

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 20, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 20, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks appeared telephonically.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda.

Alderman Rupp asked that Utilities Director Edward Kemp discuss the purpose of the ARC grant. Mr. Kemp explained it will be used for rehabilitation of wastewater pump stations. Alderman Rupp then requested Item 2 (Utilities – ARC Application match authorization) be added to consent.

There being no additional changes or objections to the proposed change, the Mayor called for a motion to approve the agenda with consent items as amended.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA WITH CONSENT ITEMS.

Alderman Rupp offered a motion, duly seconded by Alderman Carver, to approve the June 20, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JUNE 20, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE MAY 16, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 2, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF SE 23-03: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF TOWNHOUSES ON GUEST DRIVE A C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 23-04: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 306 SOUTH JACKSON STREET IN A TN-E ZONING DISTRICT.

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE LEASE AGREEMENT WITH THE DAN CAMP FAMILY REAL ESTATE LLC FOR THE USE OF ADKERSON WAY RIGHT OF WAY LOCATED ALONG THE WEST SIDE AND ADJACENT TO THEIR PROPERTY AS OUTDOOR AMENITY SPACE IN THE COTTON DISTRICT.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF COA 23-03: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE UTILIZATION OF THE 2023 STREET IMPROVEMENT PROJECT UNDERAGE TO FUND THE SAND ROAD SOIL CEMENT & DBST ROADWAY IMPROVEMENTS PROJECT.
2. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 SOIL CEMENT & DBST ROADWAY IMPROVEMENTS PROJECT.
3. CONSIDERATION OF NEEL-SCHAFFER AS THE PREFERRED CONSULTANT TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE OLD MAYHEW ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT.
4. CONSIDERATION OF TRAVEL AND TRAINING FOR STEPHEN KACHELMAN TO ATTEND PSMJ PROJECT MANAGER BOOT CAMP IN NASHVILLE, TN IN DECEMBER AT A COST NOT TO EXCEED \$2,750.00, WITH ADVANCE TRAVEL.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 TO INCREASE THE CONTRACT SUM BY \$8,540.17 TO SGK LANDSCAPES.
6. CONSIDERATION OF APPROVING THE PROPOSAL AMENDMENT FROM ATWELL & GENT, P.A. FOR ADDITIONAL SERVICES FOR THE ELECTRICAL MATERIALS PACKAGE RELATED TO THE HWY 182 BUILD GRANT PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 13, 2023 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE MAY 2023 FINANCIALS
3. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KAGEN MCKINNEY AS A POLICE OFFICER I IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE LEXIE HENDERSON AS A STUDENT INTERN IN THE CITY CLERK'S OFFICE.
3. REQUEST AUTHORIZATION TO HIRE NICOLAS HOLLIS AS AN INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JACOB MITCHELL AS APPRENTICE LINEMEN VI IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE STEPHANIE WALKER AS RESIDENTIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF YEARLY CONTRACT FOR MICROSOFT OFFICE 365 FROM NEXTSTEP.
2. REQUEST APPROVAL OF YEARLY RENEWAL OF ANTI-VIRUS SOFTWARE FROM HOWARD TECHNOLOGY FOR \$8,700.00

I. PARKS

1. CONSIDERATION TO APPROVE THE PURCHASE OF \$42,025.00 FOR 50 TRASH CONTAINERS WITH LIDS FROM TRASH CAN WAREHOUSE, THE LOWEST QUOTE.
2. REQUEST APPROVAL TO ACCEPT WITHDRAWAL OF BID AWARDED TO ULINE ON JULY 5, 2022 AND AWARD THE PURCHASE OF 2 ADA METAL PICNIC TABLES AND 10 METAL PICNIC TABLES IN THE AMOUNT OF \$14,100 FROM ULINE, THE LOWER OF TWO QUOTES.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR OFFICER ALEXANDRA NASH TO ASSIST THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) WITH DRONE TRAINING HELD BY THE LAW ENFORCEMENT DRONE ASSOCIATION (LEDA) FROM JUNE 20TH THROUGH 23RD, 2023 IN NASHVILLE, TENNESSEE TO ASSIST WITH AERIAL TEST METHOD VALIDATION FOR NIST WITH COSTS TO BE REIMBURSED BY DRONE RESPONDERS.
- b. REQUEST APPROVAL FOR CPL. MATTHEW LASKER, OFFICER DIEGO SOTOMENESES AND OFFICER KYLE EAVES TO ATTEND UTILITY, INC. CAR CAMERA INSTALLATION AND TRAINING COURSE TO BE HELD JULY 11TH AT GPSO LOGISTICS SUPPLY IN COLFAX, LOUISIANA.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE AGREEMENT WITH GARVER FOR EVALUATION OF ERNEST E. JONES WASTEWATER TREATMENT PLANT'S AERATION SYSTEM IN THE AMOUNT OF \$27,500.00.
2. REQUEST AUTHORIZATION THAT THE CITY OF STARKVILLE COMMITS REQUIRED MATCHING FUNDS OF 20% TO BE DERIVED FROM STARKVILLE UTILITIES UPON APPROVAL OF SAID PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE APPALACHIAN REGIONAL COMMISSION (ARC) FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL WEDNESDAY, JULY 5, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE MAY 16, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the May 16, 2023 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 2, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 2, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE APPROVAL OF THE LEASE AGREEMENT WITH THE DAN CAMP FAMILY REAL ESTATE LLC FOR THE USE OF ADKERSON WAY RIGHT OF WAY LOCATED ALONG THE WEST SIDE AND ADJACENT TO THEIR PROPERTY AS OUTDOOR AMENITY SPACE IN THE COTTON DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the contract with the Dan Camp Family Real Estate LLC. d/b/a The Cotton District to lease an area at \$300 per month within the right of way on the west side of Adkerson Way for the purpose of adding outdoor patio space to the adjacent properties” is enumerated, this consent item is thereby approved.

STREET RIGHT OF WAY ENCROACHMENT LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between “The Dan Camp Family Real Estate LLC. d/b/a The Cotton District” (hereinafter “**DEVELOPER**”), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter “**CITY**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install an outside seating area on property located in the **CITY** of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located along the western right-of-way of Adkerson Way at the intersection with University Drive.

WHEREAS, the **DEVELOPER** and **CITY**, are aware that the new installation will be constructed on the right of way in an area described as follows:

The subject leased premises is a 1,887 Square Foot +/- site along the Western right-of-way of Adkerson Way at the intersection of University Drive, the subject has 26 feet +/- frontage along University Drive and narrows to 19 feet +/- wide after approximately 25 foot of depth. Total Frontage along Adkerson Way is 90 feet, more or less.

LESS AND EXCEPT, the City of Starkville, Mississippi does herein reserve unto itself a 5 to 10 foot +/- wide easement along the entire East side of said described property along and adjoining Adkerson Way for the construction and maintenance of a sidewalk.

The City shall determine the dimensions appropriate for the sidewalk prior to construction by the **Developer**. Photos of the leased property and an aerial depicting the property are attached to this Lease Agreement as Ex. “A” and

WHEREAS, the **DEVELOPER** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing the **DEVELOPER** to construct and maintain said outside seating area in the above-described right of way, the **DEVELOPER** and **CITY** do mutually agree and covenant as follows:

1. The **CITY** does not proport by entering into this lease to grant **DEVELOPER** any right, title, claim or easement on said right of way.

2. **TERM:** This lease agreement is effective as of July 1, 2023, and shall continue in effect for fifteen (15) years, with an option of a (10) year renewal for the Developer, unless sooner terminated in accordance with other provisions in this agreement. Developer shall provide written notice of exercise to the option to renew at least (90) days prior to the expiration of the initial (15) year term. In the event the Developer exercises the (10) year renewal option, either party shall, at least ninety (90) days prior to the expiration of the option term, provide written notice to the other party of its intention to terminate the lease prior to expiration of the option term. The term of the lease shall be automatically renewed at the end of the option term for an additional five (5) years upon the same terms and conditions contained herein unless either party exercises its right to terminate the lease at the end of the option term as outlined above.

3. **RENT:** The parties agree that rent for the leased premises during the term of the lease shall be \$300.00 per month, with the first payment due on the first day of July, 2023, and subsequent payments due on the first day of each month thereafter for the fifteen (15) year lease term. If the **Developer** exercises its option on the (10) year renewal, the **City** may at its discretion consider and negotiate an increased monthly rent not to exceed \$500.00 per month during the option period. Rent shall be paid to the Clerk of the City of Starkville. In the event rent is not received within ten (10) business days after the due date, **DEVELOPER** agrees to pay a late charge of five percent (5%) for said rent when due. If **DEVELOPER** breaches this Lease Agreement or vacates the premises prior to the expiration of the lease term, **CITY** may accelerate the terms of this lease and declare all rents for the remaining term to be immediately due and payable. In addition, if **DEVELOPER** should vacate the leased premises, for any reason, prior to the expiration of the lease, **DEVELOPER** shall be liable to **CITY**, in addition to all other damages and remedies arising from **DEVELOPER**'s breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the leased premises.

4. The **CITY** may at any time require and compel the reconstruction or relocation of the above-described work or any appurtenances thereto when the board deems it necessary for the repair, maintenance, widening, or reconstruction thereof and all expense of such reconstruction or relocation is to be borne exclusively by the **DEVELOPER** and the **CITY** is in no way liable. It is further understood and agreed that, if this lease is entered into, the **CITY** will use all reasonable effort to avoid the necessity of requesting that the outdoor seating area be moved, altered, or reconstructed.

5. All construction will be done in full compliance with all regulations of the **CITY** in effect at the time of construction.

6. **DEVELOPER** must provide proof of and maintain general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as a result of any one incident or occurrence. All such general public liability insurance shall name the City of Starkville as an additional insured.

7. The **DEVELOPER** and contractor hired by the **DEVELOPER** will not be released from responsibility until final inspection has been made by the **CITY** and notice has been given that work is satisfactory.

8. **DEVELOPER** is responsible for obtaining a Utility Locate and resolving any conflict with other utilities on the **CITY** right-of-way. **DEVELOPER** must notify other utility companies of any conflicts and gain permission for proposed alterations.

9. A copy of the approved plans is to be kept at the site of the work at all times during the construction of the outside seating area.

10. The **DEVELOPER** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way.

11. The **CITY** will not be responsible for any damage to said area in the existing right of way.
12. The **DEVELOPER** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgement, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said outside seating area.
13. The **DEVELOPER** agrees to assume full and complete responsibility for any and all damage to the **CITY's** right of way, easement, public improvements, drainage facilities, sanitary sewers or public utilities during construction, repairs and maintenance of the said outside seating area.
14. The **DEVELOPER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.
15. The **DEVELOPER** shall be solely responsible for any and all damage and/or injuries caused by, relating to, or resulting from the outside seating area.
16. The **DEVELOPER** agrees to furnish, on demand of the **CITY**, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of the **CITY** Attorney and **CITY** Board.
17. **Events of Default.** The occurrence of any of the following acts or events shall constitute an event of default under this lease:
 - (a) **DEVELOPER's** failure to make any payment of rent or any other payment required hereunder;
 - (b) **DEVELOPER's** failure to fulfill or perform any of **DEVELOPER's** other covenants, agreements or obligations under this lease;
 - (c) At any time during the term, the filing by or against the **CITY** or **DEVELOPER** in any court pursuant to any petition in bankruptcy alleging an insolvency, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed.
18. The **DEVELOPER** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of the **DEVELOPER**.
19. Execution of this instrument shall in no way be interpreted by the **DEVELOPER** as a relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.
20. This Agreement shall be null and void if any future improvements or alterations are made to the portion of the outside seating area located inside of the **CITY's** right of way without written permission by the **CITY** through the **CITY** Planner's office. Any permission denied by the **CITY** Planner's office may be appealed to the Board of Aldermen.
21. **Compliance with Laws.**

- (a) **DEVELOPER** acknowledges that any use of property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Starkville, Mississippi shall be grounds for immediate termination of the lease.
- (b) **DEVELOPER** is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the property. **DEVELOPER** shall give prompt notice to the **CITY** of any violation of any law or requirement of public authority with respect to the property or the use and occupation thereof.
- (c) **DEVELOPER** shall not permit any liens to attach to the property. If any lien or order for the payment of money shall be filed against **DEVELOPER** or the property, arising out of **DEVELOPER**'s use or occupation of the property then **DEVELOPER** shall, immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of **DEVELOPER** or **DEVELOPER** may insure over such lien with a title insurance company acceptable to the **CITY**. **DEVELOPER** shall, indemnify, hold harmless and defend on behalf of the **CITY**, at **DEVELOPER**'s sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and **DEVELOPER** shall pay any damages and discharge any judgment entered thereon.

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on June 20, 2023.

IN WITNESS WHEREOF, the parties have executed this agreement this June 20, 2023.

DEVELOPER:

DEVELOPER

CITY OF STARKVILLE, MISSISSIPPI:



Lesa Hardin, **CITY** Clerk



Lynn Spruill, Mayor

5. CONSIDERATION OF COA 23-03: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of COA 23-03: a request for a Certificate of Appropriateness at 305 Greensboro Street in the Greensboro Historic District” is enumerated, this consent item is thereby approved. The applicants, James C. Giesen and Anne E. Marshall, requested a Certificate of Appropriateness to construct a screened porch in the rear portion of the subject property located at 305 Greensboro Street within the Greensboro Historic District.

6. CONSIDERATION OF APPROVING THE UTILIZATION OF THE 2023 STREET IMPROVEMENT PROJECT UNDERAGE TO FUND THE SAND ROAD SOIL CEMENT & DBST ROADWAY IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of using the utilization of the 2023 Street Improvement Project underage to fund the Sand Road Soil Cement & DBST Roadway Improvements project” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 SOIL CEMENT & DBST ROADWAY IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the 2023 Soil Cement & DBST Roadway Improvements project” is enumerated, this consent item is thereby approved.

The streets to be included in the base bid are the City-maintained portions of Bar-B-Que Road, Boyd Road, Cannon Road, and Lakeside Road. Sand Road will be added as a bid-alternate to this project. Below are the approximate lengths of work to be performed on each street.

Bar-B-Que Road:	1150	linear feet	base bid
Boyd Road:	700	linear feet	base bid
Cannon Road:	50	linear feet	base bid
Lakeside Road:	3050	linear feet	base bid
Sand Road:	5280	linear feet	alternate bid

8. CONSIDERATION OF NEEL-SCHAFFER AS THE PREFERRED CONSULTANT TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE OLD MAYHEW ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Neel-Schaffer as the preferred consultant to provide professional engineering and design services for the Old Mayhew Roadway Improvements project and authorization for the Mayor to negotiate and execute an engineering consultant contract” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF TRAVEL AND TRAINING FOR STEPHEN KACHELMAN TO ATTEND PSMJ PROJECT MANAGER BOOT CAMP IN NASHVILLE, TN IN DECEMBER AT A COST NOT TO EXCEED \$2,750.00, WITH ADVANCE TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of travel and training for Stephen Kachelman to attend PSMJ Project Manager Boot Camp in Nashville, TN on December 14th and 15th at a cost not to exceed \$2,750.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 TO INCREASE THE CONTRACT SUM BY \$8,540.17 TO SGK LANDSCAPES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 to increase the contract sum by \$8,540.17 to SGK Landscapes” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO APPROVE THE PROPOSED AMENDMENT FROM ATWELL & GENT, P.A. FOR ADDITIONAL SERVICES FOR THE ELECTRICAL MATERIALS PACKAGE RELATED TO THE HWY 182 BUILD GRANT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposed amendment from Atwell & Gent, P.A. for additional services for the Electrical Materials Package related to the Hwy 182 Build Grant Project in the amount of \$29,940.00” is enumerated, this consent item is thereby approved.

This amendment is to cover additional work incurred by Atwell & Gent, P.A. above the original scope of the Highway 182 project including extensive coordination with AT&T on transmission structure locations, construction document revisions for the rebid effort, and additional responses to requests for information during the rebid effort.

12. ACCEPTANCE OF THE MAY 2023 FINANCIALS

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the May 2023 financial statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the recommended budget adjustments for fiscal year 2023” is enumerated, this consent item is thereby approved.

Those adjustments follow this page.

14. CONSIDERATION TO HIRE KAGEN MCKINNEY AS A POLICE OFFICER I IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Kagen McKinney as a Police Officer I” is enumerated, this consent item is thereby approved.

**City of Starkville
Budget Adjustments
June 20, 2023**

Fund 001 - General Fund

Increase to Parks Operating Expense Reimbursement

001-550-600-297	Operating Expense Reimbursement	155,000.00
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Explanation: See Detail on Page 4.

Fund Deficit in Restricted Fire Fund

001-900-951-975	Transfer to Restricted Fire Fund	110,000.00
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Explanation:

The Restricted Fire Fund was under budgeted in FY23 due to confusion over amounts received from MS Fire Fund. During Covid the Fire Fund fell behind and payments were delayed from the State. This resulted in inconsistent amounts received from the Fire Fund and resulted in the Restricted Fire Fund being misbudgeted in error.

Fund City Match for FY21/22 MDOT Linkage Tap Grant

001-600-911-861	Linkage Tap Match	89,912.00
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Explanation:

In FY21 & FY22 the city with interlocal cooperation from Mississippi State and Oktibbeha County participated in the first Spring Street / Highway 12 Linkage Tap Grant. The City's match for this grant was not budgeted nor transferred to the Linkage Tap Grant Fund during these fiscal years. The City recently received the final payment from MDOT. The \$89,900.64 budget adjustment will allow the City to transfer funds from the General fund to the Linkage Tap Grant fund in order to close this fund.

Other Miscellaneous Adjustments/Reclassifications and Funding Sources

001-900-950-900	Transfer to Capital Projects Fund	137,500.00
001-800-890-885	Academy Sports	36,900.00
001-550-600-296	Management Fee	15,000.00
001-123-918-805	Equipment & Payments	8,645.00
001-123-620-370	Insurance	6,675.00
001-000-354-622	TIF Reimb - Okt Co (Stark Crossing)	6,340.00
001-290-625-380	Utilities / Code Red	1,000.00
001-195-951-953	Transfer Airport Cost Share	775.00
001-550-820-874	2019 Mower Payments	75.00
001-550-525-231	Gas & Oil	50.00
001-000-222-020	Building Permits	70,000.00
001-000-340-193	Surveillance Camera Reimbursement	8,645.00
001-000-340-600	Interest (Bank, Etc)	40,000.00
001-000-340-602	Interest Income - Investments	165,000.00
001-000-350-619	Salary Reimb - Starkville Utilities	15,000.00
001-000-354-620	TIF Reimb - Okt Co (Cotton Mill Marketplace)	37,100.00
001-000-354-621	TIF Reimb - Okt Co (Middleton Marketplace)	11,627.00
001-000-392-950	Sale of Cemetery Plots	3,000.00
001-301-903-516	Sidewalk Improvements	20,000.00
001-301-911-198	Building Rehab	50,000.00
001-301-912-808	Street Improvements	47,500.00
001-301-948-857	Drainage Improvements	20,000.00
001-000-354-623	TIF Reimb - Okt Co (Cotton Mill MSU Portion)	55,617.00
001-900-990-979	Unrestricted Ending Fund Balance	24,383.00

**City of Starkville
Budget Adjustments
June 20, 2023**

Fund 002 - Restricted Police Fund

002-251-501-210	National Night Out on Crime	2,587.00	
002-000-330-185	Donations / Fundraisers		2,587.00

Fund 003 - Restricted Fire Fund

003-000-397-976	Fire Fund Escrow	110,000.00	
003-000-380-801	Transfer from General Fund		110,000.00

Fund 015 - Airport Fund

015-505-525-233	Jet A Fuel Purchases	150,000.00	
015-505-918-805	Machinery and Equipment	4,900.00	
015-000-373-647	100LL AV Gas Sold		137,900.00
015-000-373-649	Jet A Fuel Sold		17,000.00

Fund 300 - Capital Projects Fund

300-301-903-516	Sidewalk Improvements	20,000.00	
300-301-911-198	Building Rehab	50,000.00	
300-301-912-808	Street Improvements	47,500.00	
300-301-948-857	Drainage Improvements	20,000.00	
300-000-380-801	Transfer from General Fund		137,500.00

Fund 309 - American Relief Fund

309-723-911-925	Main & Lampkin Water & Sewer	2,465,158.00	
309-000-238-046	MCWI - Main / Lampkin Water		1,052,456.68
309-000-238-619	Reimb from Starkville Utilities		360,244.64
309-316-609-235	American Recovery Expenses		1,052,456.68

Fund 310 - Linkage Tap Project

310-653-903-851	City Linkage Tap Match	89,900.64	
310-000-260-085	Transfer from General Fund		89,900.64

Fund 375 - 2% & 1% Funds

375-551-907-942	Existing Park Improvements	37,000.00	
375-551-990-990	Ending Cash		37,000.00
375-551-907-113	Transfer to Fund 380 - Park Bonds	134,971.00	
375-551-990-990	Ending Cash		134,971.00

Fund 380 - Park Bond Funds

380-551-907-945	Cornerstone Phase 2/3	37,971.00	
380-551-918-805	Cornerstone Equipment	97,000.00	
380-000-900-100	Transfer from Fund 375 - P & R 1%		134,971.00

15. CONSIDERATION TO HIRE LEXIE HENDERSON AS A STUDENT INTERN IN THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Lexie Henderson as a Student Intern in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

16. APPROVAL TO HIRE NICOLAS HOLLIS AS AN INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicolas Hollis as an Intern for the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE JACOB MITCHELL AS APPRENTICE LINEMEN VI IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Mitchell as Apprentice Linemen VI” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE STEPHANIE WALKER AS RESIDENTIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephanie Walker as Residential Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AN ANNUAL CONTRACT FOR MICROSOFT OFFICE 365 FROM NEXTSTEP.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an annual contract for Microsoft Office 365 from NextStep” is enumerated, this consent item is thereby approved. The contract follows this page.

20. CONSIDERATION OF AN ANNUAL RENEWAL OF ANTI-VIRUS SOFTWARE FROM HOWARD TECHNOLOGY FOR \$8,700.00

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the yearly renewal of Anti-Virus software from Howard Technologies for \$8,700.00” is enumerated, this consent item is thereby approved. Three quotes: NextStep - \$9,019, Bull Durham Technologies - \$10,269 and Howard - \$8,700.

21. CONSIDERATION TO APPROVE THE PURCHASE IN THE AMOUNT OF \$42,025.00 FOR 50 TRASH CONTAINERS WITH LIDS FROM TRASH CAN WAREHOUSE, THE LOWEST QUOTE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote in the amount of \$42,025.00 for 50 trash containers with lids from Trash Can Warehouse” is enumerated, this consent item is thereby approved.

Two Quotes Received: Trash Can Warehouse - \$42,025.00 and Park Warehouse - \$43,600.00

Next Step Group CSP License Contract

This Customer Agreement (the "Agreement") is between Customer and Next Step Group, Inc. and consists of these General Terms. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer.

General Terms

License to use Microsoft Products

- a. **Duration of licenses.** Microsoft Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period.

Pricing and payment

Pricing and payment terms are set by Next Step Group, Inc., and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Next Step Group, Inc. with a payment method, Customer (1) consents to Next Step Group, Inc.'s use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Next Step Group, Inc. to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Next Step Group, Inc. may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Next Step Group, Inc.'s approval of Customer's financial condition. Customer authorizes Next Step Group, Inc. to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Next Step Group, Inc.. Customer may be required to provide security in a form acceptable to Next Step Group, Inc. to be eligible for invoicing. Next Step Group, Inc. may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Next Step Group, Inc. of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Next Step Group, Inc. for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Next Step Group, Inc. may, at its option, assess a late fee on any payments to Next Step Group, Inc. that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancellation fee. If early termination is not allowed on a given product, the customer will be required to pay the entire balance for that product's remaining subscription period.

- f. Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Next Step Group, Inc. to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Next Step Group, Inc. to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Next Step Group, Inc. or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

Term and termination

- a. Term.** This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Licenses granted on a subscription basis and access to Online Services and Next Step Group, Inc. Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.
- c. Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (i)** All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
 - (ii)** All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
 - (iii)** If Next Step Group, Inc. is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
 - (iv)** Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.
- d. Suspension.** During any period of material breach by Customer, Next Step Group, Inc. may suspend a Subscription or Statement of Services without terminating this Agreement. Next Step Group, Inc. will give Customer 30 days' notice before such suspension unless Next Step Group, Inc.'s charge against Customer's payment method is declined or Next Step Group, Inc. reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Next Step Group, Inc.'s systems and services.

Signed Customer Name City of Starkville
Name D. Lynn Spruill Date 6.20.2023

22. CONSIDERATION TO ACCEPT WITHDRAWAL OF BID AWARDED TO ULINE ON JULY 5, 2022 AND AWARD THE PURCHASE OF 2 ADA METAL PICNIC TABLES AND 10 METAL PICNIC TABLES IN THE AMOUNT OF \$14,100 FROM ULINE, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the withdrawal of bid awarded to Uline on July 5, 2022 and award the purchase of 2 ADA Metal Picnic Tables and 10 metal picnic tables in the amount of \$14,100 from Uline, the lower of two quotes” is enumerated, this consent item is thereby approved. Two quotes: \$17,063.66 from Outfitter and \$14,100.00 from Uline.

23. CONSIDERATION OF APPROVAL FOR OFFICER ALEXANDRA NASH TO ASSIST THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) WITH DRONE TRAINING HELD BY THE LAW ENFORCEMENT DRONE ASSOCIATION (LEDA) FROM JUNE 20TH THROUGH 23RD, 2023 IN NASHVILLE, TENNESSEE TO ASSIST WITH AERIAL TEST METHOD VALIDATION FOR NIST WITH COSTS TO BE REIMBURSED BY DRONE RESPONDERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Officer Alexandra Nash to assist the National Institute of Standards and Technology (NIST) with drone training held by the Law Enforcement Drone Association (LEDA) from June 20th through 23rd, 2023 in Nashville, Tennessee to assist with aerial test method validation for NIST with costs to be reimbursed by Drone Responders” is enumerated, this consent item is thereby approved.

24. CONSIDERATION FOR CPL. MATTHEW LASKER, OFFICER DIEGO SOTOMENESES AND OFFICER KYLE EAVES TO ATTEND UTILITY, INC. CAR CAMERA INSTALLATION AND TRAINING COURSE TO BE HELD JULY 11TH AT GPSO LOGISTICS SUPPLY IN COLFAX, LOUISIANA.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Matthew Lasker, Officer Diego Sotomeneses and Officer Kyle Eaves to attend Utility, Inc. car camera installation and training course be held July 11th at GPSO Logistics supply in Colfax, Louisiana” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO APPROVE AN AGREEMENT WITH GARVER FOR EVALUATION OF ERNEST E. JONES WASTEWATER TREATMENT PLANT’S AERATION SYSTEM IN THE AMOUNT OF \$27,500.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval of agreement with Garver for evaluation of Ernest E. Jones Wastewater Treatment Plant’s Aeration System in the amount of \$27,500.00” is enumerated, this consent item is thereby approved.



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
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STARKVILLE UTILITIES STARKVILLE WWTP AERATION SYSTEM EVALUATION

SCOPE OF SERVICES

General

Generally, the Scope of Services details professional engineering services for the Ernest E. Jones Wastewater Treatment Plant (WWTP) Aeration System Evaluation. This effort will evaluate the existing aeration system installed within the oxidation ditches including documenting currenting and historical challenges, evaluating sizing and equipment selection of the current aeration system, and conceptual-level development of rehabilitation alternatives that may include repair of the existing aeration equipment or replacement of the existing aeration equipment.

Task 1 – Aeration System Evaluation

GARVER will evaluate the existing aeration system (disc aerators) currently installed in each oxidation ditch. Specifically, this task will include:

- 1.1. GARVER will review all available information pertaining to the existing aeration system (e.g. design reports, installation/maintenance reports, testing data, etc.) from OWNER.
- 1.2. GARVER will conduct one field investigation to visually inspect equipment and meet with plant operations and maintenance staff to understand historical operating failures and maintenance/repair history.
- 1.3. GARVER will recommend to OWNER and, if determined by OWNER to be necessary, coordinate testing/analysis of the existing aeration system by third-party companies. These services may include microscopic analysis of the existing biological system as well as measurement of the existing aerators for proper installation in regard to alignment and balancing. Costs for third-party testing/analysis are not included in this proposal and are to be paid by OWNER.
- 1.4. GARVER will develop up to two potential alternatives to restore the aeration system to reliable, working condition. This may include repairs to the existing system (if deemed appropriate based on previous analysis and with input from the manufacturer) or replacement of the existing aeration equipment with new equipment. These alternatives will be developed to a conceptual level with an OPCC estimate of each to implement.
- 1.5. GARVER will summarize the analysis, findings, and recommendations into a Technical Memorandum. GARVER will submit one copy (in bookmarked, searchable PDF format) of the draft TM and, after OWNER review, will provide one final copy (PDF format) of TM to OWNER.



Project Deliverables

The following will be submitted to the OWNER, or others as indicated, by GARVER:

1. Aeration System Evaluation Technical Memorandum

Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and GARVER:

1. Revisions, due to changed conditions, after OWNER approval and GARVER completion of final documents.
2. Coordination and meetings with OWNERS legal team.
3. Legal services.
4. Submittals or deliverables in addition to those listed herein.
5. Meetings and/or Workshops in addition to those listed herein.
6. Geotechnical services.
7. Environmental services.
8. Design phase services.
9. Bidding and award services.
10. Construction phase services.
11. Operations and maintenance services.

Compensation

The compensation for services performed by GARVER on this project are broken down herein.

Phase Description	Amount	Basis of Compensation
Task 1 – Aeration System Aerator Evaluation	\$27,500	Hourly
Total Amount	\$27,500	

Schedule

GARVER shall begin work under this Agreement within seven (7) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 – Aeration System Evaluation	45 days from Field Assessments



26. REQUEST AUTHORIZATION THAT THE CITY OF STARKVILLE COMMITS REQUIRED MATCHING FUNDS OF 20% TO BE DERIVED FROM STARKVILLE UTILITIES UPON APPROVAL OF SAID PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE APPALACHIAN REGIONAL COMMISSION (ARC) FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the June 20, 2023 Official Agenda, and to accept items for consent, whereby the “approval that the City of Starkville commit the requires matching funds of 20% (\$180,000) to be derived from Starkville Utilities upon approval of said project by the Mississippi Development Authority (MDA) and the Appalachian Regional Commission (ARC) for the purpose of Starkville Waste Water Treatment Plant (WWTP) Influent Pump Station Rehabilitation” is enumerated, this consent item is thereby approved.

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required match of \$180,000 (20%) to be derived from Starkville Utilities to leverage said ARC funds for the proposed ARC area development infrastructure improvements which will address rehabilitation of the Waste Water Treatment Plant Influent Pump Station.

SO ORDERED, THIS 20TH DAY OF JUNE 2023, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

D. Lynn Spruill, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill invited everyone to the July 4 celebration at the Park. Event details are on the website and the Moncrief Park pool will be open at no charge from 10 am to 4 pm. She also noted the Regular first Monday meeting falling on July 4 will be held Wednesday, July 5 due to the holiday.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked the Aldermen for the ongoing roadway improvements.

Alderman Beatty inquired about the budget timeline and when budget work sessions will be held.

Alderman Sistrunk, budget chairman, noted the Aldermen should have a first draft by early July with a budget work session shortly thereafter.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted it was summer and more people are outside. He also stated there seem to be some people with some mental health issues which need to be assisted.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 23-03: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF TOWNHOUSES ON GUEST DRIVE A C ZONING DISTRICT.

City Planner Daniel Havelin presented the request. The applicant, Willis Owens with Pritchard Engineering on behalf of Charlie Morgan, is requesting a Special Exception to build townhouses in a commercial zoning district. The property is located on the north side of Guest Drive approximately 450 feet west of Stark Road with property #103A-00-001.41. This is the fourth phase of the Augusta Place development. The previous phases received Special Exception approval. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Townhouse/ Rowhouse" in a commercial zoning district.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

27. MOTION TO APPROVE SE 23-03: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF TOWNHOUSES ON GUEST DRIVE A C ZONING DISTRICT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, for the Board of Aldermen to approve Special Exception request SE 23-03 to allow for a "Dwelling, Townhouse/ Rowhouse" on the property located on the north side of Guest Drive with property #103A-00-001.41, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

PUBLIC HEARING AND CONSIDERATION OF SE 23-04: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 306 SOUTH JACKSON STREET IN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented the request. The applicant, Briar Jones with Thomas Shelton Jones and Associates PLLC on behalf of Caitlin and Andrew Telle, is requesting a Special Exception to allow for the modification and renovation of an existing 1,160 square foot outbuilding into a two-bedroom, two-bathroom guest house. The applicant has recently purchased the home and has plans for remodeling the house and guest house. The plans for the guest house include a kitchen area, full bathroom, electricity, and is heated or cooled. Therefore, the use is classified as an accessory dwelling unit. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Dwelling, Accessory Unit” in a Traditional Neighborhood-Existing zoning district. Section 13.3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use. Even though the existing structure is not being proposed to be expanded, it is larger than 600 square feet. Therefore, the additional standard requirement of less than 600 square feet needs to be removed as part of this request in accordance with Section 3. 4.

Mayor Spruill opened the Public Hearing. Charles and Kate Coats-Ware own a home near this area and inquired as to the water that runs off this property onto Lafayette Street and the effect this work may have on this water issue. Briar Jones spoke to any future proposed construction and stated that at this time they are just ideas sketched in on the blue prints. If additional construction is decided upon it will be brought to the City for permitting.

There being no additional comments, the Mayor closed the Public Hearing.

28. CONSIDERATION OF SE 23-04: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 306 SOUTH JACKSON STREET IN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, to approve the Special Exception request SE 23-04 to allow for a “Dwelling, Accessory Unit” as proposed at 305 South Jackson Street, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

City Planner Daniel Havelin presented the proposed updates.

Mayor Spruill opened the Public Hearing. Alvin Turner noted that HUD inspects his apartment and asked if any of the proposed changes effected this inspection. It does not.

There being no additional comments, the Mayor closed the Public Hearing.

Proposed Revisions to the Unified Development Code July 2023		
Amendment Number	Section Number	Description of Revision
1	3.3.8	Added reapproval process for conceptual master plans
2	3.6.1	Added administrative adjustments for sidewalks for alternate locations and fee-in-lieu
3	3.7.5	Revised variance for sidewalks
4	3.19	Revised “Code Enforcement Action” section
5	5.2	Revised building width requirement to allow for a special exception
6	13.3.6	Adding convenience stores and gas stations as a permitted use with a special exception in TN-N, T5-C, and T5-U zoning districts
7	13.9.10	Added a new section for Portable Storage Containers and Construction Dumpsters
8	14.6.2.8.6	Moved open space requirements for landscape from Section 14.13 to Development Standards Chart
9	14.10.15	Removed references to utility trailers, construction dumpsters, and temporary storage containers from section
10	14.11.4	Revised sidewalk requirements to specific streets as proposed in the <i>City of Starkville Bicycle and Pedestrian Network Master Plan</i>
11	14.13.3	Added statement to clarify healthy plants are required at the time of planting
12	14.13.5	Moved open space requirements to Development Standards Chart
13	15.1.13	Added requirement to show home pad grading on infrastructure plan
14	15.2.2	Added requirement for designating haul routes for construction
15	15.3.3	Revised sidewalk requirements for new subdivisions and removed fee-in-lieu statement (added to other sections)
16	15.4.1	Added additional requirements for a geotechnical report and additional asphalt for construction traffic
17	16.8.3	Added requirements for a control measure permit
18	16.9.1	Added language to clarify stormwater requirements in a developer’s agreement
19	16.9.2	Added language to clarify stormwater requirements in a developer’s agreement
20	16.10.3	Revised “jurisdiction” to “corporate limits”
21	16.10.5	Added requirements for remodeling existing buildings in a floodway
22	17.6.2	Revised ‘Registration , Licen s in g, An d In spection ’ section of the Rental Housing Section
23	17.6.3	Revised ‘Administration And Enforcement’ section of the Rental Housing Section
24	17.6.7	Revised ‘Appeal Procedure’ section of the Rental Housing Section

There are a total of three public hearings with the Board of Aldermen. The first two Public hearings were advertised on May 21, 2023, and May 30, 2023, in the Starkville Daily News. The third public hearing and consideration will be on July 5, 2023.

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext. 3130 or l.mecaskey@cityofstarkville.org
Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Stein McMullen @ 662-323-2525 ext. 3121 or smcmullen@cityofstarkville.org

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 13, 2023 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	\$ 304,589.41
Restricted Police Fund	002	2,587.80
Airport Fund	015	25,472.25
Restricted Airport	016	(30.00)
Sanitation	022	57,842.93
2022 GO Public Improv Bonds	305	1,508,607.30
2022 Local Improv Projects	306	109.42
2023 Parks Capital Projects	312	2,900.00
Linkage TAP Spring/Hwy 12	313	8,850.00
2018 Public Improv Bonds	319	70,285.76
Park and Rec Tourism	375	37,830.00
BUILD Grant – Hwy 182	377	260,169.78
2020 Park Bonds	380	366,058.54
Payroll	681	6,316.83
Sub Total Before Utilities		\$ 2,651,590.02
Utilities Dept.	SED	537,695.14
Total Claims	Total	\$ 3,189,285.16

30. MOTION TO ADJOURN UNTIL JULY 5, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until July 5, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE 18th DAY OF JULY, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK