



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
January 2, 2024**

Mayor

D. Lynn Spruill

Vice Mayor

Roy A'. Perkins

Board of Aldermen

Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney

Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO

Lesa Hardin

Utilities General Manager

Edward Kemp

**Police Chief**

Mark Ballard

Fire Chief

Charles Yarbrough

Technology Director

Joel Clements, Jr.

City Engineer

Cody Burnett

Court Clerk

Monica Lairy

**Sanitation and
Environmental Services
Director**

Chris Smiley

Airport Director

Rodney Lincoln

OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JANUARY 2, 2024
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 DECEMBER 15, 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 APPEARANCE

DR. GRANT ARINDER – BRIDGEWAY CHURCH (405 N JACKSON) PARKING LOT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 23-13: A REQUEST FOR A VARIANCE FROM SEVERAL REQUIREMENTS OF THE ACCESS MANAGEMENT POLICY FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. DECLARE WARD 1 ALDERMAN SEAT VACANT AND SET CITY ELECTION FOR WARD 1 ALDERMAN FOR TUESDAY, FEBRUARY 13, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF LOWEST QUOTE FOR TAXIWAY CRACK SEAL FROM SUNBELT SEALING, INC. IN THE AMOUNT OF \$66,000.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. FOR THE ELECTRICAL REDESIGN OF THE HIGHWAY 182 REVITALIZATION PROJECT.
2. CONSIDERATION OF APPROVAL OF NEEL-SCHAFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE PROFESSIONAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 22, 2023 FOR FISCAL YEAR ENDING 9/30/24, 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. REQUEST APPROVAL TO DECLARE LISTED ITEMS AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS, DISCARD OR SELL DIRECTLY TO A SCRAP DEALER.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BONNIE BRUMLEY-EDWARDS AS A PERMIT TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE DONTAVIOUS HOWARD AS COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE TREVON OUTLAW AND DARIAN KING AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. CONSIDERATION OF APPROVING THE REVISED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE EFFECTIVE JANUARY 3, 2024.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF CANCELING THE REMAINDER OF THE CONSTRUCTION ADMINISTRATION CONTRACT WITH KIMLEY HORN FOR THE NEEDMORE CENTER.
2. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH ARCHITECTONICS, PLLC IN THE AMOUNT \$10,000 FOR THE NEEDMORE CENTER PROJECT.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. APPROVAL OF WORK AUTHORIZATION 24-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE INFLUENT PUMP STATION REHABILITATION.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM HOWARD INDUSTRIES INC. TO PURCHASE TWO 100KVA TRANSFORMERS IN THE AMOUNT OF \$41,514.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 16, 2024 @ 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.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
DECEMBER 15, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, December 15, 2023 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Human Resource Director and COO Navarrete Ashford and City Attorney Berk Huskison presented proposed changes and updates to the City Personnel Manual.

The Mayor and members of the Board discussed items on the upcoming December 19, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 2nd DAY OF JANUARY, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
FRIDAY, DECEMBER 15, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM HUMAN RESOURCE DIRECTOR / COO ON PERSONNEL
MANUAL UPDATES.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE DECEMBER 19, 2023,
MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, DECEMBER 15, 2023**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



Nav Ashford
COO/Human Resource Director

THE CITY OF STARKVILLE
Human Resource Management Department
CITY HALL, 110 West Main Street
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525, ext. 3124
Fax: 662-323-2588
Email: n.ashford@cityofstarkville.org

Proposed Changes to the Current Manual

SECTION II – EMPLOYMENT

- Section II B. Page 10 - Replaced the current Harassment Policy with a more updated version. This proposed workplace harassment policy provides more detail on the complaint process, where to complain and our addressing of the complaint.
- Section II C. Page 12 - Added a Workplace Harassment Policy.
- Section II F. Page 14 - Removed elected officials from this section.
- Section II N. Page 23 - Replaced the current Drug and Alcohol Policy with a more updated version. This version covers everything we need in more detail.

SECTION III – EMPLOYEE BENEFITS

- Section III D. Page 31 – Updated the Tuition Assistance Program. We modified the grade scale.

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

- Section V F. Page 41 - Updated the On-Call Pay Section. The current on call pay is \$120.00 and we are suggesting it move to \$240.00. Most of the locations are on call for the week and the current amount was outdated.

SECTION VI – LEAVE POLICIES

- Section VI E. Page 48 - Replaced the current FMLA Policy with a more updated version. This proposed policy is more thorough and speaks to most issues with FMLA.

SECTION VII – GENERAL POLICIES

- Section VII F. Page 50 - Replaced the current City Vehicle Policy with a more updated version. We feel like this version outlines more clearer expectations.

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

- Section VIII D. Page 93 -Updated some of the language in the Miscellaneous section that states “ The Board may in its discretion suspend an employee without pay while a grievance is in the steps prior to the matter being placed on the Board agenda”.
-

FIRE DEPARTMENT

- This complete section is revised. The Fire Departments current manual is outdated and was time for an updated version. The Fire Department will still maintain an operational manual. The Chief will be updating it as well.

CITY OF STARKVILLE ACKNOWLEDGMENT OF RECEIPT OF THE EMPLOYEE HANDBOOK

- Updated this section to discuss at will.

Sincerely

Nav Ashford

Nav Ashford
COO/Human Resource Director
The City of Starkville



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street

STARKVILLE, MISSISSIPPI 39759

662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Dr. Grant Arinder (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Work stop order at 405 North Jackson Street,
and special exemption to allow us to spread
gravel so that we can park.

Contact Information:

Name: Dr. Grant Arinder
Group Representing: Bridgeway Church
Address: 405 North Jackson Street
Phone: 601-750-1285
Email: grantarinder@icloud.com

RECEIVED

DEC 27 2023

City Hall



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: January 2, 2024
PAGE: Page 1 of 12

SUBJECT:

Public hearing and consideration of VA 23-13 a request for a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in a C zoning district

SUMMARY:

The applicant, Benton Bilello on behalf of Walmart Inc., is seeking a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in C (commercial) zoning district with the property #103I-00-005.00. The applicant is proposing several renovations and improvements to the building and site. Walmart's proposed renovations and improvements trigger the nonconformity clauses of Section 3.17, requiring the entire site to be updated to current code standards. The requested variance is from four requirements of Chapter 4 Access Management Policy of the City of Starkville's Standards of Design & Specifications. The applicant requests relief from sections 13.01.C, 13.01.G, and 13.01.H of the Unified Development Code. The applicant attended a Development Review Committee meeting on November 9, 2023.

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 39 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on November 28, 2023
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received 2 phone calls looking for further information on this request.

At the December 20, 2023, Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

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

SUGGESTED MOTION:

Move approval of VA 23-13 for a request for a variance from chapters 13.01.C, 13.01.G, and 13.01.H of the City of Starkville's Standards of Design & Specifications for 1010 Mississippi Highway 12 West.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 23-13 a request for a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in a C zoning district.
Date: December 20, 2023

The purpose of this report is to provide information regarding a variance request by Benton Bilello on behalf of Walmart Inc. for a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in C (commercial) zoning district with the property #103I-00-005.00. Please see attachments 1-4.

SUMMARY

The applicant is proposing several renovations and improvements to the building and site. Walmart's proposed renovations and improvements trigger the nonconformity clauses of Section 3.17, requiring the entire site to be updated to current code standards. The requested variance is from four requirements of Chapter 4 Access Management Policy of the City of Starkville's Standards of Design & Specifications. The applicant requests relief from chapters 13.01.C, 13.01.G, and 13.01.H of the City of Starkville's Standards of Design & Specifications. The applicant attended a Development Review Committee meeting on November 9, 2023. If the request for Variance is recommended for approval or denial, the Board of Aldermen will hear the requests at the recessed meeting on January 2, 2024.

VARIANCE REQUEST FROM

Request #1:

The number of driveways is limited to just one in accordance with Chapter 13.01.C City of Starkville's Standards of Design & Specifications. The site currently has two driveways (Attachment 4). Based on the actual lot frontage (which doesn't include Panda or the gas station), the site is only allowed one entrance. The request is for the existing driveway locations to remain the same.

Chapter 13.01.C - Access Point Spacing: Lots that are not used for single-lot detached dwelling or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every accumulative two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee.

Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such

developments shall not be permitted access unless the access point meets the requirements of this section.

The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

Request #2:

The width of the easternmost driveway (Driveway #1, Attachment 5) is proposed to remain dimensionally the same. Chapter 13.01.G of Starkville's Standards of Design & Specifications has a maximum width of sixteen (16) feet for a one-way driveway. The current lane width is +/- twenty-two (22) feet.

13.01.G – 1 - A minimum of 12 feet and a maximum of 16 feet in drivable surface width for a one-way driveway.

Request #3:

The width of the existing westernmost driveway (Driveway #2 Attachment 6) is proposed to remain dimensionally the same. Chapter 13.01.G of Starkville's Standards of Design & Specifications has a maximum total width of thirty-six (36) feet. The current total driveway width is +/- fifty-four (54) feet.

13.01.G – 4 - A minimum of 30 feet and a maximum of 36 feet in drivable surface width for a two-way driveway.

Request #4:

The radius for the existing westernmost driveway (Driveway #2 Attachment 7) is +/- seventy (70) feet. Chapter 13.01.H of Starkville's Standards of Design & Specifications has a maximum total radius of twenty (25) feet.

13.01.H – Driveway Radius: Non-residential driveways: The maximum allowable driveway radius shall be a minimum of 10 feet and a maximum of 25 feet unless approved by the City Engineer based on documentation provided by the applicant justifying the need for a larger radius based on specific site transportation needs.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. **Hardship.** That the hardship has not resulted from the actions of the applicant.

- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
- E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. **Consistency with Comprehensive Plan.** That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

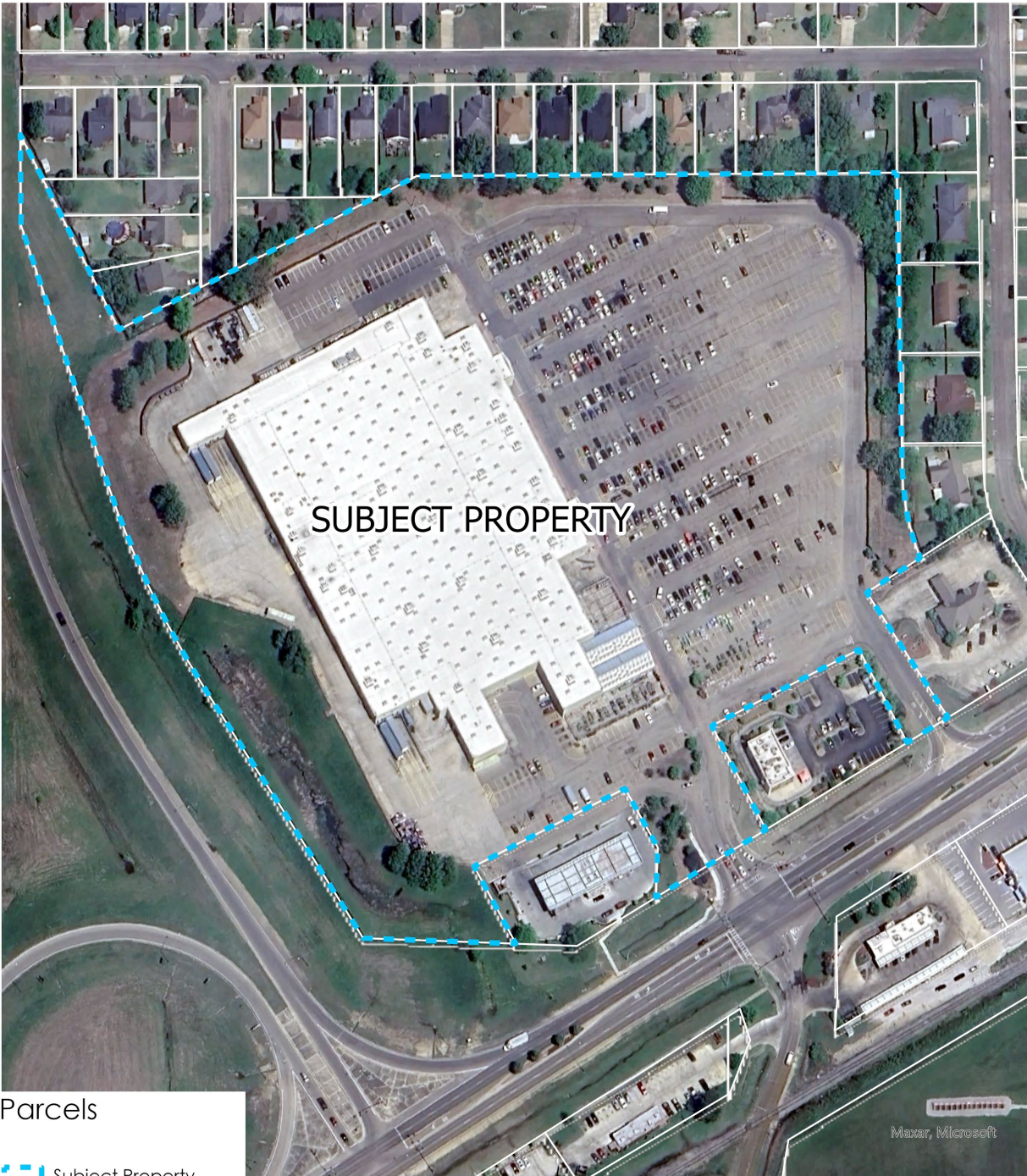
1. 39 property owners of record within 160 feet of the subject property were notified directly of the request by mail.
2. A legal ad was published in the Starkville Daily News on November 28th, 2023.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received 2 phone calls looking for further information on this request.

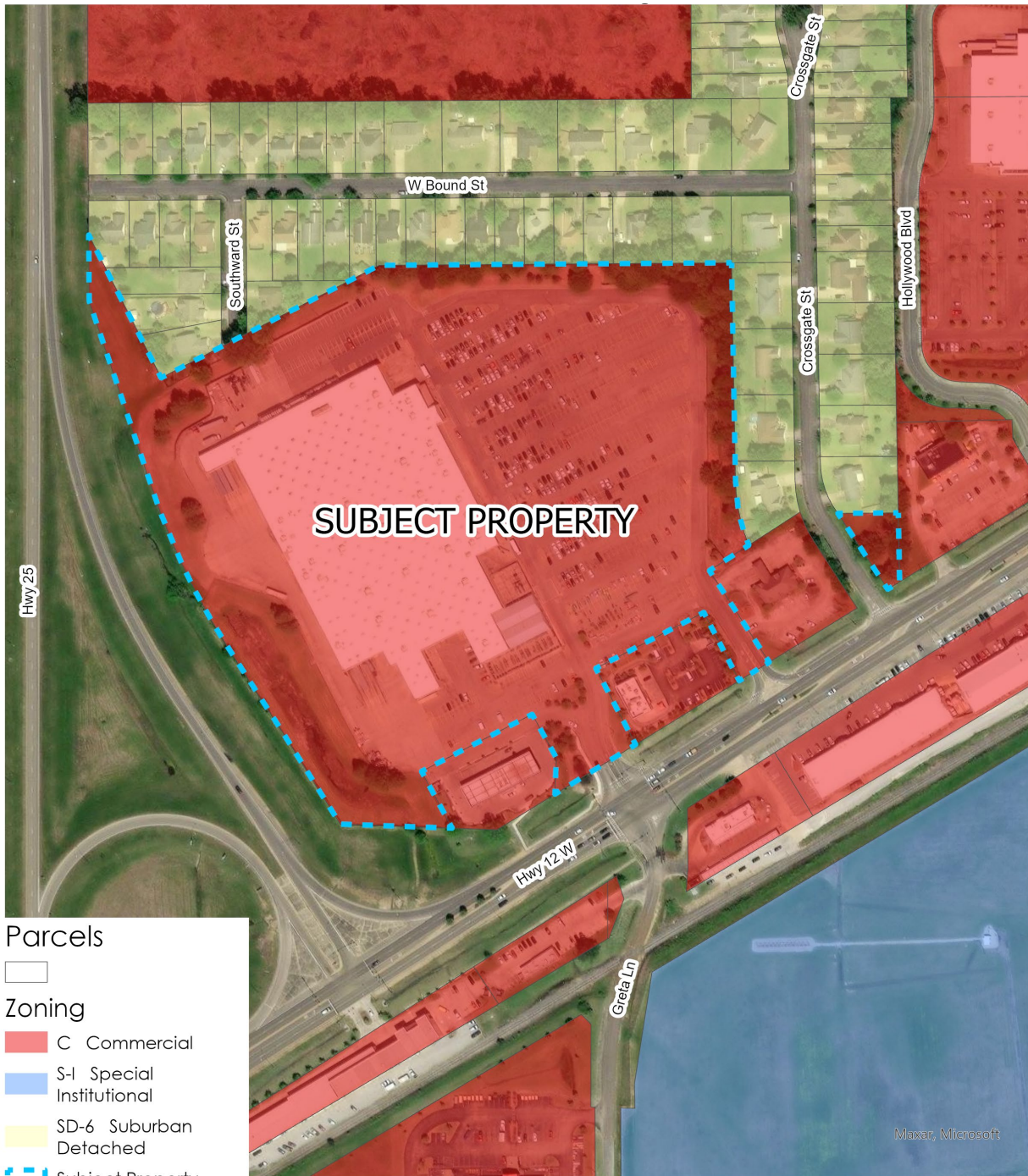
CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 23-13 Aerial



Attachment 2
VA 23-13 Zoning



Attachment 3- Applicant Statement



11/20/23

MR. DANIEL HAVELIN, AICP, PLA
CITY PLANNER
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE, MS 39759-2823

WALMART SUPERCENTER #112-1002 PARKING LOT IMPROVEMENTS
1010 MISSISSIPPI HIGHWAY 12 WEST, STARKVILLE, MS

VARIANCE REQUEST APPLICANT STATEMENT
DDG PROJECT 23-1359

Dear Mr. Havelin,

Based on Development Review Committee comments received on November 9, 2023, Duplant Design Group, on behalf of Walmart, Inc., wishes to formally request Variance approval from the following City of Starkville Standards of Design and Specifications, specifically Chapter 13 – Access Management Policy:

13.01.C Access Point Spacing: Lots that are not used for single lot detached dwelling or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every accumulative two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee. Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section. The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

13.01.G.4 Width: Non-residential driveways shall be 4. A minimum of 30 feet and a maximum of 36 feet in drivable surface width for a two-way driveway

13.01.H Driveway Radius: Non-residential driveways: the maximum allowable driveway radius shall be a minimum of 10 feet and a maximum of 25 feet unless approved by the City Engineer based on documentation provided by the applicant justifying the need for a larger radius based on specific site transportation needs.

To support our request, we offer the following statements as they relate to the criteria for variance review and approval:

1. Special Conditions: The existing access points were designed per the applicable codes and permitted by all Authorities Having Jurisdiction at the time of the original construction in 2001. The access points were geometrically designed to accommodate car and heavy truck traffic throughout the life of the facility.

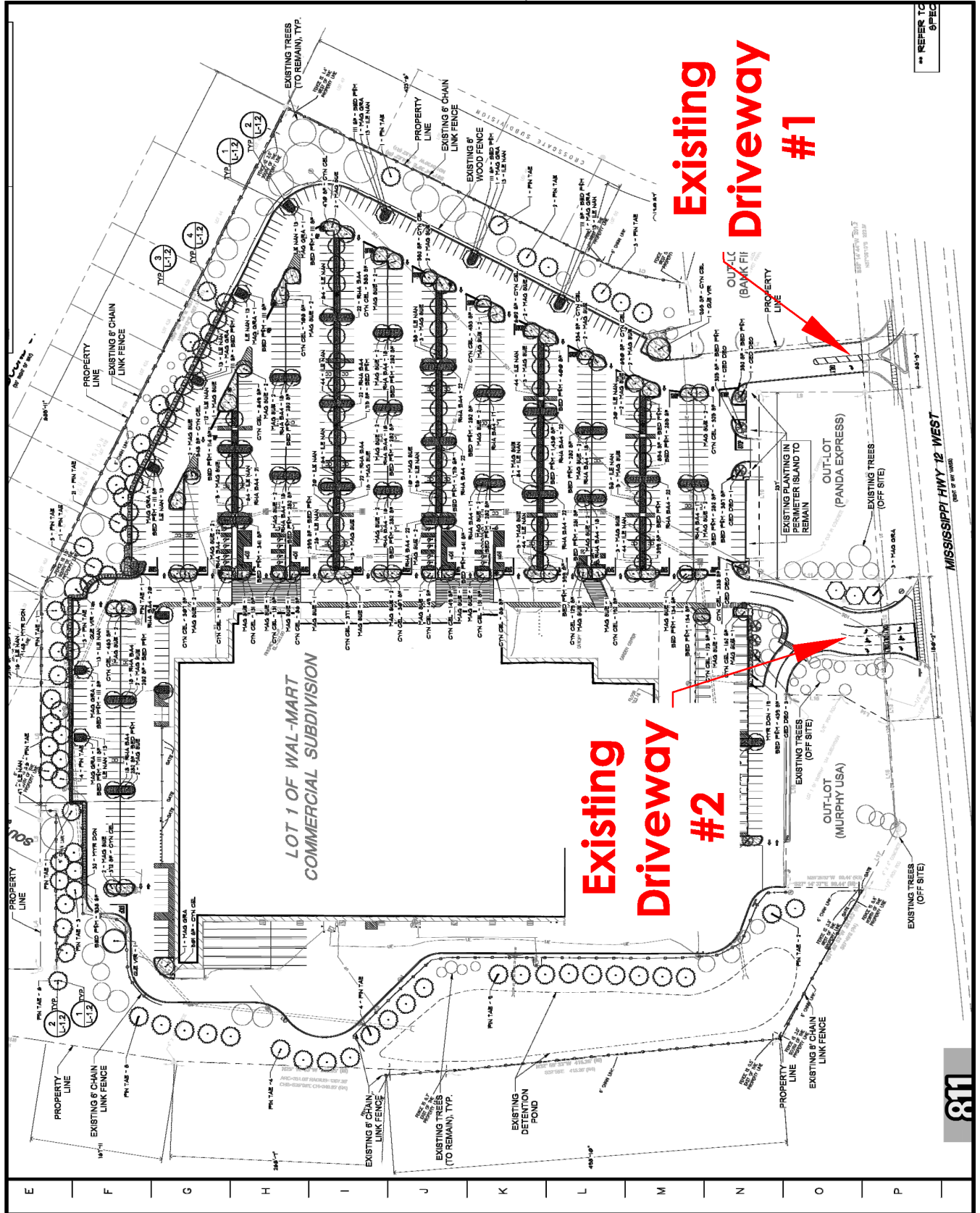
2. Literal Interpretation: Compliance with the current Access Management Policy (most recently amended on 4/4/2023) would eliminate an access point, modify the existing driveway geometry, and require all four businesses to use a single access point. This will merge customer car traffic and heavy truck traffic thus making unsafe traffic conditions both on and off site. Separation of customer traffic from heavy truck traffic was a part of the original design of the site and is intended to accommodate traffic throughout the life of the facility.
3. Hardship: Compliance with the current Access Management Policy would require major traffic maneuver changes to the Walmart Supercenter, the Murphy Oil Fuel Station, the Panda Express restaurant, and the BankFirst Bank. Modifications to the driveway geometry and elimination of an access point would require all traffic for the four businesses to operate from a single access point and require heavy trucks to merge with customer car traffic creating unsafe conditions and negatively impacting the traffic operations both on and off site. Further, the current driveway radii of the existing access points were designed based on the specific large truck maneuvers encountered daily at the site. Modification of the existing conditions will create unsafe conditions and likely cause damage to the existing infrastructure both on site and within the right-of-way.
4. Special Privilege: Granting this variance request does not give any special privilege to the applicant. The granting of this request only allows the applicant and the adjacent business owners to maintain the current safe traffic operations both on and off site.
5. Minimum Variance: Granting of this variance request is necessary to maintain safe traffic operations for the Walmart Supercenter and the adjacent businesses which rely solely on the existing access points for access to their properties.
6. Consistency with Comprehensive Plan: Granting of this variance request will be consistent with the intent of the City of Starkville's Comprehensive Plan by improving the existing business for the residents of the City of Starkville and maintaining the current safe traffic operations by separating customer car traffic from heavy truck delivery traffic to the extent possible.

DDG asks that you consider this information for your approval of our variance request. If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

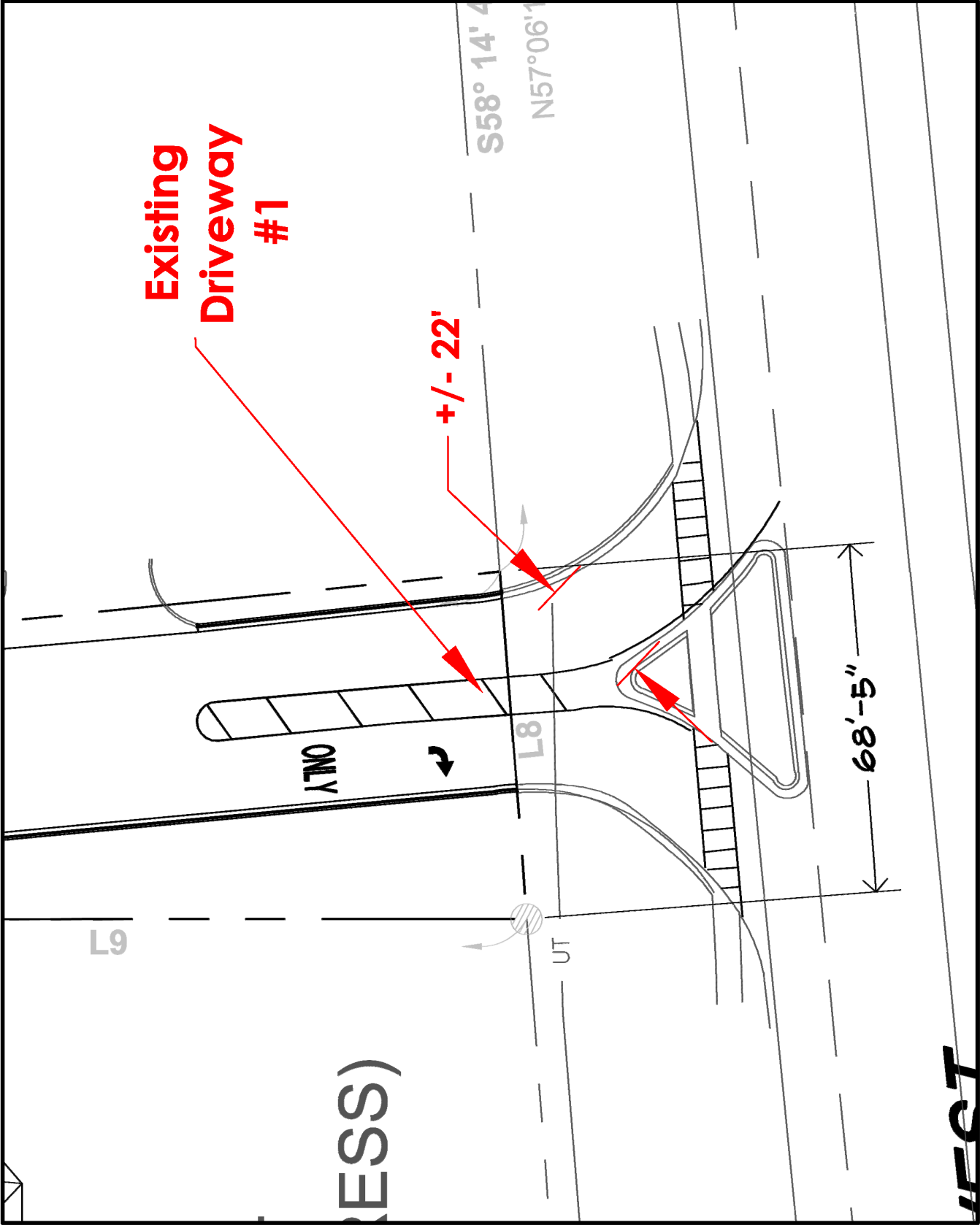


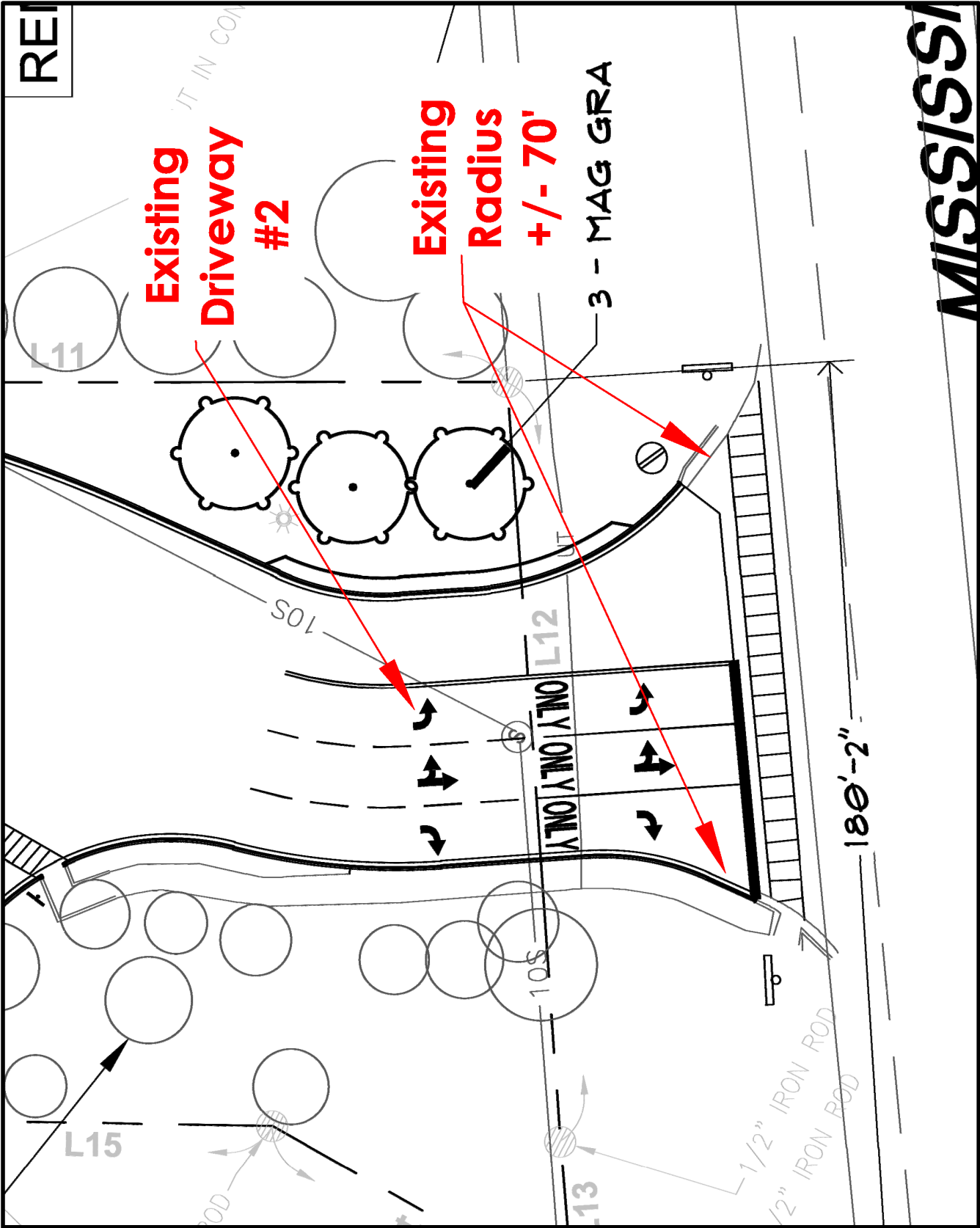
Benton P. Bilello
Project Manager
Duplantis Design Group



REFER TO SPEC

811







**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board
AGENDA DATE: 1/2/2024
PAGE: 1 of**

SUBJECT: Consideration of a Resolution declaring a vacancy in the Ward 1 Alderman position of the City of Starkville, Mississippi and calling for a Special Election to be held February 13, 2024 to fill that vacancy pursuant to Miss. Code Ann. § 23-15-857.

AMOUNT & SOURCE OF FUNDING: Election Accounts: 001-130-501-200 and 001-130-602-301

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

HISTORY: Ben Carver resigned as Ward 1 Alderman December 27 and was sworn in as Oktibbeha County Supervisor District 1 on December 28, 2023.

FOR MORE INFORMATION, CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of a Resolution declaring a vacancy in the Ward 1 Alderman position of the City of Starkville, Mississippi and calling for a Special Election to be held February 13, 2024 to fill that vacancy pursuant to Miss. Code Ann. § 23-15-857.

**2024 Special Election
Ward 1 Alderman**

Jan 2, 2024	Board declares vacancy
Jan 3 - Jan 22	Qualifying (all run Independent)
Jan 24	Absentee Voting Begins
Feb 3	Saturday 8:00am to 12 Noon: Absentee Voting
Feb 10	Saturday 8:00am to 12 Noon: Absentee Voting
Feb 12	Deadline for mail-in ballots @ 5:00pm
Feb 13	Election Day 7:00 am – 7:00 p.m. Starkville Sportsplex – Annex Building – 405 Lynn Lane

RESOLUTION APPROVING ORDER

ORDER DECLARING A VACANCY IN THE WARD 1 ALDERMAN POSITION OF THE CITY OF STARKVILLE, MISSISSIPPI AND CALLING FOR A SPECIAL ELECTION PURSUANT TO MISS. CODE ANN. § 23-15-857

The Board of Aldermen of the City of Starkville, Mississippi finds as follows:

1. On December 22, 2023, the City Clerk received a letter of resignation from Ward 1 Alderman Ben Carver, which is attached and incorporated herein as Exhibit A.

2. The letter stated that Alderman Carver was resigning his position as Ward 1 Alderman effective December 27, 2023.

3. A vacancy has now been created on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.

IT IS, HEREBY, ORDERED that:

a. A vacancy exists on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.

b. An election shall be held in Ward 1 on Tuesday, February 13, 2024, to fill the vacancy.

c. Notice of the election shall be given by the City Clerk by publication in the Starkville Daily News once each week for three (3) successive weeks before the election. The first notice shall be published at least thirty (30) days before the election.

d. Notice shall also be given by posting a copy of the notice at three (3) public places in the municipality not less than twenty-one (21) days before the election. One (1) of the notices shall be posted at City Hall.

e. The Notice shall state that each candidate shall qualify by petition filed with the City Clerk by 5:00 p.m. at least twenty (20) days before the election. The petition shall be signed by not less than fifty (50) qualified electors.

d. The election shall be held as far as practicable in the same manner as municipal general elections.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing Order, and the question being put to a vote, the result was as follows:

Alderman Ben Carver	Voted: <u>absent</u>
Alderman Sandra Sistrunk	Voted: _____
Alderman Jeffrey Rupp	Voted: _____
Alderman Mike Brooks	Voted: _____
Alderman Hamp Beatty	Voted: _____
Alderman Roy A.' Perkins	Voted: _____
Alderman Henry Vaughn	Voted: _____

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of January 2, 2024.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attested:

Lesa Hardin, City Clerk

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
CITY HALL,
110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

December 22, 2023

Mayor Lynn Spruill
Starkville Board of Aldermen
City Clerk Lesa Hardin
110 West Main Street
Starkville, MS 39759

Please accept this letter as notice of my official resignation as Alderman, Ward 1, for the City of Starkville effective December 27, 2023.

My years as an Alderman with the City will be looked upon fondly and I look forward to being of any assistance possible to the City in my new office as District 1 Oktibbeha County Supervisor.

Thank you,



Ben Carver



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: January 2, 2024
PAGE: 1**

SUBJECT: Request acceptance of low quote and enter into a contract with Sunbelt Sealing, Inc. for cleaning and sealing asphalt cracks on the taxiways and ramp not to exceed \$66,000.00 on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: FAA BIL Grant 3-28-0068-029-2023 (90%) \$59,400.00 and MDOT Grant 3-28-0068-029-2023 (5%) \$3,300.00 and a local match (5%) \$3,300.00 divided between the City, County and MSU – City \$1,155.00 (from the ending fund balance), County \$1,155.00 and MSU \$990.00.

FISCAL NOTES: Pre-approved by the Airport Board on December 18, 2023. This project will exhaust all the funds in this 2023 FAA BIL Grant.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662-418-5900

SUGGESTED MOTION: Move to accept the low quote and enter into a contract with Sunbelt Sealing, Inc. for cleaning and sealing asphalt cracks on the taxiways and ramp not to exceed \$66,000.00 on George M. Bryan Field

George M. Bryan Field
Starkville, Mississippi
Crack Sealing - Taxiway A and Ramp
BIL Project No. 3-28-0068-029-2023
TABULATION OF PROPOSALS RECEIVED (December 26, 2023)

			Sunbelt Sealing, Inc.		A-1 Sealing, Inc.	
	ITEM	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
P-605-5.1	Cleaning and Sealing Asphalt Crack Up to 3/4" Wide	39,500 LF	\$1.50	\$59,250.00	\$1.70	\$67,150.00
P-605-5.2	Cleaning and Sealing Asphalt Crack Over 3/4" Wide	1,000 LF	\$1.75	\$1,750.00	\$1.95	\$1,950.00
M-100	Mobilization	1 LS	\$5,000.00	\$5,000.00	\$7,200.00	\$7,200.00
TOTAL BASE BID (Verified)				\$66,000.00		\$76,300.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the tabulation of proposals which were recieved on December 26, 2023 for the captioned project.
Items in bold italics indicate corrected mathematical extensions.


Carey F. Hardin, P.E.
Mississippi Registration No. 7432



12-26-2023



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: January 2, 2024
PAGE: Page 1 of 7

SUBJECT:

Consideration of approving the engineering services agreement with Atwell & Gent, P.A. for the electrical redesign of the Highway 182 Revitalization Project.

SUMMARY:

This engineering services agreement is to cover the plan revisions for the Highway 182 project including the relocation of the duct bank and other appurtenances as a result of the City taking over the section of Highway 182 and the changes necessitated by the redesign work done by Kimley Horn on the project.

AMOUNT & SOURCE OF FUNDING:

This agreement is for \$58,400.00 lump sum and is to be paid from expense account 377-318-680-300.

REQUESTING DEPARTMENT: Engineering & Street
DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approval of the Atwell & Gent, P.A. engineering services agreement for the electrical redesign of the Highway 182 Revitalization Project.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates removing, relocating, and replacing existing overhead 69 kV transmission and 13 kV distribution facilities and constructing replacement overhead 69 kV facilities and replacement overhead and underground 13 kV facilities ("FACILITIES") for the Highway 182 Revitalization Project ("PROJECT"), and;

WHEREAS: The OWNER contemplates furnishing all major materials ("MATERIALS") required to construct FACILITIES for the PROJECT, and;

WHEREAS: Certain engineering services are required in the investigation, planning and construction of FACILITIES, and;

WHEREAS: Certain engineering services are required in the investigation, planning, specification, and procurement of MATERIALS, and;

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

Plans and Material Request for Bids from the last re-bid will essentially remain the same with the following exceptions:

1. Underground east-west ductbanks will be placed in the southernmost lane between switchgear units, cable junction enclosures, and riser poles. Work will be coordinated with revised utility plans developed by Kimley-Horn.
2. Pay items will be modified where practicable as requested by the OWNER and its Construction Manager for the project.

ARTICLE 2 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM #1: DESIGN PHASE

Using available records, reports, as-built drawings, and other information furnished by the OWNER, the ENGINEER shall:

1. Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, incidental materials, and equipment necessary for the construction of the FACILITIES on the OWNER's site.

2. Prepare bidding documents for the purpose of taking bids for MATERIALS for the PROJECT. These MATERIALS shall be purchased by the OWNER for construction of FACILITIES.
3. Provide OWNER final estimates of probable costs for all work included in the completed drawings, specifications, and Contract Documents.

ITEM #2: BID PHASE

The ENGINEER shall furnish copies of plans, specifications, and Contract Documents for construction of FACILITIES to prospective bidders as required. The ENGINEER shall evaluate the bids received for construction of FACILITIES and shall make recommendations as to the best bid for the Project.

The ENGINEER shall furnish copies of plans and specifications for MATERIALS required for construction of FACILITIES to prospective bidders as required. The ENGINEER shall evaluate the bids received for MATERIALS and shall make recommendations as to the best bid for the PROJECT.

ARTICLE 3 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Allow ENGINEER sufficient time for design services. Refer to ARTICLE 6, SCHEDULE.
2. Pay the costs of any legal advertisements which may be necessary in advertising the project for taking bids for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ARTICLE 4 PAYMENTS

Based upon which of the following Design Options is selected by the OWNER, in PAYMENT for the services hereinbefore described under ARTICLE 2, ENGINEERING & CONSULTING SERVICES, the OWNER agrees to pay and does allow the ENGINEER one of the following amounts:

ITEM #1: DESIGN PHASE

The sum of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ITEM #2: BID PHASE

The sum of TEN THOUSAND FOUR HUNDRED DOLLARS (\$10,400.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ARTICLE 5 BILLING

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 6 SCHEDULE

ENGINEER shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and are hereby agreed to be reasonable.

1. Forty-five (45) days from the day the OWNER issues the ENGINEER in writing a Notice to Proceed with Work.

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services shall be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER's performance of its services.

ARTICLE 7 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 8 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 9 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 10 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 11 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 12 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 13 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 14 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 15 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 16 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 17 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 18 GENERAL CONSIDERATIONS

ENGINEER shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the OWNER's subcontractor's agents or employees or any other person performing any work under a construction contract.

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

Plans and specifications, as instruments of service, are and shall remain the property of the ENGINEER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications shall not be used by the OWNER on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and with appropriate compensation to the ENGINEER providing that the ENGINEER is not in default under this Agreement.

The ENGINEER agrees that for a period of three (3) years following completion of this Agreement, the OWNER, shall have access to any books, documents, papers, and records of the ENGINEER that are directly pertinent to the project set forth in this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 19 EFFECTIVE DATE

The effective date of the contract shall be considered the date of signing of this Agreement by both the parties.

ARTICLE 20 SIGNATURES

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date(s) shown below.

WITNESS

OWNER

CITY OF STARKVILLE

By: _____

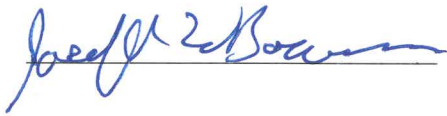
Name: _____

Title: _____

Date: _____

ENGINEER

WITNESS:

_____

ATWELL AND GENT, P.A.

By: _____

Name: Jeffrey Atwell

Title: President

Date: 12/21/2023



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: January 2, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of approval of Neel-Schaffer, Inc. as the preferred consultant to provide professional services for the Stark Road and Hospital Road Extension Project.

SUMMARY:

A request for Statements of Qualifications (SOQs) for the professional services for the Stark Road and Hospital Road Extension Project was advertised and three SOQs were received from the following firms:

Garver, LLC
Neel Schaffer, Inc.
Volkert, Inc.

The services requested consist of environmental studies/permitting, field surveys, geotechnical investigations, utility coordination, plans, right of way maps, right of way acquisition, and any other services necessary for project design.

The City of Starkville Consultant Selection Committee met on December 21, 2023 to review the submitted SOQs.

Based on this review, the highest-ranking SOQ meeting the necessary requirements was submitted by Neel-Schaffer, Inc. The selection committee recommends proceeding with approval of Neel-Schaffer, Inc. as the preferred consultant and to begin negotiations with that firm.

A copy of each proposal and the full scoresheets are available for viewing in the City Clerk's office.

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approval of Neel-Schaffer, Inc. as the preferred consultant to provide professional services for the Stark Road and Hospital Road Extension Project.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance

AGENDA DATE 01/02/2024

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2023- 2024 Budget

FISCAL NOTE: Total Claims for the **FY 24** Claims Docket Ending December 28, 2023 is \$1,424,843.06

Of which the claims amount for Starkville Utilities is \$483,249.18

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of December 28, 2023 for fiscal years ending 09/30/24 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.



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-000-054-205	1,563.76
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-000-053-206	2,390.50
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-000-053-206	5,887.50
WALMART- CAPITAL ONE	623702	12/14/2023	ADOPTED ANGEL TREE	001-000-160-697	1,169.73
Outstanding Total:					11,011.49
Department 000 - UNDESIGNATED Total:					11,011.49
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-005-054-208	1,236.00
ATMOS ENERGY	INV0036952	12/08/2023	MONTHLY USAGE	001-005-054-208	295.04
CANON FINANCIAL SERVICES, INC	31751344	12/12/2023	CONTRACT/METER USAGE	001-005-054-208	408.83
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	001-005-054-208	52.04
Outstanding Total:					1,991.91
Department 005 - DUE FROM SFM Total:					1,991.91
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-100-604-330	77.34
MML*MS MUNICIPAL LEAGUE	33507183	12/21/2023	MML CONFERENCE REGISTRATION J RUPP	001-100-610-350	200.00
MML*MS MUNICIPAL LEAGUE	33507496	12/21/2023	MML CONFERENCE REGISTRATION M BROOKS	001-100-610-350	200.00
MML*MS MUNICIPAL LEAGUE	33507662	12/21/2023	MML CONFERENCE REGISTRATION H VAUGHN	001-100-610-350	200.00
MML*MS MUNICIPAL LEAGUE	INV0036956	12/28/2023	MML CONFERENCE REGISTRATION H BEATTY	001-100-610-350	200.00
Outstanding Total:					877.34
Department 100 - BOARD OF ALDERMEN Total:					877.34
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-110-604-330	77.34
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-110-491-135	690.00
CANON FINANCIAL SERVICES, INC	31751348	12/12/2023	CONTRACT/METER USAGE	001-110-604-330	127.85
CANON FINANCIAL SERVICES, INC	31751352	12/12/2023	CONTRACT/METER USAGE	001-110-604-330	119.68
QUADIENT FINANCE USA, INC.	INV0036957	12/15/2023	POSTAGE	001-110-604-330	590.20
SULLIVAN'S OFFICE SUPPLY, INC.	85811	12/21/2023	KEY FOR FILE CABINET	001-110-501-200	12.50
Outstanding Total:					1,617.57
Department 110 - MUNICIPAL COURT Total:					1,617.57
Department: 120 - MAYORS OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-120-604-330	77.34
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-120-491-135	175.00

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	31751351	12/12/2023	CONTRACT/METER USAGE	001-120-604-330	83.19
CADENCE /ELAN VISA	2000115-59420027	12/15/2023	CAKE FOR B CARVER FAREWELL	001-120-503-202	52.98
Outstanding Total:					388.51
Department 120 - MAYORS OFFICE Total:					388.51

Department: 123 - IT
Outstanding

SYNERGETICS DIVERSIFIED COMP,INC	54389	07/31/2023	BLOCK HOURS PHONE ENGINEER	001-123-918-807	300.00
SYNERGETICS DIVERSIFIED COMP,INC	54453	07/31/2023	BLOCK OF HOURS	001-123-918-807	1,500.00
AMAZON CAPITAL SERVICES, INC.	1661-6NTF-XTTK	10/15/2023	USB HUB	001-123-501-200	16.97
TYLER TECHNOLOGIES	130-141651	10/31/2023	NMSCOMPSUB CONVERSION FEE PLUS 5 LICENSES	001-123-600-300	7,155.00
AMAZON CAPITAL SERVICES, INC.	1YJQ-XMNL-GDQN	11/01/2023	VOLTAGE CONVERTER	001-123-918-805	404.99
AMAZON CAPITAL SERVICES, INC.	1LYQ-HCN1-3741	11/08/2023	LAPTOP PC	001-123-918-805	2,299.00
AMAZON CAPITAL SERVICES, INC.	1LXV-4KQN-CCK9	11/27/2023	LAPTOP PC	001-123-918-805	910.03
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-123-604-330	77.34
GOVERNMENT LEASING, LLC	GLC23851-47/60	12/05/2023	5 CAMERAS	001-123-918-806	667.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-123-491-135	690.00
CANON FINANCIAL SERVICES, INC	31751343	12/12/2023	CONTRACT/METER USAGE	001-123-604-330	107.46
Outstanding Total:					14,127.79
Department 123 - IT Total:					14,127.79

Department: 142 - CITY CLERKS OFFICE
Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-142-604-330	77.34
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-142-491-135	690.00
CANON FINANCIAL SERVICES, INC	31751342	12/12/2023	CONTRACT/METER USAGE	001-142-604-330	448.44
CANON FINANCIAL SERVICES, INC	31751348	12/12/2023	CONTRACT/METER USAGE	001-142-604-330	127.84
REYNOLDS/RENASANT INSURANCE AGENCY	1344336	12/18/2023	RENEW BOND G MITTAN	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1344337	12/18/2023	RENEW BOND L CARTER	001-142-620-371	175.00
TYLER TECHNOLOGIES	130-143145	12/27/2023	2024 PUBLIC SAFETY SOFTWARE	001-142-600-303	12,296.80
Outstanding Total:					13,990.42
Department 142 - CITY CLERKS OFFICE Total:					13,990.42

Department: 169 - LEGAL
Outstanding

STARKVILLE DAILY NEWS	300245961	12/06/2023	PUBLIC NOTICE WASTE	001-169-615-342	44.92
STARKVILLE DAILY NEWS	300245990	12/20/2023	SPEC EECCEPT-EMPOWERMENT ACADEMY	001-169-615-342	44.04
STARKVILLE DAILY NEWS	300245991	12/20/2023	HUMANE SOCIETY-STORM WATER	001-169-615-342	43.08
Outstanding Total:					132.04
Department 169 - LEGAL Total:					132.04

Department: 180 - HUMAN RESOURCES
Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-180-491-135	500.00
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CLAIMS DOCKET
Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1TT7-Q6PF-7NK6	12/09/2023	SUPPLIES	001-180-501-200	12.99
AMAZON CAPITAL SERVICES, INC.	1YF9-WT17-HXGX	12/09/2023	BATTERIES,TAPE DISPENSER,PENCILS, PAPER,DUST CLEAN	001-180-501-200	169.78
CLINIC AT ELM LAKE, THE	38226	12/11/2023	DRUG SCREEING S EVANS	001-180-600-320	35.00
CANON FINANCIAL SERVICES, INC	31751343	12/12/2023	CONTRACT/METER USAGE	001-180-604-330	107.46
CLINIC AT ELM LAKE, THE	38274	12/14/2023	DRUG SCREEN M BUSH	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38325	12/19/2023	DRUG SCREEN R STARLING	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38338	12/21/2023	DRUG SCREEN D HOWARD	001-180-600-320	35.00
Outstanding Total:					930.23
Department 180 - HUMAN RESOURCES Total:					930.23

Department: 190 - CITY PLANNER
Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-190-604-330	77.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-190-491-135	175.00
CANON FINANCIAL SERVICES, INC	31751351	12/12/2023	CONTRACT/METER USAGE	001-190-604-330	83.20
Outstanding Total:					335.53
Department 190 - CITY PLANNER Total:					335.53

Department: 192 - GENERAL GOVERN BLDG & PLANT
Outstanding

CINTAS	4169867824	10/05/2023	SUPPLIES	001-192-510-220	91.40
ATMOS ENERGY	INV0036952	12/08/2023	MONTHLY USAGE	001-192-625-380	1,042.74
CINTAS	4176987524	12/14/2023	SUPPLIES	001-192-510-220	91.40
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-192-510-204	17.35
CINTAS	4177579441	12/20/2023	SUPPLIES	001-192-510-220	72.36
CINTAS	417759545	12/20/2023	SUPPLIES	001-192-510-220	91.40
MS MUNICIPAL LIABILITY PLAN	0290GL2024-01	12/22/2023	2024 LIABILITY INSURANCE	001-192-620-370	4,655.88
Outstanding Total:					6,062.53
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					6,062.53

Department: 195 - TRANSFERS TO OTHER AGENCIES
Outstanding

MS STATE UNIVERSITY AGRICENTER	FY23-24	12/15/2023	QUARTERLY CONTRIBUTION FY23-24	001-195-625-380	6,250.00
STARKVILLE AREA ARTS COUNCIL	FY23-24	12/15/2023	QUARTERLY CONTRIBUTION FY 23-24	001-195-702-506	2,625.00
STARKVILLE/OKTIBBEHA LIBRARY	FY23-24	12/15/2023	QUARTERLY CONTRIBUTION FY 23-24	001-195-900-802	72,500.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	FY23-24	12/15/2023	QUARTERLY CONTRIBUTION FY23-24	001-195-951-955	46,250.00
HERITAGE MUSEUM	FY23-24	12/15/2023	ANNUAL CONTRIBUTION FY 23-24	001-195-951-969	2,375.00
Outstanding Total:					130,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					130,000.00

Department: 197 - ENGINEERING
Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-197-604-330	77.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-197-491-135	725.00
CANON FINANCIAL SERVICES, INC	31751351	12/12/2023	CONTRACT/METER USAGE	001-197-604-330	83.20
CADENCE /ELAN VISA	74642170	12/27/2023	ENGINEERING LICENSURE CODY BURNETT	001-197-690-555	73.58
Outstanding Total:					959.11
Department 197 - ENGINEERING Total:					959.11

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ROCIC	0060181	05/31/2023	ANNUAL SERVICE FEE JULY 2023-JUNE 2024	001-201-600-300	300.00
TYLER TECHNOLOGIES	025-435287	09/01/2023	TECHNICAL SERVICES ANNUAL FEES	001-201-918-805	1,152.95
TYLER TECHNOLOGIES	130-141251	11/01/2023	MOBILE SERVER MAINT NOV 23-OCT24	001-201-918-805	9,189.44
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	0313827	11/14/2023	MEMBERSHIP DUES M BALLARD	001-201-690-555	190.00
POLLAN & ASSOC. PA	23763	11/15/2023	UNIFORMS 22 POLO SHIRTS	001-201-535-233	751.99
STARKVILLE FAMILY PRACTICE	SFP163237X181764	11/17/2023	PRISONER MEDICAL	001-201-541-240	185.00
NOVUS GLASS	R10457	11/21/2023	VIN#6901 LEFT & RIGHT SIDE MOULDINGS KIT	001-201-630-360	480.00
STARKVILLE FAMILY PRACTICE	SFP163415X182006	11/22/2023	PRISONER MEDICAL	001-201-541-240	100.00
AT&T VPN SERVICE	2674494809	11/29/2023	DPS NCIC 11/29-12/28/23	001-201-604-330	232.56
STARKVILLE FAMILY PRACTICE	SFP163651X182232	11/29/2023	PRISONER MEDICAL	001-201-541-240	130.00
EVIDENT CRIME SCENE PRODUCTS	236592A	11/30/2023	EVIDENCE BAGS,FINGERPRINT TAPE, ETC	001-201-556-251	449.62
POLLAN & ASSOC. PA	23795	11/30/2023	UNIFORMS FOR ROOKIES TO THE ACADEMY	001-201-535-233	192.94
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-201-604-330	347.33
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-201-604-330	77.33
AT&T VPN SERVICE	3336274802	12/01/2023	VPN SERVICE & ROUTER NOV 23	001-201-604-330	205.61
EVIDENT CRIME SCENE PRODUCTS	236592B	12/04/2023	EVIDENCE SEALING TAPE	001-201-556-251	12.00
RODNEY THOMPSON	INV0036944	12/04/2023	REIMBURSE FOR HEADLIGHT	001-201-630-360	20.18
CITY OF COLUMBUS	SPD-001336-1223	12/05/2023	4 CONTROLLED SUBSTANCES ANALYSIS	001-201-600-300	240.00
MAXXSOUTH BROADBAND	INV0036945	12/06/2023	FORENSIC LAB DEC 2023	001-201-604-330	83.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-201-491-135	20,325.00
R&M TIRES	1149618	12/07/2023	VIN#9664 BRAKE ROTER,REAR DISC PAD,PURSUIT BRAKE	001-201-630-360	727.98
MAGNOLIA BOTTLED WATER CO	58674	12/07/2023	8 COOLER WATER	001-201-501-200	80.00
PRECISION DELTA CORPORATION	29118	12/08/2023	FIRING RANGE SUPLIES	001-201-545-238	2,317.66
INTAPOL	31885	12/08/2023	MOTORCYCLE UNIFORMS	001-201-535-233	454.96
BJ'S FAMILY PHARMACY	483884	12/08/2023	TEXIDOR,HUFFMAN	001-201-541-240	165.98
DPS CRIME LAB	90139228	12/08/2023	MEDICINE FOR PRISONER A BUCHANAN	001-201-541-240	165.98
CHARLIE JONES	INV0036946	12/08/2023	ANALYTICAL FEES	001-201-600-300	300.00
ATMOS ENERGY	INV0036952	12/08/2023	REIMBURSE MEAL SSGT TRAINING	001-201-690-552	217.12
STARKVILLE FAMILY PRACTICE	SFP164025X182561	12/08/2023	MONTHLY USAGE	001-201-625-380	43.93
R&M TIRES	1149727	12/11/2023	PRISONER MEDICAL A BUCHANAN	001-201-541-240	185.00
DANNY MCCLUSKEY TOWING	4346	12/11/2023	VIN#5932 BATTERY	001-201-630-360	25.00
JAMES IKE LANGLEY	1476	12/12/2023	VIN#6900 VIN#4279 TOW VEHICLES	001-201-600-300	100.00
CANON FINANCIAL SERVICES, INC	31751346	12/12/2023	UNCLOG URINAL REPLACE FLUSH VALVE LABOR	001-201-630-426	458.36
CANON FINANCIAL SERVICES, INC	31751347	12/12/2023	CONTRACT/METER USAGE	001-201-635-369	841.38
CANON FINANCIAL SERVICES, INC	31751349	12/12/2023	CONTRACT/METER USAGE	001-201-635-369	57.58
CANON FINANCIAL SERVICES, INC	31751350	12/12/2023	CONTRACT/METER USAGE	001-201-635-369	271.89
CANON SOLUTIONS AMERICA*	31751350	12/12/2023	CONTRACT/METER USAGE	001-201-604-330	99.94
MAGNOLIA BOTTLED WATER CO	68698	12/12/2023	3 COOLER WATER	001-201-501-200	30.00

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	001-201-625-380	27.74
REBECCA WILSON	1	12/13/2023	TRANSCRIPT OF REVOCATION #406-17	001-201-600-300	111.60
WILLIAM WELLS TIRES & AUTO SERVICE	61566	12/13/2023	VIN#2260 POWER BRAKE BOOSTER ETC	001-201-630-360	1,097.68
OKTIBBEHA COUNTY COOPERATIVE	958806	12/13/2023	BOOTS	001-201-535-233	124.85
SHERWIN WILLIAMS CO.	1855-5	12/14/2023	PAINT,TAPE,DROP CLOTH,BRUSH,MASK,POLE	001-201-630-426	148.61
WALMART- CAPITAL ONE	976268	12/14/2023	CAMERA	001-201-556-251	179.00
AT&T-NCIC MONITOR LINE	INV0036955	12/14/2023	MONTHLY USAGE	001-201-604-330	44.54
CHARLIE JONES	INV0036947	12/15/2023	REIMBURSE MEALS SSGT TRAINING	001-201-690-552	223.92
CADENCE /ELAN VISA	INV0036949	12/15/2023	HOLIDAY INN SOUTHAVEN C JONES	001-201-690-552	605.00
NOVUS GLASS	R10490	12/15/2023	VIN#6899 INSTALL PASSENGER SIDE MOULDING KIT	001-201-630-360	140.00
CANON SOLUTIONS AMERICA*	6006468957	12/16/2023	MAINTENANCE	001-201-615-343	24.80
COPY COW	00130459	12/18/2023	FEDEX SHIPPING	001-201-600-300	16.61
R&M TIRES	1149861	12/18/2023	VIN#9661 OIL CHANGE	001-201-630-360	76.95
NEWELL PAPER COMPANY	3161147	12/18/2023	TOWELS,TRASH LINERS,MOHEADS,DISINFECTANT, CUPS ETC	001-201-555-208	462.93
MATTHEW E LASKER	527212790671	12/18/2023	REIMBURSE FOR O'REILLY PURCHASE	001-201-630-360	28.88
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-201-525-231	2,227.22
TWISTED GRAPHIX, LLC	0000598	12/19/2023	VIN#9662 VEHICLE WRAP	001-201-630-360	250.00
POLLAN & ASSOC. PA	23827	12/19/2023	UNIFORMS	001-201-535-233	2,122.56
R&M TIRES	1149919	12/20/2023	VIN#7161 OIL CHANGE	001-201-630-360	101.95
STARKVILLE NARCOTICS	INV0036941	12/21/2023	VARIOUS INFORMANT FEES	001-201-600-304	2,700.00
FOUR COUNTY ELECTRIC	INV0036954	12/21/2023	MONTHLY USAGE	001-201-625-380	136.45
POWER ASSOCIATION					
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	001-201-525-231	2,752.64
Outstanding Total:					54,645.99
Department 201 - POLICE DEPARTMENT Total:					54,645.99

Department: 245 - DISPATCHERS

Outstanding

ART REYES	INV0036948	12/05/2023	REIMBURSE MEALS	001-245-690-552	30.28
ART REYES	INV0036950	12/05/2023	DISPATCHER TRAINING		
FIRST RESPONDER TRAINING LLC	2023-0022	12/11/2023	REIMBURSE MILEAGE	001-245-690-552	19.76
			ART REYES 8 HR NECI COURSE 12/4-12/5	001-245-690-552	300.00
Outstanding Total:					350.04
Department 245 - DISPATCHERS Total:					350.04

Department: 246 - CODE ENFORCEMENT

Outstanding

TRI-STARR MUFFLER & BRAKES	764687	11/28/2023	WATER PUMP,COOLANT,TURN SIGNAL,BELT, LABOR	001-246-630-400	523.91
CA LABS	N23129204	12/13/2023	3 DAY 245 RUTH RD	001-246-600-300	15.00
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-246-525-231	66.58
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	001-246-525-231	30.53
Outstanding Total:					636.02
Department 246 - CODE ENFORCEMENT Total:					636.02

Department: 261 - FIRE DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-261-604-330	77.33
TWISTED GRAPHIX, LLC	0000582	12/06/2023	WALL VINYL	001-261-558-269	990.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-261-491-135	29,000.00
ATMOS ENERGY	INV0036952	12/08/2023	MONTHLY USAGE	001-261-625-380	430.24

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	INV0036952	12/08/2023	MONTHLY USAGE	001-261-625-380	1,154.01
CANON FINANCIAL SERVICES, INC	31751345	12/12/2023	METER USAGE & CONTRACT	001-261-604-330	292.98
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	001-261-625-380	337.16
LOWE'S-FIRE	01472	12/14/2023	100FT WATER HOSE & NOZZLE	001-261-555-250	91.17
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17046084	12/15/2023	GLOVES,BOOTS,HOODS,HELMET	001-261-918-805	3,837.00
EAST MISSISSIPPI LUMBER CO.	31348	12/15/2023	MIX OIL & HOSE REPAIR	001-261-630-360	21.86
PETTY CASH VOUCHERS	INV0036938	12/15/2023	FUEL	001-261-525-231	77.01
AMAZON CAPITAL SERVICES, INC.	1Y9R-CNR4-JLD4	12/16/2023	BOOTS	001-261-535-233	259.26
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0657	12/18/2023	REPAIR MOTOR RESET LIMIT SWITCHES	001-261-558-269	125.00
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-261-525-231	954.78
INTERSTATE BATTERY OF CNTRL MS	3045644	12/19/2023	BATTERY FD3 TRAINING TRUCK	001-261-630-360	173.95
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17046129	12/20/2023	COMPRESSOR SERVICE, AIR TEST, REBUILD KIT	001-261-630-360	1,871.00
LOWE'S-FIRE	01979	12/21/2023	HEAT LAMP	001-261-555-250	10.44
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036954	12/21/2023	MONTHLY USAGE	001-261-625-380	186.87
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	001-261-525-231	663.30
Outstanding Total:					40,553.36

Department 261 - FIRE DEPARTMENT Total: 40,553.36

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-281-604-330	77.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-281-491-135	750.00
CANON FINANCIAL SERVICES, INC	31751351	12/12/2023	CONTRACT/METER USAGE	001-281-604-330	83.20
Outstanding Total:					910.53

Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total: 910.53

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	001-290-625-380	78.07
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036940	12/20/2023	MONTHLY USAGE	001-290-625-380	81.73
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036954	12/21/2023	MONTHLY USAGE	001-290-625-380	65.10
Outstanding Total:					224.90

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 224.90

Department: 301 - STREET DEPARTMENT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1JF6-4KHD-4DLG	10/19/2023	SHOP TOWELS & TRASH BAGS	001-301-555-250	191.19
APAC-MISSISSIPPI, INC	4000164207	11/20/2023	HOTMIX ASPHALT	001-301-560-270	658.36
APAC-MISSISSIPPI, INC	4000164247	11/22/2023	HOTMIX ASPHALT	001-301-560-270	665.99
LEE'S PRECAST CONCRETE, INC	167890	11/30/2023	INLET SS2 BOX TOPS	001-301-560-270	1,745.00
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-301-604-330	77.33
STARKVILLE AUTO PARTS	5151-164460	12/01/2023	HYDRAULIC FLUID & WIRE TIES	001-301-630-400	144.47
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-301-491-135	5,900.00
APAC-MISSISSIPPI, INC	4000165190	12/08/2023	HOTMIX ASPHALT	001-301-560-270	652.91
ATMOS ENERGY	INV0036952	12/08/2023	MONTHLY USAGE	001-301-625-380	523.37
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	001-301-625-380	29,827.03
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	001-301-625-380	19.78
KIMBALL MIDWEST	101731226	12/14/2023	FITTINGS & PARTS FOR AIR BRAKE SYSTEM	001-301-630-360	271.11

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	146.05-1223-STR	12/14/2023	BRIGHTLY SOFTWARE INC	001-301-690-431	6,907.32
CINTAS	4176987530	12/14/2023	SUPPLIES	001-301-555-250	54.23
G&C SUPPLY CO., INC	6931981	12/14/2023	MISC SIGN PARTS AND HARDWARE	001-301-565-272	1,335.20
G&C SUPPLY CO., INC	6931982	12/14/2023	SIGN BRACKETS	001-301-565-272	364.31
G&C SUPPLY CO., INC	6932020	12/14/2023	SIGN BRACKETS	001-301-565-272	278.59
APAC-MISSISSIPPI, INC	4000165815	12/15/2023	HOTMIX ASPHALT	001-301-560-270	660.54
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0036939	12/15/2023	TRAFFIC SIGNAL SPRINNG & LOCKSLEY	001-301-625-380	29.94
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-301-525-231	1,448.30
WATERS TRUCK & TRACTOR CO. INC.	01P131921	12/19/2023	KIT VALVES TRUCK 61	001-301-630-360	54.13
AUTOZONE	0426878121	12/19/2023	PARTS TO REPAIR COOLANT LEAK TRUCK 710	001-301-630-360	144.67
STARKVILLE AUTO PARTS	5151-164736	12/19/2023	HYDRAULIC LUBE,FUEL SPIN ON	001-301-630-360	172.07
CINTAS	4177579564	12/20/2023	SUPPLIES	001-301-555-250	54.23
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036940	12/20/2023	MONTHLY USAGE	001-301-625-380	10,468.45
UNIFIRST CORPORATION	1830079272	12/21/2023	UNIFORMS	001-301-535-233	133.18
IVY AUTO PARTS, LLC.	722422	12/22/2023	FUEL FILTER	001-301-630-360	74.99
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	001-301-525-231	1,156.91
TRAILBOSS TRAILERS, INC.	134084	12/27/2023	MATERIALS FOR DECK REPAIR TO LOWBOY	001-301-630-400	300.40
UNIFIRST CORPORATION	1830080417	12/28/2023	UNIFORMS	001-301-535-233	168.16
Outstanding Total:					64,482.16
Department 301 - STREET DEPARTMENT Total:					64,482.16

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	001-360-604-330	77.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	001-360-491-135	575.00
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	001-360-525-231	45.38
Outstanding Total:					697.71
Department 360 - ANIMAL CONTROL Total:					697.71

Department: 601 - MAIN STREET

Outstanding

KIMLEY HORN	115326003-0223	02/28/2023	MAIN ST IMPROVEMENTS	001-601-911-948	22,000.00
KIMLEY HORN	115326003-0323	03/31/2023	MAIN ST IMPROVEMENTS	001-601-911-948	38,250.00
KIMLEY HORN	115326003-0423	04/30/2023	MAIN ST IMPROVEMENTS	001-601-911-948	22,000.00
KIMLEY HORN	115326003-0623	06/30/2023	MAIN ST IMPROVEMENTS	001-601-911-948	11,150.00
Outstanding Total:					93,400.00
Department 601 - MAIN STREET Total:					93,400.00

Fund 001 - GENERAL FUND Total: 438,325.18

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	015-505-604-330	77.33
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	015-505-491-135	3,100.00
TITAN AVIATION FUELS	B3920959	12/11/2023	AVGAS FUEL	015-505-600-322	15,301.63
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	015-505-625-380	1,837.45
CLEARWATER INC., ENVIRONMENTAL ENGI	119.23302	12/14/2023	GRANT APP 2023 BIL AND DBE PLAN	015-505-720-805	806.80
SUNBELT SEALING INC	1	12/15/2023	CLEANING & SEALING ASPHALT CRACKS	015-505-720-805	3,575.00

CLAIMS DOCKET
Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	68720	12/18/2023	2 FIVE GAL WATER	015-505-541-237	20.00
Outstanding Total:					24,718.21
Department 505 - AIRPORT Total:					24,718.21
Fund 015 - AIRPORT FUND Total:					24,718.21

Fund: 016 - RESTRICTED AIRPORT
Department: 515 - RESTRICTED PROJECTS
Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	119.23302	12/14/2023	GRANT APP 2023 BIL AND DBE PLAN	016-515-730-671	14,522.40
CLEARWATER INC., ENVIRONMENTAL ENGI	119.23302	12/14/2023	GRANT APP 2023 BIL AND DBE PLAN	016-515-730-672	806.80
SUNBELT SEALING INC	1	12/15/2023	CLEANING & SEALING ASPHALT CRACKS	016-515-730-671	64,350.00
SUNBELT SEALING INC	1	12/15/2023	CLEANING & SEALING ASPHALT CRACKS	016-515-730-672	3,575.00
Outstanding Total:					83,254.20
Department 515 - RESTRICTED PROJECTS Total:					83,254.20
Fund 016 - RESTRICTED AIRPORT Total:					83,254.20

Fund: 022 - ENVIRONMENTAL SERVICES
Department: 001 - MISSING DESCRIPTION FOR DEPT - 001
Outstanding

PETTY CASH VOUCHERS	INV0036943	12/20/2023	KROGER-CHRISTMAS LUNCH	022-001-148-651	117.21
Outstanding Total:					117.21
Department 001 - MISSING DESCRIPTION FOR DEPT - 001 Total:					117.21

Department: 322 - SANITATION DEPARTMENT
Outstanding

H&R AGRI-POWER	CN43772A	10/20/2023	DRAWBAR	022-322-555-250	84.15
TERRY'S GARAGE & REPAIRS, LLC	9184	11/07/2023	TRUCK 95 REPAIR	022-322-630-360	204.00
WASTE PRO	279328	11/30/2023	RECYCLING HAUL FEE	022-322-600-431	1,400.00
CSPIRE BUSINESS SOLUTIONS	643956-93	11/30/2023	MONTHLY USAGE	022-322-604-330	77.33
PAUL'S WELDING	1251	12/01/2023	TRUCK 93 REPAIR	022-322-630-252	240.00
EMPIRE TRUCK SALES, LLC	RE005016068.03	12/04/2023	TRUCK 45 REPAIR	022-322-630-360	376.01
INGRAM EQUIPMENT COMPANY,LLC	W01076	12/06/2023	SWEEPER REPAIR	022-322-630-360	3,568.34
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-3	12/07/2023	10/1/23-10/1/24 POLICY	022-322-491-135	21,125.78
UNIFIRST CORPORATION	1830077337	12/07/2023	UNIFORMS	022-322-535-233	347.11
EAST MISSISSIPPI LUMBER CO.	30347	12/11/2023	HARNESS,BACK REST,BACKPLATE,SPOOL,BLADE S	022-322-555-250	149.43
O'REILLY AUTO PARTS	0997-339919	12/12/2023	DEF FLUID, AW 32 HYDR	022-322-525-231	1,144.50
STARKVILLE UTILITIES	INV0036953	12/12/2023	MONTHLY USAGE	022-322-625-380	834.93
GATEWAY TIRE & SERVICE CENTER	1018-189535	12/13/2023	TRUCK 40 TIRES	022-322-630-360	746.92
GATEWAY TIRE & SERVICE CENTER	1018-189741	12/13/2023	TRUCK 45 TIRE	022-322-630-360	430.44
GATEWAY TIRE & SERVICE CENTER	1018-189758	12/13/2023	TRUCK 129 RIGHT RREAR FLAT REPAIR	022-322-630-360	25.50
TERRY'S GARAGE & REPAIRS, LLC	9341	12/13/2023	TRUCK 95 REPAIR	022-322-630-252	526.66
UNIFIRST CORPORATION	1830078403	12/14/2023	UNIFORMS	022-322-535-233	560.73
TERRY'S GARAGE & REPAIRS, LLC	9348	12/14/2023	TRUCK 93 REPAIR	022-322-630-252	434.49
EAST MISSISSIPPI LUMBER CO.	31331	12/15/2023	SUPPLIES	022-322-555-250	88.89
TERRY'S GARAGE & REPAIRS, LLC	9354	12/15/2023	TRUCK 91 OIL CHANGE	022-322-630-252	483.74
EAST MISSISSIPPI LUMBER CO.	31694	12/18/2023	REPAIR ON WEED EATER	022-322-630-406	102.46
FUELMAN / FLEETCOR	NP65626243	12/18/2023	FUEL 12/11/23-12/17/23	022-322-525-231	3,643.87

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP65647179	12/25/2023	FUEL 12/18/23-12/24/23	022-322-525-231	3,065.44
Outstanding Total:					39,660.72
Department 322 - SANITATION DEPARTMENT Total:					39,660.72
Fund 022 - ENVIRONMENTAL SERVICES Total:					39,777.93
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CIVIL LINK	80616	11/30/2023	ROAD MAINT & IMPROVEMENTS PLAN	300-000-600-338	42,900.00
Outstanding Total:					42,900.00
Department 000 - UNDESIGNATED Total:					42,900.00
Fund 300 - CAPITAL PROJECTS FUND Total:					42,900.00
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 300 - STREET DEPARTMENT					
Outstanding					
MARK E. SHAW	61	12/20/2023	UTILITY INSPECTION SERVICES	305-300-600-324	360.00
Outstanding Total:					360.00
Department 300 - STREET DEPARTMENT Total:					360.00
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					360.00
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BURNS COOLEY DENNIS, INC.	45115	11/25/2023	NEEDMORE COMMUNITY CENTER REDEVELOPMENT	312-551-600-102	1,165.00
PARADIGM CONTRACTORS LLC	1	12/14/2023	PICKLEBALL COURT PROJECT # 23031	312-551-901-275	61,020.00
DD CONSULTING	DD23-STARKVILLE014	12/20/2023	PARK IMPROVEMENT BOND	312-551-600-067	600.00
MILLS CONTRACTING LLC	0005	12/21/2023	NEEDMORE COMMUNITY CENTER PRIMARY LOCATION	312-551-901-270	19,199.50
Outstanding Total:					81,984.50
Department 551 - PARK & REC TOURISM Total:					81,984.50
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					81,984.50
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
BURNS DIRT CONSTRUCTION CO.,INC.	2FINAL	12/18/2023	COLONIAL HILLS DRAINAGE CHANNEL IMPROVEMENTS	319-600-948-858	22,737.44
Outstanding Total:					22,737.44
Department 600 - CAPITAL PROJECTS Total:					22,737.44
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					22,737.44
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	10001473	06/02/2023	METER VAULT,INSTALLATIOON,ADMIN FEES CORNERSTONE	375-551-907-942	4,937.02
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	10001522	09/21/2023	WATER TAP, INSPECTION,ADMIN FEE CORNERSTONE PARK	375-551-907-942	2,842.84
Outstanding Total:					7,779.86
Department 551 - PARK & REC TOURISM Total:					7,779.86
Fund 375 - PARK AND REC TOURISM Total:					7,779.86

CLAIMS DOCKET

Post Dates: 12/21/2023 - 12/28/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160003-1123	11/30/2023	HWY 182 REDESIGN	377-318-680-300	171,980.31
NEEL-SCHAFER	1092889	12/15/2023	HWY 182 REVITALIZATION PROJECT	377-318-680-300	27,776.25
Outstanding Total:					199,756.56
Department 318 - MS182/MLK Total:					199,756.56
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					199,756.56
Grand Total:					941,593.88

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	438,325.18	0.00
015 - AIRPORT FUND	24,718.21	0.00
016 - RESTRICTED AIRPORT	83,254.20	0.00
022 - ENVIRONMENTAL SERVICES	39,777.93	0.00
300 - CAPITAL PROJECTS FUND	42,900.00	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	360.00	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	81,984.50	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	22,737.44	0.00
375 - PARK AND REC TOURISM	7,779.86	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	199,756.56	0.00
Grand Total:	941,593.88	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	8,278.00	0.00
001-000-054-205	DUE FROM STARKVILLE ...	1,563.76	0.00
001-000-160-697	DONATION FIRE	1,169.73	0.00
001-005-054-208	DUE FROM PARKS & REC...	1,991.91	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-100-610-350	TRAVEL / TRAINING	800.00	0.00
001-110-491-135	WORKER'S COMPENSAT...	690.00	0.00
001-110-501-200	SUPPLIES	12.50	0.00
001-110-604-330	POSTAGE / COMMUNIC...	915.07	0.00
001-120-491-135	WORKER'S COMPENSAT...	175.00	0.00
001-120-503-202	COMMITTEE SUPPORT	52.98	0.00
001-120-604-330	COMMUNICATIONS	160.53	0.00
001-123-491-135	WORKER'S COMPENSAT...	690.00	0.00
001-123-501-200	SUPPLIES	16.97	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	7,155.00	0.00
001-123-604-330	COMMUNICATIONS	184.80	0.00
001-123-918-805	EQUIPMENT & PYMTS	3,614.02	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	667.00	0.00
001-123-918-807	PHONE SYSTEM	1,800.00	0.00
001-142-491-135	WORKER'S COMPENSAT...	690.00	0.00
001-142-600-303	SOFTWARE - CITYWIDE	12,296.80	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	653.62	0.00
001-142-620-371	BONDING-CITY EMPLOY...	350.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	132.04	0.00
001-180-491-135	WORKER'S COMPENSAT...	500.00	0.00
001-180-501-200	SUPPLIES AND EQUIPM...	182.77	0.00
001-180-600-320	DRUG/BACKGROUND C...	140.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	107.46	0.00
001-190-491-135	WORKER'S COMPENSAT...	175.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	160.53	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	17.35	0.00
001-192-510-220	SUPPLIES	346.56	0.00
001-192-620-370	INSURANCE	4,655.88	0.00
001-192-625-380	UTILITIES	1,042.74	0.00
001-195-625-380	HORSE PARK	6,250.00	0.00
001-195-702-506	STK AREA ARTS COUNCIL	2,625.00	0.00
001-195-900-802	LIBRARY	72,500.00	0.00
001-195-951-955	HUMANE SOCIETY	46,250.00	0.00
001-195-951-969	HERITAGE MUSEUM	2,375.00	0.00
001-197-491-135	WORKER'S COMPENSAT...	725.00	0.00
001-197-604-330	COMMUNICATIONS	160.53	0.00
001-197-690-555	DUES	73.58	0.00
001-201-491-135	WORKER'S COMPENSAT...	20,325.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-501-200	OFFICE SUPPLIES	110.00	0.00
001-201-525-231	GAS & OIL	4,979.86	0.00
001-201-535-233	UNIFORMS	3,647.30	0.00
001-201-541-240	PRISONER MEDICAL/SU...	765.98	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	2,317.66	0.00
001-201-555-208	JANITORIAL SUPPLIES	462.93	0.00
001-201-556-251	POLICE SUPPLIES	640.62	0.00
001-201-600-300	PROFESSIONAL SERVICES	1,068.21	0.00
001-201-600-304	INFORMANT FEES	2,700.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/...	1,090.64	0.00
001-201-615-343	PRINTING & BINDING	24.80	0.00
001-201-625-380	UTILITIES	208.12	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	2,948.62	0.00
001-201-630-426	BUILDING MAINTENANCE	606.97	0.00
001-201-635-369	COPIER RENTAL	1,170.85	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,046.04	0.00
001-201-690-555	DUES	190.00	0.00
001-201-918-805	EQUIPMENT & SOFTWA...	10,342.39	0.00
001-245-690-552	DISPATCHER TRAINING	350.04	0.00
001-246-525-231	GAS & OIL	97.11	0.00
001-246-600-300	PROFESSIONAL SERVICES	15.00	0.00
001-246-630-400	VEHICLE MAINTENANCE	523.91	0.00
001-261-491-135	WORKER'S COMPENSAT...	29,000.00	0.00
001-261-525-231	GAS & OIL	1,695.09	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	259.26	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	101.61	0.00
001-261-558-269	BUILDING MAINTENANCE	1,115.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	370.31	0.00
001-261-625-380	UTILITIES	2,108.28	0.00
001-261-630-360	VEHICLE REPAIRS & MAI...	2,066.81	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	3,837.00	0.00
001-281-491-135	WORKER'S COMPENSAT...	750.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	160.53	0.00
001-290-625-380	UTILITIES / CODE RED	224.90	0.00
001-301-491-135	WORKER'S COMPENSAT...	5,900.00	0.00
001-301-525-231	GAS & OIL	2,605.21	0.00
001-301-535-233	UNIFORMS	301.34	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	299.65	0.00
001-301-560-270	CONSTRUCTION MATER...	4,382.80	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,978.10	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	40,868.57	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	716.97	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	444.87	0.00
001-301-690-431	WORKFLOW SOFTWARE	6,907.32	0.00
001-360-491-135	WORKER'S COMPENSAT...	575.00	0.00
001-360-525-231	GAS & OIL	45.38	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-601-911-948	MAIN STREET IMPROVE...	93,400.00	0.00
015-505-491-135	WORKER'S COMPENSAT...	3,100.00	0.00
015-505-541-237	OPERATING SUPPLIES	20.00	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC...	15,301.63	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	77.33	0.00
015-505-625-380	UTILITIES	1,837.45	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	4,381.80	0.00
016-515-730-671	3-28-0068-029-2023 FAA...	78,872.40	0.00
016-515-730-672	3-28-0068-029-2023 M...	4,381.80	0.00
022-001-148-651	DONATIONS	117.21	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-491-135	WORKER'S COMPENSAT...	21,125.78	0.00
022-322-525-231	GAS & OIL	7,853.81	0.00
022-322-535-233	UNIFORMS	907.84	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	322.47	0.00
022-322-600-431	CONTRACT RECYCLING ...	1,400.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	77.33	0.00
022-322-625-380	UTILITIES	834.93	0.00
022-322-630-252	VEHICLE R&M - COMME...	1,684.89	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	5,351.21	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	102.46	0.00
300-000-600-338	CONTRACT SERVICES	42,900.00	0.00
305-300-600-324	INSPECTION AND TESTI...	360.00	0.00
312-551-600-067	MCKEE - PROFESSIONAL ...	600.00	0.00
312-551-600-102	NEEDMORE - PROFESSI...	1,165.00	0.00
312-551-901-270	NEEDMORE CONSTRUCT...	19,199.50	0.00
312-551-901-275	MCKEE PARK PICKLEBALL...	61,020.00	0.00
319-600-948-858	COLONIAL HILLS DRAIN...	22,737.44	0.00
375-551-907-942	EXISTING PARK IMPROV...	7,779.86	0.00
377-318-680-300	PROFESSIONAL DESIGN ...	199,756.56	0.00
Grand Total:		941,593.88	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	917,896.44	0.00
305300600324	360.00	0.00
312551600067	600.00	0.00
319600948858	22,737.44	0.00
Grand Total:	941,593.88	0.00



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 01/03/24 ACCOUNT 23110					12/28/23		1	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 5 H&R AGRI-POWER											
CN48896	12/15/23	8277 Maintenance		01/03/24	44.24	.00	CHK				
				VENDOR TOTAL:	44.24						
VENDOR: 116 AMAZON CAPITAL SERVICES											
1R6M-MWRH-FFIG	12/27/23	8285 Maintenance		01/03/24	154.98	.00	ACH				
				VENDOR TOTAL:	154.98						
VENDOR: 124 ATMOS ENERGY											
3020752702-12/23	12/27/23	8311 Utility Bill		01/03/24	88.54	.00	ACH				
				VENDOR TOTAL:	88.54						
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS568748	12/27/23	8275 Chemicals		01/03/24	3932.95	.00	ACH				
				VENDOR TOTAL:	3932.95						
VENDOR: 188 BOX CONSTRUCTION LLC											
2023-15	12/27/23	8306 Contract Labor		01/03/24	1700.00	.00	ACH				
2023-16	12/27/23	8307 Contract Labor		01/03/24	1980.00	.00	ACH				
2023-17	12/27/23	8308 Contract Labor		01/03/24	3873.14	.00	ACH				
2023-18	12/27/23	8309 Contract Labor		01/03/24	1420.00	.00	ACH				
2023-19	12/27/23	8310 Contract Labor		01/03/24	6926.50	.00	ACH				
				VENDOR TOTAL:	15899.64						
VENDOR: 194 AUTOZONE											
0426875293	12/27/23	8298 Maintenance		01/03/24	117.99	.00	ACH				
				VENDOR TOTAL:	117.99						
VENDOR: 202 BELL BUILDING SUPPLY											
392106	12/27/23	8316 Materials		01/03/24	52.99	.00	ACH				
				VENDOR TOTAL:	52.99						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
004878	12/15/23	8292 Professional Labor		01/03/24	4944.00	.00	ACH			
VENDOR TOTAL:					4944.00					
VENDOR:										
82036	12/15/23	8295 Testing		01/03/24	4044.41	.00	ACH			
VENDOR TOTAL:					4044.41					
VENDOR:										
S100344139.002	12/27/23	7833 Materials		01/03/24	221.40	.00	ACH			
S100354657.004	12/27/23	8232 Materials		01/03/24	14348.15	.00	ACH			
S100355833.002	12/27/23	8245 Materials		01/03/24	779.76	.00	ACH			
VENDOR TOTAL:					15349.31					
VENDOR:										
362	CONSOLIDATED PIPE & SUPPLY									
3136629-001-000	12/27/23	8263 Materials		01/03/24	110.00	.00	ACH			
3136689-000-000	12/27/23	8259 Materials		01/03/24	1636.00	.00	ACH			
3136813-000-000	12/27/23	8299 Materials		01/03/24	160.00	.00	ACH			
3136897-000-000	12/27/23	8315 Materials		01/03/24	295.00	.00	ACH			
VENDOR TOTAL:					2201.00					
VENDOR:										
470	DNA UNDERGROUND, LLC									
229003-8	12/27/23	0 Main & Lampkin Water/Sewer I		01/03/24	175848.91	.00	CHK			
VENDOR TOTAL:					175848.91					
VENDOR:										
496	EAST MISS LUMBER									
32431	12/27/23	8322 Repairs		01/03/24	75.44	.00	CHK			
32438	12/27/23	8322 Repairs		01/03/24	46.05	.00	CHK			
32522	12/27/23	8322 Repairs		01/03/24	326.00	.00	CHK			
VENDOR TOTAL:					447.49					
VENDOR:										
621	EMPIRE TRUCK SALES, LLC									
CE005107772:01	12/15/23	8280 Maintenance		01/03/24	20.70	.00	CHK			
CE005107789:01	12/15/23	8282 Maintenance		01/03/24	130.01	.00	CHK			
CE005107796:01	12/15/23	8282 Maintenance		01/03/24	134.95	.00	CHK			
VENDOR TOTAL:					285.66					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 01/03/24 ACCOUNT 23110					12/28/23		09:22 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ	
VENDOR: 690 GARVER LLC											
23W10050-4	12/27/23	8160 WWTP Evaluation		01/03/24	16465.60	.00	ACH				
				VENDOR TOTAL:	16465.60						
VENDOR: 702 HACH											
13809881	12/27/23	8110 Testing		01/03/24	3451.00	.00	ACH				
				VENDOR TOTAL:	3451.00						
VENDOR: 713 GILLILANDS TREE SERVICE											
INV082	12/27/23	8302 ROW Clearing		01/03/24	575.00	.00	ACH				
				VENDOR TOTAL:	575.00						
VENDOR: 765 HYDRA SERVICE, INC.											
174175	12/15/23	5426 Pump Rental		01/03/24	5358.00	.00	ACH				
174180	12/15/23	5425 Pump Rental		01/03/24	1166.00	.00	ACH				
174429	12/27/23	5424 Pump Supplies		01/03/24	437.00	.00	ACH				
174432	12/27/23	5422 Pump Supplies		01/03/24	506.00	.00	ACH				
				VENDOR TOTAL:	7467.00						
VENDOR: 1010 JT RAY CO											
231215-0547	12/27/23	6040 Copier Service		01/03/24	94.67	.00	ACH				
				VENDOR TOTAL:	94.67						
VENDOR: 1205 LOWE'S											
901581-MESEHI	12/15/23	8290 Testing Supplies		01/03/24	34.08	.00	CHK				
901588-MFKTTL	12/27/23	8304 Supplies		01/03/24	17.37	.00	CHK				
901794-MEWWNE	12/27/23	8291 Tools		01/03/24	30.31	.00	CHK				
994614-MFBWWY	12/27/23	8289 Supplies		01/03/24	78.66	.00	CHK				
				VENDOR TOTAL:	160.42						
VENDOR: 1280 MABCO WELDING											
1415	12/27/23	8303 Equipment		01/03/24	1645.90	.00	ACH				
				VENDOR TOTAL:	1645.90						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
864001	12/15/23	1322 MMC MATERIALS, INC.		01/03/24	519.00	.00	ACH			
864366	12/27/23	8262 Concrete		01/03/24	385.63	.00	ACH			
				VENDOR TOTAL:	904.63					
VENDOR:										
496961	12/27/23	1329 NORTH CENTRAL LABORATORIES		01/03/24	1674.95	.00	ACH			
				VENDOR TOTAL:	1674.95					
VENDOR:										
1159	12/27/23	1334 MYERS FENCE SALES		01/03/24	7000.00	.00	ACH			
				VENDOR TOTAL:	7000.00					
VENDOR:										
3161116	12/27/23	1390 JACKSON NEWELL PAPER CO		01/03/24	249.23	.00	ACH			
				VENDOR TOTAL:	249.23					
VENDOR:										
1092317	12/27/23	1396 NEEL-SCHAFFER		01/03/24	4576.26	.00	ACH			
				VENDOR TOTAL:	4576.26					
VENDOR:										
S2636317.001	12/27/23	1400 NESCO		01/03/24	315.78	.00	ACH			
				VENDOR TOTAL:	315.78					
VENDOR:										
90838	12/27/23	1406 NORTHEAST EXTERMINATING		01/03/24	250.00	.00	ACH			
				VENDOR TOTAL:	250.00					
VENDOR:										
958295	12/15/23	1525 OKTIBBEHA COUNTY COOP		01/03/24	85.68	.00	ACH			
958682	12/27/23	8279 Landscape Repairs		01/03/24	143.50	.00	ACH			
959526	12/27/23	8288 Materials		01/03/24	331.10	.00	ACH			
961150	12/27/23	8287 Uniforms		01/03/24	42.98	.00	ACH			
		8320 Supplies								

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 01/03/24 ACCOUNT 23110					5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
961183	12/27/23	8321 Uniforms		01/03/24	119.26	.00	ACH		
VENDOR TOTAL:					722.52				
VENDOR: 1860 RJ YOUNG COMPANY									
INV6692831	12/27/23	7485 Copier Services		01/03/24	33.00	.00	ACH		
VENDOR TOTAL:					33.00				
VENDOR: 1917 RONNIE JONES CONST, INC.									
20232175	12/27/23	8268 Crusher Run		01/03/24	2758.93	.00	ACH		
VENDOR TOTAL:					2758.93				
VENDOR: 2000 TALKING WARRIOR WATER ASSOC									
NOV 2023	12/27/23	0 TWA Water Revenues		01/03/24	2552.02	.00	ACH		
VENDOR TOTAL:					2552.02				
VENDOR: 2001 TAYLOR POWER SYSTEMS INC.									
03106008	12/27/23	8095 Generator Maintenance		01/03/24	1703.00	.00	ACH		
03111372	12/27/23	8095 Generator Maintenance		01/03/24	1927.00	.00	ACH		
03111373	12/27/23	8095 Generator Maintenance		01/03/24	1927.00	.00	ACH		
03111374	12/27/23	8095 Generator Maintenance		01/03/24	2386.00	.00	ACH		
VENDOR TOTAL:					7943.00				
VENDOR: 2039 TRIPLE C TRAILERS LLC									
2614	12/27/23	8313 Maintenance		01/03/24	425.00	.00	CHK		
VENDOR TOTAL:					425.00				
VENDOR: 2104 UPS									
000024W1X6493	12/27/23	6043 Postage		01/03/24	42.87	.00	CHK		
VENDOR TOTAL:					42.87				
VENDOR: 2111 USA BLUEBOOK									
INV00220290	12/27/23	8284 Materials		01/03/24	256.86	.00	ACH		
INV0224427	12/27/23	8305 Materials		01/03/24	232.53	.00	ACH		
VENDOR TOTAL:					489.39				

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING		UNPAID INVOICES		PAGE	
PRG. ACTPAYLT		FOR: 01/03/24 ACCOUNT 23110				6	
						RUN DATE 12/28/23 09:22 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP
VENDOR:		2202 WAYPOINT ANALYTICAL					PAYD PAID/VOID CHECK/
1079002	12/27/23	6042 Testing		01/03/24	312.00	.00	DATE ACH SEQ
		VENDOR TOTAL:			312.00		
VENDOR:		9909857 MITCHELL, MCNUTT & SAMS PA					
475206	12/27/23	7871 Legal Services		01/03/24	893.00	.00	CHK
		VENDOR TOTAL:			893.00		
		GRAND TOTAL:			284414.28		

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 01/03/24 ACCOUNT 23200						RUN DATE 12/28/23 09:23 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
1272	12/15/23	11878 Uniforms		01/03/24	245.08	.00	ACH			
			VENDOR TOTAL:			245.08				
VENDOR:										
03093113	12/27/23	11610 Materials		01/03/24	308.00	.00	ACH			
			VENDOR TOTAL:			308.00				
VENDOR:										
12212023	12/27/23	11684 Dump Truck		01/03/24	92806.00	.00	ACH			
			VENDOR TOTAL:			92806.00				
VENDOR:										
	12/27/23	11901 Supplies		01/03/24	63.74	.00	ACH			
1DQW-XL1P-QNVK	12/27/23	11895 Supplies		01/03/24	34.15	.00	ACH			
1GY9-7G4N-3QVJ	12/27/23	11876 Supplies		01/03/24	129.68	.00	ACH			
1HW9-6GVH-WNT3	12/15/23	11886 Supplies		01/03/24	65.99	.00	ACH			
1L9T-L1DD-F7M9	12/15/23	11887 Supplies		01/03/24	20.54	.00	ACH			
1QF9-NXL3-TG6T	12/27/23	11876 Supplies		01/03/24	589.85	.00	ACH			
1QYM-FPKG-L49G	12/15/23	11888 Supplies		01/03/24	57.98	.00	ACH			
1YW7-M3MC-7DLN	12/27/23	11900 Supplies		01/03/24	38.12	.00	ACH			
			VENDOR TOTAL:			1000.05				
VENDOR:										
	12/27/23	11870 Safety Supplies		01/03/24	250.34	.00	ACH			
IO622574	12/27/23	11869 Safety Supplies		01/03/24	428.41	.00	ACH			
IO622608	12/27/23	11867 Safety Supplies		01/03/24	347.60	.00	ACH			
			VENDOR TOTAL:			1026.35				
VENDOR:										
	12/15/23	11755 Utility Bill		01/03/24	641.32	.00	ACH			
3012612404-12/23			VENDOR TOTAL:			641.32				
VENDOR:										
	12/27/23	11929 Engineering Services		01/03/24	3265.00	.00	ACH			
11650	12/27/23	11930 Engineering Services		01/03/24	990.00	.00	ACH			
11651										

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK
11652	12/27/23	11931	Engineering Services	INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
11653	12/27/23	11932	Engineering Services		01/03/24	720.00	.00	ACH			
VENDOR TOTAL:						5140.00					
VENDOR:	317	CHRIS MITCHELL MANAGEMENT									
058	12/27/23	11582	Management Consultant Fees		01/03/24	6175.00	.00	ACH			
VENDOR TOTAL:						6175.00					
VENDOR:	400	IVY AUTO PARTS									
722062	12/27/23	11902	Maintenance		01/03/24	361.98	.00	ACH			
VENDOR TOTAL:						361.98					
VENDOR:	455	EXELL WATER & COFFEE, INC.									
457379	12/27/23	10898	Water		01/03/24	55.74	.00	ACH			
VENDOR TOTAL:						55.74					
VENDOR:	489	DIVERSE CONSTRUCTION									
1146	12/27/23	11747	Maintenance		01/03/24	2000.00	.00	ACH			
VENDOR TOTAL:						2000.00					
VENDOR:	504	ELEC MOTOR SALES/SERVICE									
631335	12/27/23	11658	Maintenance		01/03/24	248.49	.00	CHK			
VENDOR TOTAL:						248.49					
VENDOR:	616	FUELMAN									
65626243	12/27/23	11485	Fuel		01/03/24	1575.16	.00	CHK			
NP65596399	12/15/23	11485	Fuel		01/03/24	2117.86	.00	CHK			
VENDOR TOTAL:						3693.02					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-189710	12/27/23	11894	Maintenance		01/03/24	131.38	.00	ACH			
VENDOR TOTAL:						131.38					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 809 HOWARD INDUSTRIES, INC.											
244024-192701	12/27/23	10522	Materials		01/03/24	41514.00	.00	ACH			
VENDOR TOTAL:						41514.00					
VENDOR: 1010 JT RAY COMPANY											
231215-0543	12/27/23	10901	Copier Services		01/03/24	147.05	.00	ACH			
231215-0544	12/27/23	10901	Copier Services		01/03/24	223.97	.00	ACH			
231215-0545	12/27/23	10901	Copier Services		01/03/24	30.00	.00	ACH			
231215-0548	12/27/23	10900	Copier Services		01/03/24	248.12	.00	ACH			
VENDOR TOTAL:						649.14					
VENDOR: 1205 LOWE'S											
901512-MECNMS	12/27/23	11904	Supplies		01/03/24	9.49	.00	CHK			
901708-MEGPTV	12/27/23	11914	Tools		01/03/24	87.30	.00	CHK			
901869-MAYJOK	12/27/23	11913	Supplies		01/03/24	39.86	.00	CHK			
980322-MBXFTB	12/27/23	11912	Maintenance		01/03/24	35.13	.00	CHK			
983320-MEGPWD	12/27/23	11906	Supplies		01/03/24	39.82	.00	CHK			
VENDOR TOTAL:						211.60					
VENDOR: 1217 LIGHTS AND BALLASTS LLC											
255388	12/27/23	11596	Maintenance		01/03/24	375.00	.00	ACH			
VENDOR TOTAL:						375.00					
VENDOR: 1287 MAXXSOUTH BROADBAND											
12192023	12/27/23	11707	Internet Service		01/03/24	69.00	.00	CHK			
VENDOR TOTAL:						69.00					
VENDOR: 1317 MEYER UTILITY STRUCTURES-LLC											
140821	12/27/23	11758	Materials		01/03/24	18904.00	.00	ACH			
VENDOR TOTAL:						18904.00					
VENDOR: 1400 NESCO											
S2620176.001	12/27/23	11655	Materials		01/03/24	189.57	.00	ACH			
S2625202.001	12/27/23	11720	Materials		01/03/24	175.02	.00	ACH			
S2629501.001	12/27/23	11818	Materials		01/03/24	218.11	.00	ACH			
S2635128.001	12/27/23	11896	Materials		01/03/24	836.02	.00	ACH			

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 01/03/24 ACCOUNT 23200					4	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	RUN DATE	CHECK/ACH SEQ
VENDOR:	1525	OKTIBBEHA CO. CO-OP						12/28/23	09:23 AM
	961697	12/27/23 11927 Uniforms		01/03/24	146.12	.00	ACH		
		VENDOR TOTAL:			146.12				
VENDOR:	1825	THE WELDING WORKS LLC							
	1846	12/27/23 11905 Maintenance		01/03/24	437.50	.00	CHK		
		VENDOR TOTAL:			437.50				
VENDOR:	1887	S & S LINE SERVICE INC							
	2740	12/27/23 10904 ROW Clearing		01/03/24	1568.40	.00	ACH		
	2741	12/27/23 10904 ROW Clearing		01/03/24	5694.15	.00	ACH		
VENDOR:	1891	S & K DOOR & SPECIALTY CO							
	81352	12/27/23 11933 Maintenance		01/03/24	205.00	.00	ACH		
		VENDOR TOTAL:			205.00				
VENDOR:	1892	SAM HARRIS PAINTING							
	121223	12/27/23 11907 ROW Clearing		01/03/24	1600.00	.00	ACH		
		VENDOR TOTAL:			1600.00				
VENDOR:	1913	SECURITY SOLUTIONS							
	19723	12/27/23 11928 Fire Alarm Inspection		01/03/24	350.00	.00	ACH		
		VENDOR TOTAL:			350.00				
VENDOR:	1940	STUART C. IRBY							
	S013818905.001	12/27/23 11816 Uniforms		01/03/24	479.88	.00	ACH		
		VENDOR TOTAL:			479.88				

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 01/03/24 ACCOUNT 23200						5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
INV0097286	12/27/23	11910 Lineman Apprenticeship		01/03/24	845.00	.00	ACH				
INV0097290	12/27/23	11911 Lineman Apprenticeship		01/03/24	845.00	.00	ACH				
INV0097319	12/27/23	11909 Lineman Apprenticeship		01/03/24	845.00	.00	ACH				
INV0097320	12/27/23	11908 Lineman Apprenticeship		01/03/24	845.00	.00	ACH				
				VENDOR TOTAL:	3380.00						
VENDOR: 2118 BORDER STATES ELECTRIC											
927537902	12/27/23	11432 Materials		01/03/24	2820.00	.00	ACH				
				VENDOR TOTAL:	2820.00						
VENDOR: 2300 WALMART COMMUNITY BRC											
1652800662	12/27/23	0 Supplies		01/03/24	281.13	.00	CHK				
				VENDOR TOTAL:	281.13						
VENDOR: 2324 WREN BODY WORKS LLC											
40673	12/27/23	11892 Maintenance		01/03/24	530.00	.00	ACH				
				VENDOR TOTAL:	530.00						
				GRAND TOTAL:	198834.90						



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPARTMENT: Finance
AGENDA DATE: January 2, 2024
PAGE: 1

SUBJECT: Request approval to declare the following items as surplus property and sell to the highest bidder on GovDeals, discard or sell directly to a scrap dealer.

ITEMS TO BE DECLARED SURPLUS:

Fire:

Sprint truck 2	VIN 2502	GMC	Sierra	2005
E31	VIN 7332	International	4900	1997
FD7	VIN 8534	Ford	F150	2002
T - White	VIN 9087	Ford	Crown Vic	2003
Sprint truck 1	VIN 9523	GMC	Sierra	2005
Engine 4 (MSU)	VIN 7865	FMC		

Sanitation:

2002 Dodge Durango 1B4HR38N82F164006
Kubota Tractor Model 1085HC Serial 50124

Park Department:

2014 Dodge Ram VIN 3679

**REQUESTING
DEPARTMENT:** CCO

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk / CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin

STAFF RECOMMENDATION:

The listed items are no longer useful for various reasons. It is recommended that the City of Starkville surplus these items in order to clean up inventory lists as well as City property and recover whatever cash value can be obtained.

SUGGESTED MOTION:

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 02, 2024
Page: 1

SUBJECT:

Request authorization to hire Bonnie Brumley-Edwards as a Permit Technician in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt salary of \$45,000 (\$21.63/hour) based on 2080 hours.

FISCAL NOTE:

100% is budgeted from Community Development line item # 001-281-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Bridgette McCleer who resigned.

REQUESTING DEPARTMENT:

Community Development Department.

DIRECTOR'S AUTHORIZATION:

Stein McMullen, Building Official or
Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Stein McMullen, Building Official or;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Bonnie Brumley-Edwards as a Permit Technician in the Community Development Department.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 02, 2024
Page: 1

SUBJECT:

Request authorization to hire Dontavious Howard as Commercial Driver in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Dontavious Howard - Annual Salary of \$37,897.60 (\$18.22 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by J.P Buford who was a no call no show.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Dontavious Howard as Commercial Driver in the Sanitation & Environmental Services Department.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 03, 2024
Page: 1

SUBJECT:

Request authorization to hire Trevon Outlaw and Darian King as Sanitation Workers in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Trevon Outlaw - Annual Salary of \$31,616.00 (\$15.20 per hour) based on 2080 hours.

Darian King - Annual Salary of \$31,616.00 (\$15.20 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

These are replacement positions previously held by Demorial Logan and Zaquentin Hall who resigned. Trevon Outlaw and Darian King were hired as seasonal sanitation workers on 9/29/2023 and 10/17/2023 respectively and are now transitioning to full time sanitation workers.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Trevon Outlaw and Darian King as Sanitation Workers in the Sanitation & Environmental Services Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 02, 2023
Page: 1

SUBJECT:

Consideration of approving the revised Personnel Manual for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

The City of Starkville (City) provides its Employees with a Personnel Manual for guidance in their duties.

The last update was in November of 2021. We spent time with each Department Head to discuss issues, concerns and opportunities. Since the last update many changes have taken place, such as some of the laws, as well as a need to develop a comprehensive Harassment Policy, just to name a few.

The updated Personnel Manual includes the following:

- Housekeeping changes to improve readability and comprehension (e.g: clerical,formatting, organization, indexing, movement of text, added clarity, and updated data.
- Moderate and substantial changes to incorporate practices or remove outdated text in all sections.
- Writing new policies as necessary and making sure we were within current laws on a variety of subjects.

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to approving the revised Personnel Manual for the City of Starkville.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: January 2, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of canceling the remainder of the construction administration contract with Kimley Horn for the Needmore Center.

SUMMARY:

The Kimley Horn proposal for the George Evans/Needmore Community Center was approved May 17th, 2022. As part of that proposal, construction administration was included. During the design process, the project turned into a majority vertical construction job with the community center. The vertical nature of the project lends itself to being overseen by an architect instead of an engineering firm.

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty @ 662-323-2294 or bdoherty@sportsfacilities.com

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for canceling the remainder of the construction administration contract with Kimley Horn for the Needmore Center.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: January 2, 2024
PAGE: Page 1 of 20

SUBJECT:

Consideration of approval of the professional services contract with Architectonics, PLLC in the amount \$10,000 for the Needmore Center Project.

SUMMARY:

This is a professional services contract for the remaining construction administration for the new Needmore Center.

Amount: \$10,000.00

Fund 312: Parks Bond

REQUESTING DEPARTMENT: Parks & Recreation
DIRECTOR'S AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty @ 662-323-2294 or bdoherty@sportsfacilities.com

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approval of the professional services contract with Architectonics, PLLC for the Needmore Center Project.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of December in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Starkville
Lynn Spruill, Mayor

and the Architect:
(Name, legal status, address and other information)

Architectonics pllc Thomas Stewart, Architect
300A Greensboro Street
Starkville, MS 39759

for the following Project:
(Name, location and detailed description)

Needmore Community Center
610 E Gillespie St., Starkville, MS 39759
new community center for City of Starkville.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Services are to provide Construction Administration on existing project already under construction.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Needmore Community Center Redevelopment located on East Gillespie Street, Starkville, MS

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Current project contract sum is \$2,311,817.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

(Paragraph deleted)

.2 Construction commencement date:

8-1-23

.3 Substantial Completion date or dates:

.4 Other milestone dates:

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lynn Spruill, Mayor
City of Starkville

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Chris Williams, P.E., City of Starkville

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Burns Cooley Dennis

.2

(Paragraphs deleted)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Testing
Burns Cooley Dennis

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Thomas Stewart, AIA, Architect
300A Greensboro Street
Starkville, MS 39759

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

(Paragraphs deleted)

.1 Mechanical Engineer:

ERG
Chad Moore P.E.

.3 Electrical Engineer:

Shultz-Wynne Electrical Engineers
Mike Wynne P.E.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand (\$ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

(Paragraph deleted)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 twenty (20) visits to the site by the Architect during construction
- .3 three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

n.a.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n.a.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Ten Thousand Dollars, (\$10,000.00)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N.A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly at a rate of \$150/hr.

Init.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	one hundred percent (	100 %)
Total Basic Compensation	one hundred percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Thomas Stewart	\$150.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

scope of work is to provide Construction Administration Services for remainder of project already under construction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Thomas C. Stewart, Architect

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1098015576)



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 01.02.2024
PAGE: 1

SUBJECT: Approval of Work Authorization 24-01 with Clearwater Consultants, Inc. to provide engineering services for the Influent Pump Station Rehabilitation.

AMOUNT & SOURCE OF FUNDING: \$720,000; Mississippi Development Authority, CDBG
\$180,000; Local
\$900,000; Total

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

Clearwater Consultants was previously approved to provide engineering services for the Influent Pump Station Rehabilitation. Work completed to date includes the preparation of a preliminary engineering report for the ARC grant application. The proposed work would provide design, bid, and construction phase services in relation to this project.

SUGGESTED MOTION:

Move approval of Work Authorization 24-01 with Clearwater Consultants, Inc. to provide engineering services for the Influent Pump Station Rehabilitation.

**EXHIBIT B – SCOPE OF SERVICES
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI**

WORK AUTHORIZATION Number 24-01

2024 Influent Wastewater Pump Station Improvements

PROJECT DESCRIPTION:

The OWNER intends to make improvements to the wastewater treatment facility main influent pump station. The improvements contemplated include a variety of equipment replacement, modification, rehabilitation and upgrade to the 42 year-old facility (hereinafter called the PROJECT) and is engaging the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary drawings as appropriate, determine the extent of the project.

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final detailed design contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approval as required.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

B. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

C. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER

shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs".
13. Record Drawing preparation.

SECTION II – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT.

- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: January 2, 2024
PAGE: 1

SUBJECT: Accept emergency authorization consistent with Presidential Determination No. 2022-19 from Howard Industries Inc. to purchase two 100KVA transformers in the amount of \$41,514.00

AMOUNT & SOURCE OF FUNDING: 2023/24 Budget

FISCAL NOTE: Emergency purchase based on 9/6/22 authorization

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is a quote to purchase 2 new transformers.

Attached is a copy of the quote and Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization consistent with Presidential Determination No. 2022-19 from Howard Industries Inc. to purchase two 100KVA transformers in the amount of \$41,514.00



REMIT TO
HOWARD INDUSTRIES, INC.
P. O. BOX 11407
BIRMINGHAM, AL 35246-1132

ALL OTHER CORRESPONDENCE TO
P.O. BOX 1588
LAUREL, MISSISSIPPI 39441

INVOICE NUMBER	HI ORDER NO.	INVOICE DATE
244024-192701	7976	12/07/23

* TO ASSURE PROPER CREDIT PLEASE REFER
TO INVOICE AND CUSTOMER NO.'S WHEN
REMITTING.
TERMS: NET 30 DAYS

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STARKVILLE UTILITIES
605 DR MLK JR DR EAST
STARKVILLE MS 39759

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T
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STARKVILLE UTILITIES
605 HIGHWAY 182 EAST
STARKVILLE MS 39759

*** EMAILED TO ACCOUNTSPAYABLE@STARKVILLEUTILITIES.COM

CUSTOMER ORDER NO.		SALES ORDER NO. (NO. 1 NO. 2)		DATE SHIPPED	B/L NUMBER	HOW SHIPPED - F.O.B.	PREPAID	
10522		10083		12/06/23	308177	HOWARD TRANSPORTATION		
YOUR ITEM NO.	CATALOG NUMBER	DESCRIPTION			UNIT PRICE	QTY SHIPPED	AMOUNT	
3	6280-227476-203	100KVA 12470GRDY/7200 NT DF LF (7976-003) - 240/120			\$20757.00	2	\$41,514.00	
		INVOICE PRICE ESCALATION %			\$20757.00		\$41,514.00	
SERVICE CHARGES OF .05 PERCENT WILL BE CHARGED FOR EACH DAY AN INVOICE REMAINS OUTSTANDING OVER 30 DAYS (ANNUAL PERCENTAGE RATE - 18 PERCENT).							SALES TAX	\$.00
UNITS	WEIGHT IN LBS.	TRAN AMT \$2,698.41 QUOTE NO.-ME5245					TOTAL AMOUNT DUE	
2		T-2 C-00 H2392OW0120930 02913 /					\$41,514.00	



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: September 6, 2022
PAGE: 1

SUBJECT: Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.

AMOUNT & SOURCE OF FUNDING: 2022-2023

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

SUGGESTED MOTION:

Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.