MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 4, 2025

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 4, 2025 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderwoman Sandra Sistrunk was absent.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

There being no changes requested; the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Moreland offered a motion, duly seconded by Alderman Rupp, to approve the February 4, 2025 Official Agenda as amended. The Board voted as follows:

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

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGULAR MEETING OF TUESDAY, FEBRUARY 4, 2025
5:30 P.M., COURT ROOM, CITY HALL - 110 WEST MAIN STREET

I. <u>CALL THE MEETING TO ORDER</u>

II. <u>PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE</u>

III. <u>APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS</u>

IV. <u>APPROVAL OF THE BOARD OF ALDERMEN MINUTES</u>

CONSIDERATION OF THE MINUTES OF THE JANUARY 7, 2025 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 21, 2025 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (606 WHITFIELD ST, 205 CURTIS CIRCLE AND 206 CURTIS CIRCLE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE RENEWAL OF THE THREE-YEAR CONTRACT WITH RETAIL STRATEGIES.

B. CONSIDERATION OF 19 YOUTH AND 5 CHAPERONES TO ATTEND THE MAYOR'S YOUTH COUNCIL LEADERSHIP SUMMIT TO BE HELD IN HATTIESBURG FEBRUARY 28 – MARCH 1 AT A COST OF $1,375.00 PLUS ADVANCE TRAVEL, MEALS AND HOTEL.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPROVAL TO PAY POLL MANAGERS $125 AND R & R MANAGERS $145 PER ELECTION DAY AND $25 FOR THE TRAINING CLASS.

B. CONSIDERATION OF THE ELECTION CONTRACT WITH THE DEMOCRATIC COMMITTEE.

C. CONSIDERATION OF THE ELECTION CONTRACT WITH THE REPUBLICAN COMMITTEE.

D. CONSIDERATION OF A RESOLUTION DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

E. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT NAMING A SUCCESSOR PAYING AGENT FOR THE $10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, DATED AND ISSUED MAY 1, 2019; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE 91.8 ACRES OF FARM LAND FOR AN ANNUAL AGRICULTURAL LEASE AT THE GEORGE M. BRYAN FIELD AIRPORT.

2. REQUEST APPROVAL TO PURCHASE A JOHN DEERE 4052R COMPACT UTILITY TRACTOR FROM DEERE COMPANY ON STATE CONTRACT #8200073314 IN THE AMOUNT OF $53,310.66 AND SELL THE 1982 TRACTOR WHEN THE NEW ONE IS OPERATIONAL.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF CMP 25-01 A REQUEST FOR A RENEWAL OF A CONCEPTUAL MASTER PLAN TO DETERMINE USE DESIGNATIONS FOR TWO PARCELS ZONED OPTIONAL DISTRICT LOCATED ON HIGHWAY 25 WITH THE PARCEL NUMBERS 119 -29-006.02 AND 119 -32-002.01.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TUNNEL, SPANGLER ASSOCIATES, INC. (TSW) FOR UPDATING THE CITY'S COMPLETE STREETS POLICY, TRAFFIC CALMING POLICY, PROVIDING ON-CALL DESIGN SERVICES, AND OTHER MULTI-MODAL TRANSPORTATION-RELATED SERVICES FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF $25,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 27, 2025 FOR FISCAL YEAR ENDING 9/30/25, 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.

F. FIRE DEPARTMENT

1. CONSIDERATION TO PURCHASE (4) DELL RUGGED (LAPTOPS) IN PLACE OF THE 4 LAPTOPS AUTHORIZED ON OCTOBER 1, 2024, FROM NEXTSTEP INNOVATION, THE LOWER OF TWO QUOTES, AT A COST OF $8,496.00 WITH THE CITY TO BE REIMBURSED $6,060.00 FROM THE HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DREW HUSKISON AS AN STUDENT INTERN FOR STARKVILLE UTILITIES.

2. REQUEST AUTHORIZATION TO HIRE JONATHAN MILES AS A CERTIFIED FIREFIGHTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF $20,591.18 FOR HAULING THE EXCESS SOIL FROM MCKEE PARK TO THE SPORTSPLEX.

2. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM ECON CONSTRUCTION, INC. IN THE AMOUNT OF $10,715.00 FOR RECOATING THE EXISTING J L KING SPLASHPAD.

J. POLICE DEPARTMENT

1. POLICE

   a. REQUEST APPROVAL FOR OFFICER JACKSON FRENCH TO ATTEND THE STREET COP'S "STREET SMART COP/PRO-ACTIVE PATROL TACTICS" TRAINING IN OXFORD, ALABAMA ON FEBRUARY 9 –10, 2025 AT A COST NOT TO EXCEED $750.00 WITH ADVANCE TRAVEL IF NEEDED.

   b. REQUEST APPROVAL FOR CORPORAL STEPHEN GARCIA TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION'S TACTICAL SCOUTING TRAINING IN HUNTSVILLE, ALABAMA ON MARCH 24 – 25, 2025 AT A COST NOT TO EXCEED $750.00 WITH ADVANCE TRAVEL IF NEEDED.

   c. REQUEST APPROVAL TO ENTER INTO A CONTRACT BETWEEN THE CITY OF STARKVILLE POLICE DEPARTMENT AND MISSISSIPPI STATE UNIVERSITY TO PROVIDE TRAFFIC CONTROL SERVICES AT MSU ATHLETICS EVENTS NOT TO EXCEED $150,000.00 ANNUALLY WITH THE TERM OF THIS AGREEMENT TO AUTOMATICALLY EXTEND BY A 1-YEAR TERM AT THE CONCLUSION OF EACH YEAR FOR UP TO A TOTAL TERM OF 5 YEARS UNLESS EITHER PARTY SHALL NOTIFY THE OTHER IN WRITING PRIOR TO THE EXPIRATION OF A TERM THAT THE OTHER PARTY DOES NOT WISH TO RENEW.

2. CODE ENFORCEMENT

   THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE FIFTEEN (15) FRONT LOAD CONTAINERS FROM PLUM CREEK AT THE SOURCE OF SUPPLY BID APPROVED SEPTEMBER 3, 2024 FOR A TOTAL COST OF $14,625.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR MATERIAL PURCHASE FOR THE HEADWORKS IMPROVEMENTS PROJECT AT THE WASTEWATER TREATMENT PLANT.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT HENDERSON WELL AT CURRY STREET.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT ACADEMY.

4. CONSIDERATION OF EXECUTING THE EXPANDED FLEXIBILITY AGREEMENT WITH TVA AND AMENDING THE GREEN INVEST TRANCHE AMENDMENT AGREEMENT PENDING THE CITY ATTORNEY APPROVAL AND TVA CONCURRENCE.

5. REQUEST AUTHORIZATION FOR A CONTRACT RENEWAL WITH CHEMPRO SERVICE FOR HERBICIDE SPRAYING FOR UTILITY EASEMENTS.

XII. CLOSED DETERMINATION SESSION
XIII. OPEN SESSION
XIV. EXECUTIVE SESSION
XV. OPEN SESSION
XVI. RECESS UNTIL FEBRUARY 18, 2025 @ 5:30 IN THE COURT ROOM AT110 W MAIN ST.

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

Consent items 2 – 29:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 7, 2025 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 7, 2025 regular meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 17, 2025 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JANUARY 21, 2025 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 21, 2025 recess meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE RENEWAL OF THE THREE-YEAR CONTRACT WITH RETAIL STRATEGIES.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of the three-year contract with Retail Strategies" is enumerated, this consent item is thereby approved.

AGREEMENT TO PROVIDE CONSULTING SERVICES

This Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Oktibbeha County Economic Development Authority ("OCEDA"), the Greater Starkville Development Partnership ("GSDP"), and the City of Starkville, MS, ("Starkville") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this __1st__day of __February__ 2025 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the "Services"):

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee"). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	$30,000

Year Two	On or before the 1st anniversary of the Execution Date	$35,000
Year Three	On or before the 2nd anniversary of the Execution Date	$40,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Mayor (the "Client Representative"), currently Lynn Spruill. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.spruill@cityofstarkville.org
Attention: Mayor Lynn Spruill

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.

J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

<u>CLIENT</u>: City of Starkville

By: ________________________________
Name: D. Lynn Spruill
Title: Mayor
Date:

<u>CLIENT</u>: Oktibbeha County Economic Development Authority
By: ________________________________
Name: D. Lynn Spruill
Title: President
Date:

<u>CLIENT</u>: Greater Starkville Development Partnership
By: ________________________________
Name: Brian McCaskill
Title: President
Date:

<u>CONSULTANT</u>:
RETAIL STRATEGIES, LLC

By: ________________________________
Name:
Title:
Date:

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of ***Starkville, MS (****the "client").*

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

II. CLIENT AGREEMENT

This section outlines what the City of ***Starkville, MS*** *(the "Client") will provide for Retail Strategies (the "Consultant").*

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed

2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is Needed.
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

6. CONSIDERATION OF 19 YOUTH AND 5 CHAPERONES TO ATTEND THE MAYOR'S YOUTH COUNCIL LEADERSHIP SUMMIT TO BE HELD IN HATTIESBURG FEBRUARY 28 – MARCH 1 AT A COST OF $1,375.00 PLUS ADVANCE TRAVEL, MEALS AND HOTEL.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of 19 youth, and 5 coordinators to attend the Statewide Youth Leadership Summit February 28 – March 1, 2025 with advance travel funds to be taken from the Mayor Youth Council budget" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE APPROVAL TO PAY POLL MANAGERS $125 AND R & R MANAGERS $145 PER ELECTION DAY AND $25 FOR THE TRAINING CLASS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to pay Poll Managers $125 and R & R Managers $145 per election day and $25 for training class in accordance with Miss. Code Ann. §§23-15-227; 23-15-229" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE ELECTION CONTRACT WITH THE DEMOCRATIC COMMITTEE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the election contract with the Starkville Democratic Committee" is enumerated, this consent item is thereby approved.
The Democratic contract follows this page.

9. CONSIDERATION OF THE ELECTION CONTRACT WITH THE REPUBLICAN COMMITTEE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the election contract with the Starkville Republican Committee" is enumerated, this consent item is thereby approved.
The Republican contract follows the Democratic Contract.

ELECTION AGREEMENT

Between

City of Starkville Municipal Democratic Executive Committee

And

City of Starkville, MS

And

Starkville Election Commission

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Municipal Democratic Executive Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting municipal Democratic primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has previously acquired, through an agreement with Oktibbeha County, the electronic voting system to be used in all elections when available. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in explaining procedures and conducting the primary election.

The City Clerk and Starkville election commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Municipal Democratic Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of election machines and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the election machines when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Democratic Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the City clerk and representatives of the Starkville Municipal Democratic Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of machines to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

a) The Starkville Election Commission shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.

b) After securing from the City Clerk a list of all needed supplies for balloting, the Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, voter receipt books, and supplies required.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

a) The Starkville Municipal Democratic Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to ensure adequate numbers of trained workers are appointed within expected voter turn-out.

b) The Starkville Municipal Democratic Executive Committee along with the City Clerk shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. These workers must attend Election Poll Worker Certification Training, which will be conducted by the City Clerk and the Starkville Election Commission.

c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the Starkville Municipal Democratic Executive Committee and trained by the City Clerk and the Election Commission due to the technical nature of the system. The poll worker (one for each party) charged with activating the ballot using the ballot encoder shall be selected by the executive committee(s). Personnel selected by the Starkville Municipal Democratic Executive Committee shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Starkville Municipal Democratic Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.

d) The Starkville Municipal Democratic Executive Committee along with the City Clerk shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

e) The election commissioners along with the Starkville Municipal Democratic Executive Committee shall appoint qualified electors who have received the training required to serve as members of the "resolution board." An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in Section 268, Mississippi Constitution of 1890. Election commissioners, candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections, members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.

f) The Resolution Board will process and count the absentee ballots on Election Day according to state law.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Democratic Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Democratic Party Primary Resolution Board.

Section 6: Canvas of returns and announcement of results by the Starkville Municipal Democratic Executive Committee: (Section 23-15-597, MS Code)

The Starkville Municipal Democratic Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed Resolution Board shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Municipal Democratic Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Municipal Democratic Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committee in their assistance to the party executive committees.

Signed this the 31st day of Jan., 2025.

Walter Conley

Chairman, Starkville Municipal Democratic Executive Committee

Lesa Hardin

City Clerk, City of Starkville, MS

Cindy Alderman

Chairman, Starkville Election Commission

ELECTION AGREEMENT

Between

City of Starkville Municipal Republican Executive Committee

And

City of Starkville, MS

And

Starkville Election Commission

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Municipal Republican Executive Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting municipal Republican primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has previously acquired, through an agreement with Oktibbeha County, the touch-screen electronic voting system to be used in all elections when available. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in explaining procedures and conducting the primary election.

The City Clerk and Starkville Election Commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Municipal Republican Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of Voting Machines and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the Voting Machines when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Republican Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the City clerk and representatives of the Starkville Municipal Republican Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of machines to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

a) The Starkville Election Commission shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.
b) After securing from the City Clerk a list of all needed supplies for balloting, the Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, voter receipt books, and supplies required.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

a) The Starkville Municipal Republican Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to ensure adequate numbers of trained workers are appointed within expected voter turn-out.
b) The Starkville Municipal Republican Executive Committee shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. These workers must attend Election Poll Worker Certification Training, which will be conducted by the City Clerk and the Starkville Election Commission or a contracted company.
c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the Starkville Municipal Republican Executive Committee and trained by the City Clerk and the Election Commission due to the technical nature of the system. Personnel selected by the Starkville Municipal Republican Executive Committee shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Starkville Municipal Republican Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.
d) The Starkville Municipal Republican Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

e) The election commissioners along with the Starkville Municipal Republican Executive Committee shall appoint qualified electors who have received the training required to serve as members of the "resolution board." An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in Section 268, Mississippi Constitution of 1890 . Election commissioners, candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections, members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.

f) The Resolution Board will process and count the absentee ballots on Election Day according to state law.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Republican Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Republican Party Primary Resolution Board.

Section 6: Canvas of returns and announcement of results by the Starkville Municipal Republican Executive Committee: (Section 23-15-597, MS Code)

The Starkville Municipal Republican Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed Resolution Board shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Municipal Republican Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Municipal Republican Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committee in their assistance to the party executive committees.

Signed this the 29 day of Jan., 2025.

Jack Forbus

Chairman, Starkville Municipal Republican Executive Committee

Lesa Hardin

City Clerk, City of Starkville, MS

Cindy Alderman

Chairman, Starkville Election Commission

10. CONSIDERATION OF A RESOLUTION DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution declaring support for the preservation of the federal tax exemption of municipal bonds" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve $2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the Board of Aldermen of the City ("Governing Body") finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows: The Governing Body hereby encourages the Mississippi Congressional Delegation to assist the City of Starkville, Mississippi by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be furnished to all members of the Mississippi Congressional Delegation.

Following the reading of the foregoing Resolution, Alderman Moreland made the motion and Alderman Rupp seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Alderman Hamp Beatty	voted: Yea
Alderman Mike Brooks	voted: Yea
Alderwoman Kim Moreland	voted: Yea
Alderman Roy A'. Perkins	voted: Yea
Alderman Jeffrey Rupp	voted: Yea
Alderwoman Sandra C. Sistrunk	voted: Absent
Alderman Henry N. Vaughn, Sr.	voted: Yea

11. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT NAMING A SUCCESSOR PAYING AGENT FOR THE $10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, DATED AND ISSUED MAY 1, 2019; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution authorizing the execution of an agreement naming a successor paying agent for the $10,000,000 combined water and sewer system revenue bonds, series 2019, dated and issued may 1, 2019; and for related purposes" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT NAMING A SUCCESSOR PAYING AGENT FOR THE $10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, DATED AND ISSUED MAY 1, 2019; AND FOR RELATED PURPOSES.

WHEREAS, the City of Starkville, Mississippi (the "Municipality"), has outstanding its $10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019 (the "Bonds"), authorized by a resolution adopted March 5, 2019 (the "Bond Resolution"); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent for the Registered Owners of the Bonds (the "Registered Owners"); and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank effective October 29, 2021 (the "Paying Agent"); and

WHEREAS, Cadence Bank desires to resign as Paying Agent for the Bonds and the Municipality desires to appoint U.S. Bank Trust Company, National Association, as successor paying agent for the Bonds (the "Successor Paying Agent"); and

WHEREAS, there has been presented to and is before this meeting an Agreement of Resignation, Appointment, and Acceptance (the "Agreement") among the Municipality, the Paying Agent, and the Successor Paying Agent, under which the Successor Paying Agent will be appointed pursuant to the procedures described in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, THAT:

Section 1. The Mayor of the Municipality (the "Mayor") and the City Clerk of the Municipality (the "City Clerk") are hereby authorized and directed to execute the Agreement, in substantially the form attached hereto as **Exhibit A** with such changes, insertions, and omissions as may be approved by the Mayor and the City Clerk, said execution being evidence of such approval. The Successor Paying Agent is hereby approved in all respects regarding the Bonds.

Section 2. The Mayor and the City Clerk are authorized and directed to perform any and all other actions necessary to effect and carry out the authority conferred by this resolution to facilitate the change of paying agent for the Bonds, including the execution of all other contracts, documents, certificates, and other instruments that may be required for carrying out the authority conferred by this resolution or to evidence that authority and its exercise.

Section 3. The provisions of this resolution are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this resolution.

Section 4. All resolutions and parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect from and after its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderperson Moreland moved and Alderperson Rupp seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: Yea
Alderman Mike Brooks	voted: Yea
Alderwoman Kim Moreland	voted: Yea
Alderman Roy A'. Perkins	voted: Yea
Alderman Jeffrey Rupp	voted: Yea
Alderwoman Sandra C. Sistrunk	voted: Absent
Alderman Henry N. Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted on this day, February 4, 2025.

City of Starkville, Mississippi

Mayor

Lesa Hardin

City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

(seal)

<u>CERTIFICATE</u>

The undersigned, the City Clerk of the City of Starkville, Mississippi, hereby certifies that the foregoing is a true, correct, and compared copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on February 4, 2025, at its regular Board Meeting held at 5:30 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Municipality on this day, February 4, 2025.

City of Starkville, Mississippi

Lesa Hardin

City Clerk

(seal)

CITY OF STARKVILLE STATE OF MISSISSIPPI

Exhibit A

Form of Agreement Of Resignation, Appointment, And Acceptance

AGREEMENT OF RESIGNATION, APPOINTMENT, AND ACCEPTANCE

This Agreement of Resignation, Appointment, and Acceptance (this "Agreement") by and among the City of Starkville, Mississippi (the "Municipality"), Cadence Bank (formerly known as BancorpSouth Bank), the prior Paying Agent for the Bonds (the "Prior Paying Agent"), and U.S. Bank Trust Company, National Association, as successor paying agent for the Bonds (the "Successor Paying Agent"), is dated as of __________, 2025.

RECITALS:

WHEREAS, the Municipality has outstanding its $10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019 (the "Bonds"), authorized by a resolution adopted by the Mayor and Board of Aldermen of the Municipality (the "Governing Body") on March 5, 2019 (the "Bond Resolution"); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent for the Registered Owners of the Bonds; and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank (the "Prior Paying Agent") effective October 29, 2021; and

WHEREAS, the Prior Paying Agent desires to resign as paying agent for the Bonds and the Municipality desires to appoint the Successor Paying Agent for the Bonds; and

WHEREAS, the Successor Paying Agent is willing to accept such appointment as paying agent under the Bond Resolution;

NOW, THEREFORE, the Municipality, the Prior Paying Agent and the Successor Paying Agent, for and in consideration of the mutual covenants and promises herein, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

THE PRIOR PAYING AGENT

SECTION 1.01. Pursuant to Section 3.04(d) of the Bond Resolution, the Prior Paying Agent has notified the Municipality that the Prior Paying Agent is resigning as Paying Agent under the Bond Resolution effective as of __________, 2025 (the "Effective Date").

SECTION 1.02. The Prior Paying Agent hereby assigns, transfers, delivers, and confirms to the Successor Paying Agent all the right, title, and interest of the Prior Paying Agent in and to the trusts under the Bond Resolution and all the estates, properties, rights, powers, trusts, duties, and obligations of the paying agent under the Bond Resolution. The Prior Paying Agent shall execute and deliver such further instruments and shall do such other things as the Successor Paying Agent or the Municipality may reasonably require so as to more fully and certainly vest and confirm in the Successor Paying Agent all the estates, properties, rights, powers, trusts, duties, and obligations hereby assigned, transferred, delivered, and confirmed to the Successor Paying Agent.

Further, and except as set forth on **Schedule 1.02** attached hereto, the Prior Paying Agent hereby represents and warrants to the Municipality and the Successor Paying Agent that:

(a) no covenant or condition contained in the Bond Resolution has been waived by the Prior Paying Agent;

(b) there is no action, suit, or proceeding pending or, to the best of the knowledge of the Prior Paying Agent, threatened against the Prior Paying Agent before any court or any governmental authority arising out of any action or omission by the Prior Paying Agent as Paying Agent under the Bond Resolution;

(c) the Prior Paying Agent will deliver to the Successor Paying Agent any moneys or property held by the Prior Paying Agent under the Bond Resolution as soon as administratively feasible following the Effective Date of this Agreement;

(d) this Agreement has been duly authorized, executed, and delivered on behalf of the Prior Paying Agent and, assuming the due authorization, execution, and delivery hereof by the Municipality and the Successor Paying Agent, constitutes its legal, valid, and binding obligation; and

(e) to the best of the knowledge of the Prior Paying Agent, no event has occurred and is continuing which is, or after notice or lapse of time would become, a default under the Bond Resolution.

SECTION 1.03. The Prior Paying Agent shall deliver to the Successor Paying Agent, as of or immediately after the Effective Date hereof, all of the documents listed on **Exhibit A** hereto, including any such documents needed by the Successor Paying Agent in relation to the Bonds which are not listed on **Exhibit A** hereto.

ARTICLE II

THE MUNICIPALITY

SECTION 2.01. The Municipality hereby accepts the resignation of the Prior Paying Agent as Paying Agent under the Bond Resolution. All conditions relating to the appointment of U.S. Bank Trust Company, National Association, as Successor Paying Agent under the Bond Resolution have been met by the Municipality, and the Municipality hereby appoints the Successor Paying Agent as paying agent under the Bond Resolution with like effect as if originally named as paying agent in the Bond Resolution.

SECTION 2.02. The officers of the Municipality executing this Agreement on behalf of the Municipality hereby certify that the Municipality has the power and authority to: (a) accept the Prior Paying Agent's resignation as paying agent under the Bond Resolution; (b) appoint the Successor Paying Agent as paying agent under the Bond Resolution; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Paying Agent as paying agent under the Bond Resolution.

SECTION 2.03. The Municipality hereby represents and warrants to the Prior Paying Agent and the Successor Paying Agent that:

(a) this Agreement has been duly and validly authorized, executed, and delivered by the Municipality and, assuming the due authorization, execution, and delivery hereof by the Prior Paying Agent and the Successor Paying Agent, constitutes a legal, valid, and binding obligation of the Municipality;

(b) the Municipality has not appointed any paying agent other than the Prior Paying Agent and the Successor Paying Agent; and

(c) the Municipality will continue to perform its obligations under the Bond Resolution.

SECTION 2.04. The Municipality shall give or cause notice of the appointment of the Successor Paying Agent effected hereby, in the form of **Exhibit B** attached hereto, to be given within 10 business days of the Effective Date as is required by the Continuing Disclosure Agreement dated May 1, 2019.

ARTICLE III

THE SUCCESSOR PAYING AGENT

SECTION 3.01. The Successor Paying Agent hereby represents and warrants to the Prior Paying Agent and to the Municipality that:

(a) the Successor Paying Agent is qualified and eligible under the provisions of the Bond Resolution to be appointed Successor Paying Agent and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the Successor Paying Agent is a bank having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers, and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls; and

(c) this Agreement has been duly and validly authorized, executed, and delivered by the Successor Paying Agent and, assuming the due authorization, execution, and delivery hereof by the Municipality and the Prior Paying Agent, constitutes a legal, valid, and binding obligation of the Successor Paying Agent.

SECTION 3.02. The Successor Paying Agent hereby accepts its appointment as Successor Paying Agent under the Bond Resolution and accepts the estates, properties, rights, powers, trusts, duties, and obligations of the Prior Paying Agent as paying agent under the Bond Resolution, upon the terms and conditions set forth therein, with like effect as if originally named as paying agent under the Bond Resolution.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. This Agreement and the resignation, appointment, and acceptance of the duties of paying agent effected hereby shall be effective as of the opening of business on the Effective Date.

SECTION 4.02. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Bond Resolution shall have the meaning assigned to them in the Bond Resolution.

SECTION 4.03. Notwithstanding the resignation of the Prior Paying Agent effected hereby, the Municipality shall remain obligated under Section 3.04(c) of the Bond Resolution to compensate and reimburse the Prior Paying Agent in connection with its role as paying agent under the Bond Resolution.

SECTION 4.04. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 4.05. The Municipality, the Prior Paying Agent, and the Successor Paying Agent hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment, and Acceptance to be duly executed and acknowledged, all as of the date first above written.

City of Starkville, Mississippi

Mayor

Lisa Hardin

City Clerk

CITY OF STARKVILLE (seal) STATE OF MISSISSIPPI

Cadence Bank,
as Prior Paying Agent

By: ______________________________

Name: ______________________________

Title: ______________________________

U.S. Bank Trust Company,
as Successor Paying Agent

By: ______________________________

Name: ______________________________

Title: ______________________________

[Signature Page to Agreement of Resignation, Appointment, and Acceptance]

<u>Schedule 1.02</u>

Prior Paying Agent Exceptions

None

<u>EXHIBIT A</u>

Documents to be delivered to the Successor Paying Agent if in the possession of the Prior Paying Agent:

1. Closing transcript and documents
2. Copies of most recent compliance certificates required to be delivered to the Prior Paying Agent, if any
3. Copies of official notices sent to Bondholders during the past twelve months, if any
4. Trust account statements for 2023, 2024, and 2025
5. Bond Insurance Policy or Letter of Credit, if any
6. List of current trust account balances and assets
7. Copies of any requisitions or disbursement requests
8. List of current Bondholder names, addresses, certificate numbers, and amounts owned
9. Listing of current CUSIP numbers, rates, maturities, and outstanding principal
10. Original Bonds or copies of the Bonds
11. Contact information for the Prior Paying Agent

EXHIBIT B

NOTICE OF LISTED EVENT
APPOINTMENT OF SUCCESSOR PAYING AGENT

$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, of the City of Starkville, Mississippi (the "Bonds")

CUSIPS # 855522BG2; 855522BH0; 855522BJ6; 855522BK3; 855522BL1; 855522BM9; 855522BN7; 855522BP2; 855522BQ0; 855522BR8; 855522BS6; 855522BT4; 855522BU1; 855522BV9; 855522BW7

NOTICE IS HEREBY GIVEN, that Cadence Bank (formerly known as BancorpSouth Bank) has resigned as paying agent (the "Paying Agent") under the resolution authorizing and securing the Bonds (the "Bond Resolution").

The City of Starkville, Mississippi, has appointed U.S. Bank Trust Company, National Association, as Successor Paying Agent under the Bond Resolution (the "Successor Paying Agent"), and U.S. Bank Trust Company, National Association, has accepted the appointment as Successor Paying Agent under the Bond Resolution.

The address of the corporate trust office of U.S. Bank Trust Company, National Association, is __________.

Cadence Bank's resignation as Paying Agent and the appointment of U.S. Bank Trust Company, National Association, as Successor Paying Agent will be effective as of the opening of business on _______________, 2025.

Dated: _______________, 2025

By: City of Starkville, Mississippi

12. CONSIDERATION TO ADVERTISE 91.8 ACRES OF FARM LAND FOR AN ANNUAL AGRICULTURAL LEASE AT THE GEORGE M. BRYAN FIELD AIRPORT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to advertise 91.8 acres of farm land for an annual lease at the George M. Bryan Field Airport" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE A JOHN DEERE 4052R COMPACT UTILITY TRACTOR FROM DEERE COMPANY ON STATE CONTRACT #8200073314 IN THE AMOUNT OF $53,310.66 AND SELL THE 1982 TRACTOR WHEN THE NEW ONE IS OPERATIONAL.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to purchase a John Deere 4052R Compact Utility Tractor from Deere & Company on State Contract in the amount of $53,310.66 and sell the 1982 tractor when the new one is operational" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF CMP 25-01 A REQUEST FOR A RENEWAL OF A CONCEPTUAL MASTER PLAN TO DETERMINE USE DESIGNATIONS FOR TWO PARCELS ZONED OPTIONAL DISTRICT LOCATED ON HIGHWAY 25 WITH THE PARCEL NUMBERS 119 -29-006.02 AND 119 -32-002.01.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of CMP 25-01: a request for a renewal of a Conceptual Master Plan to determine use designations for two parcels zoned Optional District located on Highway 25 with the parcel numbers 119 -29-006.02 and 119 -32-002.01" is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TUNNEL, SPANGLER ASSOCIATES, INC. (TSW) FOR UPDATING THE CITY'S COMPLETE STREETS POLICY, TRAFFIC CALMING POLICY, PROVIDING ON-CALL DESIGN SERVICES, AND OTHER MULTI-MODAL TRANSPORTATION-RELATED SERVICES FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF $25,000.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of a professional services contract with Tunnel, Spangler & Associates, Inc. (TSW) for updating the City's Complete Streets Policy, Traffic Calming Policy, providing on-call design services, and other multi-modal transportation-related services for an hourly, not-to-exceed amount of $25,000" is enumerated, this consent item is thereby approved.
The contract follows this page.

16. CONSIDERATION TO PURCHASE (4) DELL RUGGED (LAPTOPS) IN PLACE OF THE 4 LAPTOPS AUTHORIZED ON OCTOBER 1, 2024, FROM NEXTSTEP INNOVATION, THE LOWER OF TWO QUOTES, AT A COST OF $8,496.00 WITH THE CITY TO BE REIMBURSED $6,060.00 FROM THE HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to purchase (4) Dell Rugged (laptops) in place of the 4 laptops authorized on October 1, 2024, from Nextstep Innovation at a cost of $8,496.00 with the City to be reimbursed $6,060.00 from the Hazardous Material Emergency Preparedness Grant" is enumerated, this consent item is thereby approved.

Two quotes received: Nextstep Innovation - $8,496.00 and Howard Technology Solutions - $9,964.00

Agreement – Starkville Complete Streets Implementation Program

January 24, 2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Starkville, MS (the Client) the following professional on-call services associated with Complete Streets Implementation Program in Starkville, MS (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. **SERVICES**

   The Consultant will provide the following services (the Services):

   On-call services for complete streets program work outlined in Exhibit A (Scope of Services).

2. **EXCLUSIONS**

   The Consultant will not be responsible for the following services:

   n/a

3. **SERVICE ADJUSTMENTS**

   Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. Client shall give Consultant email notification to proceed with work on specific tasks listed within the scope before Consultant proceeds with such work.

4. **SCHEDULE**

   A. The full length of this Agreement (the Schedule) is as follows:

      One year duration starting at notice to proceed from the Client

5. **FEES**

The Consultant agrees to provide services included in this Agreement on an on-call hourly basis at the rates listed in Exhibit B (Fees) with a not-to exceed limit of $25,000. Time spent on design work, meetings, field visits, and any other tasks related to the project will be logged and billed at the agreed hourly rates.

6. **RESERVATION OF RIGHTS**

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 7 Copyrights below.

7. **COPYRIGHTS**

Both the Client and the Consultant will hold joint copyright ownership of all work products, including but not limited to designs, reports, data, and other deliverables created during the course of this project. This shared ownership applies during and after the production process.

8. **PERMISSIONS AND RELEASES**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

9. **BILLING AND PAYMENT POLICIES**

A. In contracting with the Consultant, the Client warrants that sufficient funds are available to compensate the Consultant for work performed during the next billing cycle based on the agreed hourly rate. These funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments.

B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.

C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

10. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

A. The Client may terminate for their sole convenience.

B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.

C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.

D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

11. DISPUTE RESOLUTION

A. Mediation

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will 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 Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.

2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must 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 concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar 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 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B below.

B. Arbitration

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 will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may 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 will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

3. 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.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

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).
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 will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

12. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

______________________	______________________
Tunnell, Spangler & Associates, Inc. d/b/a TSW by Bert Kuyrkendall	City of Starkville, MS
______________	2-4-2025
Date	Date

SCOPE OF SERVICES

Project Approach Overview

The Starkville Complete Streets Implementation Program will establish a structured approach to integrate multimodal transportation planning with the city's built environment. By consolidating and updating the primary goals and recommendations from prior plans and policies into a single actionable document and creating new policies and strategies, this program will ensure streamlined implementation of Complete Streets principles, promoting safety, accessibility, and connectivity for all users. It will provide technical guidance, prioritization principles, and clear performance metrics, enabling effective decision-making and fostering long-term plan sustainability.

The scope of work under this contract is flexible and will be addressed on an on-call, hourly basis, not exceeding the agreed-upon total contract amount. The listed scope items represent a general framework of tasks that may be completed by the consultant, the client, or a collaborative effort between both parties. Specific priorities and responsibilities will be determined as the project progresses, ensuring adaptability to the client's evolving needs. While no fixed allocation of hours or effort is assigned to individual scope items or categories, the consultant will coordinate closely with the client to optimize resources and ensure that work aligns with overall project goals.

Task 1: Plan Review

This section will focus on reviewing existing plans to extract their key elements and recommendations, which will be consolidated into actionable goals, prioritized recommendations, and a map representation of proposed projects.

- Comprehensive Plan
- Downtown and Corridor Plans
- Safety Action Plan
- Regional Transportation Plan

Task 2: Policy Review

This component will involve analyzing existing policies, ordinances, and standards to identify updates to support the program's objectives and facilitate the adoption of Complete Streets practices.

- Zoning and Subdivision Regulations
- Standard Details and Drawings
- Transportation-Related Ordinances
- Existing and Draft Policies
  - Complete Streets
  - Traffic Calming
- Existing programs
  - Safe Routes to School

Task 3: Data Compilation

Data compilation will be essential for providing a comprehensive understanding of the existing transportation network and planning future improvements using spatial analysis and performance metrics.

- Existing transportation facilities
- Proposed transportation facilities

- Existing traffic counts
- Safety Action Plan data
- All other related GIS data including existing and future land use

Task 4: Field Review

This section will include on-site assessments to gain a practical understanding of current infrastructure conditions and identify opportunities for new facility recommendations.

- Driving survey of city streets and facilities
- Walking/biking review of specific nodes and corridors
- Information-gathering meetings with City staff and stakeholders

Task 5: Program Development

This document will summarize analyses and provide actionable strategies for policy updates, infrastructure development, and program evaluation. It will be designed to function as a living framework, allowing for the addition and modification of components as the city's direction and needs evolve over time. This flexibility will ensure that the program remains relevant and adaptive to changing priorities and circumstances, providing an enduring tool for transportation planning and policy development.

- Policy review summary and recommendations
- Proposed facility map updates
- Project prioritization update
- Program performance metrics
  - Mode share shift
  - Reduction in crashes and injury
  - Equitable access
  - Network connectivity
- Appendix
  - Complete Streets Policy
  - Traffic Calming Policy
  - Traffic Impact Study Guidelines
    - Include TDM measures
  - Tactical Urbanism Guidelines

Task 6: On-Call Assistance

This section lists potential ongoing technical support to assist with analysis, design, and program implementation, ensuring sustained progress and adaptability. Support can range from comprehensive development of a policy or plan to targeted, on-call review or guidance for specific issues.

- Planning analysis
- Design guidance
- Pilot project design
- Policy and standards revisions
- Mapping analysis guidance

EXHIBIT B: **FEES**

FEES

This contract is structured as an on-call hourly, not-to-exceed agreement, providing the client with flexibility to adjust scope items, undertake specific tasks in-house, and facilitate additional on-call support as needed.

Reimbursable expenses such as travel expenses shall be direct billed to the client with no markup.

Billing Rates

Team Member	Hourly Rate
Adam Williamson, AICP, PLA, LEED AP *Principal-in-Charge*	**$230**
Bert Kuyrkendall, PE, AICP *Project Manager*	**$185**
Brandon Sutton, PLA *Transportation Designer*	**$135**
Safae Hammer *Transportation Planner*	**$120**
Beverly Bell, PLA *Planner*	**$120**
Roxanne Raven, AICP *Planner*	**$105**

Cost Proposal

TASKS 1-6 NOT-TO-EXCEED TOTAL:	**$25,000**

17. CONSIDERATION TO HIRE DREW HUSKISON AS A STUDENT INTERN FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to hire Drew Huskison as a Student Intern for the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JONATHAN MILES AS A CERTIFIED FIREFIGHTER.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to hire Jonathan Miles as a Certified Firefighter" is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF $20,591.18 FOR HAULING THE EXCESS SOIL FROM MCKEE PARK TO THE SPORTSPLEX.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the lower quote from Burns Dirt Construction, Inc. in the amount of $20,591.18 for hauling the excess soil from McKee Park to the Sportsplex" is enumerated, this consent item is thereby approved.

Two quotes received: Burns - $ 20,591.18 and Ethos - $53,240.00

20. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM ECON CONSTRUCTION, INC. IN THE AMOUNT OF $10,715.00 FOR RECOATING THE EXISTING J L KING SPLASHPAD.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the lower quote from Econ Construction, Inc. the amount of $10,715.00 for recoating the existing JL King Splashpad" is enumerated, this consent item is thereby approved. Two quotes received: Econ - $10,715.00 and MCI - $15,592.50

21. CONSIDERATION FOR OFFICER JACKSON FRENCH TO ATTEND THE STREET COP'S "STREET SMART COP/PRO-ACTIVE PATROL TACTICS" TRAINING IN OXFORD, ALABAMA ON FEBRUARY 9 –10, 2025 AT A COST NOT TO EXCEED $750.00 WITH ADVANCE TRAVEL IF NEEDED.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval for Officer Jackson French to attend the Street Cop's "Street Smart Cop/Pro-Active Patrol Tactics" training in Oxford, Alabama on February 9th – 10th, 2025 at a cost of $299.00, and hotel not to exceed $300.00" is enumerated, this consent item is thereby approved.

22. CONSIDERATION FOR CORPORAL STEPHEN GARCIA TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION'S TACTICAL SCOUTING TRAINING IN HUNTSVILLE, ALABAMA ON MARCH 24 – 25, 2025 AT A COST NOT TO EXCEED $750.00 WITH ADVANCE TRAVEL IF NEEDED.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval for Corporal Garcia to attend the National Officers Assoc. Tactical Scouting Training at a cost not to exceed $750.00 with advance travel if needed" is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF A CONTRACT BETWEEN THE CITY OF STARKVILLE POLICE DEPARTMENT AND MISSISSIPPI STATE UNIVERSITY TO PROVIDE TRAFFIC CONTROL SERVICES AT MSU ATHLETICS EVENTS NOT TO EXCEED $150,000.00 ANNUALLY WITH THE TERM OF THIS AGREEMENT TO AUTOMATICALLY EXTEND BY A 1-YEAR TERM AT THE CONCLUSION OF EACH YEAR FOR UP TO A TOTAL TERM OF 5 YEARS UNLESS EITHER PARTY SHALL NOTIFY THE OTHER IN WRITING PRIOR TO THE EXPIRATION OF A TERM THAT THE OTHER PARTY DOES NOT WISH TO RENEW.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of a contract between the City of Starkville Police Department and Mississippi State University to provide traffic control services at MSU Athletics events not to exceed $150,000 annually with the term of this agreement to automatically extend by a 1-year term at the conclusion of each year for up to a total term of 5 years unless either party shall notify the other in writing prior to the expiration of a term that the other party does not wish to renew" is enumerated, this consent item is thereby approved. The contract follows this page.

24. CONSIDERATION TO PURCHASE FIFTEEN (15) FRONT LOAD CONTAINERS FROM PLUM CREEK AT THE SOURCE OF SUPPLY BID APPROVED SEPTEMBER 3, 2024 FOR A TOTAL COST OF $14,625.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to purchase fifteen (15) Front Load Containers from Plum Creek at the source of supply bid approved September 3, 2024 for a total cost of $14,625.00" is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR MATERIAL PURCHASE FOR THE HEADWORKS IMPROVEMENTS PROJECT AT THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to advertise Request for Proposals (RFP) for material purchase for the Headworks Improvements project at the wastewater treatment plant" is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT HENDERSON WELL AT CURRY STREET.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the low quote from Bill Young in the amount of $7,475.00 including material and labor to replace a damaged 12" valve at Henderson" is enumerated, this consent item is thereby approved.

Two quotes: Bill Young - $7,475.00 and Donald Smith Company, Inc. - $9,005.00

27. CONSIDERATION OF THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT ACADEMY.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the low quote from Bill Young in the amount of $7,475.00 including material and labor to replace a damaged 12" valve at Academy" is enumerated, this consent item is thereby approved.

Two quotes: Bill Young - $7,475.00 and Donald Smith Company, Inc. - $8,975.00

CONTRACT FOR MISSISSIPPI STATE UNIVERSITY TO OBTAIN SERVICES

This Agreement is between the City of Starkville, Mississippi Police Department, hereinafter referred to as Contractor, a Governmental Entity or State Agency organized under the laws of the State of Mississippi with its address being 101 East Lampkin Street, Starkville, Mississippi 39759 and Mississippi State University, a governmental entity of the State of Mississippi, hereinafter referred to as "MSU", with its address at P. O. Box_6171, Mississippi State, Mississippi 39762. Contractor and MSU are collectively referred to as the "parties." Contractor desires to provide certain services to MSU. In return, MSU desires to pay adequate and market value consideration and compensation for the services.

I.
TERMS

A. Term of Contract: The term of this Agreement shall commence on August 29, 2024, and shall continue until June 30, 2025 (the "Term") unless sooner terminated pursuant to the terms and conditions of the Agreement. The Term of the Agreement shall automatically be extended by a 1-year term at the conclusion of each year for up to a total Term of five (5) years unless either party shall notify the other in writing prior to the expiration of a term that the other party does not wish to renew.

B. Contractor shall:

Provide traffic control services at MSU Athletics events, as requested by MSU.

Costs for these services at each event fluctuates depending upon anticipated size of the crowds as they relate to traffic demands and weather conditions. Time of release of officers will vary on conditions of traffic.

The median number of officers anticipated at an event is fourteen (14) traffic officers, one (1) command post officer, and two (2) additional motorcycle units for bus escorts going to and from the games.

Hourly cost per officer ranges from $27.31 to $55.49 per hour, with the majority of officers at the lower end of the pay scale.

Total expenditures under this agreement will not exceed $150,000 annually.

II.
CONDITIONS

A. Availability of Funds
It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

B. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

C. Responsibility
Both parties shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with their entity to the degree and within the parameters permitted under §§11-46-1, *et seq.,* Mississippi Code Annotated of 1972.

D. Attorneys' Fees and Expenses
Reserved.

E. Authority to Contract
Contractor certifies (a) that it is a validly organized Governmental Entity or State Agency with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

F. Disputes
The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

G. Failure to Enforce
The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.

H. Indemnification
Reserved.

I. Patents and Copyrights
Reserved.

J. Independent Contractor
Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MSU, and MSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. MSU shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any

other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. MSU shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by MSU to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of MSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between MSU and Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of MSU.

K. Equal Employment Opportunity

Contractor represents and understands that MSU is an equal opportunity employer and therefore maintains a policy, which prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provision of its services.

L. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

M. No Third Parties

There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

N. No Other Terms, Conditions, or Understandings

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

O. Modifications to Agreement

This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions or specifications stated in this agreement.

P. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:
Caryl Pritchard
Starkville Police Department

101 East Lampkin Street
Starkville, MS 39759

For MSU Jointly at:
Office of General Counsel
PO Box 6171
Mississippi State, MS 39762

Office of Contract Administration
PO Box 6171
Mississippi State, MS 39762

Q. Ownership of Documents and Work Papers
MSU shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by MSU in connection with this agreement.

R. Severability
If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end, the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

S. Termination for Convenience
Either party to this agreement may, when the interests of the party so require, terminate the agreement in whole or in part for convenience. Written notice of the same is required to be provided by the terminating party to the non-terminating party and shall allow no less than six months' notice prior to the effective date of the termination.

T. Termination for Cause
Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

U. Inspection of Books and Records
MSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination of or the expiration of this agreement.

V. Applicable Law
This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Contractor Name: City of Starkville Police Dept.

BY: 2.4.2025

Contractor Signature DATE

D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY

BY: Jeremy Clay Digitally signed by Jeremy Clay Date: 2025.02.06 10:19:37 -06'00' /

Jeremy Clay Date
Director of Contract Administration

28. CONSIDERATION OF EXECUTING THE EXPANDED FLEXIBILITY AGREEMENT WITH TVA AND AMENDING THE GREEN INVEST TRANCHE AMENDMENT AGREEMENT PENDING THE CITY ATTORNEY APPROVAL AND TVA CONCURRENCE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval of executing expanded flexibility agreements with TVA and amending the Green Invest Tranche Amendment pending concurrence by the Starkville city attorney and TVA" is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF A CONTRACT RENEWAL WITH CHEMPRO SERVICE FOR HERBICIDE SPRAYING FOR UTILITY EASEMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, and adopted by the Board to approve the February 4, 2025 Official Agenda, and to accept items for consent, whereby the "approval to execute a contract renewal with ChemPro Service for herbicide spraying for utility easements" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill congratulated Chris Smiley and the Sanitation Dept for their recognition at the Starkville Main Street Awards Banquet and Starkville Parks for receiving the Tourism Award. The Mayor noted the ADA transition plan link is on the City website and encouraged everyone to post comments there and complete the survey. She then introduced the following new firemen: Caleb Sistrunk, Morgan Fishel and Quanterrius Johnson.
Mayor Spruill hen presented a Proclamation of Black History Month to the Vice Mayor to present to Dr. Tucker, President of the local NAACP chapter.

BOARD OF ALDERMEN COMMENTS:
Alderman Rupp congratulated Chris Smiley and the Sanitation on an award well deserved and noted a slogan he heard Mr. Smiley say: "Better to stay ready than to have to get ready".
Alderman Vaughn also noted the work of Sports Facility Management Company and the local Director Doug Hedlin. He stated without their efforts along with the City the parks would not be developing as they are.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked Mayor Spruill for her participation in MLK events.
Patti Drapula, Ward 4, noted the 2025 Municipal election has begun. She recently resigned as the President of the Municipal Democratic Executive Committee but enjoyed the work in past years. She thanked all willing to run for office and serve the public. She wished Alderman Beatty best wishes in his retirement.
Frank Nichols thanked the Mayor and the Board for their recognition of Black History Month and their service to the City as elected officials.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (606 WHITFIELD ST, 205 CURTIS CIRCLE AND 206 CURTIS CIRCLE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

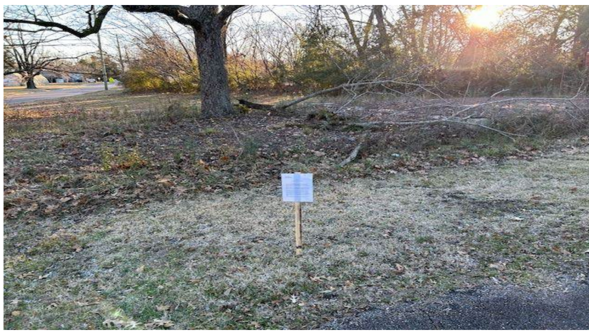
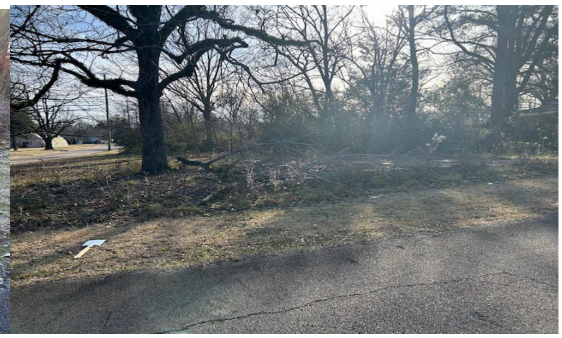
Code Enforcement Officer Gabriel Steenwyk presented 606 Whitfield St, 205 Curtis Circle and 206 Curtis Circle on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11.

Mayor Spruill opened the Public Hearing.

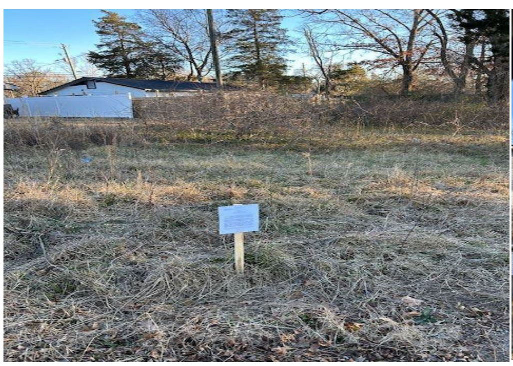
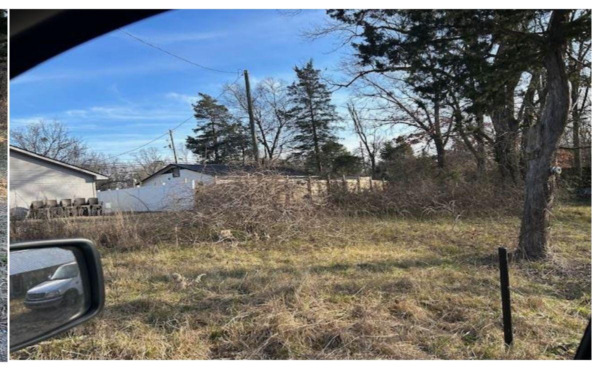
Kizzie Johnson, 206 Curtis Circle, noted she had mowed and cleaned her property and inquired if she needed to do anything further. She was informed she just needed to keep it mowed.

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

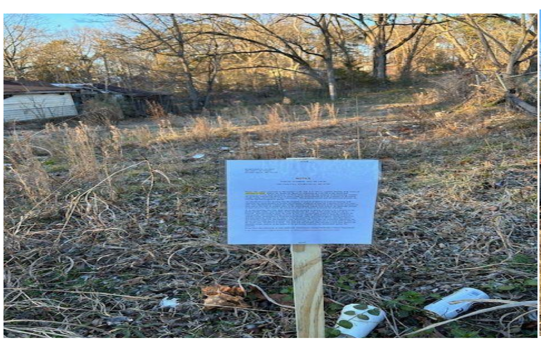
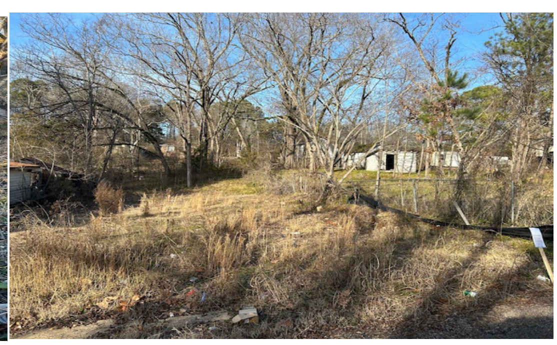
Case # 25-000015, Parcel # 102C-00-155.00, 606 Whitfield St Starkville, MS

Case #25-000013, Parcel #102C-00-144.00, 206 Curtis Circle, Starkville, MS

Case #25-000012, Parcel #102C-00-150.00, 205 Curtis Circle, Starkville, MS

30. CONSIDERATION OF LOT MOWINGS OF PROPERTIES (606 WHITFIELD ST, 205 CURTIS CIRCLE AND 206 CURTIS CIRCLE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion for the City of Starkville to mow the properties located at 606 Whitfield St, 205 Curtis Circle and 206 Curtis Circle on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11. The Board voted as follows:

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

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

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 27, 2025 for fiscal year ending 9/30/25, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 250,468.91
Airport Fund	015	28,799.12
Restricted Airport Fund	016	39,793.29
Sanitation / Environ Services	022	18,797.15
Modernization Use Tax	120	73,054.98
Parks Capital Project Fund (2023)	312	699,550.32
Spring/Hwy 12 Linkage Tap	313	1,507.61
Park and Rec Tourism	375	75,698.47
BUILD Grant/ MS 182/MLK Dr	377	235,940.92
Sub Total Before Utilities		$ 1,423,610.77
Utilities Dept.	SED	417,494.03
Total Claims	Total	$ 2,205,677.34

32. MOTION TO RECESS UNTIL FEBRUARY 18, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Moreland, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until February 18, 2025 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 18th DAY OF FEBRUARY, 2025.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK