



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
February 18, 2025**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Kim Moreland
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY FEBRUARY 18, 2025
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JANUARY 31, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Absentee voting for the Primary Election is February 18 through noon March 29.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 320 SCALES ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-093.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING A RESOLUTION REQUESTING FUNDING FROM THE 2025 MISSISSIPPI STATE LEGISLATURE TO SUPPORT AND COMPLETE THE ERNEST E. JONES WASTEWATER TREATMENT PLANT AERATOR AND ELECTRICAL UPGRADES.

X. BOARD BUSINESS

A. RECONSIDERATION SE 24-13: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED AT 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT.

- B. CONSIDERATION OF AN APPLICATION FOR A FREE PORT WAREHOUSE LICENSE FROM VIBE, LLC (DBA GLO).

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPENGOV SOFTWARE THROUGH SHI INTERNATIONAL CORP TO REPLACE MYGOV FOR INSPECTION, PLAN REVIEW, LICENSING, AND PERMITTING AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT NOT TO EXCEED \$125,144.50 FOR YEAR ONE IMPLEMENTATION THROUGH SEPTEMBER 2025, WITH A FOLLOWING ANNUAL FEE OF \$58,384.50 IN OCTOBER 2025.
2. CONSIDERATION OF ADOPTING THE UPDATED AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN TO REPLACE THE PREVIOUS VERSION FROM 2011.
3. CONSIDERATION OF FP 25-02: A REQUEST FOR FINAL PLAT APPROVAL FOR THE “DUTCH SUBDIVISION” AT 815, 817, AND 821 HIGHWAY 12 WEST IN A C ZONING DISTRICT.
4. CONSIDERATION OF FP 25-01: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE MILL AT MSU, SECOND REVISION” SUBDIVISION AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RUSSELL STREET AND MILL STREET IN A T5-C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONTRACT WITH GARVER, LLC FOR THE SPRING STREET SOUTH TA PROJECT IN THE AMOUNT OF \$105,664.59.
2. CONSIDERATION OF APPROVING THE LOW BID FROM HANNON, LLC IN THE AMOUNT OF \$116,081.00 FOR THE 2025 ADA IMPROVEMENTS PROJECT.

3. CONSIDERATION OF APPROVING TASK ORDER #1 IN THE AMOUNT OF \$16,000.00 FOR BURNS COOLEY DENNIS TO PERFORM GEOTECHNICAL ROAD BORINGS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 10, 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.
2. ACCEPTANCE OF THE JANUARY 2025 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL OF THE QUOTE WITH ELECTION SYSTEMS AND SOFTWARE (ESS) FOR THE APRIL 1, 2025 PRIMARY ELECTION FOR ELECTION SUPPORT, TRAINING, MACHINE RENTAL AND PROGRAMMING WITH ELECTRONIC VOTING AT A COST OF \$13,825.00.

F. FIRE DEPARTMENT

1. REQUESTING PERMISSION TO APPLY FOR THE 2025 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$20,321.82 FROM THE U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN JOINT EFFORT WITH OKTIBBEHA COUNTY EMA WITH A 20% CITY MATCH OF \$4,064.36 FOR THE PURCHASE OF EQUIPMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSITION EDTRON TAYLOR TO A FULL TIME SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST APPROVAL TO HIRE JOHANNAH OWUSU AND JOSHUA STOCKTON AS POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE ALAN KACHELMAN AS A UTILITIES ANALYST / GIS ANALYST IN STARKVILLE UTILITIES IN A FULL-TIME, TEMPORARY POSITION WITH A TERM OF EMPLOYMENT LASTING UP TO TWO (2) YEARS.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWAL OF CIVICREADY MASS COMMUNICATIONS SYSTEM, INCLUDING NOAA WEATHER ALERTS FOR THE YEARLY COST OF \$16,631.57.

I. PARKS

1. CONSIDERATION OF APPROVING THE LOWER NATIVE SEED QUOTES FROM PRAIRIE MOON NURSERY, ROUNDSTONE NATIVE SEED COMPANY, AND NATIVE AMERICAN SEED IN THE TOTAL AMOUNT OF \$12,129.76 FOR DELIVERY TO THE PARKS DEPARTMENT.
2. CONSIDERATION OF APPROVING THE LOW QUOTE FROM EVERGREEN LANDSCAPE MANAGEMENT IN THE AMOUNT OF \$10,540.00 FOR THE PLANTING OF 17 TREES AT CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE FROM COMSOUTH MISSION CRITICAL SOLUTIONS, THE LOWER OF TWO QUOTES, A RADIO TRAFFIC RECORDING SYSTEM AS REQUIRED BY STATE LAW AND CALEA STANDARDS AT A ONE-TIME COST OF \$10,245.00, AND AN OPTION TO PURCHASE AN EXTENDED FACTORY WARRANTY AT \$1,230.17 ANNUALLY AFTER THE 1-YEAR WARRANTY EXPIRES, AND OPTIONAL SOFTWARE UPDATE SUBSCRIPTION AT \$475.50 ANNUALLY AFTER THE FIRST YEAR.
- b. REQUEST APPROVAL FOR 13 STARKVILLE POLICE DEPARTMENT OFFICERS TO ATTEND FREE TACTICAL TRAINING AT THE GULF COAST REGIONAL FUGITIVE TRAINING FACILITY IN BIRMINGHAM, ALABAMA IN MAY WITH ADVANCE TRAVEL.
- c. REQUEST APPROVAL OF THE RECEIPT AND THE USE OF THE 2025 WIRELESS COMMUNICATION FUNDS TO PURCHASE (5) KENWOOD VIKING VP8000, MODEL 2 PORTABLE RADIOS AT \$17,529.90 AND (7) KENWOOD VM-5930 700-800 MOBILE RADIO'S AT \$17,212.16 FOR A TOTAL COST OF \$34,742.06 FROM COMSOUTH MISSION CRITICAL SOLUTIONS AS SOLE SOURCE AND COMPATIBLE WITH THE EXISTING SYSTEM.
- d. REQUEST APPROVAL TO PURCHASE FROM KIRK AUTO GROUP, THE LESSER OF TWO QUOTES, AT A COST OF \$72,300.00, A NEW 2024 CHEVY TAHOE – POLICE PURSUIT VEHICLE, WHICH IS A SPECIALTY BUILT K9 SUV, WITH STATE FORFEITED FUNDS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. APPROVAL OF THE LOW QUOTE FROM G&L TANK SANDBLASTING AND COATINGS, LLC FOR NEW LOGOS ON THE BLUEFIELD WATER TANK IN THE AMOUNT OF \$40,000.00.
2. APPROVAL OF THE LOW QUOTE FROM CHAMBERS SERVICES, LLC FOR INSERTION VALVE INSTALLATION AT THE USDA BUILDING IN THE AMOUNT OF \$7,950.00.
3. APPROVAL OF TASK ORDER NO. 2 WITH CASSADY COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE TRIM CANE LIFT STATION EVALUATION IN AN AMOUNT NOT TO EXCEED \$10,000.00.
4. REQUEST APPROVAL OF ACCEPTING THE LOWER QUOTE FROM CONSOLIDATED PIPE SUPPLY IN THE AMOUNT OF \$11,400.00 FOR TWO 6" WATER METERS.
5. REQUEST AUTHORIZATION OF WORK ORDER AMENDMENT #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE CLARIFIER REHABILITATION PROJECT AT A COST NOT TO EXCEED \$378,400.00.
6. 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 THE MONTGOMERY WELL.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

Pending Litigation

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL MARCH 4, 2025 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

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

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JANUARY 31, 2025**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 31, 2025 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks and Alderman Henry Vaughn. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

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

Checky Herrington of Narrative 12 discussed the results of the Starkville Media Outreach Program.

Derek McGill, Director of TVA Customer Relations and Josh Wooten, TVA Customer Service Manager, presented the proposed Green Invest Program along with Starkville Utility Director Edward Kemp.

The Mayor and members of the Board discussed items on the upcoming February 4, 2025 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. Mayor Spruill then closed the work session.

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

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

JANUARY 31, 2025

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. UPDATE FROM CHECKY HERRINGTON OF NARRATIVE 12 ON THE RESULTS OF THE MEDIA OUTREACH PROGRAMMING**
- C. UPDATE BY DEREK MCGILL AND JOSH WOOTEN OF TVA ON THE GREEN INVEST PROGRAM**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 4, 2025 MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 31, 2025.**

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

The public and media are invited to attend.

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



THE CITY OF STARKVILLE

NARRATIVE12
THE POWER OF STORY

who we are

NARRATIVE¹²
THE POWER OF STORY

UNLEASH THE POWER OF YOUR STORY.

- Over a decade in business
- Veteran strategists, writers, designers, developers, and creative professionals.
- Delivers a wealth of experience and success in marketing, internal and external communications, and public relations.

our scope

NARRATIVE12
THE POWER OF STORY

ESSENTIAL SERVICES ECONOMIC SUCCESSES FORWARD-THINKING IDEAS

Starkville's public information initiative casts familiar strengths in a new light—one that instills pride, prestige, confidence, and the belief that the City is moving toward a bold and limitless future.

COMMUNICATE SIMPLY, EFFECTIVELY, AND WITH A GOAL IN MIND.

NARRATIVE12
THE POWER OF STORY

Community Updates

Keeps the public in-the-know on community growth as well as timely announcements

Service Spotlights

Showcases fire, police, sanitation, parks, roads, utilities and departments

Creative Communication

Encourages new initiatives, introduces community plans/projects – aimed at garnering support

Personal/Business Spotlights

Highlights community leaders and key Starkville businesses to garner engagement and increase morale

Branded Positioning

Artistically presents Starkville as THE place to live, work, learn, and play

creative

STARS OF STARKVILLE



stars of starkville

KIRK HUTCHINSON

POWER OF THE ALMOND

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

CHEIKH TAYLOR

STATE REPRESENTATIVE

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

PHILLIP CARTER

STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

PAIGE WATSON

MAIN STREET DIRECTOR

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

LAUREN ANN COOPER

L.A. GREEN

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

RICK WELCH

BUSINESS OWNER & PHILANTHROPIST

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

MARKEETA OUTLAW

YOUTH COUNCIL COORDINATOR

cityofstarkville.org

CITY OF STARKVILLE



stars of starkville

MIKE TAGERT

CEO STARKVILLE PARTNERSHIP & DIRECTOR FOR MSU'S CORPORATE & ECONOMIC PARTNERSHIPS

cityofstarkville.org

CITY OF STARKVILLE

creative

STARKVILLE SERVICES



creative

STARKVILLE LEADERS

A portrait of Rodney Lincoln, a man with grey hair and a mustache, wearing a maroon shirt and a grey blazer. He is standing in front of a white airport terminal building.

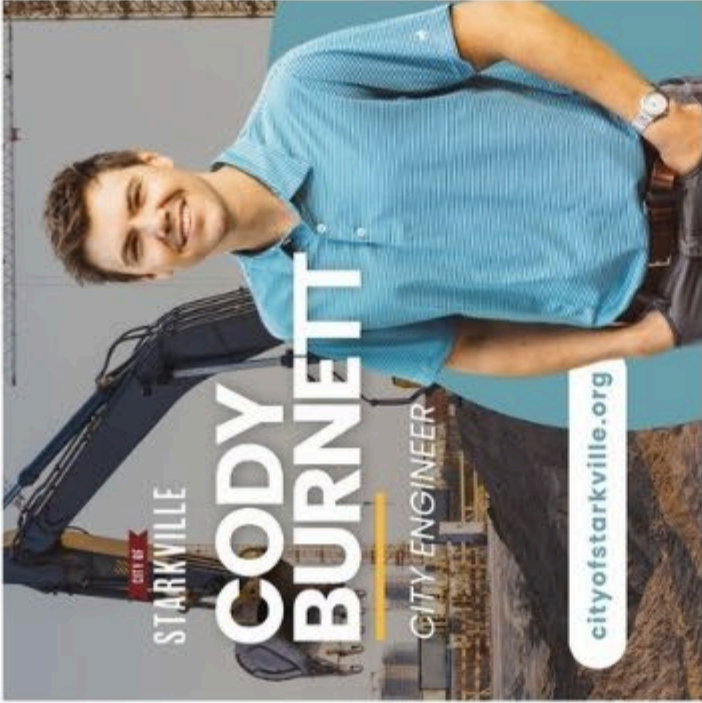
CITY OF
STARKVILLE
RODNEY LINCOLN
STARKVILLE AIRPORT DIRECTOR
cityofstarkville.org

A portrait of Chris Smiley, a man with a beard and glasses, wearing a light blue polo shirt with the Starkville logo and a baseball cap. He is standing in front of a white truck.

CITY OF
STARKVILLE
CHRIS SMILEY
SANITATION & ENVIRONMENTAL SERVICES DIRECTOR
cityofstarkville.org

A portrait of Joel Clements, a man with a beard, wearing a dark blue blazer over a checkered shirt. He is standing in front of a modern building.

CITY OF
STARKVILLE
JOEL CLEMENTS
TECHNOLOGY DIRECTOR
cityofstarkville.org

A portrait of Cody Burnett, a man with short brown hair, wearing a blue polo shirt. He is standing in front of a yellow excavator.

CITY OF
STARKVILLE
CODY BURNETT
CITY ENGINEER
cityofstarkville.org

A portrait of Monica Lairy, a woman with dark hair, wearing a green patterned blazer. She is standing in a courtroom.

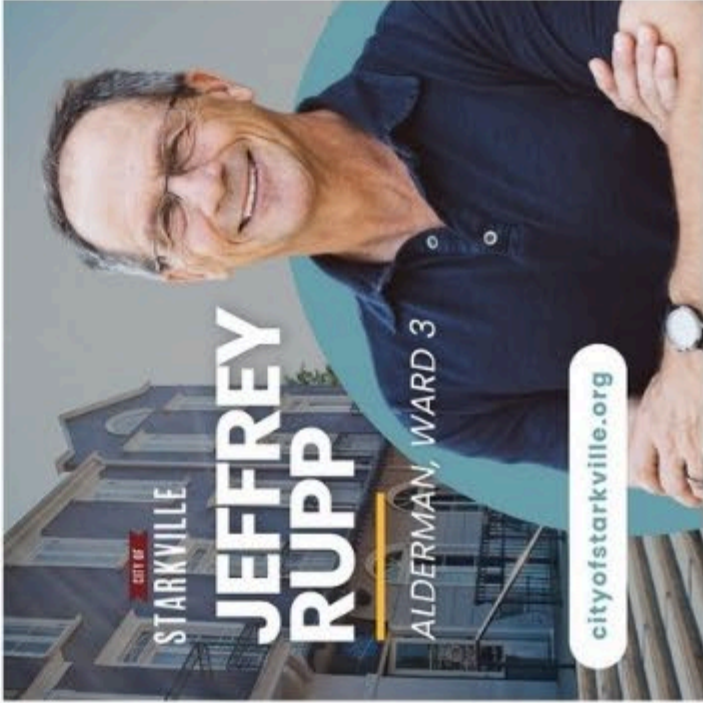
CITY OF
STARKVILLE
MONICA LAIRY
STARKVILLE MUNICIPAL COURT
cityofstarkville.org

A portrait of Edward Kemp, a man with short blonde hair, wearing a light blue shirt and a dark blue blazer. He is standing in front of a city skyline.

CITY OF
STARKVILLE
EDWARD KEMP
STARKVILLE UTILITIES GENERAL MANAGER
cityofstarkville.org

A portrait of Nav Ashford, a man with short dark hair, wearing a pink polo shirt. He is standing in front of a building with an American flag.

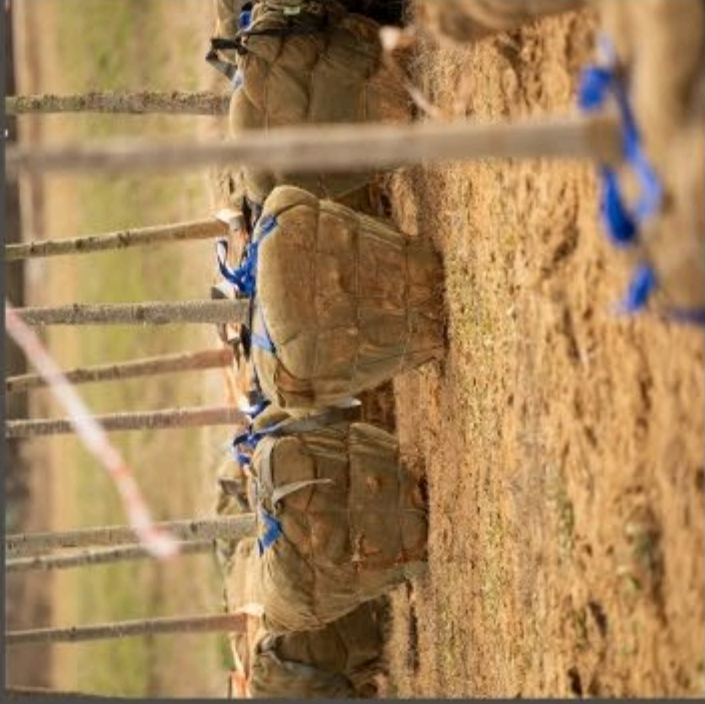
CITY OF
STARKVILLE
NAV ASHFORD
STARKVILLE COO
cityofstarkville.org

A portrait of Jeffrey Rupp, a man with glasses, wearing a dark blue polo shirt. He is standing in front of a building.

CITY OF
STARKVILLE
JEFFREY RUPP
ALDERMAN, WARD 3
cityofstarkville.org

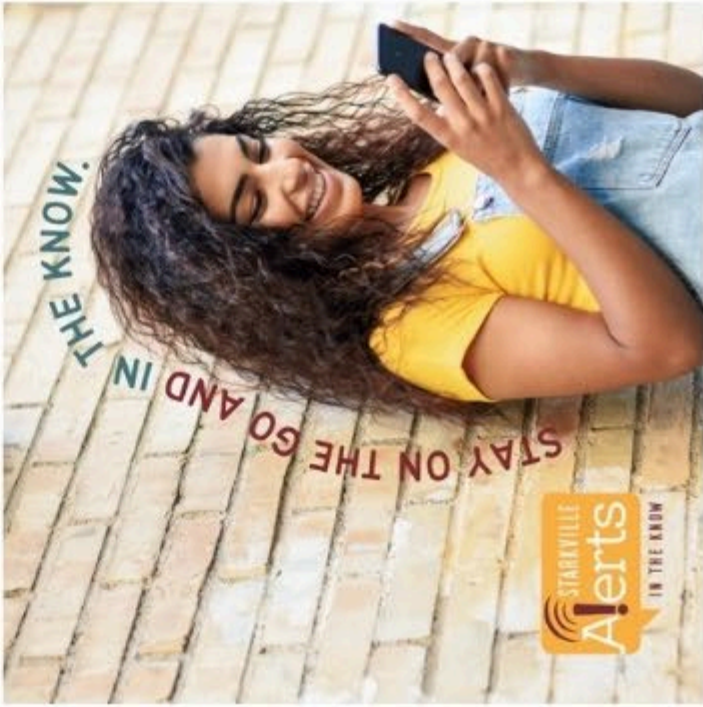
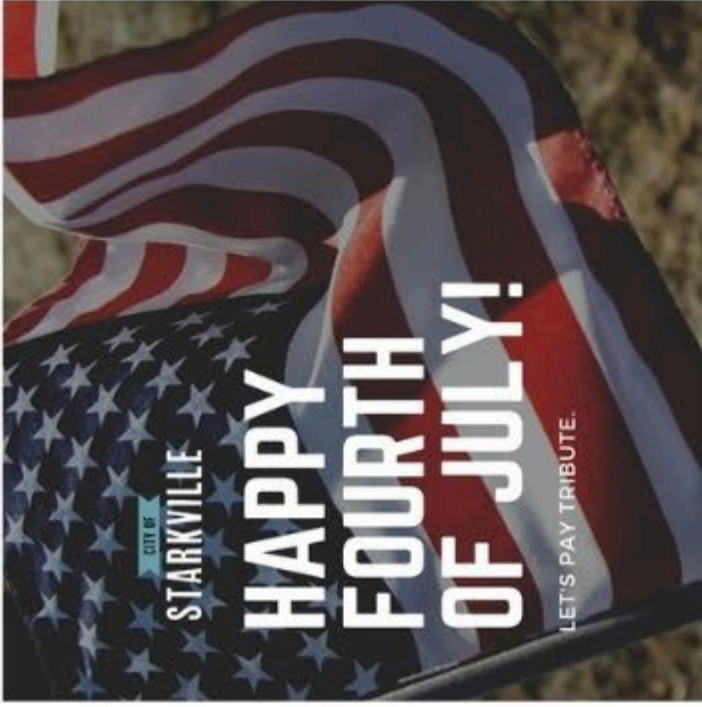
STARKVILLE PROGRESS

content



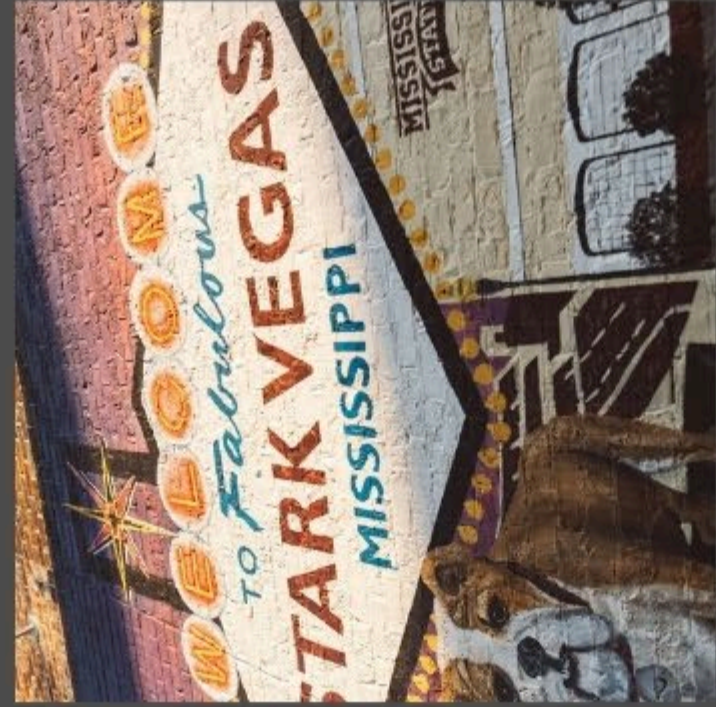
creative

STARKVILLE UPDATES



content

STARKVILLE SPIRIT



creative

STARKVILLE BUSINESSES

Starkville is home to the *newest* hotels, restaurants, and amenities, as well as an authentic *historic* downtown district

CITY OF
STARKVILLE

WHEN YOU
SHOP LOCALLY,
YOU SUPPORT
MORE THAN A
BUSINESS; YOU
STRENGTHEN A
COMMUNITY.

CITY OF
STARKVILLE

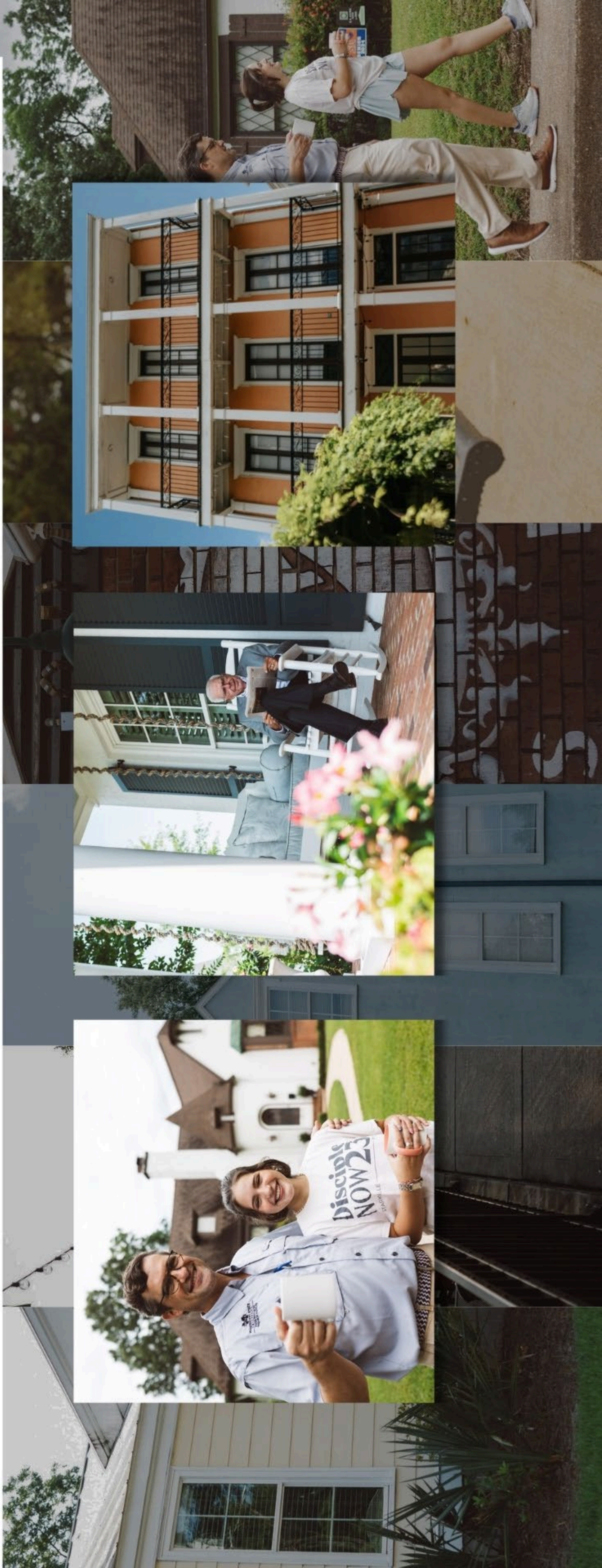
DID YOU KNOW?

STARKVILLE'S ANNA BARKER,
CO-FOUNDER OF GLO PALS,
IS THE ONLY WOMAN IN THE
STATE NAMED TO INC.
MAGAZINE'S FEMALE
FOUNDERS 250 LIST.

CITYOFSTARKVILLE.ORG

STARKVILLE NEIGHBORHOODS

content



the numbers

WHERE WE ARE

10K+
PHOTOS
TAKEN

200+
VIDEO
CLIPS

400+
BRAND
MESSAGES

150+
BRANDED
GRAPHICS

NARRATIVE12
THE POWER OF STORY

the numbers

NARRATIVE¹²
THE POWER OF STORY

WHERE WE ARE

MAY 2023 – JANUARY 2025



2.8MIL

VIEWS

NUMBER OF TIMES A POST
APPEARS ON A USER'S SCREEN



5.6MIL

IMPRESSIONS

NUMBER OF TIMES A POST
IS SEEN



1.8MIL

REACH

NUMBER OF UNIQUE USERS
WHO SEE A PIECE OF CONTENT



13.4K

FOLLOWERS

106.2K

CONTENT INTERACTIONS

LIKES, SHARES, OR COMMENTS

97.6K

VISITS

NUMBER OF TIMES A POST
IS SEEN

the numbers

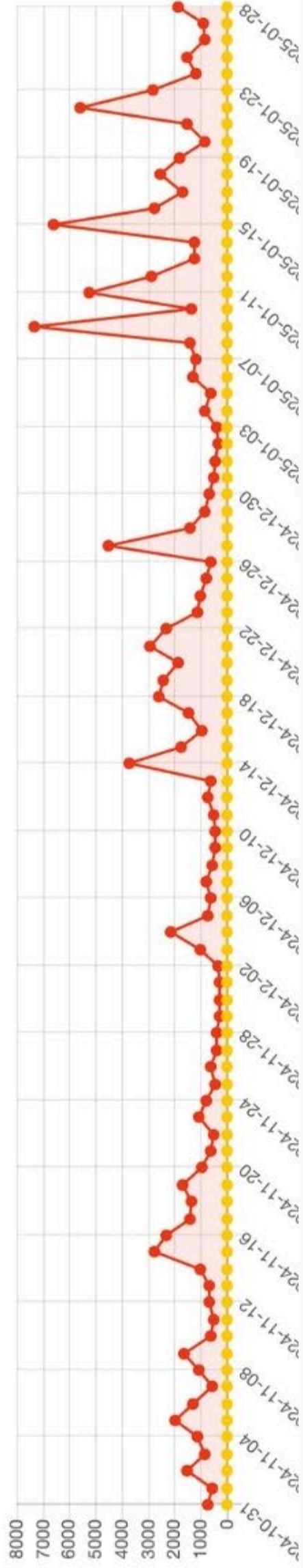
OCT 2024 — JANUARY 2025

WHERE WE ARE

- STEADY VIRAL POSTS
- INCREASED PLATFORM AWARENESS
- CONTENT STRATEGY RESULTS IN ALGORITHM PUSH
- ENGAGEMENT INCREASE ACROSS PLATFORMS

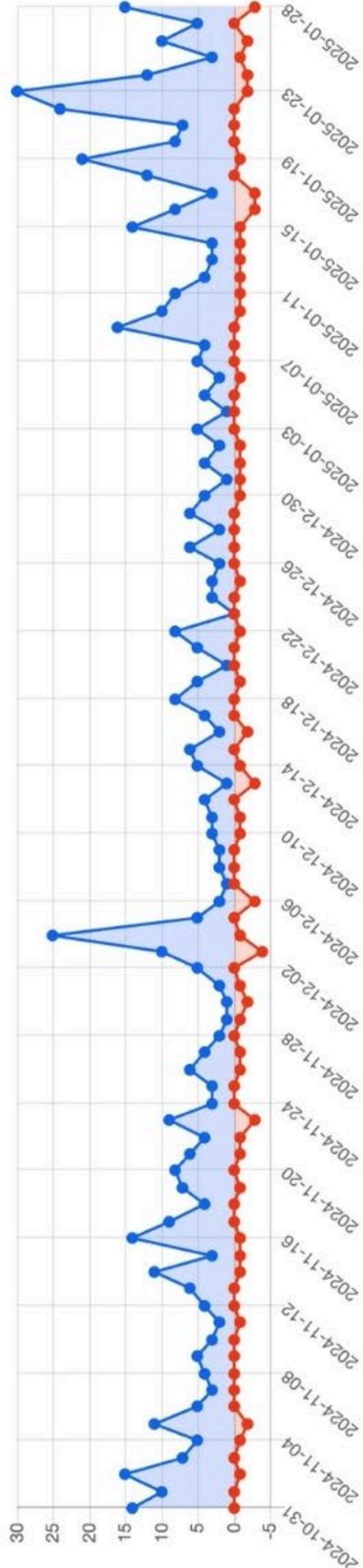
Impression Trend

Number of times content from your page appeared on someone's screen.



Audience Growth

Number of fans (likes on your page) you have gained and lost each day.



**WHAT'S
WORKING
AND WHAT'S
RESONATING
WITH OUR
AUDIENCE?**



mvp posts

NARRATIVE12
THE POWER OF STORY



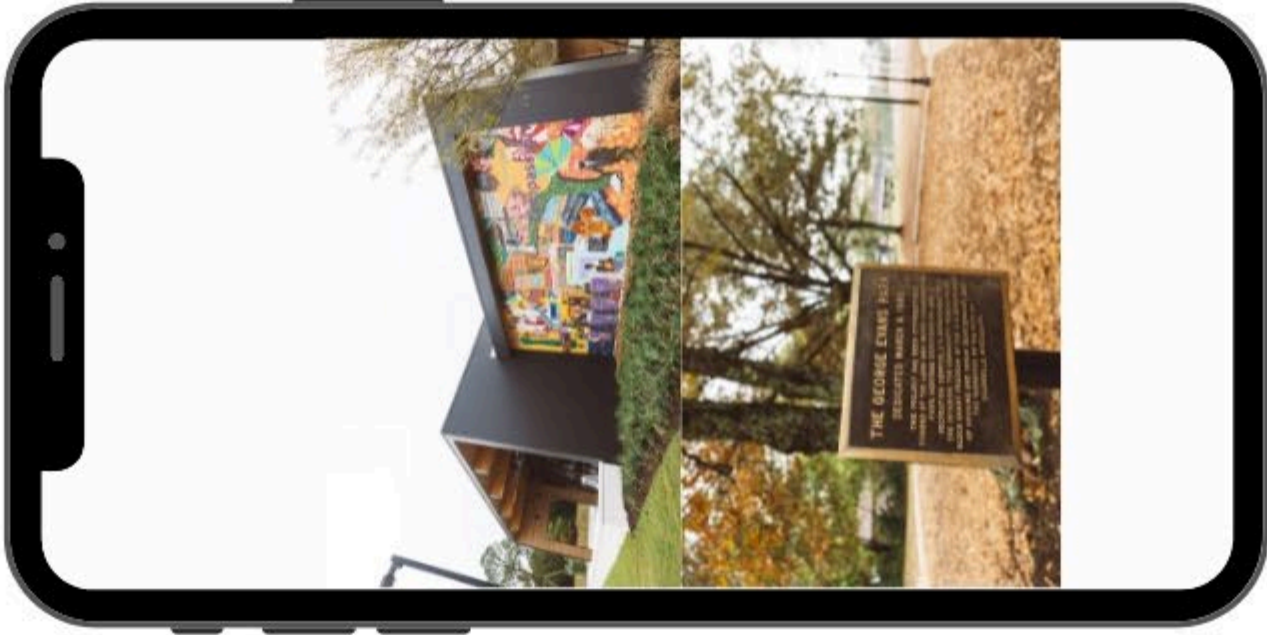
REACH

STARKVILLE
BUSINESSES



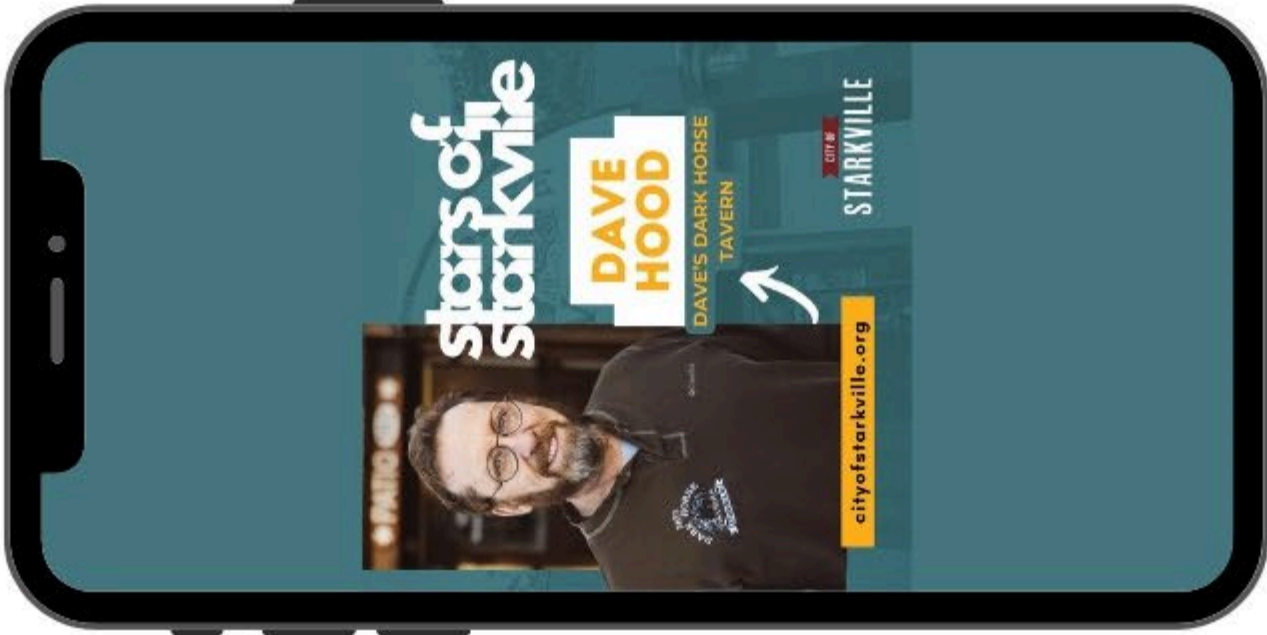
SHARES

STARKVILLE
PROGRESS



COMMENTS

STARKVILLE
PRIDE



REACTIONS

STARKVILLE
ICONS

EXTERNAL COMMUNICATIONS

An Ever-Changing City Relies on a Vibrant Vision for the Future

THE CITY OF STARKVILLE

External Communication - News Release

Starkville Powers Up: IT Strategy Enhances Citizen Engagement, City Services

THE CITY OF STARKVILLE

External Communication - News Release

May 4 Starkville Derby to Benefit Oktibbeha County Humane Society

THE CITY OF STARKVILLE

External Communication - News Release

Safety and Code Enforcement are Priorities for Starkville's Building Division

THE CITY OF STARKVILLE

External Communication - News Release

Starkville Set to Open Cornerstone Sports Complex

THE CITY OF STARKVILLE

External Communication - News Release

Training, Recruitment Integral to Starkville's Fire Prevention and Response

THE CITY OF STARKVILLE

External Communication - News Release

Starkville Utilities Carries Forward Dynamic Plans for a Dynamic City

THE CITY OF STARKVILLE

External Communication - News Release

Proactive Infrastructure Planning is Key to Starkville’s Growth and Quality of Life

THE CITY OF STARKVILLE

External Communication - News Release

Mayor’s Youth Council Develops Leaders with a ‘Heart for Service’

THE CITY OF STARKVILLE

External Communication - News Release

Planning is a Fundamental Focus Area for the City of Starkville

THE CITY OF STARKVILLE

External Communication - News Release

Police Partner with Local Businesses to Increase Public Safety

THE CITY OF STARKVILLE

External Communication - News Release

Starkville Invests \$5 Million in Roadway Improvements

THE CITY OF STARKVILLE

External Communication - News Release

Public Input Sought to Improve Transportation Safety

THE CITY OF STARKVILLE

External Communication - News Release

Starkville Increases Presence to Help Keep Game Day Revelers Safe

THE CITY OF STARKVILLE

External Communication - News Release

Sanitation Employees Committed to Keeping Starkville Clean and Beautiful

THE CITY OF STARKVILLE

External Communication - News Release

EXTERNAL COMMUNICATIONS

Your Voice Can Make Starkville’s Streets and Roads Safer

THE CITY OF STARKVILLE

External Communication - News Release

City of Starkville Launches Online Citizen Guide for Real-Time Answers

THE CITY OF STARKVILLE

External Communication - News Release

Mississippi Silverbacks Proudly Call Starkville Home

THE CITY OF STARKVILLE

External Communication - News Release

Husband-and-Wife Engineers Join Forces to Strengthen City’s Infrastructure

THE CITY OF STARKVILLE

External Communication - News Release

City Launches Starkville Alerts Notification System

THE CITY OF STARKVILLE

External Communication - News Release

Brandi Herrington Works to Keep ‘Starkville Strong’

THE CITY OF STARKVILLE

External Communication - News Release

EXTERNAL COMMUNICATIONS

WHAT'S OUR AIM FOR THE FUTURE?



the future

NARRATIVE12
THE POWER OF STORY

LEVERAGE CURRENT SUCCESS AND CONTINUE TO CREATE STORIES FOR THE CITY OF STARKVILLE.

Employee Features · City Planning · Quality of Life · Infrastructure Improvements ·
Economic Development · Business Spotlights · Education · City Services · People



Executive Summary:

Consideration for executing expanded flexibility agreements with TVA and amending the Green Invest Tranche Amendment pending concurrence by the Starkville city attorney and TVA.

Background:

TVA and the City of Starkville have been public power partners since 1938. In September 2019 Starkville entered into a Long-Term Agreement with TVA, strengthening our partnership to help ensure the long-term success of the public power model. One of the benefits of the Long-Term Agreement is an option to execute a Power Supply Flexibility Agreement that enables Starkville Utilities to procure or produce up to 5% of energy needs from an entity other than TVA. Other local power companies have used this benefit to enter Purchase Power Agreements (PPAs) with solar developers to help meet the renewable energy goals of their customers through the generation and transfer of Renewable Energy Certificates (RECs) that are produced by solar facilities. One REC is produced when a solar facility generates 1 MWh of energy, and these RECs can be retired on behalf of an organization to support their renewable energy objectives.

In March 2021, the Green Invest Agreement was executed to enable Starkville Utilities to acquire RECs from new renewable generation sources through one or more "Tranche Amendments" to help meet the renewable energy needs of Starkville Utilities customers.

In March 2021, Green Invest Tranche Amendment #1 was executed for Starkville Utilities to purchase the equivalent of 30 MW of RECs at \$1.25 per REC from the Golden Triangle I (MS Solar 5) solar project.

In June 2022, TVA was notified by the Golden Triangle I solar developer that the cost of the project substantially exceeded initial estimated costs, resulting in an REC price increase from \$1.25 per REC to \$3.23 per REC. Due to the increase, Starkville requested to reduce their allocation of the project from 30 MW to 6.3 MW, matching Starkville's 5% Power Supply Flexibility allotment in the Long-Term Agreement.

In February 2023, Green Invest Tranche Amendment #1 was terminated and Green Invest Tranche Amendment #2 was executed for Starkville Utilities to purchase the equivalent of 6.3 MW of RECs at \$3.23 per REC from the Golden Triangle I solar project.

In the spirit of providing financial compensation to Starkville Utilities in response to the Golden Triangle I solar developer's REC price increase, TVA is offering Starkville an option to convert, or account for, 1.5 MW from the Green Invest Tranche Amendment #2 against Starkville Utilities' 6.3 MW of power supply flexibility allotment. The 1.5 MW conversion option is estimated to generate ~\$160,000/year of revenue for Starkville Utilities, or ~\$3.2 million over the 20-year agreement.

Also, if the conversion agreement is executed, TVA is exploring an option to eliminate the requirement for Starkville Utilities to purchase the remaining 4.8 MW of RECs associated with Green Invest Tranche Agreement #2. This would require approval by Starkville's Board of Aldermen and TVA's leadership team as well as finding another entity to purchase those RECs. TVA is currently working to obtain internal approvals and identify an off-taker for the RECs.

Recommendation:

Pursuant to the Power Supply Expanded Flexibility Agreement (Flex Agreement), Starkville Utilities recommends requesting an exception to the requirements set forth in the Flex Agreement to allow 1.5 MW of its 6.3 MW contracted-for RECs under Tranche Amendment #2 to be converted into an Energy Resource under the Flex Agreement. This 1.5MW conversion is estimated to generate ~\$160,000/yr of revenue or \$3.2M over 20 years.

Starkville Utilities requests approval to enter into an agreement for the 1.5 MW conversion and approval for the remaining 4.8MW to be either:

- (1) Sold by TVA to another Green Invest participant which would eliminate the Green Invest cost and acquisition of these RECs by Starkville. This option is pending TVA approval and will require the identification of another Green Invest participant to acquire these RECs (Preferred)
or
- (2) Retained by Starkville Utilities with an estimated cost of ~\$34,000/yr or ~\$680,000 over 20 years

Starkville Utilities also requests approval to enter into the Expanded Flexibility Agreement to allow this conversion opportunity and other opportunities under which Starkville may deploy energy resources to produce up to 5% of its own energy needs.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 2-18-25
PAGE: 1 of 51

SUBJECT: Request approval of the minutes of the February 4, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the February 4, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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

CONSIDERATION OF THE MINUTES OF THE 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 AT 110 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 2 nd 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.

CLIENT: City of Starkville

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

CLIENT: Oktibbeha County Economic Development Authority

By: _____
Name: D. Lynn Spruill
Title: President
Date:

CLIENT: Greater Starkville Development Partnership

By: _____
Name: Brian McCaskill
Title: President
Date:

**CONSULTANT:
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 providing 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.



Chairman, Starkville Municipal Democratic Executive Committee



City Clerk, City of Starkville, MS



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.



Chairman, Starkville Municipal Republican Executive Committee



City Clerk, City of Starkville, MS



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.

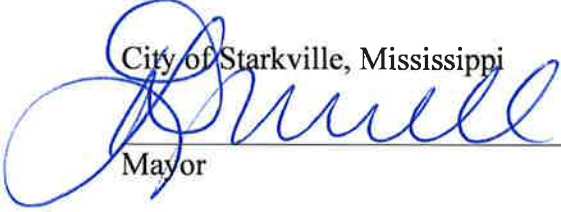
Section 4. All resolutions and parts thereof in conflict herewith are repealed to the extent of such conflict.

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


City Clerk



CERTIFICATE

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



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

City Clerk



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]

Schedule 1.02

Prior Paying Agent Exceptions

None

EXHIBIT A

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

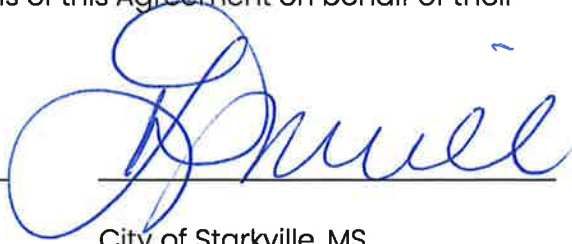
1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially 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

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

EXHIBIT A: **SCOPE OF SERVICES**

- 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 <i>Principal-in-Charge</i>	\$230
Bert Kuyrkendall, PE, AICP <i>Project Manager</i>	\$185
Brandon Sutton, PLA <i>Transportation Designer</i>	\$135
Safae Hammer <i>Transportation Planner</i>	\$120
Beverly Bell, PLA <i>Planner</i>	\$120
Roxanne Raven, AICP <i>Planner</i>	\$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 then 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



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: February 18, 2024
PAGE: Page 1 of 37

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00, was performed by Code Enforcement Officer Gabriel Steenkyk on January 29, 2025, and re-inspection on February 3, 2025, by Code Enforcement Officer Gabriel Steenkyk and Sgt. Scotty Carrithers. Both inspections contained conditions not suitable for public health and safety such as rotting wood siding on the exterior walls of the structure, water damage, and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on February 4, 2025. Notification letters of the public hearing were sent on February 4, 2025, to the property tax payer/owner. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected and through Deed records.

The Administrative Inspection Warrant was executed by Sgt. Scotty Carrithers and Officer Gabriel Steenwyk on February 4, 2025, at approximately 08:42 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00, Property Link

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/28/2025

Tax Year 2024

Records Last Updated 1/27/2025

PROPERTY DETAIL		
OWNER	JOHNSON LYNETTE	ACRES : **NA**
	2065 TURKEY CREEK RD	LAND VALUE : 40000
		IMPROVEMENTS : 39340
	STARKVILLE MS 39759	TOTAL VALUE: 79340
		ASSESSED : 7934

PARCEL 102B-00-093.00

ADDRESS 320 SCALES

TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	23.91	23.91	0.00
CITY	13.89	13.89	0.00
SCHOOL	28.63	28.63	0.00
TOTAL	66.43	66.43	0.00

LAST PAYMENT DATE 1 / 7 / 2025

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 18-H LESS 40' OFF N/S BLK
HOMESTEAD CODE	O65	44
TAX DISTRICT	1110	MAP 102B DB/PG 570/551 714/10
PPIN	000824	
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

On January 29, 2025, at approximately 12:06 hrs. Officer Gabriel Steenwyk, took photographs of the property from the public right of way to obtain evidence of violations present on the property. It can be seen in those photographs that there is an accumulation of junk throughout the property and a dilapidated structure.

(CALL CARD)

Call # 25-002938
Date/Time 01/29/2025 12:06:53
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address

320 SCALES

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	12:06:53	12:06:53	12:09:43		

Notes

1/29/2025 12:08:41 PM	STEENWYK, G	PHOTOS TAKEN FOR OFFICER PEREZ'S CASE
1/29/2025 12:09:24 PM	STEENWYK, G	PHOTOS TAKEN FROM ROAD WAY













Violation Notice issued pages 1-3 and public hearing notice was sent to the property owner on February 4, 2025.

	City of Starkville, MS 101 E Lumbkin St Starkville, MS 39759 Phone: (662) 323-4847	MYGOV.US City of Starkville, MS Phone: (662) 323-4847		MYGOV.US City of Starkville, MS Phone: (662) 323-4847							
Violations Listing											
FIRST NOTICE OF VIOLATION											
Lynette Johnson 2465 TURNER CREEK RD Starkville, MS 39759		Case No. 25-000023 Issued: February 03, 2025									
VIOLATION LOCATION 320 Strailes, Starkville, MS 39759		LEGAL DESCRIPTION Lot 18-A-Less 40' Off N's Bk 44									
An inspection of the above referenced property was made on January 28, 2025. As a result of this inspection, the violation(s) described on page two of this document were observed.											
This is your official notice that you will need to bring the property into compliance no later than February 17, 2025.											
If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.											
Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.											
Issued By:											
Sarah Perez, Code Enforcement Officer											
RECIPIENTS: Lynette Johnson											
		Disapidated Structures (MCA Section 21-19-11) Reported By: Sarah Perez on Jan 28, 2025 at 3:57 PM Property or parcel of land determined to be menace to public health, safety and welfare.									
		<table><tr><th>CORRECTION</th><th>DESCRIPTION</th></tr><tr><td>Remove Disapidated Structure (662)323-4847</td><td>It is the duty of person(s) in violation to comply by removing disapidated structures.</td></tr></table>				CORRECTION	DESCRIPTION	Remove Disapidated Structure (662)323-4847	It is the duty of person(s) in violation to comply by removing disapidated structures.		
CORRECTION	DESCRIPTION										
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		<table><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>									
											
											
											
		Unsafe Structures and Equipment (MCA 2021 Section 111) Reported By: Sarah Perez on Jan 28, 2025 at 3:57 PM When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.									

Page 1/3

MYGOV.US 25-000023, 12/03/2025 at 9:22 AM

Page 2/3

MYGOV.US 25-000023, 12/03/2025 at 9:22 AM

Page 3/3

MYGOV.US 25-000023, 12/03/2025 at 9:22 AM

Photographs below were taken by Sgt. Scotty Carrithers on February 4, 2025. Public hearing notices were posted by Sgt. Scotty Carrithers on the property and by Officer Sarah Perez in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

LYNETTE JOHNSON
2065 TURKEY CREEK RD
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-093.00
320 SCALES ST., STARKVILLE, MS 39759

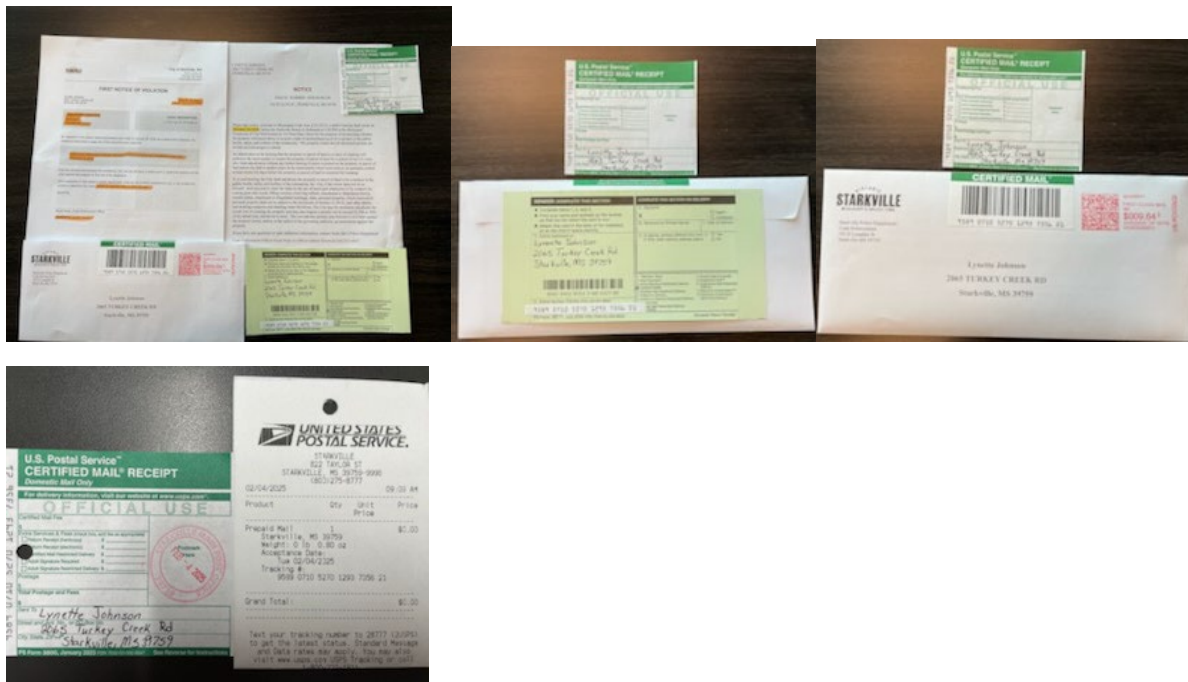
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **February 18, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (14) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847



The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the second inspection on February 3, 2025, at approximately 09:54 hrs.

Call # 25-003564
Date/Time 02/03/2025 09:54:00
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address

320 SCALES

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	09:54:00	09:54:00	09:55:06		

Notes

2/3/2025 9:54:58 AM	STEENWYK, G	PHOTOS TAKEN FROM THE ROAD WAY
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An Administrative Inspection Warrant was issued and signed by Judge Brian Kelley on February 3, 2025.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Sergeant Scotty Carrithers and Officer Gabriel Steenwyk, are both known to be credible persons, who after being first duly sworn, depose and say:

- That the affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:
The entire house including any locked or secured rooms or compartments at 320 Scales St., Starkville, Oktibbeha, Mississippi, with parcel # 102B-00-093.00, and any out buildings on the property to include a garage and storage buildings.
- That the place described above is occupied and controlled by:
LYNETTE JOHNSON
- That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
- That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).
- The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed during normal business hours to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
- Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which is itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 3 day of February, 2025
QB Nick Kelley
Municipal Court Judge

RETURN

I received this warrant on the 3 day of February, 2025, and have executed it as follows:
On the 4 day of February 2025 at 8:40 AM, I inspected the place described in said warrant, and I left a copy of the warrant with Tasha & Fred & Paul & Patricia the person occupying and controlling said place, together with a receipt for the items seized.
The following is an inventory of the things taken pursuant to the warrant:
Photos of property

This inventory was made in the presence of Sgt. Scotty Carrithers and Off. Gabriel Steenwyk
and
I swear that this inventory is a true and detailed account of all things taken by me on the warrant.
[Signature]
Sworn to and subscribed and returned before me on this the _____ day of February _____
Official Title: _____

This Administrative Inspection Warrant was executed by Sgt. Scotty Carrithers, Officer Gabriel Steenwyk on February 4, 2025, at approximately 08:42 hrs. Photographs were taken of the property and of the outside of the structure.

(CALL CARD)

Call # 25-003718
Date/Time 02/04/2025 08:42:19
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch
Location Address
320 SCALES

Dispatcher SHAW,
Disposition CALL COMPLETED- NO REPORT
Zone

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	08:42:19	08:42:19	09:05:22		
CARRITHERS, S	08:43:12	08:43:14	09:05:22		

Notes

2/4/2025 9:05:12 AM SHAW, PHOTOS TAKE COPY OF ADMIN WANT LEFT ON DOOR

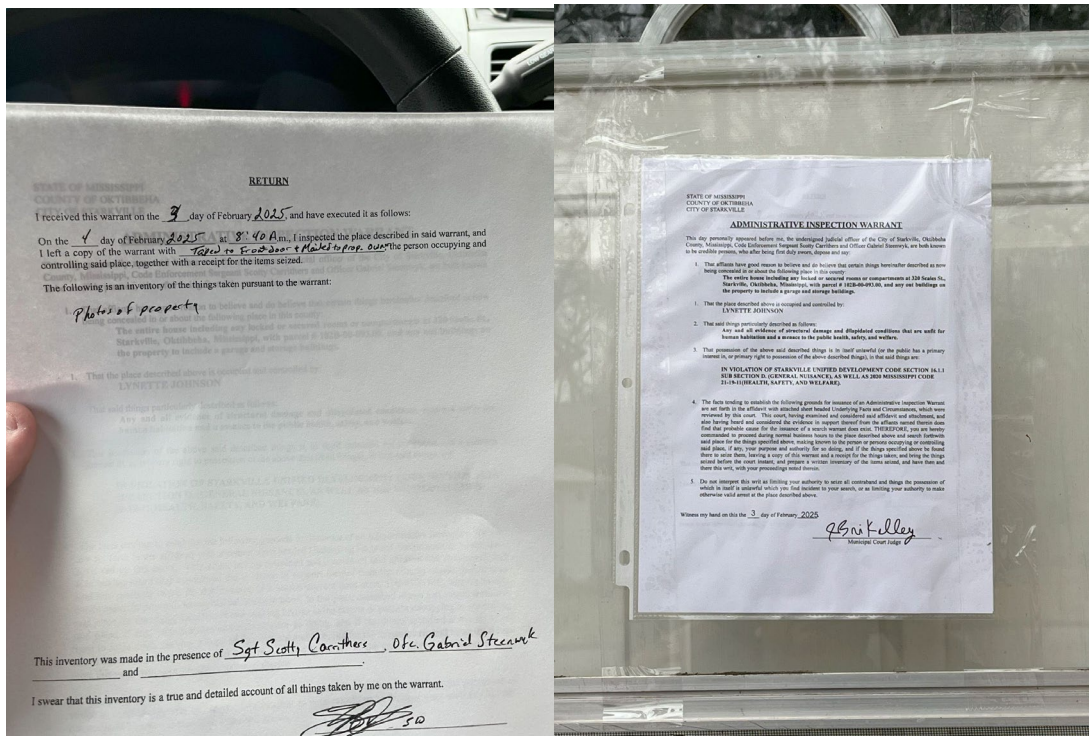
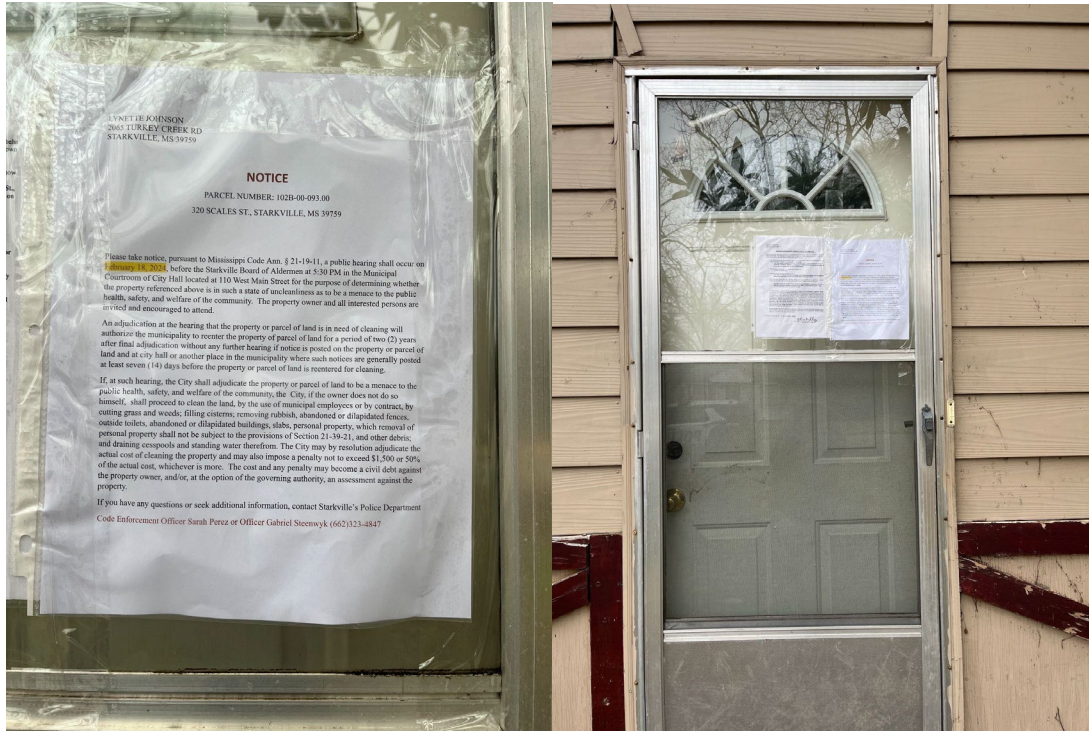
Call # 25-003719
Date/Time 02/04/2025 08:42:30
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch 02/04/2025 08:42:59
Location Address
320 SCALES

Dispatcher SHAW,
Disposition NO ACTION
Zone

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	08:42:30	08:42:30	08:43:08		

Notes























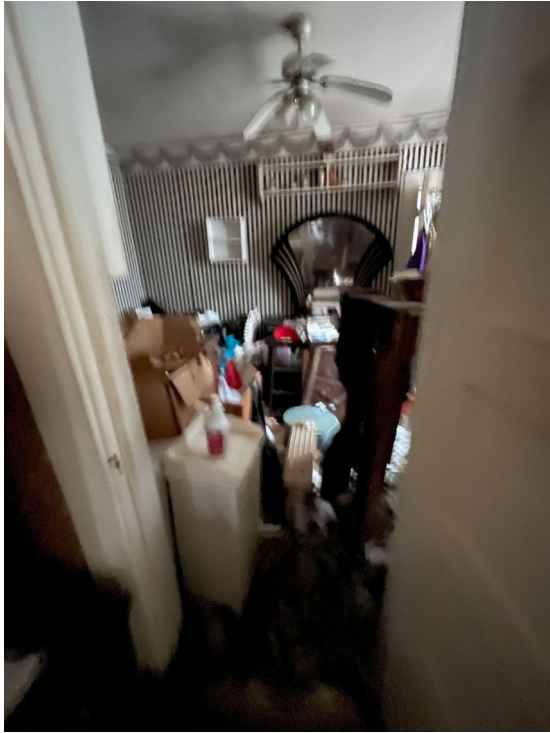


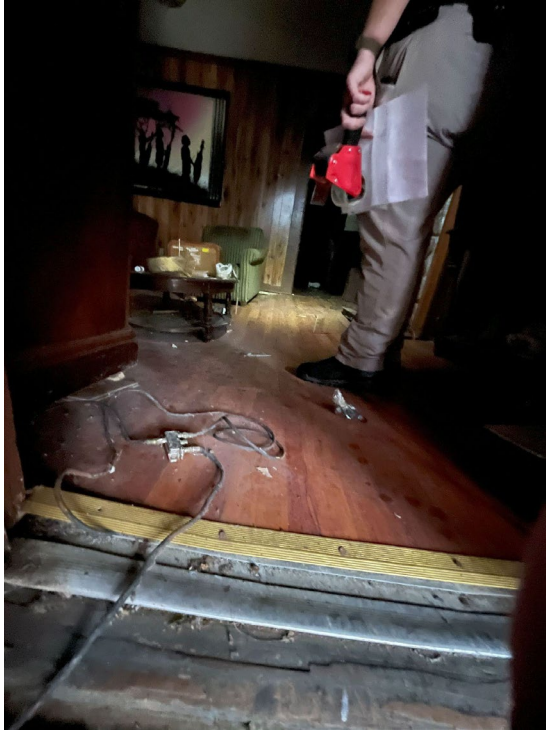


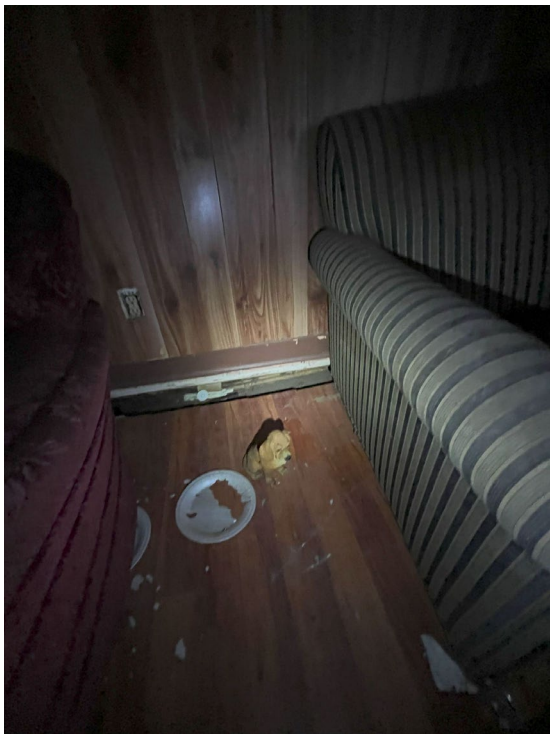


















AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 18, 2025

PAGE: 1 of 4

SUBJECT: Consideration of approving a resolution requesting funding from the 2025 Mississippi State Legislature to support and complete the Ernest E. Jones Wastewater Treatment Plant Aerator and Electrical upgrades.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: The City has authorized and is issuing \$7,000,000 bonds toward the project

AUTHORIZATION HISTORY: The City commissioned the Garver study and the project is part of the long term improvement packages necessary to sustain our existing services and expand our growth in the region.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the resolution requesting funding from the Mississippi Legislature for \$4,850,000 in funding for the aerator and electrical improvements to the Ernest E. Jones Wastewater Treatment Plant.

**RESOLUTION OF THE CITY OF STARKVILLE SEEKING FUNDING LEGISLATION
TO UPGRADE AND EXPAND THE CAPACITY OF THE ERNEST E. JONES
WASTEWATER TREATMENT PLANT**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. The City of Starkville is one of a few growing areas in the State of Mississippi and as such the demands for infrastructure improvements and expansion are critical for our continued ability to meet those growth and needs projections associated with the new Aluminum Dynamics and Steel Dynamics and Cinco Megasite residential and commercial work force expectations in the Golden Triangle Region; and
2. The Ernest E. Jones Wastewater Treatment Plant located in the City of Starkville was originally constructed in 1979 and expanded in 1988 and has exceeded its useful life; and
3. There have been multiple improvements over the life of the plant, but the fundamental project components need to be replaced as recommended by a comprehensive analysis conducted by Garver, LLC and delivered to the Starkville Board of Aldermen in April 2024; and
4. The City of Starkville has recently been found to be out of compliance by the Mississippi Department of Environmental Quality on several occasions due to the failure of the aerator system and the failures of the temporary aerators that have been leased for the plant operations; and
5. The City of Starkville has committed to the full restoration of functionality and the expansion of the plant in order to service the ever-growing population in the City of Starkville, Oktibbeha County and Mississippi State University; and
6. The City of Starkville has authorized and issued \$7,000,000 in bonds for the purpose of improvements to the aerators and electrical system to the wastewater treatment plant as part of the plans to address the findings of the report; and
7. The most pressing need and request for this legislative session is \$4,850,000 which serves to provide the most immediate relief of the aerator and electrical system and complete that package as outlined in the report from Garver, LLC; and
8. Further, the City of Starkville has engaged Garver, LLC to assist with expediting the upgrades and the expansion of the plant in order to proactively meet those needs of growth both inside the city limits and the growth happening in Oktibbeha County and on the MSU campus to the greatest extent possible; and

9. The City believes that this fundamental infrastructure need is what allows for the entire region to meet its potential and will serve the established customer base and allow the expanded customer base to receive services for their projected and requested growth which benefits the Golden Triangle Region and the entire State of Mississippi and its investments in the region.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to request funding for this critical community infrastructure project through the Legislature of the State of Mississippi.

After discussion, _____ moved that the foregoing Resolution be adopted, and said Motion was seconded by _____ the resulting vote was as follows:

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

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 18th day of February, 2025.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of previously tabled item SE 24-13, a request for a Special Exception to allow for the placement of a manufactured home on a vacant lot located at 1560 Louisville Street in an RN zoning district.

SUMMARY:

At the January 21, 2025, recessed meeting of the Mayor and Board of Aldermen, a motion to approve this request failed with a vote of 4-3. Following that motion, a new motion to table the request until the applicant could speak with the school district passed with a vote of 6-2.

The applicant, Andria Shumaker, on behalf of Starkville Oktibbeha School District, is requesting a Special Exception to allow for the placement of a manufactured home on a vacant lot located 1560 Louisville Street in an RN zoning district with property #105-16-009.00. The applicant is seeking a Special Exception to allow for the placement of a manufactured home on a vacant lot. The lot fronts Louisville Street and is located on 16th Section land owned by the Starkville Oktibbeha School District. Attachment 3 is a map created by the Planning Department based on information provided by Mike Ainsworth on behalf of the school district in the spring of 2020. This map shows the proposed leasing areas along Sand Road. The area labeled "Area A" on the map was denied a Special Exception in September 2020 by the Planning and Zoning Commission due to the lot being located along Louisville Street (see an excerpt from minutes on attachments 4 and 5). The applicant did not appeal the decision to the Board the Aldermen. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Dwelling, Manufactured and Modular Home" in an RN zoning district. Section 3.5.1.F of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 1 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 21, 2024.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notification.

At the January 14th Planning and Zoning Commission Meeting, the Commission voted 4-3 to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

STAFF REPORT

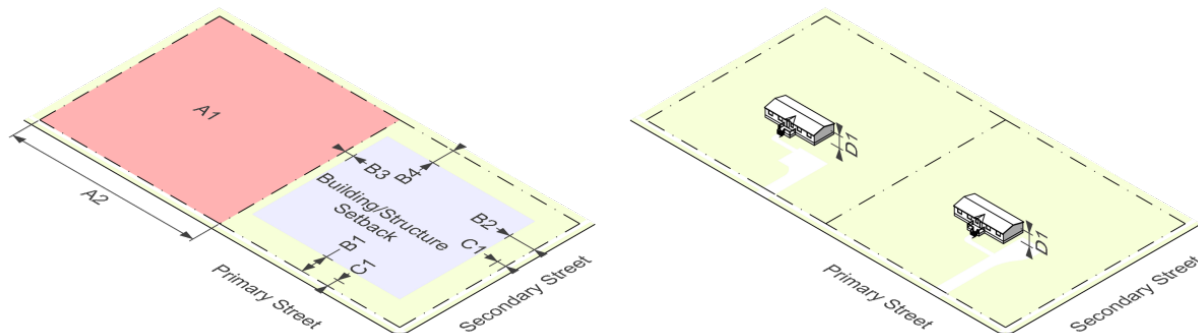
To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 24-13 a request for Special Exception to allow for the placement of a manufactured home on a vacant lot located at 1560 Louisville Street in an RN zoning district.
Date: January 14, 2025

The purpose of this report is to provide information regarding a request for Special Exception by Andria Shumaker, on behalf of Starkville Oktibbeha School District, to allow for the placement of a manufactured home on a vacant lot located 1560 Louisville Street in an RN zoning district with the property #105-16-009.00. Please see attachments 1- 5.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to allow for the placement of a manufactured home on a vacant lot. The lot fronts Louisville Street and is located on 16th Section land owned by the Starkville Oktibbeha School District. Attachment 3 is a map created by the Planning Department based on information provided by Mike Ainsworth on behalf of the school district in the spring on 2020. This map shows the proposed leasing areas along Sand Road. The area labeled "Area A" on the map, was denied a Special Exception in September of 2020 by the Planning and Zoning Commission due to the lot being located along Louisville Street (see excerpt from minutes on attachment 4 and 5). The applicant did not appeal the decision to the Board the Aldermen. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Dwelling, Manufactured and Modular Home" in an RN zoning district. Section 3.5.1.F of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

6.3.4 Base Dimensional Standards (RN: Manufactured and Modular Home)



A. Lot Dimensions	
A1. Lot size per unit (min)	40000 sq. ft.
A2. Lot width	100'
B. Building/Structure Setbacks	
B1. Front setback	30'
B2. Side setback corner lot	30'
B3. Side setback	10'
B4. Rear setback	25'
C. Parking Setbacks	
C1. From primary street	10'
D. Height	
D1. Principal building(s) (max)	1 story

13.5.8 Dwelling, Manufactured And Modular Home

A. Definition:

1. Manufactured home- A factory-built single-unit structure that is manufactured under the authority of 42 U.S.C., Sec. 5401, the National Federal Manufactured Home Construction and Safety Standards Act, is transportable in two (2) or more sections, is built on a permanent chassis, and is used as a place of human habitation; but which is not constructed with a permanent non-removable hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have non-removable wheels or hitch-axes, permanently attached to its body or frame. Manufactured homes shall not include travel trailers, camper trailers, campers, self-contained motor homes, or camper buses. A mobile home shall be defined as a residential dwelling that was fabricated in an off-site manufacturing facility, designed to be a permanent residence, and built prior to enactment of the Federal Manufactured Home Construction and Safety Standards. Mobile homes shall not be placed or moved to another lot within the city limits of Starkville. Manufactured homes with more than one (1) unit within one (1) structure are not permitted in any zoning district.
2. Modular home- A dwelling built and delivered to a site in two (2) or more sections, meeting City's current adopted building codes when connected to the required utilities.

B. Parking:

1. One (1) parking space per bedroom for all newly placed manufactured or modular home.
2. See zoning district base dimensional standards for parking location and setback requirements.

C. Loading: Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.

D. Additional Standards:

1. Homes shall be anchored according to International Building Code requirements.
2. Homes shall bear the FMHCCS Label or Seal of Compliance.
3. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in

composition, appearance, and durability to the exterior siding commonly used in standard residential construction.

4. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.
5. All homes shall be placed on the lot in harmony with the existing site-built structures. Where no neighboring structures are available for comparison, it shall be sited with the front running parallel to the street providing access to the site.
6. The towing tongue, wheels, and hitch-axle shall be removed upon final placement of the unit.
7. All manufactured homes shall be placed on permanent masonry foundations with appropriate screening of the foundations. The foundation shall not be visible from the street or adjacent properties.
8. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the International Building Code. The minimum square footage of the floor of such porch or deck shall measure at least thirty-six (36) square feet.
9. No manufactured and modular home more than ten (10) years old may be relocated or moved onto any lot within the city limits of Starkville.
10. See zoning district general provisions for density requirements and other standards.
11. See zoning district base dimensional standards for location, setback, and height requirements.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

- 8. Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 1 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 21, 2024.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notification.

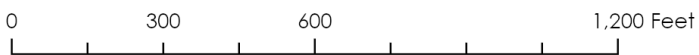
CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

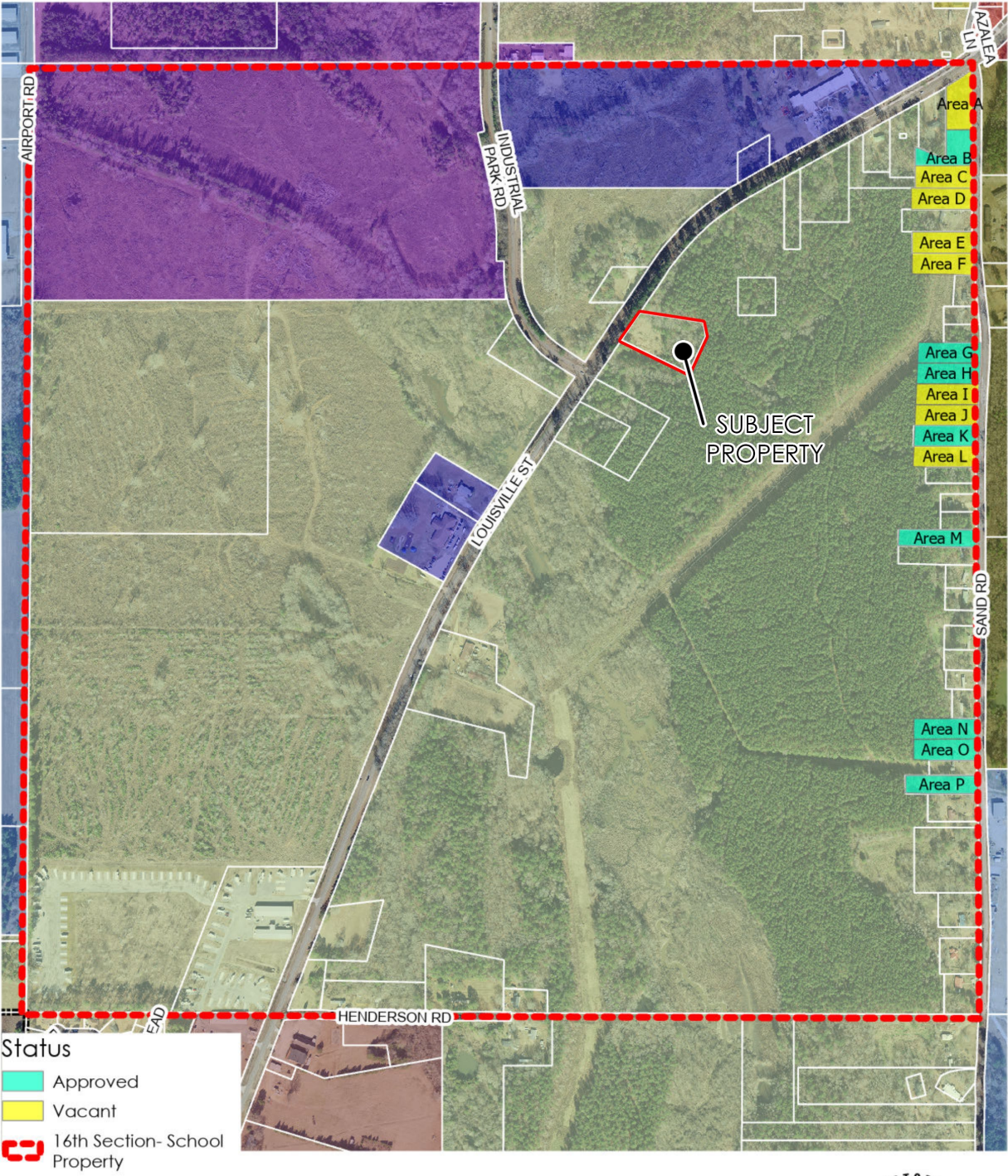
Attachment 1
SE 24-13 Aerial



Attachment 2
SE 24-13 Zoning



Attachment 3-Lease Area Map



0 500 1,000 2,000 Feet



Attachment 4- Planning and Zoning Minutes from August 11, 2020

Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area. The home site area is shown as 146' wide at the road with a total square footage of 41,880. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the home site area. The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request. A legal ad was published in the Starkville Daily News on July 22, 2020. A sign was posted on the property in a conspicuous location.

Section 3.4.1 lists 8 criteria for Special Exception approval. Section 13.3.4 of UDC also requires that the Special Exception meet the additional standards for that use. Section 13.5.8.D lists 11 additional standards for the proposed use.

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

Chairman Brooks opened the public hearing to citizen comments.

Chairman Brooks called for the applicant to come forth. Neither the applicant nor a representative of the applicant were present at the meeting.

Calling for and receiving no additional comments, Chairman Brooks closed the public hearing and opened the item up for discussion.

Commissioner Dumas stated he will not support any special exception requests to place mobile homes on a major thoroughfare such as Louisville St.

After discussion and upon the motion of Commissioner Dumas, duly seconded by Commissioner Verdell, the motion to table SE 20-14 until a more suitable parcel can be found along Sand Rd. received unanimous approval.

B. SE 20-16 REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA C APPROXIMATELY 529 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

City Planner Daniel Havelin presented the Special Exception Request by Angela McMullen on behalf of Starkville Oktibbeha Consolidated School District for a Special Exception to allow for a manufactured home on the west side of Sand Road in Area C approximately 529 feet (0.10 miles) south of Louisville Street. The Use Chart in Section 13.3 of the Unified Development Code

requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district.

Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area. The home site area is shown as 127' wide at the road with a total square footage of 43,307. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the home site area.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request. A legal ad was published in the Starkville Daily News on July 22, 2020. A sign was posted on the property in a conspicuous location.

Section 3.4.1 lists 8 criteria for Special Exception approval. Section 13.3.4 of UDC also requires that the Special Exception meet the additional standards for that use. Section 13.5.8.D lists 11 additional standards for the proposed use.

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

Chairman Brooks opened the public hearing to citizen comments.

The Applicant, Angela McMullen, came forward to speak in favor of the request.

Calling for and receiving no additional comments, Chairman Brooks closed the public hearing and opened the item up for discussion.

After discussion and upon the motion of Commissioner Dumas, duly seconded by Commissioner Verdell, the motion to approve SE 20-16 was approved 3 to 1 with Commissioner Gregory being the dissenting vote.

**C. SE 20-17 REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR
A MANUFACTURED HOME ON THE WEST SIDE OF SAND
ROAD IN AREA P APPROXIMATELY 3,927 FEET SOUTH OF
LOUISVILLE STREET IN A R-N ZONING DISTRICT.**

City Planner Daniel Havelin presented the Special Exception Request by Julisa Dodd on behalf of Starkville Oktibbeha Consolidated School District for a Special Exception to allow for a manufactured home on the west side of Sand Road in Area P approximately 3,927 feet (0.74 miles) south of Louisville Street. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural

B. SE 20-14 REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME IN AREA A LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SAND ROAD AND LOUISVILLE STREET IN A R-N ZONING DISTRICT.

Upon the motion of Commissioner Moreland, duly seconded by Commissioner Gregory, the motion to lift item SE 20-14 from the table received unanimous approval.

City Planner Daniel Havelin presented the request by Paris Gaines on behalf of Starkville Oktibbeha Consolidated School District for a Special Exception to allow for a manufactured home on the west side of Sand Road in Area A at the southwest corner of the intersection of Sand Road and Louisville Street. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is shown as 146' wide at the road with a total square footage of 41,880. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the home site area.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request. A legal ad was published in the Starkville Daily News on July 22, 2020. A sign was posted on the property in a conspicuous location. The item was tabled at the August 11, 2020 Planning and Zoning Commission meeting.

Chairman Brooks opened the public hearing to citizen comments.

The applicant, Paris Gaines, came forward to speak in favor of the request.

Calling for and receiving no additional comments, Chairman Brooks closed the public hearing and opened the item up for discussion.

After discussion and upon the motion of Commissioner Dumas, duly seconded by Commissioner Prather, the motion to deny SE 20-14 was approved unanimously.

NEW BUSINESS

A. FP 20-03 REQUEST FOR FINAL PLAT APPROVAL FOR "JAX CORNER" THE RECONFIGURATION AND SUBDIVIDING OF SEVERAL LOTS INTO 2 LOTS LOCATED AT 103 HIGHWAY 12 WEST IN A C ZONING DISTRICT

City Planner Daniel Havelin presented the Final Plat request by Jason Pepper on behalf of Jody Josey and 4jllp for the "Jax Corner Subdivision" shown on the plat as "4jllp Subdivision". The proposed subdivision is located on the southwest corner of the intersection of South Jackson Street and Highway 12 within a C zoning district. The subdivision is reconfiguring and



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

AGENDA ITEM DEPT.:
AGENDA DATE: February 18, 2025
PAGE: 1 of 5

SUBJECT: Consideration of an Application for a Free Port Warehouse License from Vibe, LLC (dba GLO)

HISTORY:

Property tax, or ad valorem tax, is a tax imposed on the ownership or possession of property and is generally based on the value of the property. In Mississippi, all property is subject to a property tax unless it is exempt by law.

Goods held in a Free Port Warehouse that will be shipped out of state may be exempt from property taxes.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Jeffrey Rupp

SUGGESTED MOTION: Approval of an Application for a Free Port Warehouse License from Vibe, LLC (dba GLO)

**FREE PORT WAREHOUSE
REPORT OF INVENTORY**

JANUARY 1, 2025

Name of Warehouse VIBE LLC (DBA GLO)

Location 101 W. MAIN ST City STARKVILLE County OKTIBBEHA

Mailing Address 101 W. MAIN ST. STARKVILLE MS 39759

1. Total value of personal property as of 1/1/2025. \$648,099
2. Estimated percentage of personal property to be shipped within Mississippi. 1.1547%
3. Amount of personal property to be assessed (Multiply Item 1 times Item 2). \$7484

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 11TH day of FEBRUARY 2025.

By Hagan Walker HAGAN WALKER

Title CEO

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

FREE PORT WAREHOUSE
REPORT OF INVENTORY MOVEMENT
FOR PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Name of Warehouse VIBE LLC (DBA GLO)

Location 101 W. MAIN ST City STARKVILLE County OKTIBBEHA

Mailing Address 101 W. MAIN ST. STARKVILLE MS 39759

1. Total shipments of all personal property. \$3,919,588
2. Total shipments within Mississippi. \$45,261
3. Percentage of shipments within Mississippi. 1.1547
4. Amount of property subject to tax, 1/1/ 2025.
(# 3 x previous year Report of Inventory # 1) \$7484
5. Prior estimate (Previous Report of Inventory) _____
6. Personal property to be back assessed.
(# 4 less # 5) _____

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 10th day of FEBRUARY, 2025.

By Hagan Walker HAGAN WALKER

Title CEO

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

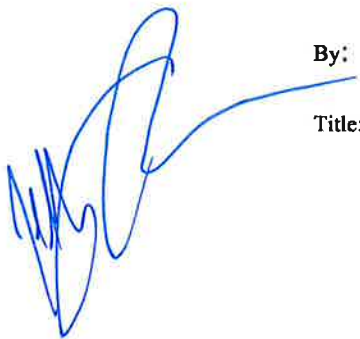
**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

*AS AUTHORIZED BY SECTION 27-31-51, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF WAREHOUSE VIBE LLC (DBA GLO)
PHYSICAL ADDRESS 101 W. MAIN ST. STARKVILLE MS 39759
TYPE OF PROPERTY SHIPPED WHOLESALE TOY TOTAL VALUE OF PROPERTY \$3,919,588
PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 1.1547%
LOCATION - COUNTY OKTIBBEHA CITY STARKVILLE

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 11th day of FEBRUARY, 2025.

ATTEST:



By:

Title:

VIBE LLC (DBA GLO)
Applicant (Name of Taxpayer)
HAGAN WALKER
CEO

pd \$10⁰⁰ license fee
2-11-2025 Lesa Harkin
City of Starkville

[illegible]



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

AGENDA ITEM DEPT.: Community Development

AGENDA DATE: February 18, 2025

PAGE: Page 1 of 20

SUBJECT:

Consideration of entering into an agreement with OpenGov Software through SHI International Corp to replace MyGov for inspection, plan review, licensing, and permitting and to authorize the mayor to execute a contract not to exceed \$125,144.50 for year one implementation through September 2025, with a following annual fee of \$58,384.50 in October 2025.

SUMMARY:

Consideration of replacing our current permitting software MyGov with OpenGov, a permitting and licensing software made available through State Contract (NASPO) with the Master Agreement # AR2488.

OpenGov Proposal - Permitting and Licensing				
Subscription Year	Months	Software	Professional Services	Annual Total
Mar 1, 2025 to Sept 30, 2025	7	\$34,057.63	\$91,086.87	\$125,144.50
Oct 1, 2025 to Sept 30, 2026	12	\$58,384.50	\$0.00	\$58,384.50

CURRENT			
Program	Users	Services	Annual
MyGov (Current)	Building Planning Code Enf.	Code Enforcement Credentials Plan Review Permits Building Permits Planning Inspections Building Inspections Planning Request Manager	\$22,000
Camino (Current)	Building Planning	Permit Guides	\$10,000
Total			\$32,000

PROPOSED			
Program	Users	Services	Annual
OpenGov (Proposed)	Building Planning Engineering Code Enf.	Code Enforcement Credentials Plan Review (+Bluebeam) GIS /Mapping (New) Public Works (New) Permits Building Permits Planning Permits Engineering (New) Inspections Building Inspections Planning Inspections Engineering (New) Public Portal (New) *System is far easier for citizen use.	\$58,384.50
Total			\$58,384.50

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lyle McCaskey @ 662-323-2525 ext. 3130

SUGGESTED MOTION:

Move approval to authorize the mayor to execute a contract with SHI Corp not to exceed \$125,144.50 for year one implementation through September 2025, with a following annual fee of \$58,384.50 in October 2025.

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**

Lead by the State of Utah



Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP**Participating Entity: **STATE OF MISSISSIPPI**

This standard contract addendum is an integral part of the contract entered into by and between SHI International Corp. and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions, and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "Participating Entity". Contractor and Participating Entity are hereinafter collectively referred to herein as "Parties".

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers **Cloud Solutions** lead by the State of Utah for use by state agencies and other entities located in the State of Mississippi authorized by Mississippi statutes to utilize statewide contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher learning, political subdivisions, and other entities authorized to use statewide contracts in the State of Mississippi. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. [Note: state entities purchasing cloud solutions from this Participating Addendum must comply with the Instructions for Use Memorandum published on the ITS website.]
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the Executive Director of the Mississippi Department of Information Technology Services.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Nick Grappone
Address:	290 Davidson Avenue, Somerset, NJ 08873
Telephone:	732-564-8189
Email:	nick_grappone@shi.com

Participating Entity

Name:	Craig P. Orgeron, Ph.D.
Address:	3771 Eastwood Drive, Jackson, Mississippi 39211
Telephone:	601-432-8000
Fax:	601-713-6380
Email:	issprojects@its.ms.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following contractual terms take precedence over all other parts (whether such other parts are specifically mentioned herein or not) of the Master Agreement entered into by and between the Lead State and Contractor:

1) **Mississippi Employment Protection Act.** Contractor represents that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi (hereinafter sometimes referred to as "the State" or "State" or "Mississippi"). As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2) **Governing Law & Venue.** ITS contracts are governed by and interpreted under the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractual terms required by the statutes of the State of Mississippi are incorporated herein as if copied fully in words and figures.

3) **Availability of Funds.** The continuance of any ITS contract is based on availability of funds. It is expressly understood and agreed that the obligation of Participating Entity to proceed under any contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under the contract. If the funds anticipated for the fulfillment of the contract are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Participating Entity for the payments or performance due under the contract, Participating Entity shall have the right to immediately terminate the contract, without damage, penalty, cost or expense to Participating Entity of any kind whatsoever.

The effective date of termination shall be as specified in the notice of termination. Participating Entity shall have the sole right to determine whether funds are available for the payments or performances due under the contract.

4) **Taxes.** The Contractor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempt ITS and other State institutions from State sales and use taxes. Likewise Participating Entity will not pay excise or personal property taxes and if the Contractor is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

5) **Timely Payments for Purchases by Public Bodies.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 *et seq.*, of the Mississippi Code and other relevant statutes) are hereby deleted. Contractor shall submit invoices with the appropriate documentation to Participating Entity as services are rendered. Contractor shall submit invoices and supporting documentation electronically during the term of the contract using the processes and procedures identified by ITS. Participating Entity agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Participating Entity within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice.

6) **Penalties for Late Payments.** If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Participating Entities' receipt of the invoice, Participating Entity shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7) **Attorney's Fees and Costs.** Any reference to attorney's fees or court costs to be paid by Participating Entity is deleted.

8) **Indemnification and Holding Harmless.** Any references to Participating Entity indemnifying or holding harmless the Contractor are deleted. Participating Entity does not agree to defend or indemnify any contractor.

9) **Term of Contract.** Any references to automatic renewals of the contract term are hereby deleted. This Participating Addendum will become effective the date it is signed by all parties and will continue in effect until September 15, 2026, unless terminated early. The contract term may be extended only by written agreement of the Parties.

10) **Insurance.** All references to Participating Entity being required to purchase insurance are deleted. Participating Entity is self-insured and will not be required to purchase casualty and liability insurance. Contractor represents that it will maintain workers' compensation insurance as

prescribed by law, which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Participating Entity with a certificate of conformity providing the aforesaid coverage.

11) **Termination.** In addition to the termination procedure set forth in Item 3 above, either party may terminate the contract, in whole or in part, at any time, with or without cause, upon prior written notice to the other party of thirty (30) days. In the event of termination for any reason, the Contractor shall be entitled to compensation for services performed according to the specifications of the contract and to Participating Entities' satisfaction prior to the date of termination, less any costs which Participating Entity may be entitled to assess against the Contractor under the contract. Further, in the event of termination, Contractor shall refund any and all applicable unexpended prorated service fees previously paid by Participating Entity.

12) **No Liquidated Damages or Termination Fees.** Any references to Participating Entity paying liquidated damages or any amounts other than the cost of the products or services being provided by Contractor to Participating Entity are hereby deleted. Likewise, any requirement that Participating Entity pay any sort of early termination fee is also deleted. Participating Entity does not pay liquidated damages and termination fees.

13) **No Automatic Increases.** The rates, fees, charges and the like set forth in the contract are firm for the contract term and may only be revised by the mutual written agreement of both Parties. Any references to automatic price increases are hereby deleted. Increases in fees for products or services must be agreed to in writing by Participating Entity.

14) **No Exclusivity.** Any references to granting the Contractor exclusivity are hereby deleted. Participating Entity complies with applicable state laws regarding public purchases.

15) **Right to Trial by Jury.** Any references to mediation or to binding arbitration or to Participating Entity waiving its rights to a trial by jury are hereby deleted.

16) **Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Section 11-7-18 and Section 75-2-719(4) of the Mississippi Code. The Contractor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose. Any references to Participating Entity limiting or waiving any common law warranty are deleted. Further, Participating Entity does not make any warranty.

17) **Limiting Liability.** Any provisions limiting Contractor's liability will only apply to Participating Entity to the extent it is permitted and not prohibited by the laws or constitution of Mississippi.

18) **Sovereign Immunities and Defenses.** Participating Entity does not waive its sovereign immunities or defenses as provided by law by entering into the contract, and any references limiting Participating Entities' remedies are hereby deleted.

19) **Assignment or Transfer.** Neither party may assign or otherwise transfer the contract or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This contract shall be binding upon the parties' respective successors and assigns.

20) **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify ITS immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless Participating Entity determines it to be in its best interest to terminate the contract.

21) **Accountability and Transparency Act.** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the contract and any subsequent amendments shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

22) **Risk of Loss and Title Upon Delivery.** Risk of loss to any products purchased will pass to Participating Entity upon delivery, and title to any hardware products purchased shall pass to Participating Entity upon delivery of same to ITS' specified location.

23) **Statute of Limitations.** Any references to a statute of limitations running against Participating Entity are hereby deleted. See Section 104 of the Mississippi Constitution and Section 15-1-51 of the Mississippi Code of 1972, as amended.

24) **Soliciting/Hiring Contractor Employees.** Any provisions prohibiting the solicitation or hiring of Contractor employees by Participating Entity and assessing Participating Entity with any costs/damages shall be and hereby are deleted.

25) **Litigation Control.** Any provision giving Contractor exclusive control over litigation is deleted. Participating Entity does not agree that Contractor may represent, prosecute or defend legal actions in its name.

26) **No Individual Liability for Executing Contract.** Contractor acknowledges that the individual executing the contract on behalf of ITS is doing so only in his/her official capacity, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

27) **Confidential Information.** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the Participating Entity without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court

order as outlined in ITS Public Records Procedures. The parties further understand and agree that pursuant to Section 25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the terms of the Agreement shall not be deemed confidential information.

28) **Conflicts of Interest.** Contractor represents and warrants that no official or employee of the State of Mississippi or of Participating Entity and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of the Agreement no person having any such known interests shall be employed. Further, the Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from the Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event the Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

29) **No Guarantee of Amount to be Purchased.** There is no guarantee that a minimum amount of goods or services will be purchased under the Agreement. Any estimated quantities are for solicitation purposes only and are not to be construed as a guarantee. Further, Contractor shall obtain approval of ITS prior to the fulfillment of any order under this Agreement.

30) **ITS as Contracting and Purchasing Agent.** By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The Contractor understands and agrees that ITS, as contracting agent, is not responsible or liable for the performance or non-performance of any of a Participating Entity's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by a Participating Entity's funding source. Notwithstanding the above, the parties understand and agree that where ITS itself acts as a Participating Entity it is responsible for its actions or inactions under this agreement.

31) **Security Policies.** The Contractor acknowledges and agrees that it is important that the Contractor follow the same policies that the State of Mississippi follows to minimize security risks,

to ensure State and Federal laws are followed, to address issues regarding mobile device accessibility, to prevent outages, and to ensure standard architecture practices within the State of Mississippi's technology environment. As such, Contractor agrees to comply with the following.

(a) **Enterprise Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(b) **Enterprise Cloud and Offsite Hosting Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(c) **Mississippi Technology Policies, Standards, and Guidelines.** Contractor acknowledges and agrees to comply with the guidelines found at <http://www.its.ms.gov/Policies/Pages/default.aspx>.

32) **Mandatory Reports.** Contractor agrees to provide detailed quarterly utilization reports reflecting net sales to the State during the term of the Agreement. The reports will show the quantities and dollar volume of purchases by Purchasing Entity. Contractors shall submit to ITS the following quarterly reports:

(a) Reports shall contain at a minimum the following information:

- Department/Agency Name
- Customer type (State Agency, Local Government, Education K-12, Public University, etc.)
- Date Service Begins
- Product/Service Description
- Utilization
- Unit of Measure
- MSRP List Price
- Discount Applied
- NASPO ValuePoint Price Contracted to Department/Agency
- Quantity
- Total Price

(b) Report modifications: contractor shall agree that ITS reserves the right to modify the

format and information in the quarterly reports by providing the contractors thirty (30) calendar days written notice.

(c) Reports should be submitted electronically to naspocloud@its.ms.gov.

33) **Administrative Fees.** Contractor shall pay to ITS an Administrative Fee of one percent (1%) on the purchase price for all net sales to the State. The Administrative Fee must be rolled into Contractor's current pricing and not be shown as a separate line item on any invoice. ITS will invoice Contractor quarterly based on Contractor's sales to the State reported by Contractor per Item 32 herein and Contractor shall remit payment within forty-five (45) days. Contractor's failure to accurately and timely report total net sales, to submit usage reports, or remit payment of the Administrative Fee may be cause for suspension or termination of the Agreement or the exercise of any other remedies as provided by law.

34) **Data Ownership.** The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Contractor shall not access Participating Entity accounts, or Participating Entity data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at the Participating Entity's written request.

35) **Data Protection.** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Participating Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

(a) All information obtained by the Contractor under this contract shall become and remain property of the State.

(b) At no time shall any data or processes which either belongs to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

36) **Data Location.** The Contractor shall not store or transfer Participating Entity data outside of the United States. This includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access Participating Entity data remotely only as required to provide technical support.

37) **Encryption.** The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the Contractor stores non-public data, the data shall be **encrypted at rest**. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection. Additionally, when the Contractor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:

(a) The policy shall be issued by an insurance company acceptable to the Participating Entity and valid for the entire term of the contract, inclusive of any term extension(s).

(b) The Contractor and the Participating Entity shall reach agreement on the level of

liability insurance coverage required.

(c) The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.

(d) At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.

(e) The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

(f) The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.

(g) The Contractor shall be responsible for any deductible or self-insured retention contained in the insurance policy.

(h) The coverage under the policy shall be primary and not in excess to any other insurance carried by the Contractor.

(i) In the event the Contractor fails to keep in effect at all times the insurance coverage required by this provision, the Participating Entity may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

38) **Breach Notification and Recovery.** Unauthorized access or disclosure of non-public data is considered to be a security breach. The Contractor will provide immediate notification and all communication shall be coordinated with the ITS. When the Contractor or their sub-contractors are liable for the loss, the Contractor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll free telephone call center services. Participating Entity shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of Participating Entity to hold a Contractor harmless.

39) **Notification of Legal Requests.** The Contractor shall contact ITS upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of any Participating Entity. The Contractor shall not respond to subpoenas, service of process, and other legal requests related to any Participating Entity without first notifying the Participating Entity, unless prohibited by law from providing such notice.

40) **Termination and Suspension of Service.** In the event of termination of the contract, the Contractor shall implement an orderly return of Participating Entity data in CSV or XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of State data.

(a) **Suspension of Services:** During any period of suspension of this Agreement, for whatever reason, the Contractor shall take no action to intentionally erase Participating

Entity data.

(b) **Termination of Any Services or Agreement in Entirety:** In the event of termination of any services or of the agreement in its entirety, the Contractor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Contractor shall have no obligation to maintain or provide any Participating Entity data and shall thereafter, unless legally prohibited, dispose of all Participating Entity data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90-day timeframe, Contractor will continue to secure and back up Participating Entity data covered under the contract.

(c) **Post-Termination Assistance:** Participating Entity shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

(d) **Secure Data Disposal:** When requested by Participating Entity, the Contractor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to Participating Entity.

41) **Background Checks.** The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Participating Entity's information among the Contractor's employees and agents.

42) **Security Logs and Reports.** The Contractor shall allow the Participating Entity access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Contractor.

43) **Contract Audit.** The Contractor shall allow the Participating Entity to audit conformance including contract terms, system security and data centers as appropriate. The Participating Entity may perform this audit or contract with a third party at its discretion at the Participating Entity's expense.

44) **Sub-contractor Disclosure.** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

45) **Sub-contractor Compliance.** Contractor must ensure that any agent, including a Contractor or subcontractor, to whom the Contractor provides access agrees to the same

restrictions and conditions that apply through this Agreement.

46) **Processes and Procedures.** The Contractor shall disclose its non-proprietary security processes and technical limitations to the Participating Entity so that the Participating Entity can determine if and how adequate protection and flexibility can be attained between the Participating Entity and the Contractor. For example: virus checking and port sniffing — the Participating Entity and the Contractor shall understand each other's roles and responsibilities.

47) **Operational Metrics.** The Contractor and the Participating Entity shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:

- (a) Advance notice and change control for major upgrades and system changes
- (b) System availability/uptime guarantee/agreed-upon maintenance downtime
- (c) Recovery Time Objective/Recovery Point Objective
- (d) Security Vulnerability Scanning

For the faithful performance of the terms of the contract, the parties have caused this Contract Addendum to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services**

SHI International Corp

By: 
Authorized Signature

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Natalie Castagno

Title: Executive Director

Title: Director of Response Team

Date: 10/2/18

Date: 9/24/18

OpenGov End User License Agreement

This End User License Agreement (this “Agreement”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer listed on the signature block below (“Customer”). Customer is purchasing OpenGov services through an authorized reseller (“Reseller”). This Agreement, which takes effect on the date of the last signature below (“Effective Date”), sets forth the terms under which Customer may use OpenGov’s hosted software services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. “Party” (or “Parties”) refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. “Subscription Term” means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and

this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"). Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service,

and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it

employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement. Neither Party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each Party shall (at the other Party's option) return or delete any of the the other Party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.2. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.3. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of

performance of such work to receive such warranty remedies.

- 8.4. **Software Services Warranty.** OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.5. **By Customer.** Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.6. **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. **By Type.** NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes for OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of the Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signature page to follow.

Signatures	
Customer: 	OpenGov, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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



AGENDA ITEM DEPT.: Community Development

AGENDA DATE: February 18, 2025

PAGE: Page 1 of 22

SUBJECT:

Consideration of adopting the updated Americans with Disabilities Act (ADA) Transition Plan to replace the previous version from 2011.

SUMMARY:

Consideration of adopting the updated Americans with Disabilities Act (ADA) Transition Plan to replace the version that was previously put in place by the Board of Aldermen in 2011. This plan looks for timely remedy barriers to access to ensure that the disabled citizens of Starkville are given access to the City's programs, services and activities. To confirm follow-up on corrective actions required under this plan, the city will institute an ADA Action Log, documenting its efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. From and after the adoption of this plan, by the Mayor and Board of Aldermen, the ADA Action Log will be updated on an annual basis. The ADA Action Log shall be available on request and posted on the City's website.

NOTE:

Citizens looking to provide feedback concerning the Transition Plan or an accessibility issue within the City of Starkville should contact the Community Development Department at ADA@cityofstarkville.org or by calling (662) 323-2525. The Community Development Department may also be located on the 2nd Floor of Starkville City Hall.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lyle McCaskey, Asst. City Planner @662-323-2525 ext. 3130

Stein McMullen, ADA Coordinator / Building Official @ 662 323-2525 ext. 3121

SUGGESTED MOTION:

Move approval to adopt the updated Americans with Disabilities Act Transition Plan.



City of Starkville

Americans with Disabilities Act Transition Plan
2025

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Introduction

The City of Starkville recognizes that its programs, services, and activities are fundamental to the public and to the quality of life of its citizens. To ensure that all of its citizens and the general public have the opportunity to participate in the programs, services, and activities offered by the City of Starkville, the City is addressing the changes necessary to implement program accessibility for its buildings, facilities, polling places, parks, and public rights-of-way. The City of Starkville is dedicated to providing buildings and facilities that provide usable and functional disabled access. The City understands that while some existing facilities possibly met the accessibility requirements at the time of construction, these facilities may not meet the current standards.

The Americans with Disabilities Act (ADA) provides civil rights protection to individuals with disabilities and guarantees equal opportunity for individuals with disabilities in employment, transportation, state and local government services, telecommunications, and in the goods and services provided by private businesses. With the adoption and implementation of this Transition Plan, the City of Starkville will continue a history of concern with the civil rights of people with disabilities. Continuing to respond to the rights and needs of people with disabilities recognized by the ADA, the City of Starkville is taking the necessary steps to demonstrate its commitment to creating an inclusive civic experience for all persons.

Purpose of the Transition Plan

If a city with 50 or more employees decides to make physical changes to achieve program accessibility, it must develop a written plan that identifies the modifications that will be made. The plan should include timelines for completing these modifications. Interested parties, including people with disabilities and organizations representing people with disabilities, must at a minimum, have an opportunity to participate in the development of the plan by submitting written comments. A copy of the plan and a copy of the self-evaluation must be available for public inspection for three years after completion.

This Transition Plan was produced from a comprehensive survey of the buildings, facilities, and properties owned by or utilized by the City for specific purposes (such as polling places) and major pedestrian routes to public facilities, transportation nodes, and commercial districts within the public rights-of-way to identify existing physical barriers for individuals with disabilities. Though the ADA does not prescribe any standards for the evaluation of existing facilities, on-site assessments were made using the following new construction and alteration standards: the ADA Standards as they are appended in Title 28 of the Code of Federal Regulations, part 36 (referred to as the Americans with Disabilities Act Accessibility Guidelines or "ADAAG"), and the

International Building Code (IBC). This document identifies and locates architectural barriers as detailed in both the federal and building guidelines outlined in the ADAAG and IBC.

To summarize, the City of Starkville's Transition Plan assesses physical barriers on the external site and internal area of City buildings, facilities, and major pedestrian routes within the public rights-of-way, estimates the costs for their mitigation, sets priorities for their elimination, and provides a schedule for their removal.

Overview of the Americans with Disabilities Act

The ADA prohibits discrimination on the basis of disability in employment, state and local governments, public accommodations, commercial facilities, transportation, and telecommunications. It also applies to the United States Congress. ADA has 5 titles or sections that are briefly described as follows.

To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such impairment. The ADA does not specifically name all of the impairments that are covered.

ADA Title I: Employment

Title I requires employers with 15 or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others.

ADA Title II: State and Local Government Activities

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of federal funding. Title II requires that state and local governments provide people with disabilities an equal opportunity to benefit from all of their programs, services, and activities, for example: public education, employment, transportation, recreation, health care, social services, courts, voting, and City meetings. ADA Title II is the focus for this transition Plan. State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities. Public entities are not required to take actions that would result in undue financial and administrative burdens. They are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid

discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.

ADA Title III: Public Accommodations

Title III covers businesses and non-profit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, and recreational facilities, including sports stadiums and fitness clubs. ADA Title III does not apply to this Transition Plan.

ADA Title IV: Telecommunications Relay Services

Title IV addresses telephone and television access for people with hearing and speech disabilities. It requires common carriers (telephone companies) to establish interstate and intrastate telecommunications relay services (TRS) 24 hours a day, 7 days a week. ADA Title IV does not apply to this Transition Plan.

ADA Title V: Miscellaneous Provisions

Title V clarifies that both states and Congress are covered by all provisions of the ADA. It also provides for recovery of legal fees for successful proceedings pursuant to the Act and establishes a mechanism for technical assistance along with specific instructions to many federal agencies required to implement the Act. Additionally, Title V includes a provision prohibiting either (a) coercing or threatening or (b) retaliating against the disabled or those attempting to aid people with disabilities in asserting their rights under the ADA. ADA Title V does not apply to this Transition Plan.

Development of the ADA Transition Plan

The ADA Transition Plan documents the access barriers for the exterior site and interior areas of city buildings, and parks, as well as major pedestrian routes to public facilities, transportation nodes, and commercial districts within the public rights-of-way. The documented access barriers indicate that existing conditions of these facilities deviate from the current State and Federal accessibility standards for new construction. For each identified barrier, the ADA Transition Plan provides corrections to comply with the ADA Accessibility Guidelines (ADAAG) and International Building Code (IBC). To comply with the standards for accessibility to City programs, services, and activities, the City's ADA Transition Plan provides the following information:

Responsible Official

The ADA Coordinator has been designated by the Mayor and Board of Aldermen as the person responsible for the development and implementation of the City's ADA Transition Plan. The ADA Coordinator for the City of Starkville is Stein McMullen, who is also the Building Official. Stein McMullen reviews all site and building plans for accessibility issues to ensure compliance with ADA regulations on all new construction and renovation projects.

Grievance Procedure

The City of Starkville developed a disabled access complaint procedure for individuals who have an ADA issue with regard to program or facility access. A copy of the grievance policy is included in Appendix A of this document and is posted on the City's official website.

Self-Evaluation Survey

As required by the ADA legislation, the City of Starkville has conducted a Self-Evaluation Survey of its programs, services, and activities to ensure that they are accessible to and usable by persons with disabilities. A complete listing of the facilities and polling places is included in Appendix C of this document. Most facilities presented minor issues which have been addressed by the respective City departments, or are in the process of becoming compliant.

Prioritization of Projects

Recognizing that the City has limited funds and cannot immediately make all facilities and public rights-of-way fully accessible, facilities and barriers within facilities had to be prioritized. First, all facilities were listed and ranked according to program functions as follows. Facility Prioritization:

- Importance of the program function—the numbers and types of programs and programs unique to a facility that cannot occur at another facility
- Frequency of use—facilities that receive a high level of public use and/or facilities of high use by members of the public with disabilities
- Program location and relation to other program functions—facilities distributed throughout the City in order to ensure maximum access for all.

Since persons with disabilities utilize certain buildings and facilities with greater frequency, the impact of barriers identified at these facilities was greater. Upon compilation of the survey results, City staff helped determine prioritization criteria for key items found in the survey and obtain

additional information to determine a final level of prioritization of barrier locations. Prioritization Criteria for Facilities According to Barrier Location:

- Priority 1. Basic public access and hazardous conditions:
- A. Accessible route from exterior site arrival points within the boundary of the property to an accessible building entrance of the program location. (An exterior accessible route may include walks, accessible parking spaces, curb ramps, ramps, lifts, crosswalks at vehicular ways, passenger loading zones, etc.)
 - B. Accessible route from the accessible program building entrance to "first contact points" such as information counters within the facility. (An accessible route may include corridors, ramps, elevators, lifts and clear floor spaces, etc.)
 - C. Removal of overhead obstructions, protruding objects, adjustments of doors with excessive opening force and the provision of automatic or power-assisted doors at designated public "primary" entrance of each building.
- Priority 2. Access to program function areas.
- Priority 3. Access to public common areas that support program function areas (such as restrooms, drinking fountains, public telephones, etc.) Provision of visual/audible signal devices connected to the existing fire alarm system.
- Priority 4. Barriers not included in priorities 1, 2 and 3.
- Priority 5. Barriers not addressed by the ADAAG. However, they are addressed by the IBC and are not in compliance with the adopted building code.

Public Rights-of-Way Prioritization:

The City Engineer, ADA Coordinator, and City Staff shall utilize the following criteria in guiding the prioritization of the following street projects:

- Installing curb ramps compliant with Federal and/or State laws;
- Providing accessible crosswalks, including developing and maintaining policies for audible pedestrian signals, providing accessible pedestrian controls, and removing abrupt changes in level affecting the path of travel;
- Removing obstacles in the pedestrian rights-of-way that narrow the pathway below PROWAG standards;
- Removing abrupt changes in level caused by tree roots or deterioration along pedestrian rights-of-way;
- Removing or providing detectable warnings for overhanging obstacles not detectable by blind pedestrians;

- Removing excessive cross slopes in the pedestrian rights-of-way that are perpendicular to the primary direction of travel.

Conclusion

The City is taking the actions referenced in this Transition Plan and will continue to look for and timely remedy barriers to access in an effort to ensure that the disabled citizens of Starkville are given access to the City's programs, services and activities. To confirm follow-up on corrective actions required under this plan, the City will institute an [ADA Action Log](#), documenting its efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. From and after the adoption of this plan, by the Mayor and Board of Aldermen, the ADA Action Log will be updated on an annual basis. The ADA Action Log shall be available on request and posted on the City's website.

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APPENDIX A

City of Starkville Grievance Policy

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Grievance Procedure Under the Americans with Disabilities Act

The Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Starkville. All grievances received will be responded to by the ADA Coordinator or their designee.

Any complaints should be submitted in writing and contain contact information such as name, address, phone number of the complainant as well as information about the alleged discrimination including location and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or their designee as soon as possible but no later than 60 calendar days after the alleged violation. Complaints can be sent to ada@cityofstarkville.org or mailed to:

City of Starkville
ADA Coordinator (Stein McMullen)
110 W Main St
Starkville, MS, 39759

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or designee will schedule to meet with the complainant to discuss the grievance and possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, braille, or audio tape. This response will explain the City of Starkville's position and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or designee does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision to the City of Starkville Mayor within 15 calendar days after receipt of the response.

Within 15 calendar days after the receipt of the appeal, the Mayor will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor will respond in writing, and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or their designee, appeals to the Mayor, and the responses from these two offices will be retained by the City of Starkville for at least three years.

APPENDIX B
Self-Evaluation Report

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Status	Priority	Category	Location	Item
Historical		Building	George M Bryan Airfield	Handicap Access to building is provided
Historical		Building	George M Bryan Airfield	Handicap parking spaces available but access aisles and signage are not provided
Historical		Building	Starkville Humane Society	Handicap access to building is provided
Historical		Building	Starkville Humane Society	Paved area appears to be intended for handicap parking, but not properly dimensioned or positioned, as well as no access aisle or signage
Historical		Building	Heritage Museum	No handicap parking spaces, access aisles or signage provided.
Historical		Building	Streets, Sanitation, and Environmental Services	No Handicap access to building is provided
Historical		Building	Streets, Sanitation, and Environmental Services	No handicap parking spaces, access aisles or signage provided
Historical		Building	Sportsplex	(Main Building) The van-accessible parking space needs a curb cut so the accessible route doesn't cross behind parked vehicles. NOTE: These ADA observations apply to this facility when used as a polling station only.
Historical		Building	Sportsplex	(Activity Building) A van-accessible space and curb cut needs to be added. NOTE: These ADA observations apply to this facility when used as a polling station only.
Reported		Sidewalk	Right-of-Way	Crack in the sidewalk, North of City Hall along the side of the retaining wall.
Reported		Sidewalk	Right-of-Way	Broken sidewalk with utility boxes making it difficult to use.
Reported		Sidewalk	Right-of-Way	Raised sidewalk causing trip hazard.
Reported		Sidewalk	Right-of-Way	Curb with drop off along entrance.
Reported		Sidewalk	Right-of-Way	Curb with drop off along entrance.
Reported		Sidewalk	Right-of-Way	This needs to be checked again, it appears to be a tripping hazard
Reported		Sidewalk	Right-of-Way	Tripping Hazard and Clear Width due to utility poles.
Reported		Sidewalk	Right-of-Way	Broken up sidewalk, needs replacement
Reported		Sidewalk	Right-of-Way	Curb needing to be removed

Reported		Sidewalk	Right-of-Way	Curb needing to be removed.
Reported		Sidewalk	Right-of-Way	1/2" tripping hazard
Reported		Sidewalk	Right-of-Way	Tripping Hazard with manhole
Reported		Sidewalk	Right-of-Way	1/2" tripping hazard
Reported		Sidewalk	Right-of-Way	Broken sidewalk panel
Reported		Sidewalk	Right-of-Way	Deterioration
Reported		Sidewalk	Right-of-Way	Clear Width and tripping hazard
Reported		Sidewalk	Right-of-Way	Broken up sidewalk, needs replacement
Reported		Sidewalk	Right-of-Way	Sidewalk removed and not replaced properly, currently gravel
Reported		Sidewalk	Right-of-Way	Sidewalk removed and not replaced properly, currently gravel
Reported		Sidewalk	Right-of-Way	Tripping hazard (candidate for grinding)
Reported		Sidewalk	Right-of-Way	Broken Sidewalk panel
Reported		Sidewalk	Right-of-Way	Broken Sidewalk panel
Reported		Sidewalk	Right-of-Way	Tripping hazard
Reported		Sidewalk	Right-of-Way	Tripping hazard
Reported		Sidewalk	Right-of-Way	Tripping hazard
Reported		Sidewalk	Right-of-Way	Tripping hazard
Reported		Sidewalk	Right-of-Way	Curb ramp with slope issues
Reported		Sidewalk	Right-of-Way	Missing and broken sidewalk
Reported		Sidewalk	Right-of-Way	Tripping hazard
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND PAGE ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND OLD WEST POINT RD - NW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND SOUTH MONTGOMERY ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND SOUTH MONTGOMERY ST - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND SOUTH MONTGOMERY ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 309 UNIVERSITY DR - N
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 310 UNIVERSITY DR - S 2
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 808 UNIVERSITY DR - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 810 UNIVERSITY DR - N
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR WESTERN AUTO - S

Reported		Curb Ramp	Right-of-Way	WEST LAMPKIN ST AND FELIX LONG ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND RUSSEL ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND SOUTH JACKSON ST - NE CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND SOUTH MONTGOMERY ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND SOUTH WASHINGTON ST - NE CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND SOUTH WASHINGTON ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST NEAR 415 EAST LAMPKIN ST - NE
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST NEAR 415 EAST LAMPKIN ST - NW
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST NEAR 500 EAST LAMPKIN ST - SE
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST NEAR 500 EAST LAMPKIN ST - SW
Reported		Curb Ramp	Right-of-Way	EAST MAIN ST AND SOUTH JACKSON ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	EAST MAIN ST AND SOUTH JACKSON ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	EAST MAIN ST AND SOUTH LAFAYETTE ST - SW CORNER 1
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 612 UNIVERSITY DR - SW CORNER (PARKING LOT)
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND ADKERSON WAY - SW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND COLONEL MULDROW AVE - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND FELLOWSHIP ST - NE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND FELLOWSHIP ST - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND FELLOWSHIP ST - SW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND JARNIGAN ST - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND JARNIGAN ST - SW CORNER

Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND MAXWELL ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND NORTH NASH ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND OLD WEST POINT RD - NE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND PAGE ST - SE CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR NEAR 310 UNIVERSITY DR - S 1
Reported		Curb Ramp	Right-of-Way	EAST LAMPKIN ST AND SOUTH LAFAYETTE ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	EAST MAIN ST AND SOUTH LAFAYETTE ST - SE CORNER 1
Reported		Curb Ramp	Right-of-Way	EAST MAIN ST AND SOUTH LAFAYETTE ST - SW CORNER 2
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND FELLOWSHIP ST - NW CORNER
Reported		Curb Ramp	Right-of-Way	UNIVERSITY DR AND MAXWELL ST - NE CORNER
Reported	Priority 1	Building	Fire Station 1	Missing a van accessible parking space. The accessible route from the current ADA parking does not meet requirements such as striping, slope, route width, and signage.
Reported	Priority 1	Building	Fire Station 1	Missing an ADA bathroom. (voting location) Current bathroom locations do not have an accessible route to them.
Reported	Priority 1	Building	Fire Station 1	The front door to the office area is not accessible.
Reported	Priority 1	Building	Fire Station 1	Additional ADA parking spaces are likely needed if used as a voting location.
Reported	Priority 1	Building	City Hall	Signage for ADA accessible route for the front of the building.
In-Progress	Priority 1	Building	City Hall	Audio devices for the court room are required as amplification is provided.
In-Progress	Priority 4	Building	City Hall	Assisted entry button for front door.
Reported		Building	Sportsplex	Assisted entry button does not work.
Reported		Building	Sportsplex	ADA Parking signage is too low and van accessible parking is not labeled.
Reported		Curb Ramp	Sportsplex	A curb ramp is needed to access the newly turfed field as there is no route from the ADA parking area.
Reported		Building	Fire Station 3	Temporary ADA Parking will be needed to be used as a voting location.

Reported		Building	Fire Station 3	ADA Restroom towel dispenser is inaccessible.
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APPENDIX C
Facilities and Polling Places

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Street Number	Street Name	Parcel	Name of Location	Service	Voting Location
514	University Drive	117M-00-183.00	Oddfellows on University	Cemetery	
204	West Dr. Martin Luther King Jr Dr	118O-00-149.00	Oddfellows on Dr. Martin Luther King Jr. Drive	Cemetery	
0	University Drive	117M-00-192.00	Brush Arbor Cemetery	Cemetery	
523	Academy Road	102I-00-007.00	Fire Station 4	Emergency	
118	Airport Road	103P-00-001.00	Fire Station 2	Emergency	
503	East Lampkin Street	117M-00-169.00	Fire Station 1	Emergency	Yes
102	West Garrard Street	118A-00-024.00	Fire Station 3	Emergency	Yes
1215	West Garrard Street	119-29-006.03	Fire Station 5	Emergency	
101	East Lampkin Street	118P-00-306.00	Police Department	Emergency	
110	West Main Street	118P-00-331.00	City Hall	General	Yes
506	D.L. Conner	118I-00-095.00	Streets, Sanitation, and Environmental Services	General	
326	University Drive	118P-00-248.00	Starkville Public Library	General	
510	Industrial Park Road	102M-00-005.00	Starkville Humane Society	General	
101	West Wood Street	102B-00-297.00	Starkville Housing Authority	Housing	
222	Batters Boulevard	103O-08-017.01	Cornerstone Sports Complex	Park	
405	Lynn Lane	102K-00-018.00	Sportsplex	Park	Yes
500	Lynn Lane	102K-00-002.00	Mckee Park	Park	
336	Whitfield Street	102F-00-009.00	Patriot Park	Park	
112	Josey Avenue	102B-00-225.00	Josey Ave Park	Park	
503	East Lampkin Street	117M-00-169.00	Fire Station Park	Park	
515	Spring Street	101D-00-306.00	George Evans Park	Park	
310	North Jackson Street	118I-00-161.00	Moncrief Park	Park	
400	North Long Street	118J-00-092.00	J.L. King Senior Memorial Park	Park	
610	East Gillespie Street	101D-00-314.00	Needmore Community Center	Park	Yes
0	East Lampkin Street	118P-00-275.00	Public Parking Lot	Parking	
0	Jefferson Street	118P-00-195.00	Public Parking Lot	Parking	
120	Airport Road	103P-00-001.00	George M Bryan Airfield	Transportation	
305	Sand Road	105-22-010.00	Starkville Wastewater Plant	Utility	
200	North Lafayette Street	118P-00-196.00	Starkville Utilities	Utility	
605	East Dr. Martin Luther King Jr Drive	117N-00-001.01	Starkville Utilities Operations Center	Utility	
303	Sand Road	105-15-016.00	Utilities Rehab	Utility	



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 9

SUBJECT:

Discussion and consideration of FP 25-02 a request for Final Plat approval for the “Dutch Subdivision” at 815, 817, and 821 Highway 12 West in a C zoning district

SUMMARY:

The applicant, Dutch Oil Company, is requesting final plat approval for the “Dutch Subdivision.” This plat was originally approved on March 1, 2022. That approval has since expired due to the plat having never been filed. The properties are located within a C zoning district with the parcel numbers 102L-00-014.00, 102E-00-208.00, and 102E-00-208.01. The property line between Lot 1 and Lot 2 is being adjusted to give Lot 2 more frontage along Highway 12. The property line between Lot 1 and Lot 3 is being adjusted to correct a platting issue for portions of Lot 1 that were previously deeded to Lot 3. The Development Review Committee reviewed the updated final plat on February 6, 2025. All comments have been addressed, and the plat is recommended for approval.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of FP 25-02 a request for Final Plat approval for the “Dutch Subdivision”.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 25-02 a request for Final Plat approval for the "Dutch Subdivision" at 815, 817, and 821 Highway 12 West in C zoning district
Date: February 18, 2025

The purpose of this report is to provide information regarding a Final Plat request by Dutch Oil Company for the "Dutch Subdivision". The properties are located within a C zoning district with the parcel numbers 102L-00-014.00, 102E-00-208.00, and 102E-00-208.01. Please see attachments 1- 4.

BACKGROUND INFORMATION

- This plat was originally approved on March 1, 2022. That approval has since expired due to the plat having never been filed.
- The property line between Lot 1 and Lot 2 is being adjusted to give Lot 2 more frontage along Highway 12.
- The property line between Lot 1 and Lot 3 is being adjusted to correct a platting issue for portions of Lot 1 that were previously deeded to Lot 3.
- The Development Review Committee reviewed the updated final plat on February 6, 2025. All comments have been addressed, and the plat is recommended for approval.

GENERAL INFORMATION

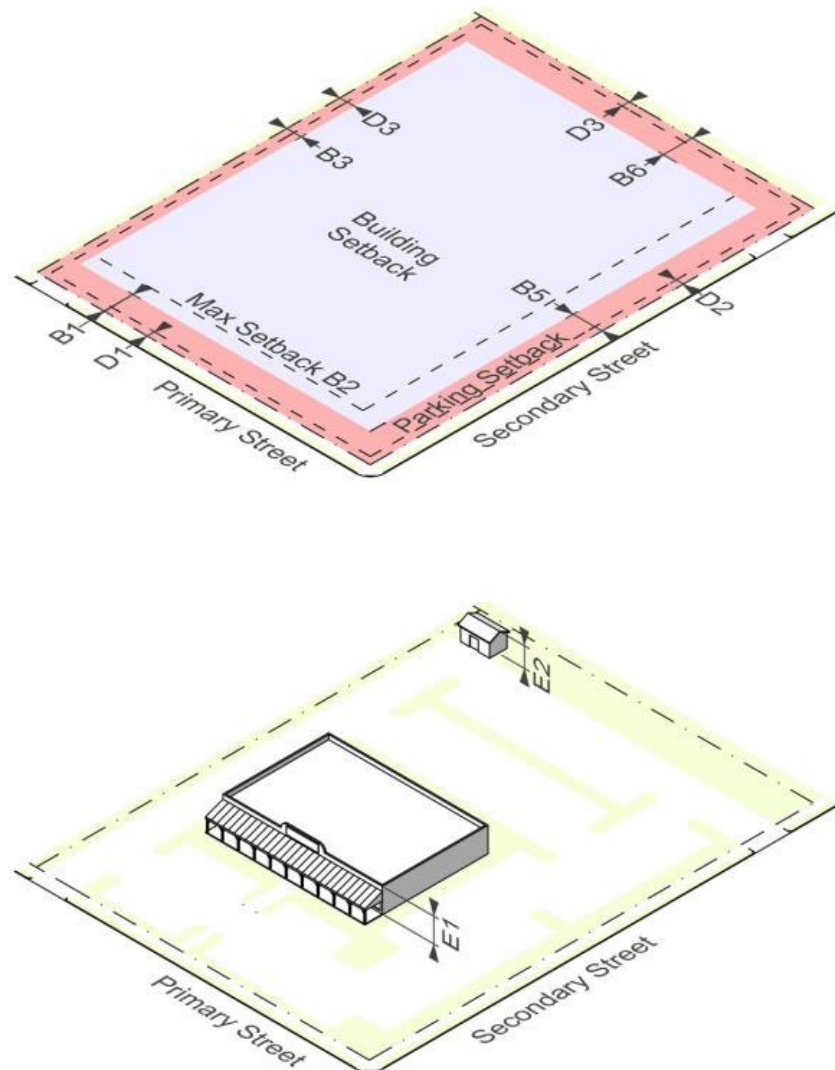
- The proposed subdivision is located at 815, 817, and 821 Highway 12 West in C zoning district.
- All easements and dedications are provided on the final plat.
- Electrical service, water, and sanitary sewer is provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- This subdivision is a part of a previously platted subdivision. All property owners are listed in the Certificate of Ownership. Therefore, acknowledging their approval of the plat.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

Section 7.2 Base Dimensional Standards

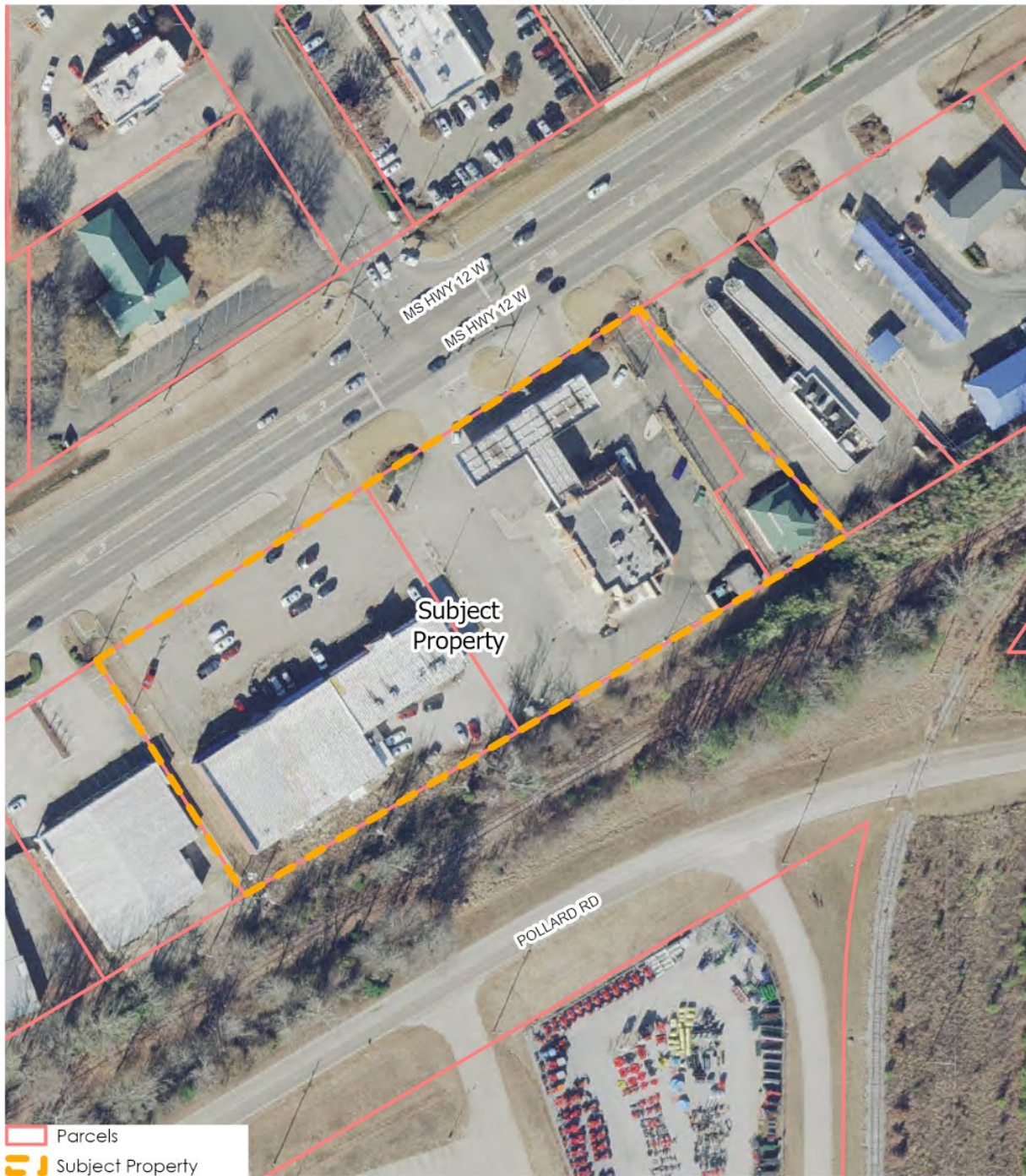


Commercial Use	
A. Lot Dimensions	C
A1. Lot size (min)	*
A2. Lot width (min)	*
B. Building/Structure Setbacks	C
B1. Front setback min	20'
B2. Front setback max	N/A
B3. Side setback	10'
B4. Side setback adjacent to detached residential	50'
B5. Side setback corner lot	20'
B6. Rear setback	20'
B7. Rear setback adjacent to detached residential	50'
D. Parking Setbacks	C
D1. From primary street	5'
D2. From side street	5'
D3. From side and rear property line	5'
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
E. Height	C
E1. Principal building(s) (max)	50', 4 story
E2. Accessory structures(s) (max)	15', 1 story
F. Pedestrian Access	C
F1. Street-facing primary entrance along street	yes
F2. Sidewalk connection to street from each entrance	yes
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see use chart and additional standards	

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 25-02 Aerial



0 120 240 480 Feet



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2
FP 25-02 Zoning



0 120 240 480 Feet



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

[illegible]

CERTIFICATE OF OWNERSHIP

LAND OWNER

We, Dutch Oil Company, owners of the real estate shown and described herein do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with within plat.

Date of Execution _____
Signature of Owner _____
Matthew B. Bagley, President
Printed Name of Owner and Title _____
Address of Owner _____
Signature of Notary Public _____
Printed Name of Notary Public _____

CERTIFICATE OF OWNERSHIP

LAND OWNER

I, Izda Ivy Bailey, owner of the real estate shown and described herein do hereby certify that I have laid off, platted and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with within plat.

Date of Execution _____
Signature of Owner _____
Izda Ivy Bailey
Printed Name of Owner _____
Address of Owner _____
Signature of Notary Public _____
Printed Name of Notary Public _____

CERTIFICATE OF OWNERSHIP

LAND OWNER

We, East Enterprise, L.P., owners of the real estate shown and described herein do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with within plat.

Date of Execution _____
Signature of Owner _____
Printed Name of Owner and Title _____
Address of Owner _____
Signature of Notary Public _____
Printed Name of Notary Public _____

DEDICATION OF EASEMENTS

Utility (electric, sewer, water, storm piping) Easement Dedication Language
The undersigned Owner of this DEVELOPMENT, as shown on the foregoing plat, does by this instrument convey to the City of Starkville, Mississippi, along with the right of ingress and egress, all easements and rights of utility easements to be laid off, platted and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with within plat, to be used by the City of Starkville, Mississippi, for providing public services.

It is understood and agreed that the City of Starkville is held harmless from all damages, claims, suits, and expenses, including reasonable attorneys' fees, resulting therefrom, from damages resulting from utility line failures or damages to improvements within the aforementioned easements, up to, but not limited to, buildings, structures, light fixtures, mailboxes, ornamental landscaping, hardscopes, hardscapes, turf grasses, fences, along with private roads and parking lot surfaces, curbs and gutters, sidewalks, and all other improvements, and the installation, maintenance, or replacement of utility lines.

Drainage Easement (open channels, canals, creeks, etc) Dedication Language

The undersigned Owner of DEVELOPER, HOA, OR DEVELOPMENT, as shown on the foregoing plat, does by this instrument convey to the City of Starkville, Mississippi, along with the right of ingress and egress and for general city purposes to include but not be limited to walking trails, biking trails, and greenways, all drainage easements to be used by the City of Starkville, Mississippi for providing public services.

It is understood and agreed that the City of Starkville is held harmless from all damages, claims, suits, and expenses, including reasonable attorneys' fees, resulting therefrom, from damages resulting from utility line failures or damages to improvements within the aforementioned easements, up to, but not limited to, buildings, structures, light fixtures, mailboxes, ornamental landscaping, hardscapes, turf grasses, fences, along with private roads and parking lot surfaces, curbs and gutters, sidewalks, and all other improvements, and the installation, maintenance, or replacement of stormwater channels.

Date of Execution _____
Signature of Owner / Lot _____
Date of Execution _____
Signature of Owner / Lot _____
Date of Execution _____
Signature of Owner / Lot _____

CERTIFICATE OF ACCURACY

(Class B Survey in compliance with the Rules of the State of Mississippi State Board of Registration for Professional Engineers and Land Surveyors. 73-13-15)

I, Joel S. Wisnampa, hereby certify that this plat correctly represents a survey and that the boundaries and locations of all easements, rights, and interests shown on this plat actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with

Date of Execution _____
Signature of Registered Professional Surveyor _____
Joel S. Wisnampa, PLS
Printed Name of Registered Professional Surveyor _____
PLS #02818
No. (license number), Mississippi

CERTIFICATE OF FINAL APPROVAL

Pursuant to the subdivision standards of the City of Starkville, Mississippi's Unified Development Code, this document was approved by the Mayor and Board of Aldermen at a meeting held on this the _____ day of _____, 20____. All of the conditions of approval having been completed, this document is hereby approved and the City of Starkville hereby certifies that these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with the chancery clerk within six months hereafter.

Date of Execution _____
Engineering Department _____
Date of Execution _____
Planning Department _____
Date of Execution _____
Fire Department _____
Date of Execution _____
Utility Department — Water/Sewer _____
Date of Execution _____
Utility Department — Electric _____

Pursuant to the approval requirements of the City of Starkville, Mississippi's Unified Development Code, this document was given approval by the Mayor and Board of Aldermen at a meeting held on this the _____ day of _____, 20____. All of the conditions of approval having been completed, this document is hereby approved and the City of Starkville hereby certifies that these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with the chancery clerk within six months hereafter.

Date of Execution _____
Mayor, City of Starkville, Mississippi _____
Date of Execution _____
City Clerk _____

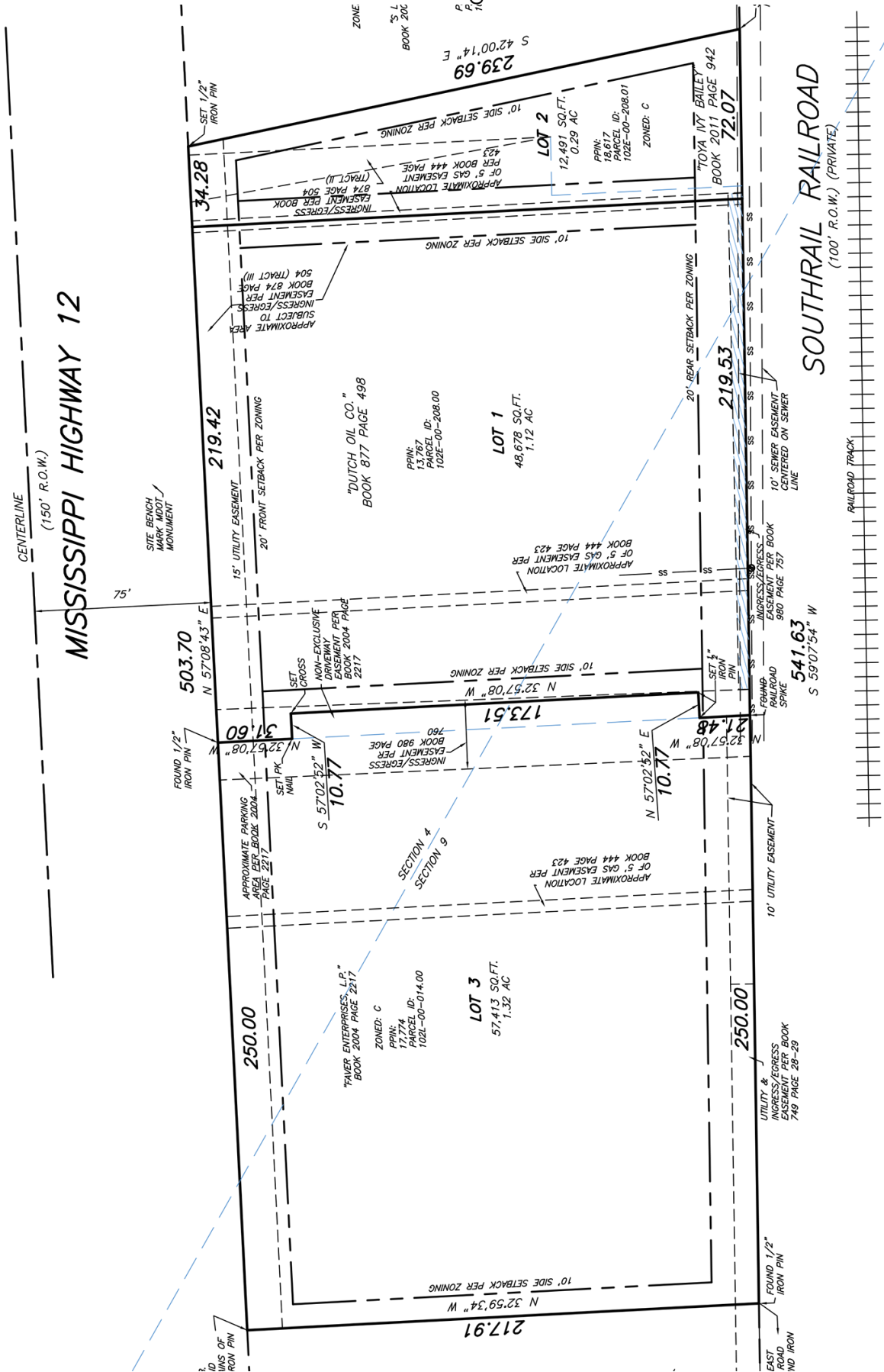
FINAL PLAT (MINOR SUBDIVISION)
DUTCH SUBDIVISION

JUL 05		2.7247 - ACRES		STARKVILLE, MISSISSIPPI	
PLAT		SUBDIVISION		SUBDIVISION	
120 Adams Street Starkville, MS 39202		120 Adams Street Starkville, MS 39202		120 Adams Street Starkville, MS 39202	
4/11 - 2/16/11		2/16/11 (1/16/11)		2/16/11 (1/16/11)	
FEB 2025		FEB 17, 2010		9/27/12 (1/16/11)	
				SCALE: 1" = 40'	

CERTIFICATE OF RECORDING
This document, Number _____, filed for record on this the _____ day of _____, 20____, in Plat Book _____, page _____.

Signature of Chancery Clerk _____
Printed Name of Chancery Clerk _____
Chancery Clerk, Oktibbeha County, Mississippi

239.69
S 42.00'14" E
BOOK





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 9

SUBJECT:

Discussion and consideration of FP 25-01 a request for Final Plat approval for “The Mill at MSU, Second Revision” subdivision at the southeast corner of the intersection of Russell Street and Mill Street in a T5-C zoning district

SUMMARY:

The applicant, Neel-Schaffer, Inc., on behalf of Mark Castleberry, is requesting final plat approval for the “The Mill at MSU, Second Revision” subdivision. The parking lots on the north side of The Mill along Russell Street have two access points. One along Mercantile Street and the other along Mill Street. The Mill Street entrance is currently located on the southern portion of Lot 3A. The proposal is to move the southern lot line of Lot 3A north of the Mill Street entrance. The Mill Street entrance will be made a part of Lot 3. The property is located within a T5-C zoning district with property numbers 101D-00-412.00 and 101D-00-412.01. The Development Review Committee reviewed the final plat on January 16, 2025. All comments have been addressed, and the plat is recommended for approval by the Development Review Committee.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of FP 25-01 a request for Final Plat approval for “The Mill at MSU, Second Revision” subdivision.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 25-01 a request for Final Plat approval for "The Mill at MSU, Second Revision" subdivision at the southeast corner of the intersection of Russell Street and Mill Street in a T5-C zoning district.
Date: February 18, 2025

The purpose of this report is to provide information regarding a Final Plat request by Brett Brasher with Neel-Schaffer, Inc. on behalf of Mark Castleberry for the "The Mill at MSU, Second Revision" subdivision. The properties are located within a T5-C zoning district with the parcel numbers 101D-00-412.00 and 101D-00-412.01. Please see Attachment 1- 4.

BACKGROUND INFORMATION

- The parking lots on the north side of The Mill along Russell Street have two access points. One along Mercantile Street and the other along Mill Street.
- The Mill Street entrance is currently located on the southern portion of Lot 3A.
- The proposal is to move the southern lot line of Lot 3A north of the Mill Street entrance.
- The Mill Street entrance will be made a part of Lot 3.
- The Development Review Committee reviewed the final plat on January 16, 2025. All comments have been addressed, and the plat is recommended for approval.

GENERAL INFORMATION

- The proposed subdivision is located at the southeast corner of the intersection of Russell Street and Mill Street in a T5-C zoning district.
- All easements and dedications are provided on the final plat.
- Electrical service, water, and sanitary sewer is provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- This subdivision is a part of a previously platted subdivision. All property owners are listed in the Certificate of Ownership. Therefore, acknowledging their approval of the plat.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

5.2 Base Dimensional Standards

Form-Based Districts	T-5C
A. Lot Width	
A1. Min	25'
B. Principal Building Setbacks	
B1. Principal front setback (min/max)	2/15'*
B2 side setback adjacent to street (min/max)	2/15'*
B3. side setback (min/max)	0/24'
B4. Rear setback (min)	3'
C. Secondary Building Setbacks	
C1. Front setback interior lot	5' behind rear wall of primary building
C2. Side setback adjacent to street (min/max)	2/15'*
C3. Side setback (min)	0'
C4. Rear setback (min)	3'
D. Accessory Dwelling Unit and Accessory Structure Setbacks	
D1. Front setback interior lot	--
D2. Side setback adjacent to street (min/max)	--
D3. Side setback (min)	--
D4. Rear setback (min)	--
E. Parking Setbacks and Requirements	
E1. From primary street (min)	20' behind front wall of principal building(s)
E2. Side adjacent to side street (min)	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.
E3. Masked from view from public by solid wall	yes

E4. Driveway width within setback (max)	24'
F. Height	
F1. Principal building in stories	4, 5 (■)
F2. Secondary building in stories	4, 5 (■)
F3. Accessory dwelling unit in stories	--
F4. Accessory structures in stories	1
G. Stories	
G1. Story height (min/max)	10/14'
G2. Commercial 1st floor (min/max)	11/25'
G3. Half story height (min/max)	--
H. Lot Coverage	
H1. Maximum lot coverage	90%
I. Lot Frontage Buildout	
I1. Percentage lot frontage buildout at front setback (min/max)	65/85%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	65/85%
J. Building Width- Special Exception required to vary from maximum	
J1. Street facing building width (max)	90'
K. Transparency	
K1. 1st floor residential (min)	30%
K2. 1st floor commercial (min)	55%
K1. Upper floors (max)	50%
L. Orientation	
L1. Building(s)	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	--
M. Secondary Building(s) Requirements	
M1. minimum lot depth for secondary buildings	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes
N. Ground Floor Elevation	
N1. 1st story residential (min/max)	16"/5'
N2. 1st story commercial (min/max)	0/2'
O. Pedestrian Access	
O1. Street-facing primary entrance along street	yes
■ =by Special Exception, -- = prohibited	
*=Minimum setback determined by Additional Setback Requirements for Public Frontage	
**=Story height may be reduced when upper floor is an open loft	

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 25-01 Aerial



0 90 180 360 Feet



Attachment 2
FP 25-01 Zoning

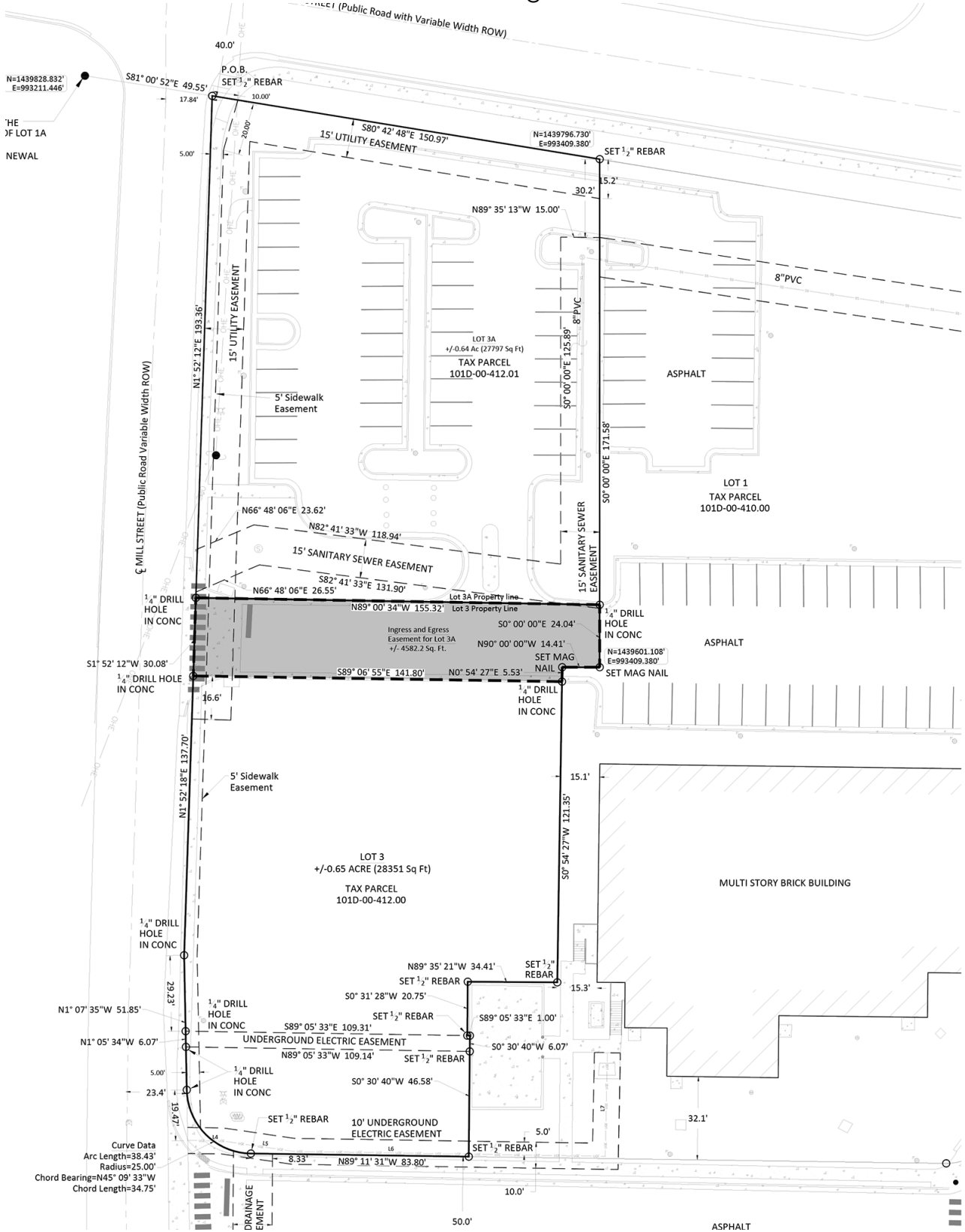


0 90 180 360 Feet



[illegible]

Attachment 4- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Engineering & Streets
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 33

SUBJECT:

Consideration of approval of the Construction Engineering and Inspection (CE&I) contract with Garver, LLC for the Spring Street South TA project in the amount of \$105,664.59.

SUMMARY:

The City was awarded \$780,000 for the Spring Street South Connector Project, which involves the construction of pedestrian and bicycle infrastructure from the Spring Street/Highway 12 intersection to Lockley Way.

We performed an office review of the project on Tuesday, September 10, 2024 which is approximately at the stage when the plans are 90% complete. The board approved the selection of Garver as the CE&I consultant from a master contract list using the small purchase procedure.

The CE&I contract was then developed in accordance with the Project Development Manual for Local Public Agencies and has been reviewed and concurred with by MDOT.

The CE&I for this project is being joint-funded by MSU and City of Starkville. The City's portion is coming from Fund 300- Capital Projects Fund. The CE&I contract is a participating cost with TA Grant.

REQUESTING DEPARTMENT: Engineering & Streets

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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

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

SUGGESTED MOTION:

Move for approval of the Construction Engineering and Inspection (CE&I) contract with Garver, LLC for the Spring Street South TA project in the amount of \$105,664.59.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Spring Street Connector South
STP-7131-00(001)LPA / 109583-701000
Oktibbeha County***

THIS CONTRACT, is made and entered into by and between the ***City of Starkville***, a body Politic of the State of Mississippi (the "LPA"), and, ***Garver*** (the "CONSULTANT"), an ***LLC***, duly registered to do business in the State of Mississippi, whose address for mailing is ***1076 Highland Colony Pkwy, #325, Ridgeland, MS, 39157***, , effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform ***engineering and inspection services for roadway and pedestrian improvements along Spring Street from MS Highway 12 to Locksley Way, and traffic signal improvements at Spring Street and Locksley Way***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***Engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***Engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such a case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will the CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all rights, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Oktibbeha*** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Oktibbeha County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist, and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Lynn Spruill, Mayor
City of Starkville
110 W Main Street
Starkville, MS 39579
Phone: 662-323-2525
l.spruill@cityofstarkville.org

For Technical Matters:

Cody Burnett, P.E., City Engineer
City of Starkville
110 W Main Street
Starkville, MS 39579
Phone: 662-323-2525
c.burnett@cityofstarkville.org

CONSULTANT:

For Contractual Matters:

Wayne Black, PE
Garver, LLC
1076 Highland Colony Pkwy, Suite 325
Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
twblack@garverusa.com

For Technical Matters:

Shannon Wells, PE
Garver, LLC
1076 Highland Colony Pkwy, Suite 325
Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
mswells@garverusa.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 19727
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 14934
Surveyor # 2888

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2024.

City of Starkville

Mayor Lynn Spruill

WITNESS this my signature in execution hereof, this the ____ day of _____ 2024.

Garver, LLC

By: *Wayne Black, Business Team Leader*

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *Engineer*}.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer**'s dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 105,664.59** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable, and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls, and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Wayne Black, P.E.	Principle (E-5)	\$269.02
Shannon Wells, P.E., P.S.	Project Manager (E-5)	\$232.00
Brian Ratliff, P.E.	Engineer (E-6)	\$272.08
Skylar Jones, P.E.	Engineer (E-2)	\$151.07
Christina Kemp, E.I.	Project Engineer (E-1)	\$128.07
Brad Conley	Traffic Technology Specialist (T-4)	\$160.06
	Inspector I	\$99.87
	Administrative Assistant (AM-2)	\$97.51

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 105,664.59 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$90,517.85	\$5,200.00	\$9,946.74	\$105,664.59

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 2024.

Garver, LLC

BY: _____
Wayne Black, P.E. Business Team Leader

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 2024.

City of Starkville

Mayor Lynn Spruill

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

136653

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent _____ Title of Authorized Officer or Agent of Contractor / Consultant _____

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}



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

AGENDA ITEM DEPT.: Engineering & Streets

AGENDA DATE: February 18, 2025

PAGE: Page 1 of 2

SUBJECT:

Consideration of approving the low bid from Hannon, LLC in the amount of \$116,081.00 for the 2025 ADA Improvements Project.

AMOUNT & SOURCE OF FUNDING:

Capital Improvement Fund & Use Tax

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board of Aldermen approved permission to advertise for this project at the December 17th, 2024 Recess Meeting.

REQUESTING DEPARTMENT: Engineering & Streets

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This project includes constructing curb ramps on streets that will be overlaid or resurfaced this summer. The Americans with Disabilities Act – Title II under 28 CFR § 35.151(b) requires curb ramps to be installed along existing sidewalks when streets, roads, or highways are altered. This is enforced by the Department of Justice under FHWA Order 4710.0 (2017). This project is in an effort to meet those federal requirements as a part of the City's Street Improvement Project.

We recommend accepting the Base Bid. A detailed bid tabulation is attached.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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

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

SUGGESTED MOTION:

Move for approving the low bid from Hannon, LLC in the amount of \$116,081.00 for the 2025 ADA Improvements Project.



24055- 2025 ADA Improvements
Bid Tabulation - February 6, 2025

Item No.			Description	Estimated Quantity	Unit	Engineer's Estimate		GroundStone Construction, LLC		Hannon, LLC		Miller and Sons Construction		Simmons Erosion Control, Inc.		Wildstone Construction Services	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201-A001	Clearing & Grubbing	35.3	SY	\$ 50.00	\$ 1,765.00	\$ 300.00	\$ 10,590.00	\$ 100.00	\$ 3,530.00	\$ 85.00	\$ 3,000.50	\$ 87.00	\$ 3,071.10	\$ 250.00	\$ 8,825.00		
202-B081	Removal of Concrete Sidewalks/Driveways/Asphalt	292.5	SY	\$ 40.00	\$ 11,700.00	\$ 17.00	\$ 4,972.50	\$ 50.00	\$ 14,625.00	\$ 55.00	\$ 16,087.50	\$ 87.00	\$ 25,447.50	\$ 100.00	\$ 29,250.00		
202-B088	Removal of Curb & Gutter, All Types	235.0	LF	\$ 20.00	\$ 4,700.00	\$ 20.00	\$ 4,700.00	\$ 25.00	\$ 5,875.00	\$ 20.00	\$ 4,700.00	\$ 87.00	\$ 20,445.00	\$ 28.00	\$ 6,580.00		
216-A001	Solid Sod	15.0	SY	\$ 20.00	\$ 300.00	\$ 55.00	\$ 825.00	\$ 25.00	\$ 375.00	\$ 50.00	\$ 750.00	\$ 30.00	\$ 450.00	\$ 16.00	\$ 240.00		
503-C010	Saw Cut for Demolition, Full Depth	798.0	LF	\$ 12.00	\$ 9,576.00	\$ 15.00	\$ 11,970.00	\$ 15.00	\$ 11,970.00	\$ 3.00	\$ 2,394.00	\$ 15.75	\$ 12,568.50	\$ 28.00	\$ 22,344.00		
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	264.4	SY	\$ 125.00	\$ 33,050.00	\$ 135.00	\$ 35,694.00	\$ 115.00	\$ 30,406.00	\$ 260.00	\$ 68,744.00	\$ 229.50	\$ 60,679.80	\$ 155.00	\$ 40,982.00		
907-608-C001	Detectable Warning Panels, Cast In Place, Maroon	146.0	SF	\$ 35.00	\$ 5,110.00	\$ 40.00	\$ 5,840.00	\$ 35.00	\$ 5,110.00	\$ 26.00	\$ 3,796.00	\$ 30.00	\$ 4,380.00	\$ 48.00	\$ 7,008.00		
609-B002	Concrete Curb, Header	36.0	LF	\$ 55.00	\$ 1,980.00	\$ 75.00	\$ 2,700.00	\$ 50.00	\$ 1,800.00	\$ 40.00	\$ 1,440.00	\$ 115.00	\$ 4,140.00	\$ 55.00	\$ 1,980.00		
609-D001	Combination Concrete Curb and Gutter Type 1	40.0	LF	\$ 45.00	\$ 1,800.00	\$ 125.00	\$ 5,000.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 115.00	\$ 4,600.00	\$ 75.00	\$ 3,000.00		
614-B001	Concrete Pavement 6", with fiber reinforcement	114.0	SY	\$ 145.00	\$ 16,530.00	\$ 165.00	\$ 18,810.00	\$ 135.00	\$ 15,390.00	\$ 260.00	\$ 29,640.00	\$ 229.50	\$ 26,163.00	\$ 155.00	\$ 17,670.00		
618-A001	Maintenance of Traffic	1.0	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 22,000.00	\$ 22,000.00	\$ 38,000.00	\$ 38,000.00		
620-A001	Mobilization	1.0	LS	\$ 15,000.00	\$ 15,000.00	\$ 24,506.00	\$ 24,506.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,250.00	\$ 15,250.00	\$ 18,000.00	\$ 18,000.00		
				Base Bid Total=		\$ 111,511.00		\$ 130,607.50		\$ 116,081.00		\$ 199,194.90		\$ 193,879.00			
																LOW BID	

Math error. Unit Price governs

Simmons Erosion Control written base bid = \$199,194.50

Wildstone written base bid = \$194,071.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



Signature



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

AGENDA ITEM DEPT.: Engineering & Streets
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving Task Order #1 in the amount of \$16,000.00 for Burns Cooley Dennis to perform geotechnical road borings.

AMOUNT & SOURCE OF FUNDING:

Use Tax Fund

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Board of Aldermen approved entering into a master services agreement with Burnes Cooley Dennis (and others) at the October 15th, 2024 Recess Meeting.

REQUESTING DEPARTMENT:

Engineering & Streets

DIRECTOR'S AUTHORIZATION:

Cody Burnett

SUMMARY:

This scope includes performing geotechnical road borings in Highland Estates and other areas as needed.. The streets in Highland Estates are in disrepair. This approval is in an effort to ensure the appropriate roadway treatments are being applied in order to utilize available funding as efficiently responsible as possible. This scope will provide the City with engineering recommendations for repairing/rebuilding these streets in the future as funding allows. This work will be performed under the master services agreement with Burns Cooley Dennis that was approved earlier this year. If the work comes in under budget, additional roads in town in similar conditions may be considered for this work.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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

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

SUGGESTED MOTION:

Move for approving Task Order #1 in the amount of \$16,000.00 for Burns Cooley Dennis to perform geotechnical road borings.



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

AGENDA ITEM DEPT. : Finance
AGENDA DATE 02/18/2025
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2024- 2025 Budget

FISCAL NOTE: Total Claims for the **FY 25** Claims Docket Ending February 12,2025 is \$1,537,719.72
Of which the claims amount for Starkville Utilities is \$521,912.59

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of February 12,2025 for fiscal years ending 09/30/25 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.



Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	12346924	01/08/2025	PAYROLL SERVICES	001-000-053-206	423.99
KRONOS	12346924	01/08/2025	PAYROLL SERVICES	001-000-054-205	847.99
BERRY ELECTRIC, LLC	004982	01/14/2025	INSTALL NEW POLE,METER BASE/PANEL,ETC	001-000-053-206	932.22
INTEGRITY SURVEILLANCE GROUP	17361	01/17/2025	MICRO SOS CPS TRACKING RENEWAL	001-000-334-126	399.00
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-000-053-206	2,500.00
COLUMBUS FENCE COMPANY LLC	29827	01/31/2025	25' GATE,H10 SLIDE GATE,6' H CHAIN LINK	001-000-053-206	5,975.00
PETTY CASH VOUCHERS	INV0037993	01/31/2025	FOOD & DRINKS FOR FIRE SCENE	001-000-160-697	88.47
KRONOS	12359447	02/08/2025	PAYROLL JANUARY 2025	001-000-053-206	421.16
KRONOS	12359447	02/08/2025	PAYROLL JANUARY 2025	001-000-054-205	842.32
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	500476	02/11/2025	LITIGATED MATTERS & WASTE WATER TREATMENT	001-000-053-206	722.00
Outstanding Total:					13,152.15
Paid					
TOMMIE L DAVIS	1343060	02/07/2025	OFFENSE RETIRED TO THE FILE	001-000-149-691	303.00
CITY OF STARKVILLE	INV0037998	02/07/2025	JOHNATHAN KESHON CLAY KIOSK OVERPAYMENT	001-000-118-790	7.75
FANNISHA JONES	INV0037999	02/07/2025	RESTITUTION FROM XAVIER COLLIER 1349198	001-000-330-182	100.00
Paid Total:					410.75
Department 000 - UNDESIGNATED Total:					13,562.90
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-005-054-208	50.44
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-005-054-208	850.00
MAXXSOUTH BROADBAND	INV0038018	02/01/2025	INTERNET MONCRIEF PARK	001-005-054-208	90.74
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-005-054-208	6.00
Outstanding Total:					997.18
Department 005 - DUE FROM SFM Total:					997.18
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-100-604-330	176.54
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-100-604-330	80.02
Outstanding Total:					256.56
Department 100 - BOARD OF ALDERMEN Total:					256.56
Department: 110 - MUNICIPAL COURT					
Outstanding					
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-110-620-370	250.00
STAPLES	6023179675	01/31/2025	MARKERS,ENVELOPES,FOLDER S,COPY PAPER,MASK	001-110-501-200	401.69
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-110-604-330	40.01
PETTY CASH VOUCHERS	INV0037994	02/03/2025	LYSOL WIPES & SPRAY	001-110-501-200	17.92
Outstanding Total:					709.62

CLAIMS DOCKET

Post Dates: 2/6/2025 - 2/12/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-166	1,215.00
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-376	163.00
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-377	3,553.63
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-378	1,328.65
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-382	22,538.26
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-385	5,745.00
MS DEPT OF PUBLIC SAFETY	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-386	2,700.50
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-387	7,381.35
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-389	140.00
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-393	880.00
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-395	109.00
MS DEPT OF PUBLIC SAFETY	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-396	2,260.00
MS DEPT OF PUBLIC SAFETY	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-397	590.00
STATE TREASURER	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-398	8,565.50
VICTIMS OF HUMAN TRAFFICKING & COMMERCIAL SEXUAL EXPLOITATION FUND	JANUARY2025	02/07/2025	MUNICIPAL COURT SETTLEMENT JANUARY 2025	001-110-330-399	1,200.00
Paid Total:					58,369.89

Department 110 - MUNICIPAL COURT Total: 59,079.51

Department: 120 - MAYORS OFFICE**Outstanding**

NARRATIVE 12, LLC	013125	01/31/2025	PUBLIC INFORMATION JANUARY 2025	001-120-600-302	4,500.00
CAPITOL RESOURCES LLC	18790	02/01/2025	CONSULTING SERVICES JANUARY 2025	001-120-600-301	3,125.00
COMMERCIAL DISPATCH, THE	INV0037997	02/05/2025	NEWSPAPER RENEWAL	001-120-691-550	191.40
ACCESS CONTROL GROUP INC	10833	02/10/2025	PARK MOBILE MANAGEMENT FEES	001-120-565-272	500.00

Outstanding Total: 8,316.40

Department 120 - MAYORS OFFICE Total: 8,316.40

Department: 123 - IT**Outstanding**

REGIONS VISA - RECURRING	INV0038006	12/24/2024	ADOBE	001-123-600-300	488.72
REGIONS VISA - RECURRING	INV0038007	01/20/2025	LATE FEE FOR IT CHARGES	001-123-600-300	60.86
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-123-604-330	87.59
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-123-620-370	3,285.00
SECURITY SOLUTIONS	42108	01/30/2025	MAIN ST ROOF TOP CAMERA	001-123-918-808	4,410.00
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-123-604-330	560.50
REGIONS VISA - RECURRING	INV0038008	02/03/2025	AMAZON WEB SERVICES	001-123-600-300	103.72
NEXTSTEP INNOVATION	NSI27506	02/03/2025	SENTINEL ONE SOFTWARE	001-123-600-300	19,260.00
AT&T MOBILITY	287308964770X02052025	02/05/2025	MONTHLY USAGE	001-123-604-330	255.93

Outstanding Total: 28,512.32

Department 123 - IT Total: 28,512.32

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA*	6010669068	01/23/2025	MAINTENANCE CITY HALL	001-142-604-330	8.82
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-142-604-330	48.94
CADENCE /ELAN VISA	012025	01/30/2025	RENEW MAGPPA	001-142-690-555	35.00
			MEMBERSHIP J MCLAURIN		
CANON SOLUTIONS AMERICA*	6010796131	02/01/2025	MAINTENANCE/COLOR COPIES	001-142-604-330	26.77
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-142-604-330	40.01
CADENCE /ELAN VISA	MVWS16TY4K	02/04/2025	ICLOUD STORAGE L HARDIN	001-142-604-330	0.99
STAPLES	6023885180	02/07/2025	FILE FOLDERS,TRASH	001-142-501-200	185.95
			BAGS,ENVELOPES,COPY PAPER		
Outstanding Total:					346.48
Paid					
MMCCA	00046.1	02/07/2025	MMCCA ANNUAL	001-142-690-555	175.00
			MEMBERSHIP DUES J		
			MCLAURIN		
Paid Total:					175.00
Department 142 - CITY CLERKS OFFICE Total:					521.48
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300253685	02/05/2025	JL KING CULVERT PROJECT	001-169-615-342	110.06
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	500475	02/11/2025	GENERAL MATTERS,STK ELEC	001-169-600-302	13,529.92
			DEPT,PERSONNEL		
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	500476	02/11/2025	LITIGATED MATTERS & WASTE	001-169-600-312	969.00
			WATER TREATMENT		
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	500478	02/11/2025	PROFESSIONAL SERVICES	001-169-600-312	2,470.70
			JANUARY 2025		
Outstanding Total:					17,079.68
Department 169 - LEGAL Total:					17,079.68
Department: 180 - HUMAN RESOURCES					
Outstanding					
KRONOS	12346924	01/08/2025	PAYROLL SERVICES	001-180-610-340	2,967.95
CLINIC AT ELM LAKE, THE	42426	01/27/2025	DRUG SCREEN	001-180-600-320	35.00
FEDEX	8-754-22137	01/29/2025	PAYROLL SHIPPING	001-180-691-505	102.03
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-180-604-330	41.44
KRONOS	12359447	02/08/2025	PAYROLL JANUARY 2025	001-180-610-340	2,948.10
Outstanding Total:					6,094.52
Department 180 - HUMAN RESOURCES Total:					6,094.52
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-190-604-330	482.51
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-190-620-370	126.00
			MONTHLY USAGE	001-190-604-330	180.17
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-190-604-330	85.67
AT&T MOBILITY	287308867457X02052025	02/05/2025	MONTHLY USAGE	001-190-604-330	178.00
CADENCE /ELAN VISA	116070	02/06/2025	NOTARY/S AGUAYO	001-190-604-330	178.00
Outstanding Total:					1,052.35
Department 190 - CITY PLANNER Total:					1,052.35
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
BRISLIN, INC	250054	01/24/2025	SERVICE EQUIPMENT CITY HALL	001-192-600-338	1,699.00
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-192-620-370	1,136.12
			SUPPLIES	001-192-510-220	95.79
CINTAS	4219491217	01/30/2025	JANITORIAL SERVICES	001-192-600-338	1,734.00
JAN-PRO OF MS	883115	02/01/2025	FEBRUARY 2025		
NORTHEAST EXTERMINATING, LLC	116865	02/05/2025	MONTHLY EXTERMINATING CITY HALL	001-192-600-338	45.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CINTAS	4220240046	02/06/2025	SUPPLIES	001-192-510-220	53.39
Outstanding Total:					4,763.30
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,763.30
Department: 197 - ENGINEERING					
Outstanding					
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-197-620-370	526.50
SULLIVAN'S OFFICE SUPPLY, INC.	93651	02/03/2025	3 REAMS 11X17 COPY PAPER	001-197-501-200	62.13
BELL BUILDING SUPPLY, INC.	422322	02/04/2025	DIGITAL LEVEL	001-197-501-200	129.99
Outstanding Total:					718.62
Department 197 - ENGINEERING Total:					718.62
Department: 201 - POLICE DEPARTMENT					
Outstanding					
OCH REGIONAL MEDICAL CTR	290420601	01/08/2025	PRISONER ER VISIT EXPENSES	001-201-541-240	667.48
POLLAN & ASSOC. PA	25008	01/09/2025	13 JACKETS/INV DIV & 12 JACKETS/PATROL DIV SHIPPIN	001-201-535-233	1,611.20
PARKER MADEEN	INV0038010	01/13/2025	REIMBURSE MEALS & TRAVEL K9 TRAINING	001-201-525-231	114.62
PARKER MADEEN	INV0038010	01/13/2025	REIMBURSE MEALS & TRAVEL K9 TRAINING	001-201-690-552	168.08
PARKER MADEEN	INV0038011	01/21/2025	REIMBURSE MEALS 1/15-1/21 K9 TRAINING	001-201-690-552	117.68
GARRETT MITTAN	L512400044	01/21/2025	REIMBURSE CLOTHING ALLOWANCE	001-201-535-233	270.58
RIVER LINK	45586818	01/23/2025	ELECTRONIC TOLL/CPL MADEEN K9 TRAINING	001-201-600-300	5.22
STARKVILLE RADIOLOGY PLLC	STARK709403	01/23/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	450.00
TRI-STARR MUFFLER & BRAKES	160578	01/24/2025	VIN#6399 FRONT & REAR BRAKE PADS,MOTOR MOUNT ETC	001-201-630-360	990.45
WALMART- CAPITAL ONE	346411	01/24/2025	CLEAN PATCH,TOOLS,WIPES,AEROSOL ,GUN CLEANER ETC	001-201-556-251	81.03
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-201-604-330	2,888.60
STARKVILLE FAMILY PRACTICE	STA22373A1	01/25/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	125.00
STARKVILLE FAMILY PRACTICE	STA22374A1	01/25/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	125.00
ROWAN RIVERS JANITORIAL SERVICE	1070	01/27/2025	TRASH BAGS,PINESOL,AEROSOL,PAPE R,TOWELS	001-201-555-208	405.74
NATIONAL TACTICAL OFFICERS ASSOCIATION	11037	01/27/2025	TACTICAL SCOUTING TRAINING	001-201-690-552	239.00
NJ CRIMINAL INTERDICTION LLC	113271	01/27/2025	S GARCIA TRAINING PRO-ACTIVE PATROL TACTICS/J FRENCH	001-201-690-552	299.00
WALTMON FRAME AND BODY SHOP	15941	01/27/2025	VIN5582 REPAIR RT BOX SIDE,REPLACE REAR BUMPER ETC	001-201-630-360	2,215.00
AT&T MOBILITY	287308925437X02052025	01/27/2025	MONTHLY USAGE	001-201-604-330	2,514.13
COPY COW	75956	01/27/2025	FED-EX SHIPPING	001-201-604-330	33.94
PARKER MADEEN	INV0038012	01/27/2025	REIMBURSE MEALS 1/22-1/27 K9 TRAINING	001-201-690-552	138.19
JOSH WILSON	INV0038000	01/28/2025	REIMBURSE FOR FLASH DRIVE & SHARPIE	001-201-501-200	17.66
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	33472	01/29/2025	JACKET,POLOS.TROUSERS,HAT, RAIN PROTECTOR	001-201-535-233	1,165.72
GTPDD PHARMACY	46655	01/29/2025	PRISONER MEDICINE	001-201-541-240	54.69
MID-SOUTH UNIFORM & SUPPLY, INC	656116	01/29/2025	3A VEST,CONCEALABLE CARRIER,TRAUMA PLATE,ETC	001-201-535-233	1,458.16
MID-SOUTH UNIFORM & SUPPLY, INC	656124	01/29/2025	3A VEST,CONCEALABLE CARRIER,TRAUMA PLATE,ETC	001-201-535-233	1,458.16
SULLIVAN'S OFFICE SUPPLY, INC.	93540	01/29/2025	PLANNER & POST-IT NOTES	001-201-501-200	18.32

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART- CAPITAL ONE	983658	01/29/2025	BATTERIES,CABLE TIES,BINDER & VINEGAR	001-201-501-200	67.63
NJ CRIMINAL INTERDICTION LLC	113316	01/30/2025	TRAINING-PRO ACTIVE PATROL/M MITCHELL	001-201-690-552	299.00
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-201-620-370	14,450.46
REGIONS VISA - RECURRING	3178577917	01/30/2025	HILTON GARDEN INN/TRAINING J WILSON	001-201-690-552	643.50
MEDTECH FORENSICS, INC.	44095	01/30/2025	2 GUN EVIDENCE BOXES & SHIPPING	001-201-556-251	124.14
GTPDD PHARMACY	46676	01/30/2025	PRISONER MEDICINE	001-201-541-240	11.00
DANNY MCCLUSKEY TOWING COMPANY, LLC	5046	01/30/2025	TOW PATROL CAR VIN#5176 TO TRI-STARR	001-201-600-300	65.00
MAIN STREET FABRICS	728553	01/30/2025	ADD PATCHES TO VELCRO(12) JACKETS(4)SHIRTS(3)	001-201-535-233	110.00
WALMART- CAPITAL ONE	953820	01/30/2025	2TB EXTERNAL HARD DRIVE	001-201-501-200	68.47
LEXISNEXIS	1300076516	01/31/2025	TRAX JANUARY 2025	001-201-604-330	217.01
NARTEC, INC	21144	01/31/2025	400 NARCOTIC TEST	001-201-556-251	688.70
UTILITY ASSOCIATES, INC.	46876	01/31/2025	BODY CAMERA AGREEMENT & EOS BODY CAMERA HAAS	001-201-918-801	1,784.70
UTILITY ASSOCIATES, INC.	46947	01/31/2025	3 ANTENNA 4 WIFI 1 GPS & SHIPPING	001-201-556-251	1,372.50
MAGNOLIA BOTTLED WATER	79984	01/31/2025	(15) 5 GAL COOLER WATER	001-201-501-200	150.00
JOSH WILSON	INV0038015	01/31/2025	REIMBURSE MEALS 1/26-1/31/25 TRAINING	001-201-690-552	215.24
OKTIBBEHA COUNTY SHERIFF'S OFFICE	JANUARY2025	01/31/2025	FEEDING/HOUSING INMATES JAN 2025	001-201-541-237	11,880.00
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-201-604-330	1,706.98
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-201-690-450	560.14
WALMART- CAPITAL ONE	536688	02/03/2025	DISINFECTANT,LIQUID PLUMBER,PLUNGER	001-201-501-200	27.44
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-201-525-231	2,961.13
PARKER MADEEN	INV0038013	02/04/2025	REIMBURSE MEALS 1/25-2/4 K9 TRAINING	001-201-690-552	115.67
NORTHEAST EXTERMINATING, LLC	116868	02/05/2025	MONTHLY EXTERMINATING POLICE DEPARTMENT	001-201-600-300	50.00
AT&T MOBILITY	287312769594X02052025	02/05/2025	MONTHLY USAGE	001-201-604-330	50.51
REGIONS VISA - RECURRING	INV0038009	02/05/2025	SALES TAX/POLICE DEPARTMENT	001-201-690-552	77.21
PARKER MADEEN	INV0038014	02/05/2025	REIMBURSE MEALS 2/3-2/5 K9 TRAINING	001-201-690-552	47.47
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-201-630-360	390.00
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-201-630-360	6,868.02
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-201-640-398	15,365.58
REGIONS VISA - RECURRING	40714293	02/07/2025	HOLIDAY INN EXPRESS GULFPORT-TRAINING-CONNER	001-201-690-552	246.40
REGIONS VISA - RECURRING	233964	02/09/2025	HOLIDAY INN EXPRESS BOA APPROVAL OXFORD AL	001-201-690-552	179.67
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	001-201-525-231	3,041.76
JOSEPH CONNER	INV0038016	02/10/2025	REIMBURSE MEALS/TRAINING	001-201-690-552	103.48
STARKVILLE NARCOTICS	INV0038004	02/11/2025	VARIOUSE INFORMNT FEES	001-201-600-304	2,437.00

Outstanding Total: 84,008.46

Department 201 - POLICE DEPARTMENT Total: 84,008.46

Department: 246 - CODE ENFORCEMENT

Outstanding

SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-246-620-370	150.00
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-246-525-231	37.23
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-246-630-400	12.00
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-246-640-398	861.43

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	001-246-525-231	110.73
Outstanding Total:					1,171.39
Department 246 - CODE ENFORCEMENT Total:					1,171.39
Department: 261 - FIRE DEPARTMENT					
Outstanding					
SOUTHERN PIPE AND SUPPLY CO., INC	366681-00	01/21/2025	CAPACITOR	001-261-555-250	3.29
EMERGENCY EQUIPMENT PROFESSIONALS	411888	01/22/2025	SWITCH ASSY & MEMBRANE SWITCH LABELS	001-261-630-360	782.91
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-261-604-330	244.25
NAFECO	1324380	01/29/2025	NAME TAG PATCH	001-261-535-233	81.48
QUILL CORPORATION	42631481	01/29/2025	PAPER,PENS,MOUSE PAD,STENO PADS	001-261-501-200	186.84
QUILL CORPORATION	42632011	01/29/2025	PINESOL	001-261-555-208	249.95
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-261-620-370	8,152.22
QUILL CORPORATION	42647345	01/30/2025	INK & RECEIPT BOOKS	001-261-501-200	209.75
CA LABS	N25010811	01/30/2025	2-DAY FIRE STATION RD (5)	001-261-600-300	40.00
MATTHEW WILSON	00054424	02/01/2025	REIMBURSE FOR EMS CERTIFICATION	001-261-600-390	40.00
NUSO, LLC	130994927	02/01/2025	PHONE SYSTEM ST 1	001-261-604-330	104.03
UPS	54E5Y055	02/01/2025	SHIP PACKAGE TO SUNBELT FIRE	001-261-604-330	26.78
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-261-604-330	440.12
NORTHEAST EXTERMINATING, LLC	116717	02/03/2025	MONTHLY EXTERMINATING ST 5	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	116718	02/03/2025	MONTHLY EXTERMINATING ST 1	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	116721	02/03/2025	MONTHLY EXTERMINATING ST 2	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	116724	02/03/2025	MONTHLY EXTERMINATING ST 3	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	116725	02/03/2025	MONTHLY EXTERMINATING ST 4	001-261-558-269	22.00
NAFECO	1325426	02/03/2025	NAME TAG PATCH	001-261-535-233	75.00
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-261-525-231	957.47
BILL FLOWERS	00054471	02/04/2025	REIMBURSE EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
LOWE'S	87066	02/04/2025	(7) 27 GAL STORAGE CONTAINERS	001-261-555-250	66.36
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17048302	02/05/2025	5 VIKING FIRE FIGHTING HOODS	001-261-918-805	535.48
BELL BUILDING SUPPLY, INC.	422425	02/05/2025	ELECTRIC HEATER	001-261-555-250	32.99
COVERT DRONES LLC	3716	02/06/2025	DJI MATRICE 30T THERMAL FPV DRONE ADV PUBLIC	001-261-702-262	10,000.00
COVERT DRONES LLC	3716	02/06/2025	DJI MATRICE 30T THERMAL FPV DRONE ADV PUBLIC	001-261-918-805	3,200.00
ENTERPRISE FM TRUST	639057-020625	02/06/2025	FLEET MANAGEMENT	001-261-630-360	6.00
ENTERPRISE FM TRUST	639057-020625	02/06/2025	FLEET MANAGEMENT	001-261-640-398	1,130.27
BELL BUILDING SUPPLY, INC.	CM0000553	02/06/2025	CREDIT BALANCE ON STMT	001-261-558-269	-62.68
JIM SPENCER	2072025	02/07/2025	TINT FRONT DOORS VIN # 6898 & SPRINT 1	001-261-630-360	240.00
BELL BUILDING SUPPLY, INC.	422652	02/07/2025	CAP & PIPE	001-261-555-250	45.38
QUILL CORPORATION	42632011C	02/07/2025	CREDIT FOR ITEM NOT AVAILABLE	001-261-555-208	-39.99
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	001-261-525-231	879.02
STATE FIRE ACADEMY	10190-10197	02/10/2025	MSTAT TEST FOR 8 FIRE FIGHTERS	001-261-600-390	160.00
Outstanding Total:					27,936.92
Department 261 - FIRE DEPARTMENT Total:					27,936.92

CLAIMS DOCKET

Post Dates: 2/6/2025 - 2/12/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-281-604-330	53.11
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-281-620-370	745.00
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-281-525-231	40.06
Outstanding Total:					838.17
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					838.17
Department: 301 - STREET DEPARTMENT					
Outstanding					
BERRY ELECTRIC, LLC	004982	01/14/2025	INSTALL NEW POLE,METER BASE/PANEL,ETC	001-301-918-805	932.22
CROSSWAY TRUCKING LLC	013025C	01/30/2025	610 CRUSHER RUN ROCK	001-301-560-270	1,870.00
O'REILLY AUTO PARTS	0997-405141	01/30/2025	IGN SWITCH	001-301-630-400	29.99
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-301-620-370	5,411.70
UNIFIRST CORPORATION	1830136125	01/30/2025	UNIFORMS	001-301-535-233	138.45
CINTAS	4219491218	01/30/2025	SUPPLIES	001-301-555-250	57.38
THOMPSON MACHINERY*	PC110351009	01/30/2025	NEW BROOM BRISTLES & WIRE	001-301-630-400	956.61
COLUMBUS FENCE COMPANY LLC	29827	01/31/2025	25' GATE,H10 SLIDE GATE,6' H CHAIN LINK	001-301-918-805	5,975.00
BELL BUILDING SUPPLY, INC.	422023	01/31/2025	MATERIAL & PARTS FOR SIGN MAINTENANCE	001-301-565-272	115.30
CONSOLIDATED PIPE AND SUPPLY	MS031687	01/31/2025	HYDRAULIC CEMENT PLUG	001-301-560-270	420.00
VERIZON WIRELESS	6105063418	02/02/2025	MONTHLY USAGE	001-301-604-330	140.04
BELL BUILDING SUPPLY, INC.	422215	02/03/2025	CONCRETE MATERIAL	001-301-560-270	106.44
MMC MATERIALS, INC.	932146	02/03/2025	CONCRETE MIX	001-301-560-270	540.00
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-301-525-231	965.05
THOMPSON MACHINERY*	PC110351102	02/03/2025	NEW BROOM ISTLES & PARTS	001-301-630-400	803.88
NORTHEAST EXTERMINATING, LLC	116817	02/04/2025	MONTHLY EXTERMINATING STREET DEPARTMENT	001-301-691-550	30.00
AMAZON CAPITAL SRVCS, INC.	1MRX-7R44-JDN6	02/04/2025	GASKET PIPE	001-301-630-400	7.99
AMAZON CAPITAL SRVCS, INC.	1QRH-FJCR-DMW1	02/04/2025	PARTS TO REPAIR EXCAVATOR	001-301-630-400	317.87
TREE HUGGERS	1021	02/05/2025	TREE REMOVAL ON CITY RIGHT OF WAY	001-301-600-300	2,550.00
OKTIBBEHA COUNTY COOPERATIVE	1080555	02/05/2025	SHOVELS & GAS CANS	001-301-555-250	160.95
BELL BUILDING SUPPLY, INC.	422356	02/05/2025	CONCRETE MIX	001-301-560-270	41.94
BELL BUILDING SUPPLY, INC.	422401	02/05/2025	PLASTIC ROLL	001-301-560-270	99.99
LOWE'S	88313	02/05/2025	WATER COOLER	001-301-555-250	46.49
MMC MATERIALS, INC.	932495	02/05/2025	CONCRETE MIX	001-301-560-270	515.00
UNIFIRST CORPORATION	1830137048	02/06/2025	UNIFORMS	001-301-535-233	146.97
CINTAS	4220240056	02/06/2025	SUPPLIES	001-301-555-250	57.38
ENTERPRISE FM TRUST	639057-020625	02/06/2025	FLEET MANAGEMENT	001-301-630-360	12.00
ENTERPRISE FM TRUST	639057-020625	02/06/2025	FLEET MANAGEMENT	001-301-640-398	1,901.79
AUTOZONE	00426220127	02/07/2025	FUEL CAP	001-301-630-360	7.39
AUTOZONE	00426220725	02/07/2025	LEAK DETECTION PUMP	001-301-630-360	28.99
SHERWIN WILLIAMS CO.	8434-2	02/07/2025	PAINT FOR STREET MARKING	001-301-565-272	248.19
MMC MATERIALS, INC.	933209	02/07/2025	CONCRETE MIX	001-301-560-270	627.50
AMAZON CAPITAL SRVCS, INC.	1DD7-6D4G-LNWF	02/08/2025	GASKET KIT FOR ROLLER	001-301-630-400	7.99
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	001-301-525-231	623.72
AUTOZONE	00426223006	02/10/2025	BRAKE PADS	001-301-630-360	59.99
AUTOZONE	00426223426	02/11/2025	BRACKETED CALIPER TRUCK 703	001-301-630-360	63.99
LOWE'S	72272	02/11/2025	MARKING PAINT	001-301-555-250	74.09

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-210617	02/12/2025	TIRES TRUCK 709	001-301-630-360	955.74

Outstanding Total:	27,048.02
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Department 301 - STREET DEPARTMENT Total:	27,048.02
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Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	001-360-604-330	37.23
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	001-360-620-370	351.00
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	001-360-525-231	44.95
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	001-360-630-400	6.00
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	001-360-525-231	45.98

Outstanding Total:	485.16
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Department 360 - ANIMAL CONTROL Total:	485.16
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Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	INV0038001	02/11/2025	ADVANCE TO RESTORE BALANCE	001-550-600-297	18,868.96
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038003	02/11/2025	MARCH MANAGEMENT FEES	001-550-600-296	15,000.00

Outstanding Total:	33,868.96
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Department 550 - PARKS AND REC DEPARTMENT Total:	33,868.96
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Fund 001 - GENERAL FUND Total:	316,311.90
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Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

WALMART- CAPITAL ONE	851391	01/31/2025	2 POST-IT TABLES/DARE SUPPLIES	002-251-501-200	59.94
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Outstanding Total:	59.94
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Department 251 - DRUG EDUCATION FUND Total:	59.94
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Fund 002 - RESTRICTED POLICE FUND Total:	59.94
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Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RJ YOUNG	7234249	11/21/2024	BASE RATE/BLACK & COLOR COPIES	015-505-604-330	84.70
RACKLEY OIL INC.	637262	01/06/2025	OIL & OIL DRY	015-505-525-231	254.42
RACKLEY OIL INC.	637262	01/06/2025	OIL & OIL DRY	015-505-525-231	70.71
RACKLEY OIL INC.	637262	01/06/2025	OIL & OIL DRY	015-505-541-237	39.91
RACKLEY OIL INC.	135013	01/08/2025	UNLEADED GAS	015-505-525-231	550.73
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	015-505-604-330	48.94
MAXXSOUTH BROADBAND	INV0038017	01/28/2025	AIRPORT-INTERNET	015-505-600-338	150.58
TITAN AVIATION FUELS	4276207	01/29/2025	JET A FUEL	015-505-525-233	23,172.18
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	015-505-620-370	4,286.00
BOARDTOWN LOCKSMITH, LLC	8278	01/30/2025	REPLACE TWO KNOB SETS HANGAR DOORS & LOCK/REKEY	015-505-501-198	306.90
TITAN AVIATION FUELS	4274874	02/01/2025	JET TRUCK/AVGAS TRUCK RENT	015-505-600-322	800.00
GENTRY SIGNS	GS115563	02/03/2025	18X24 ALUMINUM SIGN	015-505-541-237	60.00
WALMART- CAPITAL ONE	740388	02/04/2025	COFFEE,FLAPPER,DRAIN CLEANER,PAPER TOWELS	015-505-541-237	100.04
E-FIRE	12489727	02/06/2025	FIRE EXTINGUISHERS	015-505-555-250	597.00
E-FIRE	12489727	02/06/2025	FIRE EXTINGUISHERS	015-505-630-400	909.90
MAXXSOUTH BROADBAND	INV0038005	02/06/2025	INTERNET AIRPORT	015-505-600-338	186.76
RJ YOUNG	7354354	02/10/2025	CONTRACT & COLOR COPIES	015-505-604-330	107.16

CLAIMS DOCKET

Post Dates: 2/6/2025 - 2/12/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LDB DOORS LLC- LARRY BROWNLEE JR.	0891	02/11/2025	REPAIR CABLE ON ROLL UP DOOR	015-505-501-198	160.00
Outstanding Total:					31,885.93
Department 505 - AIRPORT Total:					31,885.93
Fund 015 - AIRPORT FUND Total:					31,885.93

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

WASTE PRO	304402	12/31/2024	RECYCLE HAUL FEE	022-322-600-431	1,750.00
TERRY'S GARAGE & REPAIRS, LLC	110299	01/07/2025	TRUCK 93 BRAKE REPAIR	022-322-630-252	132.60
BERRY ELECTRIC, LLC	004982	01/14/2025	INSTALL NEW POLE,METER BASE/PANEL,ETC	022-322-501-198	932.22
TRUCKWORX KENWORTH-BIRMINGHAM	111463	01/20/2025	OIL CHANGE TRUCK 7	022-322-630-360	314.69
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	011171	01/22/2025	135 SOAPS	022-322-555-250	668.25
UNIFIRST CORPORATION	1830135214	01/23/2025	UNIFORMS	022-322-535-233	391.29
INGRAM EQUIPMENT COMPANY,LLC	W02207	01/23/2025	SWEEPER REPAIR	022-322-630-360	1,011.00
O'REILLY AUTO PARTS	0997-404346	01/24/2025	SLIP PLATE GREASE	022-322-555-250	317.94
CSPIRE WIRELESS	INV0038002	01/25/2025	MONTHLY USAGE	022-322-604-330	192.36
AMAZON CAPITAL SRVCS, INC.	171F-1PNM-C4JJ	01/27/2025	VEHICLE INSPECTION REPORTS	022-322-501-200	25.64
OKTIBBEHA COUNTY COOPERATIVE	1079090	01/29/2025	RUBBER STRAP & GALV 1/2 TEE PIPE	022-322-555-250	31.71
O'REILLY AUTO PARTS	0997-405218	01/30/2025	HYDROLIC FLUID	022-322-525-231	444.40
MGM,INC.	13307	01/30/2025	TRUCK 91 CYL REPAIR & SUPPLIES	022-322-630-252	1,603.64
SUNSTAR INSURANCE AGENCY	1418536	01/30/2025	PROPERTY,EQUIPMENT & BLDG INSURANCE	022-322-620-370	5,180.00
UNIFIRST CORPORATION	1830136124	01/30/2025	UNIFORMS	022-322-535-233	324.97
SECURITY SOLUTIONS	42113	01/30/2025	ACCESS CONTROL GATE	022-322-501-198	3,184.75
O'REILLY AUTO PARTS	0997-405289	01/31/2025	BOOSTER CABLE & TOOLS	022-322-555-250	127.98
TERRY'S GARAGE & REPAIRS, LLC	110348	01/31/2025	TRUCK 91 RADIATOR & SUPPLIES	022-322-630-252	3,350.37
COLUMBUS FENCE COMPANY LLC	29827	01/31/2025	25' GATE,H10 SLIDE GATE,6' H CHAIN LINK	022-322-501-198	5,975.00
WASTE PRO	306289	01/31/2025	RECYCLE HAUL FEE	022-322-600-431	1,750.00
GATEWAY TIRE & SERVICE CENTER	1018-209555	02/01/2025	TRUCK 45 TIRES	022-322-630-360	601.24
GATEWAY TIRE & SERVICE CENTER	1018-209592	02/01/2025	OIL CHANGE TRUCK 126	022-322-630-360	63.25
GATEWAY TIRE & SERVICE CENTER	1018-210232	02/01/2025	TRUCK 40 TIRES	022-322-630-360	644.98
SGK LANDSCAPES, LLC	130871	02/01/2025	LOUISVILLE,NASH,RUSSELL MEDIAN MAINTENANCE	022-322-600-338	751.50
SGK LANDSCAPES, LLC	130872	02/01/2025	MONTHLY HWY 12 MEDIANS MAINTENANCE	022-322-600-338	1,730.29
FUELMAN / FLEETCOR	NP67871696	02/03/2025	FUEL CHARGES FOR 01/27/25-02/02/25	022-322-525-231	3,258.16
O'REILLY AUTO PARTS	0997-406027	02/04/2025	40 HAND PADS	022-322-555-250	62.40
NORTHEAST EXTERMINATING, LLC	116818	02/04/2025	MONTHLY EXTERMINATING SANITATION DEPARTMENT	022-322-600-300	30.00
TRI-STATE TRUCKCENTER*	02P125495	02/06/2025	WATER PUMP KIT	022-322-630-252	550.60
UNIFIRST CORPORATION	1830137047	02/06/2025	UNIFORMS	022-322-535-233	348.64
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	022-322-630-254	6.00
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	022-322-640-398	830.71
SUNSTAR INSURANCE AGENCY	1408315	02/07/2025	CREDIT ON STATEMENT	022-322-620-370	-214.00
FUELMAN / FLEETCOR	NP67917921	02/09/2025	FUEL CHARGES 2/3/25-2/9/25	022-322-525-231	3,073.59
Outstanding Total:					39,446.17

CLAIMS DOCKET

Post Dates: 2/6/2025 - 2/12/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
GTR SOLID WASTE MGMT. AUTH	JANUARY2025	02/07/2025	SOLID WASTE TICKETS JANUARY 2025	022-322-600-379	32,306.42
Paid Total:					32,306.42
Department 322 - SANITATION DEPARTMENT Total:					71,752.59
Fund 022 - ENVIRONMENTAL SERVICES Total:					71,752.59

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)**Department: 551 - PARK & REC TOURISM****Outstanding**

ECON CONSTRUCTION INC	8	01/20/2025	JL KING SPLASHPAD EXPANSION	312-551-901-274	61,137.17
BURNS COOLEY DENNIS, INC.	47433	01/25/2025	MCKEE PARK IMPROVEMENTS	312-551-901-279	4,748.00
Outstanding Total:					65,885.17
Department 551 - PARK & REC TOURISM Total:					65,885.17
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					65,885.17

Fund: 375 - PARK AND REC TOURISM**Department: 551 - PARK & REC TOURISM****Outstanding**

REGIONS BANK	INV0037995	02/04/2025	CORNERSTONE 2020B	375-551-840-870	30,000.00
REGIONS BANK	INV0037995	02/04/2025	CORNERSTONE 2020B	375-551-840-872	128,687.07
REGIONS BANK	INV0037996	02/04/2025	CORNERSTONE 2020A	375-551-840-850	60,000.00
REGIONS BANK	INV0037996	02/04/2025	CORNERSTONE 2020A	375-551-840-852	290,442.63
ENTERPRISE FM TRUST	493021A-020625	02/06/2025	FLEET MANAGEMENT	375-551-640-398	781.90
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038003	02/11/2025	MARCH MANAGEMENT FEES	375-551-600-297	20,000.00
Outstanding Total:					529,911.60
Department 551 - PARK & REC TOURISM Total:					529,911.60
Fund 375 - PARK AND REC TOURISM Total:					529,911.60
Grand Total:					1,015,807.13

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	316,311.90	58,955.64
002 - RESTRICTED POLICE FUND	59.94	0.00
015 - AIRPORT FUND	31,885.93	0.00
022 - ENVIRONMENTAL SERVICES	71,752.59	32,306.42
312 - PARKS CAPITAL PROJECT FUND (2023)	65,885.17	0.00
375 - PARK AND REC TOURISM	529,911.60	0.00
Grand Total:	1,015,807.13	91,262.06

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	10,974.37	0.00
001-000-054-205	DUE FROM STARKVILLE ...	1,690.31	0.00
001-000-118-790	SUSPENSE ACCOUNT	7.75	7.75
001-000-149-691	MUNICIPAL COURT BON...	303.00	303.00
001-000-160-697	DONATION FIRE	88.47	0.00
001-000-330-182	TRAFFIC COURT & FINES	100.00	100.00
001-000-334-126	POLICE FORFEITED FUN...	399.00	0.00
001-005-054-208	DUE FROM PARKS & REC...	997.18	0.00
001-100-604-330	COMMUNICATIONS	256.56	0.00
001-110-330-166	TRAUMA TRAFFIC	1,215.00	1,215.00
001-110-330-376	COURT CONSTITUENTS	163.00	163.00
001-110-330-377	MOTOR VEHICLE LIABILI...	3,553.63	3,553.63
001-110-330-378	APPEARANCE BOND FEES	1,328.65	1,328.65
001-110-330-382	TRAFFIC VIOLATION	22,538.26	22,538.26
001-110-330-385	IMPLIED CONSENT	5,745.00	5,745.00
001-110-330-386	WIRELESS COMM FEE	2,700.50	2,700.50
001-110-330-387	OTHER MISDEMEANORS	7,381.35	7,381.35
001-110-330-389	ADULT DRIVER'S TRAINI...	140.00	140.00
001-110-330-393	VICTIMS BOND FEE	880.00	880.00
001-110-330-395	DRUG VIOLATION	109.00	109.00
001-110-330-396	NON-ADJUDICATION (IN...	2,260.00	2,260.00
001-110-330-397	DUI OFFENSE (INLC14)	590.00	590.00
001-110-330-398	UNINSURED MOTORIST	8,565.50	8,565.50
001-110-330-399	97-3-54.11 MS TRAFFICK...	1,200.00	1,200.00
001-110-501-200	SUPPLIES	419.61	0.00
001-110-604-330	POSTAGE / COMMUNIC...	40.01	0.00
001-110-620-370	INSURANCE	250.00	0.00
001-120-565-272	PAID PARKING EXPENSES	500.00	0.00
001-120-600-301	LOBBYING SERVICES	3,125.00	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	4,500.00	0.00
001-120-691-550	MISC EXPENSES / ADVER...	191.40	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	19,913.30	0.00
001-123-604-330	COMMUNICATIONS	904.02	0.00
001-123-620-370	INSURANCE	3,285.00	0.00
001-123-918-808	CAMERA PURCHASE	4,410.00	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	185.95	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	125.53	0.00
001-142-690-555	DUES (MML) / FEES	210.00	175.00
001-169-600-302	CITY ATTORNEY GENERAL	13,529.92	0.00
001-169-600-312	CITY ATTORNEY LITIGAT...	3,439.70	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	110.06	0.00
001-180-600-320	DRUG/BACKGROUND C...	35.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	41.44	0.00
001-180-610-340	ADVERTISING	5,916.05	0.00
001-180-691-505	PERSONNEL / KRONOS S...	102.03	0.00
001-190-604-330	COPIERS/PHONES/IPADS	926.35	0.00
001-190-620-370	INSURANCE	126.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-510-220	SUPPLIES - JANITORIAL, ...	149.18	0.00
001-192-600-338	CONTRACT SERVICES	3,478.00	0.00
001-192-620-370	INSURANCE	1,136.12	0.00
001-197-501-200	SUPPLIES	192.12	0.00
001-197-620-370	INSURANCE	526.50	0.00
001-201-501-200	OFFICE SUPPLIES	349.52	0.00
001-201-525-231	GAS & OIL	6,117.51	0.00
001-201-535-233	UNIFORMS	6,073.82	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,880.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	1,433.17	0.00
001-201-555-208	JANITORIAL SUPPLIES	405.74	0.00
001-201-556-251	POLICE SUPPLIES	2,266.37	0.00
001-201-600-300	PROFESSIONAL SERVICES	120.22	0.00
001-201-600-304	INFORMANT FEES	2,437.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	7,411.17	0.00
001-201-620-370	INSURANCE:VEHICLES/LI...	14,450.46	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	10,463.47	0.00
001-201-640-398	ENTERPRISE FLEET LEASE	15,365.58	0.00
001-201-690-450	GPS EXPENSES	560.14	0.00
001-201-690-552	POLICE TRAINING/EDUC...	2,889.59	0.00
001-201-918-801	BODY CAMERA PURCHA...	1,784.70	0.00
001-246-525-231	GAS & OIL	147.96	0.00
001-246-620-370	INSURANCE	150.00	0.00
001-246-630-400	VEHICLE MAINTENANCE	12.00	0.00
001-246-640-398	ENTERPRISE FLEET LEASE	861.43	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	396.59	0.00
001-261-525-231	GAS & OIL	1,836.49	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	156.48	0.00
001-261-555-208	JANITORIAL & PAPER SU...	209.96	0.00
001-261-555-250	SMALL EQUIPMENT AND...	148.02	0.00
001-261-558-269	BUILDING MAINTENANCE	47.32	0.00
001-261-600-300	PROFESSIONAL SERVICES	40.00	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	240.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	815.18	0.00
001-261-620-370	INSURANCE	8,152.22	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	1,028.91	0.00
001-261-640-398	ENTERPRISE FLEET LEASE	1,130.27	0.00
001-261-702-262	4 COUNTY FOUNDATION,..	10,000.00	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	3,735.48	0.00
001-281-525-231	GAS & OIL	40.06	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	53.11	0.00
001-281-620-370	INSURANCE	745.00	0.00
001-301-525-231	GAS & OIL	1,588.77	0.00
001-301-535-233	UNIFORMS	285.42	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	396.29	0.00
001-301-560-270	CONSTRUCTION MATER...	4,220.87	0.00
001-301-565-272	STREETS SIGNS & PAINT	363.49	0.00
001-301-600-300	TREE TRIMMING	2,550.00	0.00
001-301-604-330	COMMUNICATIONS	140.04	0.00
001-301-620-370	INSURANCE	5,411.70	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	1,128.10	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	2,124.33	0.00
001-301-640-398	ENTERPRISE FLEET LEASE	1,901.79	0.00
001-301-691-550	MISC/GATORAIDE, ETC	30.00	0.00
001-301-918-805	MACHINERY AND EQUI...	6,907.22	0.00
001-360-525-231	GAS & OIL	90.93	0.00
001-360-604-330	COMMUNICATIONS	37.23	0.00
001-360-620-370	INSURANCE	351.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-630-400	REPAIR & MAINTENANCE	6.00	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	REIMBURSEMENT	18,868.96	0.00
002-251-501-200	SUPPLIES/DARE EXPENS...	59.94	0.00
015-505-501-198	BUILDING REPAIRS & MA...	466.90	0.00
015-505-525-231	GAS & OIL	875.86	0.00
015-505-525-233	JET A FUEL PURCHASES	23,172.18	0.00
015-505-541-237	OPERATING SUPPLIES	199.95	0.00
015-505-555-250	SMALL EQUIPMENT AND...	597.00	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER...	337.34	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	240.80	0.00
015-505-620-370	INSURANCE	4,286.00	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	909.90	0.00
022-322-501-198	BUILDING & LOT REPAIRS	10,091.97	0.00
022-322-501-200	OFFICE SUPPLIES	25.64	0.00
022-322-525-231	GAS & OIL	6,776.15	0.00
022-322-535-233	UNIFORMS	1,064.90	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	1,208.28	0.00
022-322-600-300	CONTRACT/PROFESSIO...	30.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL...	2,481.79	0.00
022-322-600-379	LANDFILL FEES	32,306.42	32,306.42
022-322-600-431	CONTRACT RECYCLING ...	3,500.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	192.36	0.00
022-322-620-370	INSURANCE:PROPERTY,L...	4,966.00	0.00
022-322-630-252	VEHICLE R&M - COMME...	5,637.21	0.00
022-322-630-254	VEHICLE R&M - LANDSC...	6.00	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	2,635.16	0.00
022-322-640-398	ENTERPRISE FLEET LEASE	830.71	0.00
312-551-901-274	J L KING SPLASHPAD	61,137.17	0.00
312-551-901-279	MCKEE - MATERIALS TES...	4,748.00	0.00
375-551-600-297	MANAGEMENT FEES - C...	20,000.00	0.00
375-551-640-398	ENTERPRISE FLEET LEASE	781.90	0.00
375-551-840-850	PRINCIPAL - 2020A (15....	60,000.00	0.00
375-551-840-852	INTEREST - 2020A	290,442.63	0.00
375-551-840-870	PRINCIPAL - 2020B (9.8M)	30,000.00	0.00
375-551-840-872	INTEREST - 2020B	128,687.07	0.00
Grand Total:		1,015,807.13	91,262.06

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	949,921.96	91,262.06
312551901274	61,137.17	0.00
312551901279	4,748.00	0.00
Grand Total:	1,015,807.13	91,262.06



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

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

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:37:57 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
139 ACC BUSINESS	01/27/25	02/19/25	250104881	internet services	1,371.75			
				Total for Vendor - 139:	1,371.75	0.00	0.00	0.00
131 ALTEC INDUSTRIES, INC.	01/30/25	02/19/25	51592805	VEHICLE MAINTENANCE	601.50			
				Total for Vendor - 131:	601.50	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	01/22/25	02/19/25	IRNK-4CM6-NHVD	SUPPLIES	57.99			
116 AMAZON CAPITAL SERVICES	01/24/25	02/19/25	IF7J-FQRH-HCWP	SUPPLIES	430.61			
116 AMAZON CAPITAL SERVICES	01/27/25	02/19/25	1V7M-KC4M-7PL4	IT EQUIPMENT	237.76			
116 AMAZON CAPITAL SERVICES	02/04/25	02/19/25	1H64-31KK-D46Q	OFFICE SUPPLIES	245.04			
116 AMAZON CAPITAL SERVICES	02/05/25	02/19/25	13RR-LNTH-4WPJ	OFFICE SUPPLIES	198.98			
116 AMAZON CAPITAL SERVICES	02/07/25	02/19/25	1WD7-LT6R-H9KG	OFFICE SUPPLIES	60.91			
116 AMAZON CAPITAL SERVICES	02/10/25	02/19/25	167W-FLDM-YHDF	OFFICE SUPPLIES	55.59			
				Total for Vendor - 116:	1,286.88	0.00	0.00	0.00
144 ANIXTER, INC.	12/31/24	02/19/25	6197524-00	SAFETY	1,245.18			
144 ANIXTER, INC.	01/29/25	02/19/25	6266582-00	MATERIALS	28,604.16			
				Total for Vendor - 144:	29,849.34	0.00	0.00	0.00
125 AT & T	01/22/25	02/19/25	2025-01-662-323-5039	PHONE BILL 662-323-5039 001	826.57			
				Total for Vendor - 125:	826.57	0.00	0.00	0.00
2118 BORDER STATES ELECTRIC	02/07/25	02/19/25	929829666	MATERIALS	2,391.48			
				Total for Vendor - 2118:	2,391.48	0.00	0.00	0.00
198 BRISLIN, INC.	02/07/25	02/19/25	250226	HVAC MAINTENANCE	840.00			
				Total for Vendor - 198:	840.00	0.00	0.00	0.00
200 BUILDING TECHNOLOGY SERV	02/01/25	02/19/25	SS24-0127	FIRE SPRINKLER SYSTEM MA	3,536.00			
				Total for Vendor - 200:	3,536.00	0.00	0.00	0.00
307 CITY OF STARKVILLE	02/01/25	02/19/25	FEB 2025-TAX	TAX EQUIVALENCY	113,750.00			
				Total for Vendor - 307:	113,750.00	0.00	0.00	0.00
348 DELL MARKETING L.P.	11/01/24	02/19/25	10785495750	dell monthly exchange	1,878.14			
348 DELL MARKETING L.P.	01/01/25	02/19/25	10791983311	dell microsoft 365 monthly	2,163.65			
348 DELL MARKETING L.P.	02/01/25	02/19/25	10797427988	dell office 365 monthly	2,065.25			
				Total for Vendor - 348:	6,107.04	0.00	0.00	0.00
496 EAST MISS LUMBER	12/17/24	02/19/25	21448-1	SUPPLIES	82.93			
				Total for Vendor - 496:	82.93	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:37:57 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
555 ELSTER SOLUTIONS	02/04/25	02/19/25	5269072166	TRAINING	10,500.00			
				Total for Vendor - 555:	10,500.00	0.00	0.00	0.00
455 EXELL WATER & COFFEE, INC.	01/23/25	02/19/25	997287	WATER	16.34			
455 EXELL WATER & COFFEE, INC.	02/06/25	02/19/25	020850	WATER	36.24			
				Total for Vendor - 455:	52.58	0.00	0.00	0.00
604 FASTENAL COMPANY	02/07/25	02/19/25	MSSTA109385	SAFETY SUPPLIES	463.68			
				Total for Vendor - 604:	463.68	0.00	0.00	0.00
616 FUELMAN	02/09/25	02/19/25	2416403	fuelman 2/3-2/9	1,934.79			
				Total for Vendor - 616:	1,934.79	0.00	0.00	0.00
697 GARNER COMMUNICATION SE	01/26/25	02/19/25	1046616	MATERIALS	17,690.00			
				Total for Vendor - 697:	17,690.00	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	01/29/25	02/19/25	1018-210119	MAINTENANCE	228.69			
691 GATEWAY TIRE&SERVICE CEN	02/07/25	02/19/25	1018-210548	VEHICLE MAINTENANCE	144.85			
				Total for Vendor - 691:	373.54	0.00	0.00	0.00
721 GOLDEN TRIANGLE SOLID WA	02/03/25	02/19/25	STMT 020325	ROW CLEARING	228.16			
				Total for Vendor - 721:	228.16	0.00	0.00	0.00
730 GRESKO UTILITY SUPPLY, INC.	02/05/25	02/19/25	50028869-01	MATERIALS	9,070.00			
				Total for Vendor - 730:	9,070.00	0.00	0.00	0.00
400 IVY AUTO PARTS	01/29/25	02/19/25	748394	SUPPLIES	398.97			
				Total for Vendor - 400:	398.97	0.00	0.00	0.00
1205 LOWE'S	01/23/25	02/19/25	990081-OIVEFY	SUPPLIES	160.55			
1205 LOWE'S	01/29/25	02/19/25	972449-OJOTOH	SUPPLIES	67.84			
				Total for Vendor - 1205:	228.39	0.00	0.00	0.00
1322 MMC MATERIALS, INC.	02/04/25	02/19/25	932280	CONCRETE	501.00			
				Total for Vendor - 1322:	501.00	0.00	0.00	0.00
1326 MSTN TRANSFORMERS INC.	01/27/25	02/19/25	0095696-IN	TRANSFORMERS	26,400.00			
1326 MSTN TRANSFORMERS INC.	01/29/25	02/19/25	0095739-IN	TRANSFORMERS	4,400.00			
				Total for Vendor - 1326:	30,800.00	0.00	0.00	0.00
1400 NESCO	01/22/25	02/19/25	S2707945.001	SUPPLIES	91.40			
1400 NESCO	01/24/25	02/19/25	S2708423.001	MATERIALS	238.76			

ACCOUNTS PAYABLE
AGING INVOICE

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Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1400 NESCO	02/06/25	02/19/25	S2711073.001	SUPPLIES	94.81			
1400 NESCO	02/07/25	02/19/25	S2711305.001	SUPPLIES	176.40			
				Total for Vendor - 1400:	601.37	0.00	0.00	0.00
1407 NEXT STEP INNOVATION	02/03/25	02/19/25	NSI27515	COMPUTER	2,149.00			
				Total for Vendor - 1407:	2,149.00	0.00	0.00	0.00
1537 PARKER-MCGILL CDJR LLC.	12/12/24	02/19/25	211280-2	VEHICLE MAINTENANCE	34.88			
				Total for Vendor - 1537:	34.88	0.00	0.00	0.00
1810 REGIONS COMMERCIAL BANK	01/31/25	02/19/25	JAN 2025 2658	credit card	1,289.06			
				Total for Vendor - 1810:	1,289.06	0.00	0.00	0.00
1901 RENASANT BANK	02/04/25	02/19/25	2025-02 STMT	credit card	3,804.00			
				Total for Vendor - 1901:	3,804.00	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	01/31/25	02/19/25	2930	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	01/31/25	02/19/25	2931	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	01/31/25	02/19/25	2932	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	02/07/25	02/19/25	2937	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	02/07/25	02/19/25	2938	ROW CLEARING	5,542.10			
1887 S & S LINE SERVICE INC	02/07/25	02/19/25	2939	ROW CLEARING	5,947.20			
				Total for Vendor - 1887:	26,600.50	0.00	0.00	0.00
1913 SECURITY SOLUTIONS	02/03/25	02/19/25	42130	DOOR ACCESS PANEL INSTAL	3,375.30			
1913 SECURITY SOLUTIONS	02/03/25	02/19/25	42132	SOFTWARE	360.00			
				Total for Vendor - 1913:	3,735.30	0.00	0.00	0.00
1940 STUART C. IRBY	01/28/25	02/19/25	S014149748.001	MATERIALS	3,586.25			
				Total for Vendor - 1940:	3,586.25	0.00	0.00	0.00
2040 TVPPA EDUCATION & TRAIN.	01/31/25	02/19/25	INV0133107	TRAINING	823.75			
2040 TVPPA EDUCATION & TRAIN.	01/31/25	02/19/25	INV0133118	TRAINING	823.75			
				Total for Vendor - 2040:	1,647.50	0.00	0.00	0.00
2117 UTILITY MAINT SPECIALIST IN	02/04/25	02/19/25	5839	qtrly inspection of substations	5,500.00			
				Total for Vendor - 2117:	5,500.00	0.00	0.00	0.00
2305 WASTE PRO	01/31/25	02/19/25	0000306365	COMMERCIAL WASTE DISPOS	60.00			
				Total for Vendor - 2305:	60.00	0.00	0.00	0.00
2303 WATERMARK PRINTERS	01/27/25	02/19/25	17109	OFFICE SUPPLIES	746.00			

ACCOUNTS PAYABLE
AGING INVOICE

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Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
2120 YOUNG WELDING SUPPLY, INC	01/31/25	02/19/25	30047490	GAS	746.00	0.00	0.00	0.00
					111.60			
					111.60	0.00	0.00	0.00
					\$ 282,750.06	\$ 0.00	\$ 0.00	\$ 0.00
Grand Total:								

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:38:17 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
132 ALLEN EDWARDS BODY SHOP I	12/16/24	02/19/25	2971	MAINTENANCE	3,523.00			
				Total for Vendor - 132:	3,523.00	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	01/30/25	02/19/25	1XR4-CQVW-3TLP	SUPPLIES	254.98			
116 AMAZON CAPITAL SERVICES	02/10/25	02/19/25	1YD6-PTX1-4NLG	SUPPLIES	561.70			
				Total for Vendor - 116:	816.68	0.00	0.00	0.00
202 BELL BUILDING SUPPLY	02/07/25	02/19/25	422645	SUPPLIES	4.45			
				Total for Vendor - 202:	4.45	0.00	0.00	0.00
20212 BONNER ANALYTICAL TESTIN	02/04/25	02/19/25	85971	SAMPLE TESTING	4,050.99			
				Total for Vendor - 20212:	4,050.99	0.00	0.00	0.00
20188 BOX CONSTRUCTION LLC	01/20/25	02/19/25	2025-2	CONTRACT SERVICES	4,825.00			
20188 BOX CONSTRUCTION LLC	01/20/25	02/19/25	2025-3	CONTRACT SERVICES	3,300.00			
20188 BOX CONSTRUCTION LLC	01/31/25	02/19/25	2025-4	WATER REPAIRS	2,022.50			
				Total for Vendor - 20188:	10,147.50	0.00	0.00	0.00
20186 BRENNTAG MID-SOUTH	01/28/25	02/19/25	BMS850048	MATERIALS	2,165.00			
				Total for Vendor - 20186:	2,165.00	0.00	0.00	0.00
20303 C SPIRE	01/31/25	02/19/25	0031571838 02-2025	cell phone monthly	613.62			
				Total for Vendor - 20303:	613.62	0.00	0.00	0.00
20189 CADENCE BANK-2012 BONDS	02/01/25	02/19/25	03/01/2025	2.6M GO BOND PAYMENT	16,904.52			
				Total for Vendor - 20189:	16,904.52	0.00	0.00	0.00
1920 CANNON FORD LINCOLN OF ST	01/21/25	02/19/25	37970	VEHICLE MAINTENANCE	207.35			
				Total for Vendor - 1920:	207.35	0.00	0.00	0.00
20220 CENTRAL PIPE SUPPLY	01/14/25	02/19/25	S100399336.002	MATERIALS	1,105.05			
20220 CENTRAL PIPE SUPPLY	01/16/25	02/19/25	S100398608.001	MATERIALS	38.06			
20220 CENTRAL PIPE SUPPLY	01/22/25	02/19/25	S100395053.001	MATERIALS	18,758.42			
20220 CENTRAL PIPE SUPPLY	01/22/25	02/19/25	S100399914.001	MATERIALS	138.44			
20220 CENTRAL PIPE SUPPLY	01/31/25	02/19/25	S100397303.001	MATERIALS	54,448.50			
20220 CENTRAL PIPE SUPPLY	02/03/25	02/19/25	S100399336.003	MATERIALS	917.80			
				Total for Vendor - 20220:	75,406.27	0.00	0.00	0.00
307 CITY OF STARKVILLE	02/01/25	02/19/25	FEB 2025-SRL	STATE REVOLVING LOANS	25,345.01			
				Total for Vendor - 307:	25,345.01	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	01/21/25	02/19/25	MS0316684	MATERIALS	1,295.00			

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:38:17 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
20362 CONSOLIDATED PIPE & SUPPL	01/27/25	02/19/25	MS016760	MATERIALS	972.00			
20362 CONSOLIDATED PIPE & SUPPL	01/31/25	02/19/25	MS0316881	MATERIALS	4,787.00			
				Total for Vendor - 20362:	7,054.00	0.00	0.00	0.00
20372 COVINGTON SALES & SERVICE	01/24/25	02/19/25	101158	EQUIPMENT	401.89			
				Total for Vendor - 20372:	401.89	0.00	0.00	0.00
496 EAST MISS LUMBER	01/29/25	02/19/25	23913/1	MAINTENANCE	199.98			
				Total for Vendor - 496:	199.98	0.00	0.00	0.00
504 ELEC MOTOR SALES/SERVICE	01/09/25	02/19/25	632681	MAINTENANCE	6,495.00			
504 ELEC MOTOR SALES/SERVICE	01/28/25	02/19/25	136290	MAINTENANCE	1,797.98			
				Total for Vendor - 504:	8,292.98	0.00	0.00	0.00
604 FASTENAL COMPANY	01/21/25	02/19/25	MSSTA109218	SUPPLIES	80.00			
				Total for Vendor - 604:	80.00	0.00	0.00	0.00
600 FERGUSON ENTERPRISES LLC	01/22/25	02/19/25	7021792	MATERIALS	39.31			
600 FERGUSON ENTERPRISES LLC	01/31/25	02/19/25	7060719	MATERIALS	167.72			
				Total for Vendor - 600:	207.03	0.00	0.00	0.00
20702 HACH	01/23/25	02/19/25	14340989	TESTING SUPPLIES	2,510.32			
20702 HACH	01/23/25	02/19/25	14341818	TESTING SUPPLIES	446.25			
20702 HACH	01/28/25	02/19/25	14348378	TESTING SUPPLIES	446.25			
				Total for Vendor - 20702:	3,402.82	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	01/15/25	02/19/25	184746	PUMP RENTAL	5,358.00			
20765 HYDRA SERVICE, INC.	01/15/25	02/19/25	184747	PUMP FITTINGS	316.00			
20765 HYDRA SERVICE, INC.	01/15/25	02/19/25	184748	PUMP FITTINGS	437.00			
20765 HYDRA SERVICE, INC.	01/15/25	02/19/25	184749	PHIMP FITTINGS	506.00			
20765 HYDRA SERVICE, INC.	01/31/25	02/19/25	185343	PUMP RENTAL	437.00			
20765 HYDRA SERVICE, INC.	01/31/25	02/19/25	185345	PUMP RENTAL	1,166.00			
20765 HYDRA SERVICE, INC.	02/07/25	02/19/25	185570	PUMP RENTAL	5,358.00			
20765 HYDRA SERVICE, INC.	02/07/25	02/19/25	185571	PUMP FITTINGS	316.00			
20765 HYDRA SERVICE, INC.	02/07/25	02/19/25	185572	PUMP FITTINGS	506.00			
				Total for Vendor - 20765:	14,400.00	0.00	0.00	0.00
2020 IT'S JUST ICE, INC.	01/23/25	02/19/25	25690	MAINTENANCE	4,101.43			
				Total for Vendor - 2020:	4,101.43	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:38:17 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1205 LOWE'S	01/22/25	02/19/25	988229-OIRCHF	MAINTENANCE	35.13			
1205 LOWE'S	01/28/25	02/19/25	970201-OJKFZN	TOOLS	33.21			
1205 LOWE'S	01/28/25	02/19/25	971196-OJKGBI	SUPPLIES	14.19			
1205 LOWE'S	01/29/25	02/19/25	792773-OJOTOU	TOOLS	90.65			
1205 LOWE'S	02/06/25	02/19/25	990242-OKSFAC	SUPPLIES	53.72			
1205 LOWE'S	02/07/25	02/19/25	993970-OKWFZS	SUPPLIES	55.06			
				Total for Vendor - 1205:	281.96	0.00	0.00	0.00
1322 MMC MATERIALS, INC.	01/14/25	02/19/25	929468	CONCRETE	507.00			
1322 MMC MATERIALS, INC.	01/16/25	02/19/25	929940	ASPHALT	592.50			
1322 MMC MATERIALS, INC.	01/23/25	02/19/25	930737	ASPHALT	336.00			
1322 MMC MATERIALS, INC.	01/25/25	02/19/25	930940	ASPHALT	528.00			
1322 MMC MATERIALS, INC.	01/28/25	02/19/25	931309	ASPHALT	336.00			
1322 MMC MATERIALS, INC.	02/01/25	02/19/25	931991	CONCRETE	421.50			
1322 MMC MATERIALS, INC.	02/08/25	02/19/25	933181	CONCRETE	421.50			
				Total for Vendor - 1322:	3,142.50	0.00	0.00	0.00
21302 MOCKBEE ELLIS, P.A.	01/25/25	02/19/25	24529	legal fees aerators	7,104.40			
				Total for Vendor - 21302:	7,104.40	0.00	0.00	0.00
1341 MS DEVELOPMENT AUTHORIT	02/01/25	02/19/25	03/01/2025	CAP LOANS	27,070.29			
				Total for Vendor - 1341:	27,070.29	0.00	0.00	0.00
1305 NEXAIR, LLC	01/23/25	02/19/25	0012767995	GAS CYLINDER RENTALS	450.00			
1305 NEXAIR, LLC	01/30/25	02/19/25	0012777461	GAS CYLINDER RENTALS	18.76			
				Total for Vendor - 1305:	468.76	0.00	0.00	0.00
21329 NORTH CENTRAL LABORATOR	01/28/25	02/19/25	514961	TESTING SUPPLIES	1,175.38			
				Total for Vendor - 21329:	1,175.38	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	11/26/24	02/19/25	1062323	UNIFORMS	107.60			
1525 OKTIBBEHA CO. CO-OP	01/27/25	02/19/25	1078662	MATERIALS	23.94			
1525 OKTIBBEHA CO. CO-OP	01/27/25	02/19/25	1078772	UNIFORMS	242.81			
1525 OKTIBBEHA CO. CO-OP	01/28/25	02/19/25	1078998	UNIFORMS	242.81			
1525 OKTIBBEHA CO. CO-OP	01/29/25	02/19/25	1079081	MATERIALS	50.00			
1525 OKTIBBEHA CO. CO-OP	01/29/25	02/19/25	1079216	MATERIALS	78.00			
1525 OKTIBBEHA CO. CO-OP	02/04/25	02/19/25	1080412	MATERIALS	117.00			
				Total for Vendor - 1525:	862.16	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:38:17 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
21860 RJ YOUNG COMPANY	02/05/25	02/19/25	INV7349954	COPIER SERVICE	33.00			
				Total for Vendor - 21860:	33.00	0.00	0.00	0.00
1917 RONNIE JONES CONST, INC.	02/05/25	02/19/25	20252477	CRUSHED CONCRETE	3,086.83			
				Total for Vendor - 1917:	3,086.83	0.00	0.00	0.00
21892 S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL	6,000.00			
				Total for Vendor - 21892:	6,000.00	0.00	0.00	0.00
1913 SECURITY SOLUTIONS	02/03/25	02/19/25	42129	DOOR ACCESS PANEL INSTAL	4,600.80			
1913 SECURITY SOLUTIONS	02/03/25	02/19/25	42131	SOFTWARE	540.00			
				Total for Vendor - 1913:	5,140.80	0.00	0.00	0.00
1937 SOUTHERN PIPE & SUPPLY	01/24/25	02/19/25	280810-00	MATERIALS	4,723.20			
1937 SOUTHERN PIPE & SUPPLY	01/30/25	02/19/25	413374-00	MATERIALS	123.66			
				Total for Vendor - 1937:	4,846.86	0.00	0.00	0.00
1905 STARKVILLE AUTO PARTS	02/06/25	02/19/25	170189	VEHICLE MAINTENANCE	19.99			
				Total for Vendor - 1905:	19.99	0.00	0.00	0.00
1945 SULLIVAN'S	01/28/25	02/19/25	93528	SUPPLIES	165.68			
				Total for Vendor - 1945:	165.68	0.00	0.00	0.00
2098 ULINE	01/22/25	02/19/25	188210868	SUPPLIES	230.68			
2098 ULINE	01/23/25	02/19/25	188270284	TOOLS	178.00			
2098 ULINE	02/03/25	02/19/25	188701078	SUPPLIES	250.86			
				Total for Vendor - 2098:	659.54	0.00	0.00	0.00
2104 UPS	01/18/25	02/19/25	000012031F035	POSTAGE	93.75			
2104 UPS	01/25/25	02/19/25	00001203F045	POSTAGE	55.41			
2104 UPS	02/01/25	02/19/25	000012031F055	SHIPPING	51.87			
2104 UPS	02/08/25	02/19/25	000012031F065	SHIPPING	55.76			
				Total for Vendor - 2104:	256.79	0.00	0.00	0.00
22111 USA BLUEBOOK	01/23/25	02/19/25	INV00601365	MATERIALS	133.50			
22111 USA BLUEBOOK	01/28/25	02/19/25	INV00606460	MATERIALS	254.13			
				Total for Vendor - 22111:	387.63	0.00	0.00	0.00
22202 WAYPOINT ANALYTICAL	01/13/25	02/19/25	04-1087681	TESTING	348.00			
22202 WAYPOINT ANALYTICAL	01/29/25	02/19/25	04-1088115	TESTING	348.00			
22202 WAYPOINT ANALYTICAL	02/04/25	02/19/25	04-1088248	TESTING	348.00			

ACCOUNTS PAYABLE
AGING INVOICE

02/12/2025 10:38:17 am

Beginning Date: 02/19/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
2329 WILLIAMS EQUIPMENT & SUPP	01/27/25	02/19/25	S4336381	MAINTENANCE	1,044.00	0.00	0.00	0.00
					91.44			
					91.44	0.00	0.00	0.00
				Total for Vendor - 2329:	\$ 239,162.53	\$ 0.00	\$ 0.00	\$ 0.00
					Grand Total:			



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 2/18/25
PAGE: 1 of 31

SUBJECT: Request acceptance of the January 2025 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Webb Corban, Director of Finance
or Connor Carraway Accounting Manager at Starkville Utilities

SUGGESTED MOTION:

Acceptance of the January 2025 financial statements of the City of Starkville, MS.



Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	10,582,500.00	10,582,500.00	2,879,401.26	3,990,918.18	-6,591,581.82	37.71 %
206 - LIEU OF TAXES	813,700.00	813,700.00	99,301.91	613,592.88	-200,107.12	75.41 %
220 - LICENSES AND PERMITS	379,500.00	379,500.00	16,854.47	100,787.48	-278,712.52	26.56 %
230 - INTERGOVERNMENTAL REVENUES	12,468,500.00	12,468,500.00	992,739.58	4,166,965.05	-8,301,534.95	33.42 %
250 - GRANTS	120,000.00	130,000.00	0.00	26,385.43	-103,614.57	20.30 %
330 - FINES AND FORFEITS	689,000.00	689,000.00	89,439.75	281,113.93	-407,886.07	40.80 %
340 - MISCELLANEOUS	944,600.00	944,600.00	115,524.27	593,417.82	-351,182.18	62.82 %
360 - CHARGES FOR SERVICES	37,000.00	37,000.00	653.00	17,336.43	-19,663.57	46.86 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,380,000.00	4,380,000.00	113,750.00	578,614.55	-3,801,385.45	13.21 %
631 - ODDFELLOWS	6,400.00	6,400.00	899.60	3,549.12	-2,850.88	55.46 %
Department: 000 - UNDESIGNATED Total:	30,421,200.00	30,431,200.00	4,308,563.84	10,372,680.87	-20,058,519.13	34.09 %
Revenue Total:	30,421,200.00	30,431,200.00	4,308,563.84	10,372,680.87	-20,058,519.13	34.09 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	220,450.00	220,450.00	22,564.27	74,838.12	145,611.88	33.95 %
500 - SUPPLIES	250.00	250.00	0.00	0.00	250.00	0.00 %
600 - CONTRACTUAL SERVICES	14,250.00	14,250.00	1,069.58	2,194.68	12,055.32	15.40 %
Department: 100 - BOARD OF ALDERMEN Total:	234,950.00	234,950.00	23,633.85	77,032.80	157,917.20	32.79 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	431,625.00	431,625.00	47,081.35	139,856.51	291,768.49	32.40 %
500 - SUPPLIES	9,000.00	9,000.00	0.00	1,129.03	7,870.97	12.54 %
600 - CONTRACTUAL SERVICES	44,275.00	44,275.00	1,671.02	27,374.24	16,900.76	61.83 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	487,900.00	487,900.00	48,752.37	168,359.78	319,540.22	34.51 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	184,725.00	184,725.00	20,798.32	63,307.08	121,417.92	34.27 %
500 - SUPPLIES	10,000.00	10,000.00	684.89	2,298.57	7,701.43	22.99 %
600 - CONTRACTUAL SERVICES	132,700.00	132,700.00	4,820.52	28,689.88	104,010.12	21.62 %
Department: 120 - MAYORS OFFICE Total:	327,425.00	327,425.00	26,303.73	94,295.53	233,129.47	28.80 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	394,185.00	394,185.00	43,618.41	132,382.31	261,802.69	33.58 %
500 - SUPPLIES	1,000.00	2,750.00	0.00	1,793.75	956.25	65.23 %
600 - CONTRACTUAL SERVICES	214,500.00	214,500.00	3,702.29	106,865.77	107,634.23	49.82 %
800 - DEBT SERVICE	180,705.00	39,730.00	1,164.85	3,325.40	36,404.60	8.37 %
900 - CAPITAL OUTLAY	31,000.00	170,225.00	19,940.00	41,311.90	128,913.10	24.27 %
Department: 123 - IT Total:	821,390.00	821,390.00	68,425.55	285,679.13	535,710.87	34.78 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 130 - ELECTIONS Total:	22,500.00	22,500.00	0.00	0.00	22,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	471,335.00	471,335.00	51,536.14	158,430.51	312,904.49	33.61 %
500 - SUPPLIES	7,500.00	7,500.00	411.62	2,338.47	5,161.53	31.18 %
600 - CONTRACTUAL SERVICES	243,250.00	243,250.00	1,372.42	72,537.90	170,712.10	29.82 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	725,085.00	725,085.00	53,320.18	233,306.88	491,778.12	32.18 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	73,920.00	73,920.00	8,521.33	25,510.75	48,409.25	34.51 %
Department: 160 - ATTORNEY AND STAFF Total:	73,920.00	73,920.00	8,521.33	25,510.75	48,409.25	34.51 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	205,000.00	13,284.61	65,024.70	139,975.30	31.72 %
Department: 169 - LEGAL Total:	205,000.00	205,000.00	13,284.61	65,024.70	139,975.30	31.72 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	484,300.00	484,300.00	53,174.19	163,863.79	320,436.21	33.84 %
500 - SUPPLIES	2,100.00	2,100.00	823.58	1,366.74	733.26	65.08 %
600 - CONTRACTUAL SERVICES	51,450.00	51,450.00	413.95	11,224.74	40,225.26	21.82 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 180 - HUMAN RESOURCES Total:	540,850.00	540,850.00	54,411.72	176,455.27	364,394.73	32.63 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	203,910.00	203,910.00	22,673.23	68,757.28	135,152.72	33.72 %
500 - SUPPLIES	600.00	600.00	0.00	84.98	515.02	14.16 %
600 - CONTRACTUAL SERVICES	66,550.00	66,550.00	1,483.16	29,305.86	37,244.14	44.04 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	274,060.00	274,060.00	24,156.39	98,148.12	175,911.88	35.81 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	182,025.00	182,025.00	18,507.09	39,818.78	142,206.22	21.88 %
Department: 191 - EXTERNAL SERVICE Total:	182,025.00	182,025.00	18,507.09	39,818.78	142,206.22	21.88 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,300.00	5,300.00	326.43	1,427.28	3,872.72	26.93 %
600 - CONTRACTUAL SERVICES	153,500.00	153,500.00	4,806.61	37,480.39	116,019.61	24.42 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	158,800.00	158,800.00	5,133.04	38,907.67	119,892.33	24.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	65,898.00	65,898.00	0.00	45,898.00	20,000.00	69.65 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
990 - TRANSFERS	940,500.00	932,800.00	6,250.00	621,271.31	311,528.69	66.60 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	1,010,898.00	1,003,198.00	6,250.00	667,169.31	336,028.69	66.50 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,450.00	5,800.00	17,700.00	24.68 %
631 - ODDFELLOWS	22,500.00	22,500.00	1,750.00	7,775.00	14,725.00	34.56 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,200.00	13,575.00	32,425.00	29.51 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	569,530.00	569,530.00	50,137.54	150,906.85	418,623.15	26.50 %
500 - SUPPLIES	5,000.00	5,000.00	695.93	1,008.02	3,991.98	20.16 %
600 - CONTRACTUAL SERVICES	54,150.00	54,150.00	2,696.90	11,820.11	42,329.89	21.83 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 197 - ENGINEERING Total:	633,680.00	633,680.00	53,530.37	163,734.98	469,945.02	25.84 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	6,273,377.00	6,273,377.00	741,018.71	2,331,361.56	3,942,015.44	37.16 %
500 - SUPPLIES	521,000.00	521,000.00	32,024.92	165,783.97	355,216.03	31.82 %
600 - CONTRACTUAL SERVICES	1,001,220.00	1,001,220.00	62,680.90	356,326.71	644,893.29	35.59 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	1,440.00	1,440.00	-1,440.00	0.00 %
800 - DEBT SERVICE	77,700.00	77,700.00	0.00	0.00	77,700.00	0.00 %
900 - CAPITAL OUTLAY	70,000.00	70,000.00	1,978.50	10,817.74	59,182.26	15.45 %
Department: 201 - POLICE DEPARTMENT Total:	7,943,297.00	7,943,297.00	839,143.03	2,865,729.98	5,077,567.02	36.08 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	369,215.00	369,215.00	51,011.68	139,498.05	229,716.95	37.78 %
500 - SUPPLIES	1,000.00	1,000.00	161.45	890.37	109.63	89.04 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	790.00	790.00	1,710.00	31.60 %
Department: 245 - DISPATCHERS Total:	372,715.00	372,715.00	51,963.13	141,178.42	231,536.58	37.88 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	144,225.00	144,225.00	14,099.74	40,636.83	103,588.17	28.18 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	4,500.00	4,500.00	345.61	1,123.31	3,376.69	24.96 %
600 - CONTRACTUAL SERVICES	15,740.00	15,740.00	978.14	4,763.31	10,976.69	30.26 %
Department: 246 - CODE ENFORCEMENT Total:	164,465.00	164,465.00	15,423.49	46,523.45	117,941.55	28.29 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	188,115.00	188,115.00	11,349.81	33,152.33	154,962.67	17.62 %
Department: 254 - DUI GRANT Total:	188,115.00	188,115.00	11,349.81	33,152.33	154,962.67	17.62 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,602,685.00	4,602,685.00	532,181.45	1,621,401.69	2,981,283.31	35.23 %
500 - SUPPLIES	138,100.00	138,100.00	5,439.33	33,209.51	104,890.49	24.05 %
600 - CONTRACTUAL SERVICES	307,720.00	307,720.00	16,546.14	146,978.60	160,741.40	47.76 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	10,000.00	6,890.16	14,949.67	-4,949.67	149.50 %
800 - DEBT SERVICE	219,475.00	219,475.00	3,454.80	219,470.14	4.86	100.00 %
900 - CAPITAL OUTLAY	72,500.00	72,500.00	1,828.00	29,328.00	43,172.00	40.45 %
Department: 261 - FIRE DEPARTMENT Total:	5,340,480.00	5,350,480.00	566,339.88	2,065,337.61	3,285,142.39	38.60 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT						
400 - PERSONNEL SERVICES	295,475.00	295,475.00	25,860.85	86,843.30	208,631.70	29.39 %
500 - SUPPLIES	7,600.00	7,600.00	0.00	771.08	6,828.92	10.15 %
600 - CONTRACTUAL SERVICES	22,250.00	22,250.00	305.69	4,023.04	18,226.96	18.08 %
900 - CAPITAL OUTLAY	100.00	100.00	0.00	0.00	100.00	0.00 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	325,425.00	325,425.00	26,166.54	91,637.42	233,787.58	28.16 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	20,500.00	28,200.00	308.05	3,814.59	24,385.41	13.53 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	80,500.00	88,200.00	308.05	3,814.59	84,385.41	4.32 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,076,775.00	1,076,775.00	111,398.61	365,917.26	710,857.74	33.98 %
500 - SUPPLIES	262,000.00	262,000.00	16,603.09	63,933.71	198,066.29	24.40 %
600 - CONTRACTUAL SERVICES	639,855.00	639,855.00	36,764.46	182,199.60	457,655.40	28.48 %
800 - DEBT SERVICE	31,215.00	31,215.00	0.00	7,802.96	23,412.04	25.00 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	7,110.00	7,110.00	67,890.00	9.48 %
Department: 301 - STREET DEPARTMENT Total:	2,084,845.00	2,084,845.00	171,876.16	626,963.53	1,457,881.47	30.07 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	114,415.00	114,415.00	12,644.96	38,350.49	76,064.51	33.52 %
500 - SUPPLIES	6,500.00	6,500.00	186.99	815.77	5,684.23	12.55 %
600 - CONTRACTUAL SERVICES	6,600.00	6,600.00	157.77	3,929.83	2,670.17	59.54 %
Department: 360 - ANIMAL CONTROL Total:	127,515.00	127,515.00	12,989.72	43,096.09	84,418.91	33.80 %
Department: 550 - PARKS AND REC DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,878,000.00	1,878,000.00	165,752.39	623,954.20	1,254,045.80	33.22 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,878,000.00	1,878,000.00	165,752.39	623,954.20	1,254,045.80	33.22 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	3,000,000.00	3,000,000.00	0.00	0.00	3,000,000.00	0.00 %
990 - TRANSFERS	3,171,360.00	3,171,360.00	0.00	775,754.59	2,395,605.41	24.46 %
Department: 900 - INTERFUND TRANSACTIONS Total:	6,171,360.00	6,171,360.00	0.00	775,754.59	5,395,605.41	12.57 %
Expense Total:	30,421,200.00	30,431,200.00	2,268,742.43	9,464,160.91	20,967,039.09	31.10 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	2,039,821.41	908,519.96	908,519.96	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	13,000.00	13,000.00	553.50	1,881.50	-11,118.50	14.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	23,000.00	28,000.00	553.50	1,881.50	-26,118.50	6.72 %
Revenue Total:	23,000.00	28,000.00	553.50	1,881.50	-26,118.50	6.72 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	9,000.00	9,000.00	399.80	1,185.55	7,814.45	13.17 %
900 - CAPITAL OUTLAY	14,000.00	19,000.00	0.00	0.00	19,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	23,000.00	28,000.00	399.80	1,185.55	26,814.45	4.23 %
Expense Total:	23,000.00	28,000.00	399.80	1,185.55	26,814.45	4.23 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	153.70	695.95	695.95	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Revenue Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	750.00	750.00	0.00	0.00	750.00	0.00 %
800 - DEBT SERVICE	163,816.00	163,816.00	0.00	40,954.00	122,862.00	25.00 %
900 - CAPITAL OUTLAY	434.00	434.00	0.00	0.00	434.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	167,000.00	167,000.00	0.00	40,954.00	126,046.00	24.52 %
Expense Total:	167,000.00	167,000.00	0.00	40,954.00	126,046.00	24.52 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-40,954.00	-40,954.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	142,860.00	142,860.00	42,271.31	84,542.62	-58,317.38	59.18 %
340 - MISCELLANEOUS	50,900.00	50,900.00	3,975.00	16,610.00	-34,290.00	32.63 %
360 - CHARGES FOR SERVICES	878,575.00	878,575.00	81,414.68	432,974.55	-445,600.45	49.28 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	710,000.00	667,500.00	0.00	2,000.00	-665,500.00	0.30 %
Department: 000 - UNDESIGNATED Total:	1,782,335.00	1,739,835.00	127,660.99	536,127.17	-1,203,707.83	30.81 %
Revenue Total:	1,782,335.00	1,739,835.00	127,660.99	536,127.17	-1,203,707.83	30.81 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	332,110.00	332,110.00	30,897.98	109,754.45	222,355.55	33.05 %
500 - SUPPLIES	643,500.00	643,500.00	25,277.48	240,775.69	402,724.31	37.42 %
600 - CONTRACTUAL SERVICES	125,450.00	125,450.00	4,407.40	60,158.67	65,291.33	47.95 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	52,530.00	52,530.00	2,094.39	4,161.28	48,368.72	7.92 %
900 - CAPITAL OUTLAY	628,745.00	586,245.00	0.00	0.00	586,245.00	0.00 %
Department: 505 - AIRPORT Total:	1,782,335.00	1,739,835.00	62,677.25	414,850.09	1,324,984.91	23.84 %
Expense Total:	1,782,335.00	1,739,835.00	62,677.25	414,850.09	1,324,984.91	23.84 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	64,983.74	121,277.08	121,277.08	0.00 %

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For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	534,508.00	534,508.00	39,270.81	40,250.81	-494,257.19	7.53 %
Department: 000 - UNDESIGNATED Total:	534,508.00	534,508.00	39,270.81	40,250.81	-494,257.19	7.53 %
Revenue Total:	534,508.00	534,508.00	39,270.81	40,250.81	-494,257.19	7.53 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	180,030.00	180,030.00	0.00	0.00	180,030.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	354,478.00	354,478.00	39,793.29	79,064.09	275,413.91	22.30 %
Department: 515 - RESTRICTED PROJECTS Total:	534,508.00	534,508.00	39,793.29	79,064.09	455,443.91	14.79 %
Expense Total:	534,508.00	534,508.00	39,793.29	79,064.09	455,443.91	14.79 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-522.48	-38,813.28	-38,813.28	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	3,425,000.00	3,425,000.00	302,595.14	1,287,631.43	-2,137,368.57	37.60 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	325,000.00	325,000.00	0.00	0.00	-325,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,750,000.00	3,750,000.00	302,595.14	1,287,631.43	-2,462,368.57	34.34 %
Revenue Total:	3,750,000.00	3,750,000.00	302,595.14	1,287,631.43	-2,462,368.57	34.34 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	2,033,355.00	2,033,355.00	218,224.73	669,022.44	1,364,332.56	32.90 %
500 - SUPPLIES	268,000.00	268,000.00	17,193.93	66,182.87	201,817.13	24.70 %
600 - CONTRACTUAL SERVICES	838,570.00	838,570.00	52,689.49	228,044.22	610,525.78	27.19 %
800 - DEBT SERVICE	408,580.00	408,580.00	32,846.19	138,287.93	270,292.07	33.85 %
900 - CAPITAL OUTLAY	201,495.00	201,495.00	0.00	4,875.00	196,620.00	2.42 %
Department: 322 - SANITATION DEPARTMENT Total:	3,750,000.00	3,750,000.00	320,954.34	1,106,412.46	2,643,587.54	29.50 %
Expense Total:	3,750,000.00	3,750,000.00	320,954.34	1,106,412.46	2,643,587.54	29.50 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-18,359.20	181,218.97	181,218.97	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,390,000.00	1,390,000.00	20,570.69	80,807.63	-1,309,192.37	5.81 %
Department: 000 - UNDESIGNATED Total:	1,390,000.00	1,390,000.00	20,570.69	80,807.63	-1,309,192.37	5.81 %
Revenue Total:	1,390,000.00	1,390,000.00	20,570.69	80,807.63	-1,309,192.37	5.81 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	240,000.00	240,000.00	0.00	0.00	240,000.00	0.00 %
900 - CAPITAL OUTLAY	1,150,000.00	1,150,000.00	0.00	0.00	1,150,000.00	0.00 %
Department: 323 - LANDFILL Total:	1,390,000.00	1,390,000.00	0.00	0.00	1,390,000.00	0.00 %
Expense Total:	1,390,000.00	1,390,000.00	0.00	0.00	1,390,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	20,570.69	80,807.63	80,807.63	0.00 %

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For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERNIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,200,000.00	2,200,000.00	1,112,935.15	1,112,935.15	-1,087,064.85	50.59 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,990,000.00	1,994,000.00	0.00	0.00	-1,994,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,190,000.00	4,194,000.00	1,112,935.15	1,112,935.15	-3,081,064.85	26.54 %
Revenue Total:	4,190,000.00	4,194,000.00	1,112,935.15	1,112,935.15	-3,081,064.85	26.54 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	2,747,485.00	2,751,485.00	0.00	0.00	2,751,485.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	2,747,485.00	2,751,485.00	0.00	0.00	2,751,485.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,442,515.00	1,442,515.00	73,054.98	600,277.22	842,237.78	41.61 %
Department: 800 - DEBT SERVICE Total:	1,442,515.00	1,442,515.00	73,054.98	600,277.22	842,237.78	41.61 %
Expense Total:	4,190,000.00	4,194,000.00	73,054.98	600,277.22	3,593,722.78	14.31 %
Fund: 120 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	1,039,880.17	512,657.93	512,657.93	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 200 - DEBT SERVICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	116,175.00	116,175.00	0.00	0.00	-116,175.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,746,360.00	2,746,360.00	0.00	350,754.59	-2,395,605.41	12.77 %
Department: 000 - UNDESIGNATED Total:	2,862,535.00	2,862,535.00	0.00	350,754.59	-2,511,780.41	12.25 %
Revenue Total:	2,862,535.00	2,862,535.00	0.00	350,754.59	-2,511,780.41	12.25 %
Expense						
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,862,535.00	2,862,535.00	0.00	350,754.59	2,511,780.41	12.25 %
Department: 800 - DEBT SERVICE Total:	2,862,535.00	2,862,535.00	0.00	350,754.59	2,511,780.41	12.25 %
Expense Total:	2,862,535.00	2,862,535.00	0.00	350,754.59	2,511,780.41	12.25 %
Fund: 200 - DEBT SERVICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - CAPITAL PROJECTS FUND						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	0.00	0.00	0.00	26,009.08	26,009.08	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,050,000.00	6,520,000.00	0.00	441,566.37	-6,078,433.63	6.77 %
Department: 000 - UNDESIGNATED Total:	6,050,000.00	6,520,000.00	0.00	467,575.45	-6,052,424.55	7.17 %
Revenue Total:	6,050,000.00	6,520,000.00	0.00	467,575.45	-6,052,424.55	7.17 %
Expense						
Department: 000 - UNDESIGNATED						
600 - CONTRACTUAL SERVICES	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
900 - CAPITAL OUTLAY	5,990,000.00	6,460,000.00	39,060.00	126,057.47	6,333,942.53	1.95 %
Department: 000 - UNDESIGNATED Total:	6,050,000.00	6,520,000.00	39,060.00	126,057.47	6,393,942.53	1.93 %
Expense Total:	6,050,000.00	6,520,000.00	39,060.00	126,057.47	6,393,942.53	1.93 %
Fund: 300 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	-39,060.00	341,517.98	341,517.98	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 301 - CITY OWNED BUILDING FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Revenue Total:	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Expense						
Department: 000 - UNDESIGNATED						
900 - CAPITAL OUTLAY	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Expense Total:	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Fund: 301 - CITY OWNED BUILDING FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	737.98	2,911.48	2,911.48	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	175,000.00	187,500.00	0.00	0.00	-187,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	175,000.00	187,500.00	737.98	2,911.48	-184,588.52	1.55 %
Revenue Total:	175,000.00	187,500.00	737.98	2,911.48	-184,588.52	1.55 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	35,090.00	47,590.00	0.00	0.00	47,590.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	139,910.00	139,910.00	0.00	0.00	139,910.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	175,000.00	187,500.00	0.00	0.00	187,500.00	0.00 %
Expense Total:	175,000.00	187,500.00	0.00	0.00	187,500.00	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	737.98	2,911.48	2,911.48	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	33,100.00	0.00	33,106.64	6.64	100.02 %
340 - MISCELLANEOUS	0.00	8,000.00	299.34	9,539.59	1,539.59	119.24 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	2,035,000.00	0.00	0.00	-2,035,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	2,076,100.00	299.34	42,646.23	-2,033,453.77	2.05 %
Revenue Total:	0.00	2,076,100.00	299.34	42,646.23	-2,033,453.77	2.05 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	30,000.00	1,440.32	24,229.45	5,770.55	80.76 %
900 - CAPITAL OUTLAY	0.00	2,046,100.00	0.00	1,505,733.69	540,366.31	73.59 %
Department: 300 - STREET DEPARTMENT Total:	0.00	2,076,100.00	1,440.32	1,529,963.14	546,136.86	73.69 %
Expense Total:	0.00	2,076,100.00	1,440.32	1,529,963.14	546,136.86	73.69 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Surplus (Defic..	0.00	0.00	-1,140.98	-1,487,316.91	-1,487,316.91	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 350 - MAIN STREET						
340 - MISCELLANEOUS	0.00	0.00	0.00	115.36	115.36	0.00 %
Department: 350 - MAIN STREET Total:	0.00	0.00	0.00	115.36	115.36	0.00 %
Department: 351 - JL KING PARK						
340 - MISCELLANEOUS	0.00	0.00	59.19	118.16	118.16	0.00 %
Department: 351 - JL KING PARK Total:	0.00	0.00	59.19	118.16	118.16	0.00 %
Revenue Total:	15,000.00	15,000.00	59.19	233.52	-14,766.48	1.56 %
Expense						
Department: 351 - JL KING PARK						
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 351 - JL KING PARK Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Expense Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (D...	0.00	0.00	59.19	233.52	233.52	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,306,666.20	6,306,666.20	0.00	0.00	-6,306,666.20	0.00 %
340 - MISCELLANEOUS	153,000.00	153,000.00	19,268.48	123,065.00	-29,935.00	80.43 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,700,000.00	6,700,000.00	0.00	0.00	-6,700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	13,159,666.20	13,159,666.20	19,268.48	123,065.00	-13,036,601.20	0.94 %
Revenue Total:	13,159,666.20	13,159,666.20	19,268.48	123,065.00	-13,036,601.20	0.94 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	13,159,666.20	13,159,666.20	0.00	0.00	13,159,666.20	0.00 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	13,159,666.20	13,159,666.20	0.00	0.00	13,159,666.20	0.00 %
Expense Total:	13,159,666.20	13,159,666.20	0.00	0.00	13,159,666.20	0.00 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	19,268.48	123,065.00	123,065.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	5,000,000.00	5,000,000.00	0.00	3,000,000.00	-2,000,000.00	60.00 %
340 - MISCELLANEOUS	35,000.00	35,000.00	15,547.83	47,062.22	12,062.22	134.46 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,325,000.00	3,325,000.00	0.00	0.00	-3,325,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	8,360,000.00	8,360,000.00	15,547.83	3,047,062.22	-5,312,937.78	36.45 %
Revenue Total:	8,360,000.00	8,360,000.00	15,547.83	3,047,062.22	-5,312,937.78	36.45 %
Expense						
Department: 656 - MAIN STREET CORRIDOR						
600 - CONTRACTUAL SERVICES	100,000.00	100,000.00	0.00	5,206.30	94,793.70	5.21 %
900 - CAPITAL OUTLAY	8,260,000.00	8,260,000.00	0.00	0.00	8,260,000.00	0.00 %
Department: 656 - MAIN STREET CORRIDOR Total:	8,360,000.00	8,360,000.00	0.00	5,206.30	8,354,793.70	0.06 %
Expense Total:	8,360,000.00	8,360,000.00	0.00	5,206.30	8,354,793.70	0.06 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Sur...	0.00	0.00	15,547.83	3,041,855.92	3,041,855.92	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	50,000.00	50,000.00	27,446.87	125,918.77	75,918.77	251.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	9,800,000.00	10,250,000.00	0.00	0.00	-10,250,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	9,850,000.00	10,300,000.00	27,446.87	125,918.77	-10,174,081.23	1.22 %
Revenue Total:	9,850,000.00	10,300,000.00	27,446.87	125,918.77	-10,174,081.23	1.22 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	150,000.00	150,000.00	6,475.00	61,133.35	88,866.65	40.76 %
900 - CAPITAL OUTLAY	9,700,000.00	10,150,000.00	720,854.07	3,046,162.18	7,103,837.82	30.01 %
Department: 551 - PARK & REC TOURISM Total:	9,850,000.00	10,300,000.00	727,329.07	3,107,295.53	7,192,704.47	30.17 %
Expense Total:	9,850,000.00	10,300,000.00	727,329.07	3,107,295.53	7,192,704.47	30.17 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023) Surplus (Deficit):	0.00	0.00	-699,882.20	-2,981,376.76	-2,981,376.76	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 313 - SPRING/HWY 12 LINKAGE TAP						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	166,666.66	166,666.66	0.00	5,000.00	-161,666.66	3.00 %
340 - MISCELLANEOUS	0.00	0.00	409.88	409.88	409.88	0.00 %
Department: 000 - UNDESIGNATED Total:	166,666.66	166,666.66	409.88	5,409.88	-161,256.78	3.25 %
Revenue Total:	166,666.66	166,666.66	409.88	5,409.88	-161,256.78	3.25 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	166,666.66	166,666.66	1,554.97	38,116.23	128,550.43	22.87 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	166,666.66	166,666.66	1,554.97	38,116.23	128,550.43	22.87 %
Expense Total:	166,666.66	166,666.66	1,554.97	38,116.23	128,550.43	22.87 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP Surplus (Deficit):	0.00	0.00	-1,145.09	-32,706.35	-32,706.35	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	3,070,000.00	3,070,000.00	259,021.61	1,068,536.57	-2,001,463.43	34.81 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,750,000.00	1,750,000.00	0.00	0.00	-1,750,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,820,000.00	4,820,000.00	259,021.61	1,068,536.57	-3,751,463.43	22.17 %
Revenue Total:	4,820,000.00	4,820,000.00	259,021.61	1,068,536.57	-3,751,463.43	22.17 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	76,498.47	107,571.30	-107,571.30	0.00 %
600 - CONTRACTUAL SERVICES	249,385.00	249,385.00	20,781.90	83,127.60	166,257.40	33.33 %
800 - DEBT SERVICE	2,308,700.00	2,308,700.00	0.00	692,775.00	1,615,925.00	30.01 %
900 - CAPITAL OUTLAY	2,261,915.00	2,261,915.00	0.00	0.00	2,261,915.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	4,820,000.00	4,820,000.00	97,280.37	883,473.90	3,936,526.10	18.33 %
Expense Total:	4,820,000.00	4,820,000.00	97,280.37	883,473.90	3,936,526.10	18.33 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	161,741.24	185,062.67	185,062.67	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	26,500,000.00	26,500,000.00	791,440.24	3,007,256.84	-23,492,743.16	11.35 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	200,000.00	0.00	200,000.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	26,700,000.00	26,700,000.00	791,440.24	3,207,256.84	-23,492,743.16	12.01 %
Revenue Total:	26,700,000.00	26,700,000.00	791,440.24	3,207,256.84	-23,492,743.16	12.01 %
Expense						
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	163,286.55	-163,286.55	0.00 %
900 - CAPITAL OUTLAY	26,700,000.00	26,700,000.00	235,940.92	3,243,197.76	23,456,802.24	12.15 %
Department: 318 - MS182/MLK Total:	26,700,000.00	26,700,000.00	235,940.92	3,406,484.31	23,293,515.69	12.76 %
Expense Total:	26,700,000.00	26,700,000.00	235,940.92	3,406,484.31	23,293,515.69	12.76 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	555,499.32	-199,227.47	-199,227.47	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	5,000.00	5,000.00	3,048.04	12,025.09	7,025.09	240.50 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,270,000.00	774,774.00	0.00	0.00	-774,774.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,275,000.00	779,774.00	3,048.04	12,025.09	-767,748.91	1.54 %
Revenue Total:	1,275,000.00	779,774.00	3,048.04	12,025.09	-767,748.91	1.54 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,275,000.00	779,774.00	0.00	0.00	779,774.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,275,000.00	779,774.00	0.00	0.00	779,774.00	0.00 %
Expense Total:	1,275,000.00	779,774.00	0.00	0.00	779,774.00	0.00 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	3,048.04	12,025.09	12,025.09	0.00 %
Report Surplus (Deficit):	0.00	0.00	3,161,201.84	731,454.41	731,454.41	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	2,039,821.41	908,519.96	908,519.96
002 - RESTRICTED POLICE FUND	0.00	0.00	153.70	695.95	695.95
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-40,954.00	-40,954.00
015 - AIRPORT FUND	0.00	0.00	64,983.74	121,277.08	121,277.08
016 - RESTRICTED AIRPORT	0.00	0.00	-522.48	-38,813.28	-38,813.28
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-18,359.20	181,218.97	181,218.97
023 - LANDFILL ACCOUNT	0.00	0.00	20,570.69	80,807.63	80,807.63
120 - MODERNIZATION USE TAX	0.00	0.00	1,039,880.17	512,657.93	512,657.93
200 - DEBT SERVICE FUND	0.00	0.00	0.00	0.00	0.00
300 - CAPITAL PROJECTS FUND	0.00	0.00	-39,060.00	341,517.98	341,517.98
301 - CITY OWNED BUILDING FUN	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	737.98	2,911.48	2,911.48
305 - 2022 G.O. PUBLIC IMPROVE	0.00	0.00	-1,140.98	-1,487,316.91	-1,487,316.91
306 - 2022 LOCAL IMPROVEMENT	0.00	0.00	59.19	233.52	233.52
309 - AMERICAN RELIEF FUND	0.00	0.00	19,268.48	123,065.00	123,065.00
311 - MAIN STREET CORRIDOR IMI	0.00	0.00	15,547.83	3,041,855.92	3,041,855.92
312 - PARKS CAPITAL PROJECT FUI	0.00	0.00	-699,882.20	-2,981,376.76	-2,981,376.76
313 - SPRING/HWY 12 LINKAGE TA	0.00	0.00	-1,145.09	-32,706.35	-32,706.35
375 - PARK AND REC TOURISM	0.00	0.00	161,741.24	185,062.67	185,062.67
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	555,499.32	-199,227.47	-199,227.47
700 - STARK/HOSPITAL ROAD EXP/	0.00	0.00	3,048.04	12,025.09	12,025.09
Report Surplus (Deficit):	0.00	0.00	3,161,201.84	731,454.41	731,454.41



Starkville Utilities – Electric Division
 Budget Year 2025 (10/2024-9/2025) Report
 For the Period Ending January 31, 2025

****PRELIMINARY**

	Total		Budget		Variance	
	2025		Year-to-Date		Favorable	
	Budget	Period Activity	Activity	(Unfavorable)	Percent Used	
<u>Revenues</u>						
Electric Sales	\$ 43,908,774	\$ 3,818,407	\$ 13,238,242	(30,670,532)	30.15%	
Other Revenue	2,366,917	55,275	554,564	(1,812,353)	23.43%	
Total Revenue	\$ 46,275,691	\$ 3,873,682	\$ 13,792,806	(32,482,885)	29.81%	
<u>Expenses</u>						
Purchased Power Expense	\$ 34,303,066	\$ 3,316,030	\$ 11,218,439	23,084,627	32.70%	
Payroll Expenses	3,428,249	204,197	915,219	2,513,030	26.70%	
Operating Expenses	1,594,000	99,773	468,746	1,125,254	29.41%	
Maintenance Expense	1,650,000	125,205	539,489	1,110,511	32.70%	
Capital Expense	3,299,100	46,436	585,875	2,713,225	17.76%	
Debt Expense	636,276	569,159	569,159	67,117	89.45%	
Tax Equivalency	1,365,000	113,750	455,000	910,000	33.33%	
Total Expenses	\$ 46,275,691	\$ 4,474,550	\$ 14,751,927	31,523,764	31.88%	
Total Revenue Over Expenses	\$ -	\$ (600,868)	\$ (959,121)	\$ (959,121)		

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



Starkville Utilities – Water & Sewer Division
Budget Year 2025 (10/2024-9/2025) Report
For the Period Ending January 31, 2025

****PRELIMINARY**

	Total		Period		Budget		Variance		Percent
	Budget	2025	Activity	Activity	Year-to-Date	Activity	Favorable	(Unfavorable)	Used
<u>Revenues</u>									
Water & Sewer Sales Revenues		\$ 12,098,529	\$	749,060	\$ 2,407,902		(9,690,627)		19.90%
Other Revenues		2,660,000		82,875	\$ 207,652		(2,452,348)		7.81%
Total Revenues		\$ 14,758,529	\$	831,935	\$ 2,615,554		(12,142,975)		17.72%
<u>Expenses</u>									
Payroll Expense	\$	2,760,645	\$	182,913	\$ 894,270		1,866,375		32.39%
Operating Expense		2,283,446		127,539	\$ 690,493		1,592,953		30.24%
Maintenance Expense		3,450,000		115,640	\$ 526,520		2,923,480		15.26%
Capital Expense		4,760,000		221,330	\$ 1,482,994		3,277,006		31.16%
Debt Expense		1,504,438		69,320	\$ 416,480		1,087,958		27.68%
Total Expenses	\$	14,758,529	\$	716,742	\$ 4,010,757		10,747,772		27.18%
Total Revenues Over Expenses	\$	-	\$	115,193	\$ (1,395,203)		\$ (1,395,203)		

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.

JANUARY 2025

END OF MONTH REPORTS

PRESENTED TO:

THE CITY OF STARKVILLE



THE SPORTS FACILITIES
COMPANIES

FY 24-25

CSP SFM, LLC (dba STRKVL PARKS/CORNERSTONE)

		CSP SFM Original Budget	Oct-24 Actual	Nov-24 Actual	Dec-24 Actual	Jan-25 Actual	Feb-25 Actual	Mar-25 Actual	Revenue/Expenses YTD Actual	Remaining Funding	Remaining Balance Percent
	40000 REVENUE										
	40100 Local Programming										
	40110 Camps/Clinics/Class (Youth, Adult)	\$ 6,000	\$ 310	\$ 430	\$ 200	\$ -			\$ 940	\$ 5,060	84%
	40140 Programs	\$ 194,000	\$ 10,190	\$ 27,125	\$ 320	\$ 16,580			\$ 54,215	\$ 139,785	72%
	40199 Total Local Programming	\$ 200,000	\$ 10,500	\$ 27,555	\$ 520	\$ 16,580	\$ -	\$ -	\$ 55,155	\$ 144,845	72%
	40200 Memberships - Aquatics										
	40240 Day Pass	\$ 10,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 10,000	100%
	40250 Season Pass	\$ 5,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 5,000	100%
	40299 Total Memberships	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	100%
	40300 Facility Rentals - Pavilion/Fields/Courts/Rooms										
	40310 Facility Rentals	\$ 90,000	\$ 4,258	\$ 3,845	\$ 2,730	\$ 4,800			\$ 15,633	\$ 74,368	83%
	40399 Total Facility Rentals	\$ 90,000	\$ 4,258	\$ 3,845	\$ 2,730	\$ 4,800	\$ -	\$ -	\$ 15,633	\$ 74,368	83%
	40400 Events & Tournaments - Econ Impact Activities										
	40430 License/Facility Fee	\$ 50,000	\$ 7,988	\$ 400	\$ 200	\$ 3,843			\$ 12,430	\$ 37,570	75%
	40499 Total Events & Tournaments	\$ 50,000	\$ 7,988	\$ 400	\$ 200	\$ 3,843	\$ -	\$ -	\$ 12,430	\$ 37,570	75%
	40500 Family Entertainment Center										
	40560 Party	\$ 15,000		\$ 250.00	\$ -	\$ 1,350			\$ 1,600	\$ 13,400	89%
	40561 Bounce House	\$ 5,000		\$ -	\$ -	\$ -			\$ -	\$ 5,000	100%
	40562 Pool Party	\$ 3,000		\$ -	\$ -	\$ -			\$ -	\$ 3,000	100%
	40599 Total Family Entertainment Center	\$ 23,000	\$ -	\$ 250.00	\$ -	\$ 1,350	\$ -	\$ -	\$ 1,600	\$ 21,400	93%
	40600 Food and Beverage										
	40610 Concessions	\$ 296,000	\$ 42,730	\$ 2,114	\$ 393	\$ 5,174			\$ 50,410	\$ 245,590	83%
	40650 Vending	\$ 1,000		\$ -	\$ 357	\$ 201			\$ 558	\$ 442	44%
	40660 Outsourced/3rd Party Vendor	\$ 3,000		\$ -	\$ -	\$ -			\$ -	\$ 3,000	100%
	40699 Total Food and Beverage	\$ 300,000	\$ 42,730	\$ 2,114	\$ 749.51	\$ 5,375	\$ -	\$ -	\$ 50,968	\$ 249,032	83%
	40800 Other Revenues										
	40810 Sponsorship/Advertising - Facility - (Fields/courts)	\$ 192,000	\$ 24,657	\$ 37,907	\$ 15,157	\$ 20,278			\$ 98,000	\$ 94,000	49%
	40811 Sponsorship - Team/Individual	\$ 30,000	\$ 1,100	\$ 600	\$ 2,100	\$ 400			\$ 4,200	\$ 25,800	86%
	40860 Contribution Revenue	\$ -	\$ -	\$ 1,040	\$ -	\$ -			\$ 1,040	\$ (1,040)	#DIV/0!
	40870 Rebates & Incentives	\$ -	\$ -	\$ 1,811	\$ -	\$ -			\$ 1,811	\$ (1,811)	#DIV/0!
	40899 Total Other Revenues	\$ 222,000	\$ 25,757	\$ 41,358	\$ 17,257	\$ 20,678	\$ -	\$ -	\$ 105,051	\$ 116,949	53%
	49999 Total Revenues	\$ 900,000	\$ 91,232	\$ 75,523	\$ 21,457	\$ 52,625	\$ -	\$ -	\$ 240,837	\$ 659,164	73%
	50000 COST OF GOODS SOLD										
	50100 Local Programming										
	50105 Labor - Programming	\$ 75,000	\$ 4,420	\$ 3,375	\$ 785	\$ 4,723			\$ 13,303	\$ 61,698	82%
	50140 Programs	\$ 60,000	\$ 18,935	\$ 1,831	\$ 13,442	\$ 1,188			\$ 35,296	\$ 24,604	41%
	50160 Internal Events	\$ -	\$ 166	\$ 1,153	\$ -	\$ -			\$ 1,318	\$ (1,318)	#DIV/0!
	50199 Total Local Programming	\$ 135,000	\$ 23,520	\$ 6,358	\$ 14,227	\$ 5,911	\$ -	\$ -	\$ 50,017	\$ 84,983	63%
	50200 Memberships (pool)										
	50205 Labor - Membership	\$ 15,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 15,000	100%
	50210 Membership Cost	\$ 15,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 15,000	100%
	50299 Total Memberships	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	100%
	50300 Facility Rentals										
	50310 Facility Rental	\$ 15,000	\$ 330	\$ 1,451	\$ 600	\$ 83			\$ 2,464	\$ 12,536	84%
	50399 Total Facility Rentals	\$ 15,000	\$ 330	\$ 1,451	\$ 600	\$ 83	\$ -	\$ -	\$ 2,464	\$ 12,536	84%
	50400 Events & Tournaments										
	50405 Labor - Events & Tournaments	\$ 32,500	\$ 3,151	\$ 2,709	\$ 1,059	\$ 961			\$ 7,880	\$ 24,620	76%
	50410 Events & Tournaments	\$ 32,500	\$ 696	\$ -	\$ 90	\$ -			\$ 785	\$ 31,715	98%
	50499 Total Events & Tournaments	\$ 65,000	\$ 3,847	\$ 2,709	\$ 1,149	\$ 961	\$ -	\$ -	\$ 8,665	\$ 56,335	87%
	50600 Food and Beverage										
	50605 Labor - Food n Beverage	\$ 60,000	\$ 5,217	\$ 6,273	\$ 4,177	\$ 1,376			\$ 17,043	\$ 42,957	72%
	50610 Concessions	\$ 150,000	\$ 41,884	\$ (495)	\$ 3,054	\$ 5,037			\$ 49,480	\$ 100,520	67%
	50699 Total Food and Beverage	\$ 210,000	\$ 47,101	\$ 5,777	\$ 7,231	\$ 6,413	\$ -	\$ -	\$ 66,522	\$ 143,478	68%
	50800 Other Revenues										
	50810 Sponsorship/Advertising - Facility	\$ 15,000	\$ 441	\$ -	\$ 91	\$ 6,400			\$ 6,932	\$ 8,068	54%
	50899 Total Other Revenues	\$ 15,000	\$ 441	\$ -	\$ 91	\$ 6,400	\$ -	\$ -	\$ 6,932	\$ 8,068	54%
	59999 Total COGS	\$ 470,000	\$ 75,239	\$ 16,295	\$ 23,297	\$ 19,768	\$ -	\$ -	\$ 134,600	\$ 335,400	71%

		CSP SFM	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Revenue/Expenses	Remaining	Remaining
		Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	YTD Actual	Funding	Balance Percent
	GROSS PROFITS	\$ 430,000	\$ 15,992	\$ 59,228	\$ (1,841)	\$ 32,857	\$ -	\$ -	\$ 106,236	\$ 323,764	75%
	EXPENSES										
	60000 Advertising / Marketing										
60100	Website	\$ 10,000	\$ 252	\$ -	\$ 3,661	\$ 230			\$ 4,143	\$ 5,857	59%
60130	Advertising	\$ 40,000	\$ 1,201	\$ -	\$ 1,501	\$ 340			\$ 3,042	\$ 36,958	92%
60140	Dues & Subscriptions	\$ 10,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 10,000	100%
60150	Business Development - Community Events	\$ -	\$ 244	\$ -	\$ -	\$ -			\$ -	\$ (244)	#DIV/0!
60199	Total Advertising/Marketing	\$ 60,000	\$ 1,697	\$ -	\$ 5,162	\$ 570	\$ -	\$ -	\$ 7,429	\$ 52,571	88%
	60200 Bank & Other Service Charges										
60220	Bank Service Fee	\$ 3,000	\$ -	\$ 418	\$ 92	\$ 20			\$ 530	\$ 2,470	82%
60230	Check printing Expense	\$ 2,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 2,000	100%
60250	Credit Card/Merchant Fees	\$ 14,000	\$ 844	\$ 372	\$ 190	\$ 212			\$ 1,619	\$ 12,381	88%
60270	Over/Short	\$ -	\$ (400)	\$ 400	\$ 0	\$ 3			\$ -	\$ 3	#DIV/0!
60299	Total Bank & Other Service Charges	\$ 19,000	\$ 444	\$ 1,191	\$ 282	\$ 235	\$ -	\$ -	\$ 2,152	\$ 16,848	89%
	60300 General Office Expenses										
60310	Business Licenses and Permits	\$ 1,000	\$ -	\$ -	\$ -	\$ 51.00			\$ 51	\$ 949	95%
60315	Decorations - Office/Building	\$ 2,000	\$ -	\$ -	\$ -	\$ 31.00			\$ 31	\$ 1,969	98%
60320	Dues and Subscriptions	\$ 4,000	\$ 265	\$ (265)	\$ -	\$ 446.00			\$ 446	\$ 3,554	89%
60325	Employee Training & Continued Education	\$ 3,000	\$ -	\$ 30.00	\$ 280	\$ -			\$ 310	\$ 2,690	90%
60330	Employee Uniform	\$ 10,000	\$ -	\$ -	\$ 259	\$ -			\$ 259	\$ 9,742	97%
60335	IT & Office Equipment	\$ 7,000	\$ 226	\$ 567	\$ 3,628	\$ 304			\$ 4,726	\$ 2,274	32%
60340	Meals & Entertainment	\$ 5,000	\$ 284	\$ 275	\$ -	\$ -			\$ 559	\$ 4,441	89%
60345	Office Printing & Equipment	\$ 7,000	\$ 388	\$ 426	\$ -	\$ 400			\$ 1,213	\$ 5,787	83%
60350	Office Supplies	\$ 5,000	\$ 1,467	\$ 45	\$ 457	\$ 240			\$ 2,209	\$ 2,791	56%
60360	POS Software & Equipment	\$ 8,000	\$ 449	\$ 6,173	\$ 599	\$ 599			\$ 7,819	\$ 181	2%
60365	Postage & Delivery	\$ 1,000	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 1,000	100%
60370	Travel	\$ 13,000	\$ 593	\$ -	\$ 1,113	\$ 225			\$ 1,931	\$ 11,069	85%
60399	Total General Office Expenses	\$ 66,000	\$ 3,673	\$ 7,250	\$ 6,335	\$ 2,296	\$ -	\$ -	\$ 19,554	\$ 46,446	70%
	60400 Insurance										
60440	General Liability Insurance	\$ 55,000	\$ -	\$ -	\$ 6,841	\$ 2,280			\$ 9,121	\$ 45,879	83%
60450	Property Insurance	\$ -	\$ 850	\$ -	\$ 850	\$ -			\$ 1,700	\$ (1,700)	#DIV/0!
60499	Total Insurance	\$ 55,000	\$ 850	\$ -	\$ 7,691	\$ 2,280	\$ -	\$ -	\$ 10,821	\$ 44,179	80%
	60500 Management Company										
60510	Management Fee	\$ 420,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000			\$ 140,000	\$ 280,000	67%
60520	Management Company Travel	\$ 10,000	\$ 2,715	\$ (216)	\$ 117	\$ -			\$ 2,615	\$ 7,385	74%
60599	Total Management Company	\$ 430,000	\$ 37,715	\$ 34,784	\$ 35,117	\$ 35,000	\$ -	\$ -	\$ 142,615	\$ 287,385	67%
	60600 Salaries and Wages										
60610	Management Salaries	\$ 592,000	\$ 34,542	\$ 35,984	\$ 36,091	\$ 54,774			\$ 161,391	\$ 430,609	73%
60620	Hourly Wages	\$ 508,000	\$ 37,699	\$ 36,372	\$ 34,491	\$ 53,152			\$ 161,714	\$ 346,286	68%
60699	Total Salaries and Wages	\$ 1,100,000	\$ 72,241	\$ 72,356	\$ 70,582	\$ 107,926	\$ -	\$ -	\$ 323,105	\$ 776,895	71%
	60700 Payroll Expenses										
60710	Cell Phone Reimbursements	\$ 18,000	\$ 1,000	\$ 1,100	\$ 1,300	\$ 1,300			\$ 4,700	\$ 13,300	74%
60720	Employer Payroll Taxes	\$ 100,000	\$ 6,413	\$ 6,296	\$ 5,729	\$ 10,079			\$ 28,516	\$ 71,484	71%
60730	Health Insurance	\$ 80,000	\$ 6,069	\$ 6,890	\$ 4,376	\$ 4,947			\$ 22,283	\$ 57,717	72%
60740	New Hire Screening Fees	\$ 7,000	\$ 227	\$ 70	\$ -	\$ 115			\$ 412	\$ 6,588	94%
60750	Payroll Software/Processing Fees	\$ 10,000	\$ 863	\$ 631	\$ 631	\$ 649			\$ 2,775	\$ 7,225	72%
60760	Retirement Employer Match	\$ 20,000	\$ 784	\$ 782	\$ 901	\$ 1,385			\$ 3,852	\$ 16,148	81%
60770	Workers Comp Insurance	\$ 15,000	\$ -	\$ -	\$ 2,893	\$ 965			\$ 3,857	\$ 11,143	74%
60799	Total Payroll Expenses	\$ 250,000	\$ 15,355	\$ 15,770	\$ 15,830	\$ 19,440	\$ -	\$ -	\$ 66,395	\$ 183,605	73%
	61100 Facility Maintenance										
61110	Building Ops Maint. - Structural	\$ 100,000	\$ 2,472	\$ 5,472	\$ 4,528	\$ 7,837			\$ 20,309	\$ 79,691	80%
61120	Fuel	\$ 26,000	\$ 1,679	\$ 2,445	\$ 1,008	\$ 1,179			\$ 6,310	\$ 19,690	76%
61125	Grounds Exterior Maint. - Parks Facility /Grounds	\$ 100,000	\$ 17,958	\$ 11,113	\$ 3,247	\$ 4,015			\$ 36,334	\$ 63,666	64%
61130	Hardware and Supplies	\$ 14,000	\$ 547	\$ 314	\$ 639	\$ 816			\$ 2,316	\$ 11,684	83%
61135	HVAC - Parts & Repairs	\$ 9,000	\$ -	\$ -	\$ -	\$ -			\$ 5,518	\$ 3,483	39%
61140	Janitorial Expense	\$ 30,000	\$ 3,400	\$ 1,575	\$ 694	\$ 951			\$ 6,620	\$ 23,380	78%
61155	Pest Control	\$ 4,000	\$ 345	\$ -	\$ 1,020	\$ 91			\$ 1,455	\$ 2,545	64%
61160	Powered Equipment Maint	\$ 28,000	\$ 230	\$ 733	\$ -	\$ 1,517			\$ 2,480	\$ 25,520	91%
61165	Preventative Maintenance	\$ 13,000	\$ 2,186	\$ 4,177	\$ 525	\$ 1,335			\$ 8,224	\$ 4,776	37%

		CSP SFM	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Revenue/Expenses	Remaining	Remaining
		Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	YTD Actual	Funding	Balance Percent
61170	Equipment Repairs	\$ 8,000	\$ 1,035	\$ 1,623	\$ 411	\$ 964			\$ 4,033	\$ 3,967	50%
61175	Safety Inspections & Alarm Expense	\$ 14,000	\$ -	\$ 1,697	\$ -	\$ 276			\$ 1,973	\$ 12,027	86%
61180	Safety Supplies	\$ 4,000	\$ -	\$ 1,672	\$ -	\$ -			\$ 1,672	\$ 2,328	58%
61185	Sports Equipment	\$ 7,000	\$ -	\$ 802	\$ 333	\$ 3,060			\$ 4,195	\$ 2,805	40%
61195	Tools and Equipment	\$ 18,000	\$ 1,089	\$ 1,734	\$ 616	\$ 517			\$ 3,956	\$ 14,044	78%
61199	Total Facility Maintenance	\$ 375,000	\$ 30,941	\$ 38,875	\$ 13,020	\$ 22,558	\$ -	\$ -	\$ 105,393	\$ 269,607	72%
61200	Utilities										
61210	Cable & Internet	\$ 16,000	\$ 1,321	\$ 1,321	\$ 1,765	\$ 1,673			\$ 6,080	\$ 9,920	62%
61220	Electricity	\$ 142,000	\$ 12,760	\$ 12,278	\$ 14,499	\$ 16,672			\$ 56,209	\$ 85,791	60%
61230	Septic/Waste Services	\$ 2,000	\$ 1,783	\$ 1,920	\$ 1,683	\$ 1,931			\$ 7,317	\$ (5,317)	-266%
61240	Telephone Expense	\$ 1,000	\$ 47	\$ 47	\$ -	\$ -			\$ 94	\$ 906	91%
61250	Trash Services	\$ 5,000	\$ 1,061	\$ 2,235	\$ 979	\$ 1,909			\$ 6,183	\$ (1,183)	-24%
61260	Water	\$ 27,000	\$ 660	\$ 918	\$ 846	\$ 407			\$ 2,831	\$ 24,169	90%
61270	Gas	\$ -	\$ 41	\$ 52	\$ -	\$ 507			\$ 599	\$ (599)	#DIV/0!
61299	Total Utilities	\$ 193,000	\$ 17,674	\$ 18,770	\$ 19,771	\$ 23,098	\$ -	\$ -	\$ 79,313	\$ 113,687	59%
69999	TOTAL EXPENSES	\$ 2,548,000	\$ 180,588	\$ 188,995	\$ 173,792	\$ 213,402	\$ -	\$ -	\$ 756,777	\$ 1,791,223	70%
70200	Other Income										
70210	Subsidy	\$ 1,698,000	\$ 136,845	\$ 148,523	\$ 127,834	\$ 150,752			\$ 563,954	\$ 1,134,046	67%
70240	Other (Management Fee)	\$ 420,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000			\$ 140,000	\$ 280,000	67%
70299	Total Other Income	\$ 2,118,000	\$ 171,845	\$ 183,523	\$ 162,834	\$ 185,752	\$ -	\$ -	\$ 703,954	\$ 1,414,046	67%
	NET OPERATING INCOME	\$ (2,118,000)	\$ (164,595)	\$ (129,768)	\$ (175,633)	\$ (180,545.31)	\$ -	\$ -	\$ (650,541)	\$ (1,467,459)	69%
	NET INCOME	\$ -	\$ 7,250	\$ 53,755	\$ (12,798)	\$ 5,207.08	\$ -	\$ -	\$ 53,413		



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 2-18-2025
PAGE: 1 of 3

SUBJECT: Request approval of the quote with Election Systems and Software (ESS) for the April 1, 2025 Municipal Primary Election for election support, training, machine rentals and programming with the electronic voting at a cost of \$13,825.00.

AMOUNT & SOURCE OF FUNDING: 001-130-602-338: Election Contract Services

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of the quote with Election Systems and Software (ESS) for the April 1, 2025 Municipal Primary Election for election support, training, machine rentals and programming with the electronic voting at a cost of \$13,825.00.



January 24th, 2025
Re: Municipal Election Support
Quote # - ESS-1727

City of Starkville
Lesa Hardin
110 West Main Street
Starkville, MS 39759
Phone: 662-323-2525
Fax: 662-323-4961
e-mail: l.hardin@cityofstarkville.org

Dear Ms. Hardin,

ES&S is pleased to offer to you the following pricing for your 2025 Municipal Election Support.

April 1st, 2025, Municipal Primary Election Support

Rental & Delivery of 5 DS200 Units

- Includes seals, and paper roll for DS200 unit

Election Technician Support

- L&A Support, Election Day Support, Post Election Day Support

ElectionWare Coding and Support

Total - \$13,825.00

April 22nd, 2025, Municipal Primary Runoff Election Support

Rental & Delivery of 5 DS200 Units

- Includes seals, and paper roll for DS200 unit

Election Technician Support

- L&A Support, Election Day Support, Post Election Day Support

ElectionWare Coding and Support

Total - \$12,165.00

June 3rd, 2025, Municipal General Election Support

Rental & Delivery of 5 DS200 Units

- Includes seals, and paper roll for DS200 unit

Election Technician Support

- L&A Support, Election Day Support, Post Election Day Support

ElectionWare Coding and Support

Total - \$13,825.00

Election Day Ballots - \$0.29/each

Absentee Ballots - \$0.36/each

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.
4. Any applicable sales taxes have not been included in pricing and are the responsibility of the customer.

"Maintaining Voter Confidence. Enhancing the Voting Experience."



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Bill Lowe'.

Bill Lowe
Election Systems & Software
102 Business Park Drive Suite G
Ridgeland, MS 39157
Phone – 601-922-2476
Fax – 601-922-8475

Election Official Approval



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: February 18, 2025
PAGE: 1

SUBJECT:

Requesting permission to apply for the 2025 Hazardous Materials Emergency Preparedness Grant from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in joint effort with Oktibbeha County EMA. The amount of this grant is \$20,321.82, with 80/20 match. The equipment for this grant will be purchased upfront and SFD will be reimbursed 80%. This grant will be used for 4 - Kenwood Radios, 10 - MSA Masks, 10 - MSA Adapter Assemblies, 10- MSA Advantage Cartridges, 1 - Fire Isolator Blanket, and 2 - Gas Detection Monitors. The grant match is \$4,064.36.

AMOUNT & SOURCE OF FUNDING

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Dewayne Davis,
Interim Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-418-5733

SUGGESTED MOTION:

Move for approval to apply for the 2025 Hazardous Materials Emergency Preparedness Grant from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in joint effort with Oktibbeha County EMA. The amount of this grant is \$20,321.82, with 80/20 match. The equipment for this grant will be purchased upfront and SFD will be reimbursed 80%. This grant will be used for 4 - Kenwood Radios, 10 - MSA Masks, 10 - MSA Adapter Assemblies, 10- MSA Advantage Cartridges, 1 - Fire Isolator Blanket, and 2 - Gas Detection Monitors. The grant match is \$4,064.36.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 18, 2025
Page: 1

SUBJECT:

Request authorization to transition Edtron Taylor to a full time Sanitation Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Edtron Taylor - Annual Salary: \$34,840.00 (\$16.75 per hour, based on 2,080 hours annually)

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jaylin Davis. Edtron Taylor, hired as a seasonal sanitation worker on October 15, 2024, has demonstrated strong performance in the role. As a result, he is being transitioned to a full-time sanitation worker position.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to transition Edtron Taylor to a full time Sanitation Worker in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 18, 2025
Page: 1

SUBJECT:

Request approval to hire Johannah Owusu and Joshua Stockton as a Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Johannah Owusu - non-exempt salary for a Police Officer III, @ \$55,918.78 (\$25.01 per hour) based on 2236 hours per year.

Joshua Stockton - non-exempt salary for a Police Officer III, @ \$55,918.78 (\$25.01 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

These are replacement positions that were previously held by Princeton Henderson and Shakira Johnson who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Johannah Owusu and Joshua Stockton as a Police Officers in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 18, 2025
Page: 1

SUBJECT:

Request authorization to hire Alan Kachelman as a Utilities Analyst / GIS Analyst in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Salary of \$73,000.00 (\$35.10 per hour) based on 2080 hours.

FISCAL NOTE:

This is a full-time, temporary position with a term of employment lasting up to two (2) years. Funds are included in the fiscal year 2024/25 budget.

40% of pay – Acct: 903.00 Electric Expense, and 60% of pay – Acct: 146.10 Due from the Water Dept.

AUTHORIZATION HISTORY:

We are proposing the temporary hire of a Utilities Analyst / GIS Analyst to support the billing department and assist in identifying and resolving metering and billing issues for a period of up to two years. This temporary role is crucial to ensuring operational efficiency, timely and accurate billing, and addressing technical challenges related to our metering system.

The billing department is currently facing a significant increase in workload due to the rising volume of meter data and manual processes integrated in the new utilities' software platform.

The GIS Analyst will be responsible for accurately identifying meter accuracy, communication or billing issues, identifying problem areas, and supporting the team in resolving technical metering and billing related issues more quickly and effectively.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Alan Kachelman as a Utilities Analyst / GIS Analyst in the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 2/18/2025
PAGE: 1 of 3**

SUBJECT: Request approval of renewal of CivicReady mass communications system, including NOAA weather alerts for the yearly cost of \$16,631.57

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This is a price increase from \$13,859.64 per year

STAFF RECOMMENDATION: Staff recommends approval.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-90565-1

1/7/2025 10:15 AM

STARKVILLE CITY,
MISSISSIPPI

QTY	Product Name	DESCRIPTION
1.00	NOAA Weather Integration Renewal	Integration with NOAA weather, distribute urgent news, instructions, and mandates via the NOAA network.
1.00	CivicReady Core - Mass Communications Renewal	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products
Annual Recurring Services - Initial Term		USD 16,631.57
Annual Recurring Services - (Subject to Uplift)		USD 16,631.57

1. This renewal Statement of Work ("SOW") is between City of Starkville, MS ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 3/13/2025 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

1/8/2025

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving the Native Seed Source of Supply quotes from Prairie Moon Nursery, Roundstone Native Seed Company, and Native American Seed in the amount of \$12,129.76 for delivery to the Parks department.

SUMMARY:

This project encompasses planting a designated mix of regionally native wildflower seeds at two detention basins in Cornerstone Park, covering 15,000 square yards (approximately 3 acres). The perennial wildflowers and grasses are the first step in an effort to eliminate an estimated \$22,000 per year in mowing costs of the existing grassed area. This quote covers delivery of a total of 126 pounds of seeds to Starkville.

Funding Source: 1% 2% Park Fund

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Doug Heflin

FOR MORE INFORMATION CONTACT:

Doug Heflin @ 662-323-2294 or dheflin@sportsfacilities.com

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

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

SUGGESTED MOTION:

Move for approving the Native Seed Source of Supply quotes from Prairie Moon Nursery, Roundstone Native Seed, and Native American Seed in the amount of \$12,129.76 for delivery to the Parks department.



ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

24065 - Cornerstone Park Wildflower Seed Planting

Quote Tabulation - January 27, 2025

Details: Covers Basins 1 and 2, approximately 3 acres		Consultant's Estimate		Prairie Moon Nursery		Roundstone Native Seed		Native American Seed	
Common Name	Botanical Name	Quantity	Unit	Estimated Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Little Bluestem	Schizachyrium scoparium	4.0	LBS	\$ 15.00	\$ 60.00	\$ 18.00	\$ 72.00	\$ 15.75	\$ 63.00
Purple Lovegrass	Eragrostis spectabilis	3.0	LBS	\$ 29.00	\$ 87.00	\$ 450.00	\$ 1,350.00	\$ 315.00	\$ 945.00
Sideoats grama	Bouteloua curtipendula	11.0	LBS	\$ 39.00	\$ 429.00	\$ 30.00	\$ 330.00	\$ 36.00	\$ 396.00
Lemon beebalm	Monarda citriodora	7.0	LBS	\$ 69.00	\$ 483.00	\$ 79.00	\$ 553.00	\$ 78.75	\$ 551.25
Partridge pea	Chamaecrista fasciculata	7.0	LBS	\$ 29.00	\$ 203.00	\$ 25.00	\$ 175.00	\$ 15.75	\$ 110.25
Black-eyed susan	Rudbeckia hirta	7.0	LBS	\$ 24.00	\$ 168.00	\$ 25.00	\$ 175.00	\$ 28.35	\$ 198.45
Pinkladies	Oenothera speciosa	3.0	LBS	\$ 129.00	\$ 387.00	\$ 60.00	\$ 180.00	\$ 216.00	\$ 648.00
Lance-leaved coreopsis	Coreopsis lanceolata	20.0	LBS	\$ 27.00	\$ 540.00	\$ 50.00	\$ 1,000.00	\$ 25.65	\$ 513.00
Illinois bundleflower	Desmanthus illinoensis	4.0	LBS	\$ 15.00	\$ 60.00	\$ 20.00	\$ 80.00	\$ 11.25	\$ 45.00
Swamp milkweed	Asclepias incarnata	24.0	LBS	\$ 129.00	\$ 3,096.00	\$ 150.00	\$ 3,600.00	\$ 135.00	\$ 3,240.00
Swamp sunflower	Helianthus angustifolius	17.0	LBS	\$ 89.00	\$ 1,513.00		\$ -	\$ 145.44	\$ 2,472.48
Frostweed	Verbisina virginica	7.0	LBS	\$ 299.00	\$ 2,093.00		\$ -	\$ 256.50	\$ 1,795.50
Foxglove beardtongue	Penstemon digitalis	3.0	LBS	\$ 89.00	\$ 267.00	\$ 90.00	\$ 270.00	\$ 112.50	\$ 337.50
Prairie spiderwort	Tradescantia occidentalis	4.0	LBS	\$ 800.00	\$ 3,200.00	\$ 135.00	\$ 540.00	\$ 315.00	\$ 1,260.00
Ironweed	Vernonia gigantea	3.0	LBS	\$ 120.00	\$ 360.00	\$ 120.00	\$ 360.00	\$ 121.50	\$ 364.50
Prairie blazing star	Liatris pycnostachya	2.0	LBS	\$ 240.00	\$ 480.00	\$ 250.00	\$ 500.00	\$ 180.00	\$ 360.00
Freight, if separate		1	EA			\$ 356.80	\$ 356.80	\$ 340.00	\$ 340.00

Total Weight	126.0 LBS
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Total Order Cost	\$ 12,120.76
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Streets
AGENDA DATE: February 18, 2025
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving the low quote from Evergreen Landscape & Management in the amount of \$10,540.00 for the planting of 17 trees at Cornerstone Park.

AMOUNT & SOURCE OF FUNDING: TVA Community Tree Contribution grant (001-197-650-350)

FISCAL NOTE: This is a 100% grant and does not require a match.

AUTHORIZATION HISTORY:

Board of Aldermen approved to accept the grant at the October 15th, 2024 Recess Meeting.

SUMMARY:

Last spring we entered into a cooperative agreement with the TVA to purchase and plant trees in different areas of the City. That agreement was for 100% funding of \$50,000.00 with no local match. 63 trees have been planted along Lynn Ln and Locksley Way. This proposal will use the remaining funds.

Funding Source: Tennessee Valley Authority Tree Planting Grant

REQUESTING DEPARTMENT: Engineering & Streets

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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

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

SUGGESTED MOTION:

Move to approve the low quote from Evergreen Landscape & Management in the amount of \$10,540.00 for the planting of 17 trees at Cornerstone Park.



230537A- Cornerstone Trees

Quote Tabulation - 2/11/25

Base Quote			Engineer's Estimate				Ambiance Landscaping		LOW QUOTE				
Line Number	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Nyssa Sylvatica"Wildfire" Black Gum (2" Caliper, B&B, 10-12' Height)(Material and Install)	17	EA	\$500.00	\$ 8,500.00	\$680.00	\$ 11,560.00	\$500.00	\$ 8,500.00	\$ 738.93	\$ 12,561.81	\$ 688.00	\$ 11,696.00
2	20 Gallon Gator bag (Material and Install)	17	EA	\$120.00	\$ 2,040.00	\$31.00	\$ 527.00	\$120.00	\$ 2,040.00	\$ 820.72	\$ 13,952.24	\$ 150.00	\$ 2,550.00
			Base Quote =		\$ 10,540.00		\$ 12,087.00		\$ 10,540.00		\$ 26,514.05		\$ 14,246.00

I certify that this is a correct tabulation of all quotes received for this Project on the date stated above.

Steph Karlson

Signature



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: February 18, 2025
PAGE: 1 of 5**

SUBJECT:

Request approval to purchase, from Comsouth Mission Critical Solutions (the lower of two quotes), a radio traffic recording system required by State Law (MS Dept of Archives & History GSM 08 05 tape recordings) and CALEA Standards. There is a one-time cost of \$10,245.00, and an option to purchase an extended factory warranty at \$1,230.17 annually after the 1-year warranty expires, and optional software update subscription at \$475.50 annually after the first year.

Second Quote:

Equature DSS Corporation: Annual Dues \$4,465.04 plus Professional Service fee \$1,750.00 the first-year and...
Annual Dues of \$4,465.04 for 10 years.

AMOUNT & SOURCE OF FUNDING:

Line Item – Software #001-201-645-420

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Sgt. Josh Wilson 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to purchase, from Comsouth Mission Critical Solutions (the lower of two quotes), a radio traffic recording system required by State Law (MS Dept of Archives & History GSM 08 05 tape recordings) and CALEA Standards. There is a one-time cost of \$10,245.00, and an option to purchase an extended factory warranty at \$1,230.17 annually after the 1-year warranty expires, and optional software update subscription at \$475.50 annually after the first year.

MISSISSIPPI DEPT OF ARCHIVES & HISTORY

State of Mississippi Local Government Records

RECORDS RETENTION SCHEDULE

Municipalities Law Enforcement

<u>SERIES #</u>	<u>TITLE</u>	<u>DESCRIPTION</u>	<u>RETENTION</u>
GSM	08 05	Dispatch	Tape Recordings

Tape recordings of calls received by dispatchers and radio Ninety (90) days. Serious communications between law enforcement personnel. incidents may warrant longer retention at the discretion of the local agency. Approved: 1/18/2000

COMSOUTH

MISSION CRITICAL SOLUTIONS

1378 North Veterans Memorial Blvd., Tupelo, MS 38804
t. 662-296-1450 f.



KENWOOD

ZETRON

QUOTE

Number TUPQ3462

Date Feb 4, 2025

Sold To

Starkville Police Department
Lt. Josh Wilson
101 East Lampkin Street
Starkville, MS 39759

Phone
Fax

Ship To

Starkville Police Department
Lt. Josh Wilson
101 East Lampkin Street
Starkville, MS 39759

Phone
Fax

Salesperson	P.O. Number	Ship Via	Terms
Jody Stringer			

Line	Qty	Model Number	Description	Unit Price	Ext. Price
1	1	NexLogEXP	Eventide NexLogEXP Recorder: 1U rack-mountable, Embedded Linux based recording appliance, Up to 8 total recording channels, 1 year recording storage, 2 Network Ports (100/1000), EXP Basic User Interface(Browse, Replay and Export), web- based configuration manager, first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Update	\$5,595.00	\$5,595.00
2	1	EXP801A-2	First 2 Analog Tapping Channels (Includes Analog tapping board)	\$1,900.00	\$1,900.00
3	1	109033-007	Quick Install Kit (23 ft Cable + "66" Block)	\$300.00	\$300.00
4	1	324957	NexLogEXP Recorder 24" Rack Mounting Rails	\$150.00	\$150.00
5	1	EXPUI8	NexLogEXP Enhanced Search, Replay, Incident Folders and Export	\$1,500.00	\$1,500.00
6	1	INSTALL	Configuration and Installation	\$800.00	\$800.00
7			The following is not required until the expiration of the 1 year warranty		
8	1	109112	Years of Extended Factory Warranty Parts Replacement (Optional)	\$1,230.17	\$1,230.17
9	1	EXPSUS-12MO	Software Update Subscription (EXPXSUS) EXP communications recording solution. Continuous EXPSUS subscription is required for access to versions and updates. Price is per 12-Month period, after the first 12 Months (Optional)	\$475.50	\$475.50

SubTotal	\$10,245.00
Tax	\$0.00
Shipping	\$0.00
Total	\$10,245.00

April 29, 2024

Starkville Police Department - 911 Communications
101 Lampkin Street Starkville MS 39759

Equature Premier Partnership Program

The premier partnership program divides the total cost of the **recording server** and **maintenance** cost over a **ten-year period**. By selecting this option, you are acknowledging a ten-year commitment to the net amount listed. Equature will continue to keep your recording server's software updated and maintained throughout the contract's lifespan.

Equature NG9-1-1 Solution Highlights

Item	Qty	Model #	Deliverable	
			Equature NG9-1-1 Capture Solution (Expansion Ready)	
1	1	EQADVSRV	Equature Advanced Server	INCLUDED
2	1	EQLD809	Equature Analog Capture Interface Card(s)	INCLUDED
3	4	EQA001 EQV001	Equature Voice & Data License • 2 Analog Compliant • 2 VoIP Compliant	INCLUDED
4	2	EQTRSC	Equature Transcription Analytics (100% Content & Summaries	INCLUDED
5	1	EQCONT	Equature Connect - Real-time video & Enhanced Location	INCLUDED
	1	MAINT	Equature Maintenance - 24x7x365 Support & Proactive Monitoring	INCLUDED

Premier Partnership Program

\$4,465.04

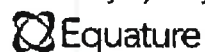
Professional Services (Installation, Quality Confirmation & Training)

\$1,750.00



Paul G. Frezza II, ENP, PMP

Public Safety Professional



A: 18311 W. Ten Mile Road, Southfield MI-48075

P: 248.281.1078 | **M:** 248.752.0115 | **F:** 248.569.6567

W: www.equature.com | **E:** pfrezza@equature.com

Equature (hereunder referred to as "PROVIDER"), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

- a) The PROVIDER agrees to provide turn-key services as outlined in the Scope of Work, including all required hardware, software, maintenance, support, warranty and monitoring to the CUSTOMER for a period of ten (10) years.
- b) CUSTOMER agrees that this purchase is a designated fully funded project with full award and payments directed to PROVIDER. PROVIDER is accepting multi-annual payments to facilitate the purchase. Under no circumstances, less than a breach of this agreement by PROVIDER, does PROVIDER forgo the amount owed and due in its entirety, at PROVIDER'S sole discretion. This agreement and its due payments are not predicated upon any changes in CUSTOMER'S organizational status, alignments, personnel changes, or any changes not defined herein. At any time that a due payment becomes late, past 30 days, PROVIDER will demand that the remaining balance is immediately paid in full.

II. PAYMENT TERMS

- a) The CUSTOMER shall make annual payments in equal installments for the entire duration of the Agreement.
- b) Payments shall be due within [30] days of the invoice date provided by the PROVIDER.
- c) The payment amount for each year will be locked in at the beginning of the Agreement and shall not be subject to any increase throughout the ten (10) year period provided the Scope of Work does not change.
- d) CUSTOMER agrees to pay the amount of \$4,465.04 (Annual Dues) plus \$1,750.00 (Professional Services Fee) due in full 30 days upon contract acceptance and \$4,465.04 annually on the anniversary of the Effective Date.
- e) The term of this Agreement shall be for ten (10) years from the Effective Date.

III. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (10 years).
- b) Charges include unlimited calls for remote support, available 24 X7, with a 4-hour response time, Equature software updates, remote access, remote alerts, all parts, and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 18, 2025
PAGE: 1 of 2**

SUBJECT:

Request approval for 13 Starkville Police Department Officers to attend free tactical training at the Gulf Coast Regional Fugitive Training Facility in Birmingham, Alabama on May 7th – 8th, 2025, with a hotel cost of \$1,200.00 for 7 double rooms.

AMOUNT & SOURCE OF FUNDING:

Police training, travel, education line item #001-201-690-5552

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Lt. Tyler Davis 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for 13 Starkville Police Department Officers to attend free tactical training at the Gulf Coast Regional Fugitive Training Facility in Birmingham, Alabama on May 7th – 8th, 2025, with a hotel cost of \$1,200.00 for 7 double rooms.



Gulf Coast Regional Fugitive Task Force Training Facility



Guest Policies

Recognizing that the Gulf Coast Regional Fugitive Task Force's (GCRFTF) office is a 24-hour, 7-day a week operational facility, we ask that guests respect the guidelines we have set for the use of our facility. These guidelines are to minimize the operational distractions use of the facility could impose upon our investigative and enforcement missions.

POLICIES

- * Training and classes will be conducted between 8:30 am and 5:00 pm, Monday through Friday, unless approved by GCRFTF management.
- * All guests will be required to limit their movement during the training day to the scheduled training area(s) and the restrooms.
- * Guests are asked to NOT enter Task Force operations areas unless escorted by a Task Force member.
- * All organizations requesting use of our facility will be required to provide a class coordinator who will be responsible for coordinating the training with the GCRFTF Training Coordinator and providing any logistical support needed for the class (i.e., hotel reservations, transportation, beverages snacks, etc.)
- * If the requesting organization has any special needs, the GCRFTF Training Coordinator will attempt to meet them in a way that does not affect our operational mission.
- * An office may be made available to guests who need computer or telephone access. In special cases, the GCRFTF may provide a private office with access to the USMS network and additional telephones for use during training hours.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: February 18, 2025
PAGE: 1 of 3**

SUBJECT:

Request approval of the receipt and the use of the City of Starkville 2025 Wireless Communication fund to purchase from Comsouth Mission Critical Solutions, (5) Kenwood Viking VP8000, Model 2 Portable Radios at \$17,529.90 and (7) Kenwood VM-5930 700-800 Mobile Radio's at \$17,212.16 for a total cost of \$34,742.06.

The Portable Radios and Mobile Radios are sole source and compatible with the existing system.

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

2025 Wireless Communication Fund
Line Item #0001-000-254-100

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval of the receipt and the use of the City of Starkville 2025 Wireless Communication fund to purchase from Comsouth Mission Critical Solutions, (5) Kenwood Viking VP8000, Model 2 Portable Radios at \$17,529.90 and (7) Kenwood VM-5930 700-800 Mobile Radio's at \$17,212.16 for a total cost of \$34,742.06.

The Portable Radios and Mobile Radios are sole source and compatible with the existing system.

COMSOUTH

MISSION CRITICAL SOLUTIONS

1378 North Veterans Memorial Blvd., Tupelo, MS 38804
t. 662-296-1450 f.



KENWOOD
ZETRON

QUOTE

Number TUPQ3417
Date Dec 3, 2024

Sold To Starkville Police Department 101 East Lampkin Street Starkville, MS 39759 Phone Fax
--

Ship To Starkville Police Department 101 East Lampkin Street Starkville, MS 39759 Phone Fax
--

Salesperson	P.O. Number	Ship Via	Terms
Jody Stringer			

Line	Qty	Model Number	Description	Unit Price	Ext. Price
1	7	VM5930BF	Kenwood VM-5930 700/800 Mobile Radio	\$1,657.50	\$11,602.50
2		8322000002	P25 Conventional	\$0.00	\$0.00
3		8322000005	P25 Phase I Digital Trunking	\$0.00	\$0.00
4		8322000006	P25 Phase II TDMA Operation	\$308.75	\$2,161.25
5		8326000006	1024 Channel Capable	\$0.00	\$0.00
6		8323000005	ARC4 Encryption (ADP Compatible)	\$0.00	\$0.00
7		KCH-19VM	Single Control Head	\$142.16	\$995.12
8		KMC-65M	Standard Microphone	\$41.28	\$288.96
9		KCT-23M	Standard DC Power Cable	\$31.01	\$217.07
10		KMB-33M	Standard Mounting Bracket	\$11.18	\$78.26
11		5010012020	Low Profile 700 MHz Antenna Kit	\$68.00	\$476.00
12		MSWINPRG	MSWIN Programming	\$35.00	\$245.00
13	7	425-6625	Jottodesk Faceplate for Kenwood 5000 Series Mobile	\$39.00	\$273.00
14	7	INSTALL	Installation	\$125.00	\$875.00

SubTotal	\$17,212.16
Tax	\$0.00
Shipping	\$0.00
Total	\$17,212.16

COMSOUTH

MISSION CRITICAL SOLUTIONS

1378 North Veterans Memorial Blvd., Tupelo, MS 38804
t. 662-296-1450 f.



KENWOOD
ZETRON.

QUOTE

Number TUPQ3378-01

Date Jan 23, 2025

Sold To	
Starkville Police Department Sgt. George Coleman 101 East Lampkin Street Starkville, MS 39759	
Phone	
Fax	

Ship To	
Starkville Police Department Sgt. George Coleman 101 East Lampkin Street Starkville, MS 39759	
Phone	
Fax	

Salesperson	P.O. Number	Ship Via	Terms
Jody Stringer			

Line	Qty	Model Number	Description	Unit Price	Ext. Price
1	5	VP8000BKF2	Kenwood Viking VP8000, Model 2 Portable Radio	\$1,718.50	\$8,592.50
2	5	832VP8000-7800	700/800 Frequency Band Option	\$500.50	\$2,502.50
3	5	8322000002	P25 Conventional	\$290.50	\$1,452.50
4	5	8322000005	P25 Phase I Digital Trunking	\$101.50	\$507.50
5	5	8322000006	P25 Phase II TDMA Operation	\$332.50	\$1,662.50
6	5	8326000025	Bluetooth Option	\$0.00	\$0.00
7	5	8325000003	GPS Operation	\$84.00	\$420.00
8	5	8326000028	Instant Recording Replay	\$84.00	\$420.00
9	5	KNB-L11X	Li-Ion 3900 mAh (L11 High Capacity)	\$153.48	\$767.40
10	5	KRA-36	700/800 MHz Stubby Antenna	\$21.35	\$106.75
11	5	KMC-70M	Kenwood Remote Speaker Microphone	\$110.81	\$554.05
12	5	KSC-52BK	Rapid Rate Desktop Charger	\$73.84	\$369.20
13	5	MSWINPRG	MSWIN Programming	\$35.00	\$175.00

SubTotal	\$17,529.90
Tax	\$0.00
Shipping	\$0.00
Total	\$17,529.90



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 18, 2025
PAGE: 1 of 3**

SUBJECT:

Request approval to purchase from Kirk Auto Group (the lesser of two quotes) at a cost of \$72,300.00, a new 2024 Chevy Tahoe – PPV (Police Pursuit Vehicle) which is a specialty built K9 SUV, according to the attached quote. Payment of the K9 vehicle through the State Forfeited Funds line item #001-000-334-126

Kirk Auto Group ----- \$72,300.00
Pine Belt Auto Group --- \$72,595.00

AMOUNT & SOURCE OF FUNDING:

STATE FORFEITED FUNDS LINE ITEM #001-000-334-126

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Lt. Tyler Davis 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to purchase from Kirk Auto Group (the lesser of two quotes) at a cost of \$72,300.00, a new 2024 Chevy Tahoe – PPV (Police Pursuit Vehicle) which is a specialty built K9 SUV, according to the attached quote. Payment of the K9 vehicle through the State Forfeited Funds line item #001-000-334-126

KIRK AUTO GROUP

GRENADA, MS



COMMERCIAL SALES DEPARTMENT

2024 CHEVY TAHOE- PPV

Base price

5.3I V8

6-SPD AUTOMATIC 65RFE TRANS

220 A ALT. 800AMP BATTERY

HD SEVERE SERVICE PACKAGE

6J4 wiring horn and siren circuit

DRIVER SIDE SPOTLIGHT

40/20/40 Cloth seats with factory console

MONOTONE PAINT CHOICE- WHITE

FRONT AND REAR FEDERAL SIGNAL INTERIOR ALL LED LIGHTBARS

HAVIS COMPUTER STAND

K9 KENNEL WITH FULL ELECTRONICS

JOTTO DESK CONSOLE W/ PRINTER SPECIFIED BY CITY

INSTALLATION OF RADIO AND MODEM AS SUPPLIED BY CITY

INSTALLATION OF SPD WRAP TO MATCH PATROL UNITS WITH K9 ADDITIONS

HAMMERHEAD PUSH BUMPER W/ LIGHTING

6J3 Wiring grille lamps and siren speakers

TOTAL PRICE

\$ 72,300.00

CALL OR SEE: WES HERRING

WES-601-503-4534

wes@kirkautomotive.com

COMMERCIAL SALES DEPARTMENT

PINE BELT

AUTO GROUP



2024 TAHOE PPV

5.3L V8
Auto Trans
Driver Side Spotlight
220A ALT
800AMP Batt
Traction Control
Remote keyless entry
Power Seat
Electronic Stability Control
Cloth 40/20/40
Factory Console
Dome Light, Front, Interior, Red/White
Wiring, Horn & Siren Circuit
Wiring Grille Lamps/Siren Speaker

Interior Front/Rear Light Bars

Havis Computer Stand, K9 Kennel Kit, Jotto Desk Console With Printer,
Install Radio and Modem, Decal Wrap, Hammerhead Push Bumper W/T Lights

TOTAL: \$72,595.00

Ritchie Bearden
662-360-8590 CELL
rbearden@pinebeltmotors.com



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 02.18.2025
PAGE: 1

SUBJECT: Approval of low quote from G&L Tank Sandblasting and Coatings, LLC for new logos on the Bluefield Water Tank in the amount of \$40,000.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This work will remove the older logos on the water tank and replace with new logos. The amounts for two quotes received are listed below.

G&L Tank Sandblasting and Coatings, LLC	\$40,000.00
Utility Service Co., Inc.	\$55,373.00

SUGGESTED MOTION:

Move approval of low quote from G&L Tank Sandblasting and Coatings, LLC for new logos on the Bluefield Water Tank in the amount of \$40,000.00.



2101 Hwy 64 W, Shelbyville, TN 37160 | 931-735-6600 | gltankcoating1986@gmail.com

January 8, 2025

**Starkville (MS) Utilities
Application of Logos (Bluefield Tank)**

To Whom It May Concern:

G & L Tank Sandblasting and Coatings, LLC is submitting pricing for the application of new logos on the 500,000 Gallon Elevated Water Tank (Bluefield Tank), which is located in Starkville, MS.

The tank would need to be drained and removed from service for the scope of work to be completed, so that tank condensation does not interfere with the surface preparation and/or application of the coating. In addition, the pressure washing will be completed with low pressure and a fan tip, taking care not to damage the existing coating. However, G & L Tank Sandblasting and Coatings, LLC will not be responsible for any damage to the existing coating applied by a different contractor. In regards to the new logos, there will be logo renderings prepared and submitted for approval. The location of the two (2) new logos will be determined by Starkville Utilities.

The scope of work includes: providing all labor, equipment, and materials.

Scope of Work:

- Surface Preparation: The exterior area above the balcony will be fully pressure washed with low pressure and a fan tip. Once the pressure washing is complete, the area above the balcony to the upper knuckle shall be power tool cleaned (*scarified – pole sanded*) per SSPC-SP7.
- Primer Coat: (*applied to 100% of sidewall surfaces*)
 - One (1) Coat of Sherwin Williams Series 5500
- Finish Coat: (*applied to 100% of sidewall surfaces*)
 - One (1) Coat of Sherwin Williams 218 HS
- Logos: (*1 Starkville Utilities Logo and 1 City of Starkville Logo*)
 - One (1) Coat of Sherwin Williams 218 HS

TOTAL COST: \$40,000.00 (Forty Thousand Dollars)

Please let me know if you have any additional questions.

Regards,

Isai Gomez

Isai Gomez, Owner
G & L Tank Sandblasting and Coatings, LLC

(Note: The above pricing will expire 60 days after the date of the quote.)



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **12/13/24**

Submitted by: **Tracy Fearnley**



Local Phone: (901) 616-2240

SFID: **121864**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): The City of Starkville, MS			Phone Number: (662) 324-4011		Fax Number:	
Street Address: 101 Lampkin St			Description of Work to be Performed: Exterior Renovation			
City: Starkville		State: MS	Zip Code: 39759	Asset Name: Bluefield Road Tank		
Accounts Payable Contact Name: Sean Johnson	Email: sjohnson@starkvilleutilities.com			Job Site Address: 1590 Bluefield Rd Starkville, MS 39760		
Job Contact (Inspection Reports): Mary Williams	Email: mwilliams@starkvilleutilities.com			County / Parish: Oktibbeha	Asset Size: 500 KG-E	
					Asset Style: Elevated	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Fifty Five Thousand Three Hundred Seventy Three-----00 /100 Dollars \$ 55,373.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Patricia W. Day

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☒ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Steel Tank Exterior Renovation

Exterior Renovation

- 1. The exterior above the balcony shall be fully pressure washed.**
- 2. The areas above the balcony and up to the knuckle shall be power tool cleaned per SSPC-SP#7 scarified - pole sanded.**
- 3. All areas will be overcoated with two coats to block out the existing logos.**
- 4. One (1) full intermediate coat of a compatible Series 5500 coating shall be applied to 100% of sidewall surfaces.**
- 5. One (1) full finish coat of a compatible 218 HS Series coating shall be applied to 100% of sidewall surfaces.**
- 6. Install two (2) new LOGOS on the tank. (Starkville Utilities and Historic Starkville) A date shall be coordinated to complete the work. The LOGO art work must be confirmed on the approved mock-up signature for each logo and the new locations for each logo will be confirmed.**



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work Continued

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Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 02.18.2025
PAGE: 1 of 3

SUBJECT: Approval of low quote from Chambers Services, LLC for insertion valve installation at USDA building in the amount of \$7,950.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This work will install an insertion valve in the water line which serves the USDA building so this line can be isolated to perform work. The amounts for two quotes received are listed below.

Chambers Services, LLC	\$7,950.00
Consolidated Pipe & Supply	\$8,000.00

SUGGESTED MOTION:

Move approval of low quote from Chambers Services, LLC for insertion valve installation at USDA building in the amount of \$7,950.00.



QUOTATION

Quotation Number **S171390**
Version Number **2**
Quotation Date **02/10/2025**

JOB NAME **WATER**

SALE SITE
CONSOLIDATED PIPE & SUPPLY
2505 MATTOX STREET
TUPELO, MS 38801-6567
PHONE: 662-841-1270

SHIP TO
STARKVILLE UTILITIES
STARKVILLE, MS 39759, USA

Ship Via Best Way
Delivery Terms To Be Determined
Payment Terms Net 30 Days

Last Communication 02/10/2025
Expiration Date 03/10/2025
Written By Daniel Smith
Customer RFQ
Customer Number MS0311473L
Requested By ZACH
Sales Rep Daniel Smith

SOLD TO
STARKVILLE UTILITIES
WATER DEPT
605 DR MLK JR DR E
STARKVILLE, MS 39759, USA

SALES

Line	CPS Part No Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	263475		1.00	EA	\$8,000.00	\$8,000.00
1.1	, CPS, VALVE INSERTION SERVICE, ,					

Subtotal Amount	\$8,000.00
Tax Amount	\$0.00
Total	\$8,000.00

ESTIMATE

Chambers Services LLC
P.O. Box 139
Ackerman, MS 39735

chambersservices93@gmail.com
+1 (662) 312-8165



Bill to
Starkville Utilities

Estimate details
Estimate no.: 1117
Estimate date: 02/10/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		6" Hydra-stop insertion valve	Ductile iron\C900 O.D. 6.90" +/- 0.15" I.D. 5.75"+	1	\$7,950.00	\$7,950.00
2.		Insertion Valve Disclaimer	Customer to verify pipe outside diameter and pipe type prior to install. A \$2500.00 turn around charge will be billed if the pipe is a different size than originally stated prior to crew arrival. Price does not include excavation of the area. Excavate an area 6 feet by 6 feet for install with a depth of 6 inches excavated under the pipe to allow for install. Pipe that valve is to be installed on should be clean and smooth to allow for a good seal. A rate of \$250.00 per hour will be billed for standby time if the area is not excavated and ready for install upon crew arrival.		\$0.00	\$0.00

Total \$7,950.00

Note to customer

7% ms sales tax will be applied if tax exemption proof is not provided.

Accepted date Accepted by



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 02.18.2025
PAGE: 1

SUBJECT: Approval of Task Order No. 2 with Cassady Company, Inc. to provide engineering services for the Trim Cane Lift Station Evaluation.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

The Cassady Company has been selected to provide engineering services for the Trim Cane Lift Station Evaluation.

SUGGESTED MOTION:

Move approval of Task Order No. 2 with Cassady Company, Inc. to provide engineering services for the Trim Cane Lift Station Evaluation.



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

February 5, 2025

Ms. Mary Williams, P.E.
Engineering Manager
Starkville Utilities
605 Martin Luther King, Jr. Drive East
Starkville, Mississippi 39759

Re: **Professional Engineering Services**
Task Order Directive No. 2
Trim Case Sewer Pump Station Assessment

Dear Mary:

The Cassady Company, Inc., is pleased to provide Professional Engineering Services for capacity assessment of the existing Trim Case Sewer Pump Station as Task Order No. 2 of our Master Agreement with Starkville Utilities dated September 25, 2024. At a minimum, we propose a review of the Trim Case Sewer Pump Station as follows:

1. **Data Collection and Review:** Request and review any data available from Starkville Utilities including, but not limited to, as-built drawings of pump station and force main, pump curves for currently installed pumps, pump runtime data from SCADA, and upstream SSOs within the pump station drainage basin. As part of the data collection, an on-site pump performance test will be conducted to confirm the current pumping rate.
2. **Capacity Evaluation:** Based on provided data, estimate average and peak existing sewer flows. Evaluate the capacity of the existing pump station and force main to determine its ability to handle existing sewer flows and future flows (if additional capacity is available). Starkville has indicated that they would like the adjacent lagoon (currently used for overflows) to be considered as part of the capacity evaluation. For consideration, the shape and volume of this existing lagoon is needed for estimation of available capacity. If drawings of this lagoon are not available, a topographical survey (see survey note below) will be required for an additional fee.
3. **Engineering Report:** Provide an Engineering Report summarizing data, calculations, evaluation, and any recommended improvements.

Ms. Mary Williams
Engineering Manager
Starkville Utilities
February 5, 2025
Page Two

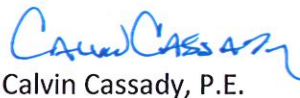
Compensation for the Scope of Work, as described herein, will be based on our hourly billing rates (2025 rates attached) with a not to exceed the amount of \$10,000.00. If required, a topographical survey of the lagoon area which includes a perimeter survey to the tree line, spot shots of the lagoon bottom, and inverts of any existing infrastructure for capacity estimation can be provided for an additional fee of \$5,000.

Note: This survey fee does not include a property boundary survey, hydrographic survey, a bathymetric survey or use of any specialized survey equipment needed for accurate detailed underwater topography. However, a detailed hydrographic survey can be provided upon request for an additional fee.

We look forward to working with you on this project. Should you have any questions or concerns, please contact our office at your convenience.

Sincerely yours,

THE CASSADY COMPANY, INC.



Calvin Cassady, P.E.

JCC/ALH/kap

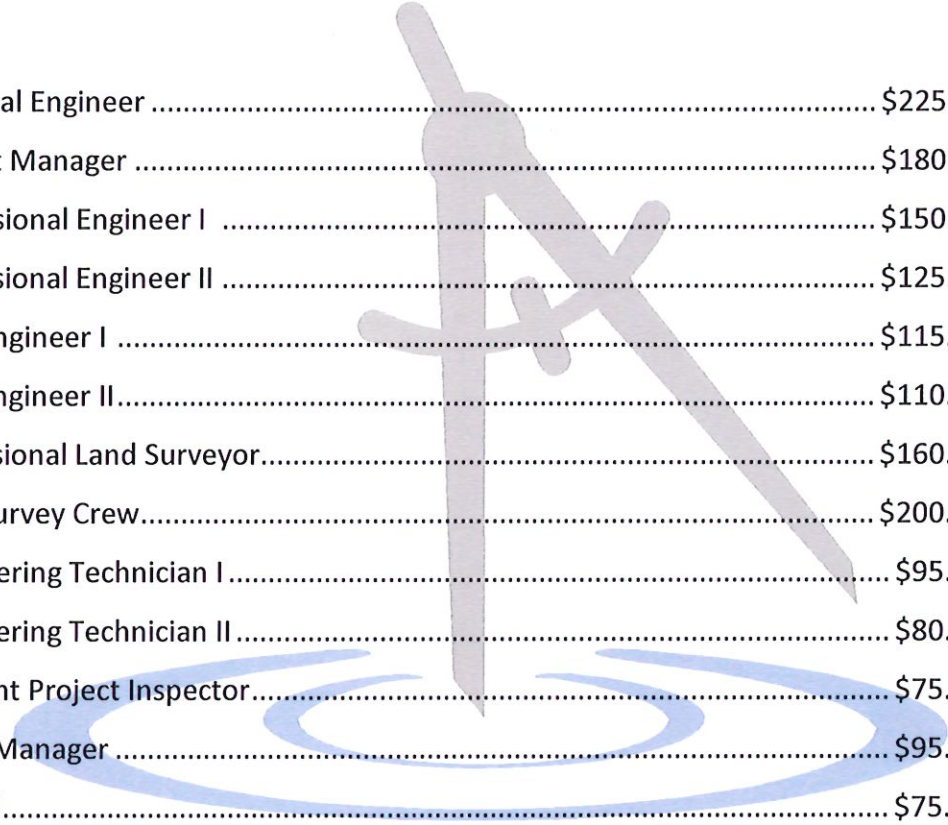
Enclosure: 2025 Hourly Rate Schedule

cc: File No. 25-101

THE CASSADY COMPANY, INC.

4700 Highway 69 North
Northport, Alabama 35473
Phone: (205) 330-0098
Fax: (205) 330-0099

Rate Schedule



Principal Engineer	\$225.00/hour
Project Manager	\$180.00/hour
Professional Engineer I	\$150.00/hour
Professional Engineer II	\$125.00/hour
Staff Engineer I	\$115.00/hour
Staff Engineer II.....	\$110.00/hour
Professional Land Surveyor.....	\$160.00/hour
Field Survey Crew.....	\$200.00/hour
Engineering Technician I	\$95.00/hour
Engineering Technician II	\$80.00/hour
Resident Project Inspector.....	\$75.00/hour
Office Manager	\$95.00/hour
Clerical.....	\$75.00/hour
Mileage	\$0.70/mile

Fifteen percent (15%) overhead will be added to all sub-consultant fees and miscellaneous expenses.

These rates apply through December 31, 2025.



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 02.18.2025
PAGE: 1

SUBJECT: Request approval of accepting the low quote from Consolidated Pipe & Supply in the amount of \$11,400.00 for two 6" water meters.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

The amounts for two quotes received are listed below.

Consolidated Pipe & Supply	\$11,400.00
Central Pipe Supply, Inc.	\$12,222.16

SUGGESTED MOTION:

Move approval of accepting the low quote from Consolidated Pipe & Supply in the amount of \$11,400.00 for 6" water meters.



QUOTATION

Quotation Number **S171574**
Version Number **1**
Quotation Date **02/11/2025**

JOB NAME 6" MACH 10 METER 18" LAY QUOTE

SALE SITE

CONSOLIDATED PIPE & SUPPLY
2505 MATTOX STREET
TUPELO, MS 38801-6567
PHONE: 662-841-1270

SHIP TO

STARKVILLE UTILITIES
STARKVILLE, MS 39759, USA

Last Communication

Expiration Date 03/11/2025
Written By Peyton Puckett
Customer RFQ
Customer Number MS0311473L
Requested By Zach
Sales Rep Daniel Smith

SOLD TO

STARKVILLE UTILITIES
WATER DEPT
605 DR MLK JR DR E
STARKVILLE, MS 39759, USA

Ship Via Best Way
Delivery Terms To Be Determined
Payment Terms Net 30 Days

SALES

Line	CPS Part No Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	23-0600-00005		2.00	EA	\$5,700.00	\$11,400.00
1.1	6 NEPTUNE MACH 10 EU3E1G1SG72 W/ NICOR ULTRASONIC METER 18"					

Subtotal Amount	\$11,400.00
Tax Amount	\$0.00
Total	\$11,400.00



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/24/2025	S100402466
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

STARKVILLE UTILITIES
PO BOX 927
ACCOUNTS PAYABLE
STARKVILLE, MS 39759-2201

STARKVILLE UTILITIES
605 DR MLK JR DRIVE EAST
STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER	SALESPERSON	
6294					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CAMERON DILMORE			NET 30 DAYS	02/10/2025	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
2ea	6" X 24" BADGER G2 BRONZE E-SERIES METER, USG, W/ TWIST TIGHT CONNECTOR, 5' FT LEAD W/ FIRE SERVICE ADDED OPTION Pn: 58958			6082.650/ea	12165.30
2ea	#69583-001 BADGER JUMPER HARNESS, METER SIDE TWIST TIGHT X ENDPOINT NICOR CONNECTOR Pn: 66248			28.430/ea	56.86
Tax not included. Pricing subject to change due to volatility in the marketplace.				Subtotal	12222.16
				S&H Charges	0.00
				Amount Due	12222.16



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

AGENDA DATE: 02.18.2025
PAGE: 1

SUBJECT: Request authorization of Work Order Amendment #1 with Garver, LLC for the design and bid phase services related to the Clarifier Rehabilitation project.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This work order amendment will add services related to the Clarifier Rehabilitation project to the existing Work Order #1 which covers services related to the Headworks Improvements project. The work related to the clarifiers will be designed and bid in conjunction with the headworks and be included in one construction contract.

SUGGESTED MOTION:

Move approval of Work Order Amendment #1 with Garver, LLC for the design and bid phase services related to the Clarifier Rehabilitation project.



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6454
www.GarverUSA.com

STARKVILLE UTILITIES

ERNEST E. JONES WWTP – SECONDARY CLARIFICATION IMPROVEMENTS (AMENDMENT TO EXISTING HEADWORKS IMPROVEMENTS TASK ORDER) DETAILED DESIGN AND BIDDING SERVICES

EXHIBIT A – SCOPE OF SERVICES

General

Generally, the Scope of Services includes professional services for the design and bidding effort for improvements to the existing secondary clarification process at the Starkville Utilities (OWNER) Ernest E. Jones Wastewater Treatment Plant (WWTP). Specifically, this project will include rehabilitation of the existing secondary clarifiers through replacement of the existing mechanism, weirs and baffles, installation of density current baffles, minor structural rehabilitation, and replacement of the return sludge (RAS) pumps.

This task order is an amendment to the existing task order for the headworks improvements project. The drawings and specifications specific to the rehabilitation of the secondary clarification process will be developed concurrently and combined with the drawings and specifications for the headworks improvements, for a single bid phase and subsequent construction effort. The following tasks are intended to generally describe the additional effort attributable to including the rehabilitation of the secondary clarification facilities as part of the ongoing headworks improvements project.

Task 1 – Surveys

GARVER will conduct surveying for the project field verification of hydraulic structures, including survey of critical top of concrete, invert, and other hydraulic control structure elevations.

Task 2 – Preliminary Design Phase Services

The Preliminary Design phase will represent approximately 50 percent of final construction documents with a submittal to include preliminary plans, major equipment specifications, and an Opinion of Probable Construction Cost (OPCC) estimate. This submittal will not include a preliminary design report or “front end” contract documents. These documents will be combined with the preliminary design documents detailing the headworks improvements project, for a single deliverable package to the OWNER. OWNER comments will be discussed at the Preliminary Design Workshop.

Specifically, GARVER shall complete the following efforts as part of the Preliminary Design Phase:

- 2.1. GARVER will prepare for and conduct project meetings to include:
 - a. GARVER will conduct one (1) Project Kick-Off Meeting to discuss elements specific to rehabilitation of the secondary clarification process. This effort will include meeting minutes that document project goals and objectives, discussions and action items identified during the meeting specific to the secondary clarification improvements.

- b. Following the Project Kick-Off Meeting, GARVER will conduct one field investigation to visually inspect existing facilities to compare with available record drawing information and to meet with operations and maintenance staff.

2.2. Preliminary Design Drawings

- a. GARVER anticipates the preliminary design drawings will include the following:
 - (i.) Demolition Details
 - (ii.) Preliminary Process and Instrumentation Diagrams (P&IDs)
 - (iii.) Preliminary layouts of the proposed improvements to include major structures, facilities, and process equipment
 - (iv.) Preliminary Electrical One-Line Diagrams
 - (v.) Power Plans

2.3. Preliminary Design OPCC

- a. GARVER will prepare an OPCC based on information obtained during the preliminary design phase. For preliminary design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate is -10 percent to +25 percent of the estimated construction cost. This accuracy level will be adjusted based on the detail of the preliminary design documents. The OPCC will be presented as part of the Preliminary Design Review Workshop.

2.4. Preliminary Design Review Workshop

- a. GARVER will incorporate content and details specific to the secondary clarification improvements into the Preliminary Design Review Workshop (that is included as part of the headworks improvements project) for discussion to include:
 - (i.) Review and refinement of process design criteria.
 - (ii.) Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
 - (iii.) Review and refinement of preliminary electrical one-line drawings.
 - (iv.) Review and refinement of preliminary facility layouts.
 - (v.) Review of proposed construction sequencing to identify any potential operational conflicts or interruptions that may occur during construction.
 - (vi.) Review of proposed process control parameters and facility provisions for necessary operational and maintenance practices.
 - (vii.) Present Preliminary Design OPCC.

2.5. Preliminary Design Deliverables

- a. Elements of the preliminary design effort specific to the secondary clarification rehabilitation will be incorporated into the preliminary design deliverable of the ongoing headworks improvements project. The following preliminary design deliverables will be provided to OWNER:
 - (i.) Electronic (PDF) and three (3) hard copies of the draft Preliminary Design Drawings and technical specifications (major equipment only).
 - (ii.) Electronic (PDF) copies of the Preliminary Design Workshop meeting minutes including the workshop presentation and OPCC.

Task 3 – Final Design Phase Services

The Final Design phase is anticipated to have two (2) major submittals: 90 percent, and 100 percent. At each submittal, an OPCC will be prepared with an appropriate bidding contingency and escalation to mid-point of construction based upon the level of design.

Specifically, GARVER will complete the following efforts as part of the Final Design phase:

3.1. Drawings and Specifications

- a. Based upon the results of the approved Preliminary Design by the OWNER, GARVER will develop plans, specifications, and front-end documents as part of the Final Design effort for a single construction contract. Multiple design scenarios or bid packages are not included as part of this level of effort.
- b. Specifications will be prepared in general conformance with the fifty-division format of the Construction Specifications Institute. The specifications will include OWNER's standard front-end documents.

3.2. Final Design OPCC

- a. GARVER will prepare updates to the OPCC based on information obtained and developed during the Final Design phase. For Final Design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate for 90 percent design stage is - 5 percent and + 15 percent. The OPCC estimate update will be presented the Final Design Review Workshops.

3.3. Final Design Review Workshop

- a. GARVER will incorporate content and details specific to the secondary clarification improvements into Final Design Review Workshop that is included as part of the headworks improvements project.

3.4. Contract Documents

- a. The Contract Documents represent bid-ready design drawings and specifications, signed and sealed. GARVER will combine drawings and specifications with OWNER's standard front-end documents and any other information as required by OWNER to competitively bid the work and to create a Contract Documents package.

3.5. Final Design Deliverables

- a. The following final design deliverables will be provided to the OWNER:
 - (i.) Electronic (PDF) and three (3) hard copies of the draft 90% Design Documents (half-size drawings, front ends, and technical specifications).
 - (ii.) Electronic (PDF) copies of the 90% Final Design Workshop meeting minutes including the workshop presentation and OPCC.
 - (iii.) Electronic (PDF) and three (3) hard copies of the final, bid-ready 100% Design Documents (half-size drawings, front ends, and technical specifications).

Task 4 – Bid Phase Services

Bid Phase Services are currently included as part of the headworks improvements project. Specific to the secondary clarification rehabilitation effort, GARVER will provide the following additional services to the OWNER during the bid phase:

4.1. Bidding Assistance

- a. In addition to the bid phase services included as part of the headworks improvements project, GARVER will:
 - (i.) Support the Contract Documents by preparing addenda, as appropriate, for elements of the secondary clarification rehabilitation effort.
 - (ii.) Incorporate details of the secondary clarification rehabilitation effort into conformed documents for the convenience of the Contractor.

Task 5 – Construction Phase Services

Construction Phase Services will be developed and included as part of a future Task Order upon completion of the Final Design Phase Services task.

Extra Work

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

1. Construction phase services.
2. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Design or planning for facilities beyond the scope of this project, as detailed herein.
4. Contractor prequalification (the bid documents will include a Qualification Statement that the bidders will be required to submit along with their bid).
5. Submittals or deliverables in addition to those listed herein.
6. Meetings and/or Workshops in addition to those listed herein.
7. Environmental services.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to MDEQ.

9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Floodplain delineation, hydraulic/hydrology analysis, No-Rise Certification and/or coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
11. Operations and Maintenance Manual.
12. Modification of clarifier structures.
13. Testing and quantification of structural rehabilitation work.

Compensation

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

Phase Description	Amount	Basis of Compensation
Task 1 – Survey	\$10,000	Lump Sum
Task 2 – Preliminary Design Phase Services	\$138,300	Hourly, NTE
Task 3 – Final Design Phase Services	\$217,400	Hourly, NTE
Task 4 – Bid Phase Services	\$12,700	Hourly, NTE
Task 5 – Construction Phase Services	TBD	-
Total Amount	\$378,400	-

Schedule

GARVER shall begin work under this Agreement within five (5) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 – Surveys	30 days from Work Order Amendment
Task 3 – Preliminary Design, 50% submittal	In parallel with preliminary design submittal for the Headworks Improvements Project.
Task 4 – Final Design, 90% Submittal	In parallel with preliminary design submittal for the Headworks Improvements Project.
Task 4 – Final Design, MDEQ Submittal	In parallel with preliminary design submittal for the Headworks Improvements Project.
Task 4 – Final Design, Bidding Documents	In parallel with preliminary design submittal for the Headworks Improvements Project.
Task 5 – Bidding Services, Bidding	In parallel with preliminary design submittal for the Headworks Improvements Project.
Task 6 – Construction Phase Services	TBD



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

**AGENDA DATE: February 18, 2025
PAGE: 1**

SUBJECT: 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 Montgomery well.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

<u>FISCAL NOTE:</u> Quote 1: Bill Young	\$7,475.00
Quote 2: Donald Smith Company, Inc.	\$8,975.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133
This valve is necessary to complete the well meter change out.

SUGGESTED MOTION:

Move approval 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 Montgomery well.



P.O. Box 38 • Shannon, MS 38868 • Phone: (662) 767-9777 • Fax: (662) 767-3107

December 16, 2024

Starkville Utilities
Mr. Sean Johnston
403 D. L. Conner Drive
Starkville, Ms. 39759

We would like to offer the following quote for your consideration.

Academy Plant, Replacement of existing 12" butterfly valve

- Furnish labor, equipment, and materials for replacing (1) 12" Pro Valve, butterfly valve. Electric actuated valve with hardware.

Quote: \$8,975.00

Thank you for the opportunity to quote this project. If you have any questions, please do not hesitate to call.

Sincerely,

Daniel Huggins

Daniel Huggins



Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

CORPORATE OFFICE
746 East Main Street
Headland, Alabama 36345
Phone: (334) 693-2969
Fax (334) 693-3089

Fw: Academy valve

From Sean Johnston <sjohnston@starkvilleutilities.com>

Date Mon 12/16/2024 10:20 AM

To John Scott <jscott@starkvilleutilities.com>

Valve replacement at Academy.

Sean Johnston

Chief Water Operator

sjohnston@starkvilleutilities.com

662-722-0033

STARKVILLEUTILITIES.COM



 [Logo Description automatically generated](#)

From: Bill Young <canthavenothing7@yahoo.com>

Sent: Monday, December 16, 2024 10:14 AM

To: Sean Johnston <sjohnston@starkvilleutilities.com>

Subject: Academy valve

Sean

We are pleased to quote you on the following job.

Replacing damaged 12" butterfly valve at Academy plant

1-12" Pro Valve butterfly valve

Model BF212FA410

Electric actuated valve with
all necessary hardware

\$6125.00

Labor and mileage to complete

\$1350.00

Installation

Total Price \$7475.00

Thanks for the opportunity

Bill Young