



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

AGENDA ITEM: MINUTES
AGENDA DATE: 6-03-25
PAGE: 1 of 88

SUBJECT: Request approval of the minutes of the May 20, 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 May 20, 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
May 20, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on May 20, 2025 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. 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 Vaughn, to approve the May 20, 2025 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MAY 20, 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 MAY 2, 2025 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

**CONSIDERATION OF THE MINUTES OF THE MAY 6, 2025 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions
LifeSaver Award – Police Department
Sanitation Memorial Day pickup schedule
Election – June 3

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARINGS**

PUBLIC HEARING AND CONSIDERATION OF SE 25-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW THE USE OF TOWNHOMES ON THE SOUTH SIDE OF LYNN LANE DIRECTLY EAST OF FIELDGATE DRIVE IN A TN-N ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (106 SHADOWOOD, 241 CRITZ, 2400 DOUGLAS MCARTHUR, 300 SCALES, 314 LOUISVILLE AND 603 HANCOCK) 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 RESOLUTION AUTHORIZING THE LIEN FOR 203 WARE STREET AS PROVIDED IN THE ATTACHMENTS.

B. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIENS FOR PARCELS 118O-00-340.00 AND 118O-00-338.00 (307 WEST MAIN) AS PROVIDED IN THE ATTACHMENTS.

C. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPENGOV SOFTWARE THROUGH SHI INTERNATIONAL CORP TO REPLACE BRIGHTLY (ASSET ESSENTIALS) FOR TRANSPORTATION, PARKS AND RECREATION, FACILITIES, WATER DISTRIBUTION, FLEET, WALKABILITY, SIGNALS, STORMWATER, AND WORK ORDER MANAGEMENT AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT NOT TO EXCEED \$208,188.63 OVER THE NEXT TWO YEARS WITH IMPLEMENTATION JUNE 2025 THROUGH SEPTEMBER 2025 NOT TO EXCEED \$40,074.70.

X. **BOARD BUSINESS**

A. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVEGAS JUNETEENTH COMMITTEE FOR UNITY TO HOLD JUNETEENTH ON JUNE 19TH, 20TH, AND 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING ATWELL & GENT, P.A. FOR CONSTRUCTION ADMINISTRATION AND DESIGN MODIFICATIONS OF A MEDIUM VOLTAGE SERVICE THE MAIN STREET CORRIDOR IMPROVEMENT PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$33,750.00.
2. CONSIDERATION OF RENEWING THE UNIFORM CONTRACT WITH UNIFIRST CORPORATION IN THE AMOUNT OF \$143.11 PER WEEK TO PROVIDE UNIFORMS FOR THE STREET DEPARTMENT BASED ON PAST SERVICE AND QUALITY.
3. CONSIDERATION OF APPROVING ATWELL & GENT, P.A. FOR THE MAIN STREET IMPROVEMENTS FIBER DESIGN AND PLANNING PROJECT FOR AN HOURLY NOT TO EXCEED PROFESSIONAL SERVICES CONTRACT FOR A TOTAL AMOUNT NOT TO EXCEED \$45,000.00.
4. CONSIDERATION OF TRAVEL FOR THE CITY ENGINEERING INSPECTOR, MARK NANCE, TO ATTEND THE NATIONAL ADA SYMPOSIUM IN ATLANTA, GA ON THE DATES OF JUNE 15-18 WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,400.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 12, 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 APRIL 2025 FINANCIAL STATEMENTS.
3. CONSIDERATION OF RENEWING PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES WITH TRAVELER'S INSURANCE COMPANY FOR ONE YEAR.

F. FIRE DEPARTMENT

1. CONSIDERATION OF THE PURCHASE OF 6 SETS OF FIREFIGHTING TURNOUT GEAR FROM NAFECO AND CATS, WHICH ARE COMPATIBLE WITH EXISTING GEAR, AT A TOTAL COST NOT TO EXCEED \$23,000.00.
2. REQUEST PERMISSION TO APPLY FOR AND RECEIVE FY 2025 EMERGENCY MEDICAL SERVICES OPERATING FUND (EMSOF) GRANT IN THE AMOUNT OF \$14,855.00 TO USE TOWARD PURCHASE OF A SPRINT TRUCK.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ANDREW BICHON, TYLER DIEBOLD AND FABIOLA GUEDEZ AS STUDENT INTERNS FOR THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST APPROVAL TO HIRE HAYDEN HOLLY AS A NON -CERTIFIED STARKVILLE POLICE OFFICER.

3. REQUEST AUTHORIZATION TO HIRE CASEY RAY AS A TEMPORARY SEASONAL AIRCRAFT LINEMAN (FBO) AT THE STARKVILLE AIRPORT.
4. REQUEST AUTHORIZATION FOR JOY LANDRY TO ASSUME ADDITIONAL DUTIES IN A DUAL-ROLE CAPACITY AS THE ADMINISTRATIVE ASSISTANT FOR THE SANITATION DEPARTMENT AND THE RECEPTIONIST AT THE CITY HALL FRONT DESK.
5. CONSIDERATION OF DISCIPLINARY ACTION RECOMMENDED BY CHIEF OF POLICE MARK BALLARD AS A RESULT OF I.A.# 25-05-001 FOR A STARKVILLE POLICE DEPARTMENT EMPLOYEE.DISCIPLINE OF POLICE OFFICER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF CHANGE ORDER #4 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$18,371.95 INCREASE WITH ETHOS CONTRACTING GROUP TO INCLUDE ADDITIONAL TREES FOR THE AMPHITHEATER, AND ADDITIONAL DRAINAGE FOR THE PLAYGROUND AREAS.
2. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE J. L. KING BOX CULVERT REPLACEMENT PROJECT IN THE AMOUNT OF \$65,053.55.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR STEPHEN GARCIA AND COLE BRITT TO ATTEND THE MISSISSIPPI TENNESSEE TACTICAL OFFICERS' ASSOCIATION SWAT COURSE #41 IN MEMPHIS, TENNESSEE MAY 26TH – JUNE 6TH AT A COST NOT TO EXCEED \$3,500.00.
- b. REQUEST APPROVAL TO ENTER A NON-COMPENSATED SPECIAL INVESTIGATOR CONTRACT, UNDER MISSISSIPPI CODE SECTION 41-29-112, BETWEEN THE MISSISSIPPI BUREAU OF NARCOTICS (MBN), INVESTIGATOR MICHAEL MCCLENDON AND STARKVILLE POLICE DEPARTMENT WITH INVESTIGATOR MICHAEL MCCLENDON AS A NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR UNDER MS CODE 41-29-112 BY THE CONDITIONS SET FORTH IN THE CONTRACT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MAGNOLIA PUMP & EQUIPMENT INC. IN THE AMOUNT OF \$9,764.00 FOR A 50HP PUMP FOR TRIM CANE PUMP STATION.

2. REQUEST EMERGENCY AUTHORIZATION, AS PER MISSISSIPPI CODE SECTION 31-7-13 (K) THAT AN EMERGENCY EXISTS SUCH THAT TO DELAY REPAIRS BY OBTAINING A SECOND QUOTE PRIOR TO REPAIR WOULD HAVE BEEN DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY, TO PURCHASE A 50HP PUMP FOR THE TRIM CANE PUMP STATION IN THE AMOUNT OF \$11,908.50.
3. REQUEST AUTHORIZATION TO APPROVE WORK ORDER #12 – AMENDMENT #1 WITH GARVER TO PROVIDE ADDITIONAL SUPPORT RELATED TO ONGOING LITIGATION RELATED TO THE WASTEWATER TREATMENT PLANT AERATORS.
4. REQUEST APPROVAL OF TASK ORDER #3 WITH NEEL SCHAFER FOR ENGINEERING SERVICES FOR THE BLUEFIELD AREA WATER MAIN REPLACEMENT PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Pending Litigation

XV. OPEN SESSION

**XVI. ADJOURN UNTIL JUNE 3, 2025 @ 5:30 IN THE SECOND FLOOR
CONFERENCE ROOM AT 110 WEST MAIN STREET.**

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

Consent items 2 – 28:

2. CONSIDERATION OF THE MINUTES OF THE MAY 2, 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 Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 2, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 6, 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 Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 6, 2025 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF A RESOLUTION AUTHORIZING THE LIEN FOR 203 WARE STREET AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the lien for case #24-000498, 203 Ware Street demolition in the amount of \$6,722.68” is enumerated, this consent item is thereby approved. The Resolution and Lien follow.

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR City of Starkville

VS.

CASE NO. 24-000498

BROWN MARY MCGEE LIFE ESTATE

OWNER BROWN MARY MCGEE LIFE ESTATE

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to BROWN MARY MCGEE LIFE ESTATE (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: BROWN MARY MCGEE LIFE ESTATE

Address of Owner: 203 WARE ST, STARKVILLE MS 39759

Parcel Number: 1180-00-182.00

Address of Violation: 203 WARE ST, STARKVILLE MS 39759

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 10/15/2024 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on May 20, 2025, adjudicated the actual cost of cleanup to be \$ 6,722.68. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.



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Liens

RCD: 05/21/2025 @02:00:37 PM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 20 day of May, 2025.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK



LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Brown Mary Mcgee Life Estate, being more particularly described as:

203 Ware Street (PID #118O-00-182.00)

(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$6,722.68.



D. Lynn Spruill, Mayor
City of Starkville, Mississippi



Lesa Hardin, City Clerk
City of Starkville, Mississippi

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/30/2024

 Tax Year 2023
 Records Last Updated 8/29/2024

PROPERTY DETAIL			
OWNER	BROWN MARY MCGEE LIFE ESTATE 203 WARE ST		ACRES : **NA**
	STARKVILLE MS 39759		LAND VALUE : 9000
			IMPROVEMENTS : 13520
			TOTAL VALUE: 22520
			ASSESSED : 3378
PARCEL	1180-00-182.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	186.20	0.00	192.72
CITY	108.10	0.00	111.88
SCHOOL	222.88	0.00	230.68
TOTAL	517.18	0.00	538.28 3.50% Penalty + Print Fee
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 30 CITY BLK 7		
HOMESTEAD CODE	None	MAP 1180 DB PG 3 442	
TAX DISTRICT	5110		
PPIN	001453		
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2023	STATE OF MISSISSIPPI	NOT REDEEMED	
2022	LONG LAND INVESTMENTS INC	NOT REDEEMED	
2021	SUNUP LTD PARTNERSHIP	8/8/2024	BROWN MARY MCGEE LIFE ESTATE
2020	RUC LLC	NOT REDEEMED	
2019	SUNUP LTD PARTNERSHIP	NOT REDEEMED	
2018	DOWNTOWN RESTORATION	8/12/2021	BROWN MARY MCGEE LIFE ESTATE
2017	AVATAR	8/21/2020	BROWN MARY MCGEE LIFE ESTATE
2016	MONT'S GRADY	8/23/2019	BROWN MARY MCGEE LIFE ESTATE
2015	MONT'S GRADY	8/29/2018	BROWN MARY MCGEE LIFE ESTATE

[Back](#)

203 Ware Street
BOA House Demo

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Tony Sykes	\$ 26.19	1.5	\$ 39.29	Truck 61A	\$ 20.80	1.5	\$ 31.20
Kedesha Poe	\$ 19.03	4	\$ 76.12	Truck 715	\$ 20.80	7.5	\$ 156.00
Donnie Scales	\$ 19.32	7.5	\$ 144.90	Truck 702	\$ 20.80	7.5	\$ 156.00
Troy Johnson	\$ 17.18	7.5	\$ 128.85	Truck 195	\$ 20.80	7.5	\$ 156.00
Theodis Weaver	\$ 21.75	10.5	\$ 228.38	Truck 703	\$ 20.80	1.5	\$ 31.20
Bobby Bardwell	\$ 19.03	7.5	\$ 142.73	Truck 713	\$ 20.80	1	\$ 20.80
Kevin Young	\$ 17.18	7.5	\$ 128.85	Truck 714	\$ 20.80	1.5	\$ 31.20
Calvin Bell	\$ 17.18	1.5	\$ 25.77	Cat 312	\$ 110.00	1.5	\$ 165.00
Marcus Hendrix	\$ 16.75	1.5	\$ 25.13				
Chris Black	\$ 40.97	4	\$ 163.88				
Total Labor:			\$ 1,104.07				
Equipment Total:			\$ 747.40				
Material Cost:			\$ 71.21				
Dump Fees			\$ 2,000.00				
Total:			\$ 3,922.68				



EAC Environmental

ASBESTOS ABATEMENT INVOICE

DATE: 04-17-25



CLIENT:

City of Starkville

WORK SITE:

203 Ware Street
Starkville, MS 39759

REMIT TO:

EAC Environmental
4546 Cal Steens Rd.
Caledonia, MS 39740

INVOICE #	DESCRIPTION	PRICE
	04-16-25 Removed Asbestos Containing flooring - Abated Asbestos Containing Materials will be disposed of in NESHA Approved RoBo Landfill, Scooba, MS	
A 416	BALANCE DUE	\$2,800.00
	We Appreciate Your Business	

5. CONSIDERATION OF A RESOLUTION AUTHORIZING THE LIENS FOR PARCELS 1180-00-340.00 AND 1180-00-338.00 (307 WEST MAIN) AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the liens for parcels 1180-00-340.00 (case 24-000586) and 1180-00-338.00 (case 25-000137)” is enumerated, this consent item is thereby approved. The Resolution and liens follow this page.

6. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPENGOV SOFTWARE THROUGH SHI INTERNATIONAL CORP TO REPLACE BRIGHTLY (ASSET ESSENTIALS) FOR TRANSPORTATION, PARKS AND RECREATION, FACILITIES, WATER DISTRIBUTION, FLEET, WALKABILITY, SIGNALS, STORMWATER, AND WORK ORDER MANAGEMENT AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT NOT TO EXCEED \$208,188.63 OVER THE NEXT TWO YEARS WITH IMPLEMENTATION JUNE 2025 THROUGH SEPTEMBER 2025 NOT TO EXCEED \$40,074.70 UNDER STATE CONTRACT (NASPO) WITH THE MASTER AGREEMENT #AR2488.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of entering into an agreement with OpenGov Software through SHI International Corp to replace Brightly (Asset Essentials) for transportation, parks and recreation, facilities, water distribution, fleet, walkability, signals, stormwater, and work order management and to authorize the mayor to execute a contract not to exceed \$208,188.63 over the next two years with implementation June 2025 through September 2025 not to exceed \$40,074.70” is enumerated, this consent item is thereby approved. The agreement follows the mowing liens.

7. CONSIDERATION A SPECIAL EVENT REQUEST BY THE STARKVEGAS JUNETEENTH COMMITTEE FOR UNITY TO HOLD JUNETEENTH ON JUNE 19TH, 20TH, AND 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by the StarkVegas Juneteenth Committee for Unity to hold Juneteenth on June 19th, 20th, and 21st and have City participation with in-kind services estimated at \$4,750.00” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVING ATWELL & GENT, P.A. FOR CONSTRUCTION ADMINISTRATION AND DESIGN MODIFICATIONS OF A MEDIUM VOLTAGE SERVICE THE MAIN STREET CORRIDOR IMPROVEMENT PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$33,750.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Atwell & Gent, P.A. for construction administration and design modifications of a medium voltage service the Main Street Corridor Improvement Project for a total contract amount of \$33,750.00” is enumerated, this consent item is thereby approved. This agreement follows the OpenGov agreement.

VS.

CASE NO. 24-000586

OVERSTREET DOROTHY & WARE SAND

OWNER OVERSTREET DOROTHY & WARE SAND

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to OVERSTREET DOROTHY & WARE SAND (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: OVERSTREET DOROTHY & WARE SANDAddress of Owner: 1300 EAST LAFAYETTE ST APT 1710-1 DETROIT MI 48207Parcel Number: 1180-00-340.00Address of Violation: N/A

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 11/14/2024 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on \$300, adjudicated the actual cost of lot mowing to be \$05/20/2025. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.



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Liens

RCD: 05/21/2025 @02:01:54 PM

Oktibbeha County, MS

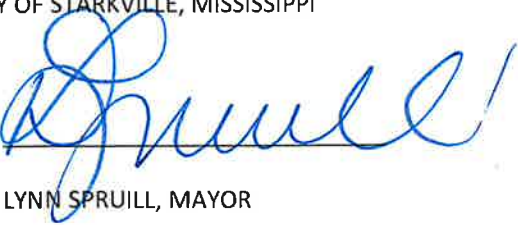
Sharon Livingston Chancery Clerk

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 20 day of MAY, 2025.

CITY OF STARKVILLE, MISSISSIPPI

BY:



D. LYNN SPRUILL, MAYOR

ATTEST:



LESA HARDIN, CITY CLERK



STATE OF MISSISSIPPI;

COUNTY OF OKTIBBEHA;

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Overstreet Dorothy & Ware Sand, being more particularly described as:

(PID #1180-00-340.00)

(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.



D. Lynn Spruill, Mayor

City of Starkville, Mississippi



Lesa Hardin, City Clerk

City of Starkville, Mississippi

Exhibit A

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 10/29/2024

Tax Year 2023

Records Last Updated 10/28/2024

PROPERTY DETAIL		
OWNER	OVERSTREET DOROTHY & WARE SAND	ACRES : **NA**
	1300 E LAFAYETTE ST APT 1710-1	LAND VALUE : 11200
		IMPROVEMENTS : **NA**
	DETROIT MI 48207	TOTAL VALUE: 11200
		ASSESSED : 1680

PARCEL 1180-00-340.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	92.60	92.60	0.00
CITY	53.76	53.76	0.00
SCHOOL	110.85	110.85	0.00
TOTAL	257.21	257.21	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 12 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 5 B & PT LOT 5 & LOT 12
HOMESTEAD CODE	None	CITY BLOCK 10
TAX DISTRICT	5110	MAP 1180 DB/PG 516/93 2018/304
PPIN	010041	6
SECTION	34	B 2018 P 3046 04/10/2018
TOWNSHIP	19N	
RANGE	14E	

Book 2018

Page 3046

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

Exhibit B

Parcel:		
1180-00-340.00		
Employees		Equipment used
Ralph Weeks		Tractor/ Bush hog
Raymond Shelton		Lawn mower
Lemuel Tate		Weed eater
Jonathan Lee		
Employee Labor Total:	\$	250.00
Administrative Fee:	\$	50.00
Main Total:	\$	300.00



**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR CITY OF STARKVILLE

VS.

CASE NO. 25-000137

AHAVEN PROPERTY LLC

OWNER AHAVEN PROPERTY LLC

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to AHAVEN PROPERTY LLC (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: AHAVEN PROPERTY LLC

Address of Owner: 234 GLENWOOD DR, COLUMBUS MS 39705

Parcel Number: 1180-00-338.00

Address of Violation: 307 W. MAIN STREET

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 05/06/2025 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on 05/20/2025, adjudicated the actual cost of lot mowing to be \$300.00. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.



Book:2025 Page:119-123

Liens

RCD: 05/21/2025 @02:01:15 PM

Oktibbeha County, MS

Sharon Livingston

Chancery Clerk

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the Owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 20 day of MAY, 202 5.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK



STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Ahaven Property LLC, being more particularly described as:

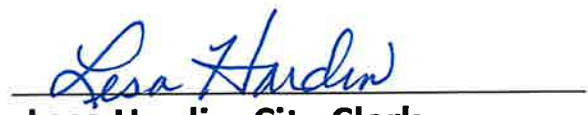
307 West Main St (PID # 118O-00-338.00)

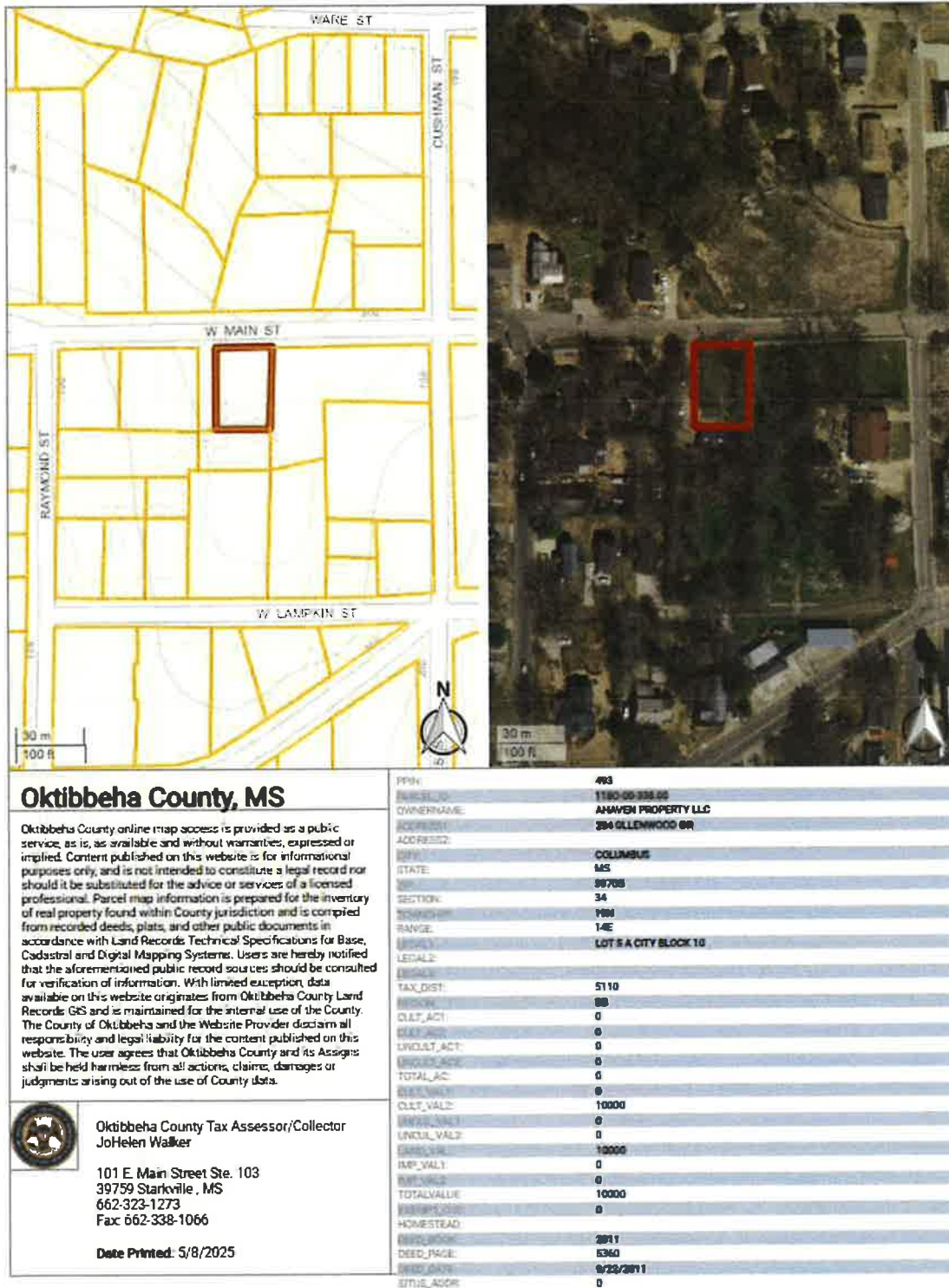
(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.


D. Lynn Spruill, Mayor
City of Starkville, Mississippi


Lesa Hardin, City Clerk
City of Starkville, Mississippi



Employees		Equipment used	
Ralph Weeks		Tractor/ Bush hog	
Raymond Shelton		Lawn mower	
Lemuel Tate		Weed eater	
Jonathan Lee			
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	





Pricing Proposal
Quotation #: 26173222
Created On: 5/9/2025
Valid Until: 5/31/2025

MS-City of Starkville

Lyle McCaskey

MS
United States
Phone: 662-323-2525
Fax:
Email: l.mecaskey@cityofstarkville.org

Inside Account Executive

Danny Mulligan

300 Davidson Avenue
Somerset, NJ 09973
Phone:
Fax:
Email: Danny_Mulligan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Asset Management - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAQ-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$6,469.42	\$6,469.42
2 Facilities Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAW-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$2,067.66	\$2,067.66
3 Parks & Recreation Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAY-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$1,378.55	\$1,378.55
4 Signal Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBA-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$689.11	\$689.11
5 Stormwater Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBB-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025	1	\$1,378.55	\$1,378.55

Note: Year 1

6	Transportation Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBC-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$2,067.66	\$2,067.66
7	Walkability Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBD-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$964.95	\$964.95
8	Water Distribution Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBF-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	1	\$1,378.55	\$1,378.55
9	Professional Services Deployment - Prepaid - Between \$60-80 Million - 0Y OpenGov - Part#: OG-PSBG-B6080M-OT-0Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 6/1/2025 – 9/30/2025 Note: Year 1	109	\$217.25	\$23,680.25
10	Asset Management - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAQ-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$20,188.23	\$20,188.23
11	Facilities Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAW-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$6,452.24	\$6,452.24
12	Parks & Recreation Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAY-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$4,301.83	\$4,301.83
13	Signal Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBA-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028	1	\$2,150.41	\$2,150.41

Total: \$40,074.70

Subcontract #: ITS-46432
Coverage Term: 10/1/2025 – 9/30/2026
Note: Year 2

14	Stormwater Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBB-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$4,301.83	\$4,301.83
15	Transportation Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBC-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$6,452.24	\$6,452.24
16	Walkability Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBD-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$3,011.17	\$3,011.17
17	Water Distribution Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWBF-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	1	\$4,301.83	\$4,301.83
18	Professional Services Deployment - Prepaid - Between \$60-80 Million - 0Y OpenGov - Part#: OG-PSBG-B6080M-OT-0Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 2	287	\$218.57	\$62,729.59
19	Asset Management - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAQ-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2026 – 9/30/2027 Note: Year 3	1	\$21,397.62	\$21,397.62
20	Facilities Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAW-B6080M-AR-1Y Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: ITS-46432 Coverage Term: 10/1/2026 – 9/30/2027 Note: Year 3	1	\$6,838.77	\$6,838.77
21	Parks & Recreation Domain - Between \$60-80 Million - 1Y OpenGov - Part#: OG-TWAY-B6080M-AR-1Y	1	\$4,559.53	\$4,559.53

Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Signal Domain - Between \$60-80 Million - 1Y	1	\$2,279.24	\$2,279.24
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OpenGov - Part#: OG-TWBA-B6080M-AR-1Y
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Stormwater Domain - Between \$60-80 Million - 1Y	1	\$4,559.53	\$4,559.53
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OpenGov - Part#: OG-TWBB-B6080M-AR-1Y
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Transportation Domain - Between \$60-80 Million - 1Y	1	\$6,838.77	\$6,838.77
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OpenGov - Part#: OG-TWBC-B6080M-AR-1Y
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Walkability Domain - Between \$60-80 Million - 1Y	1	\$3,191.57	\$3,191.57
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OpenGov - Part#: OG-TWBD-B6080M-AR-1Y
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Water Distribution Domain - Between \$60-80 Million - 1Y	1	\$4,559.53	\$4,559.53
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OpenGov - Part#: OG-TWBF-B6080M-AR-1Y
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: ITS-46432
Coverage Term: 10/1/2026 – 9/30/2027
Note: Year 3

Total	\$208,188.63
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Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

All products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under applicable line item.



Statement of Work

City of Starkville, MS

Creation Date: 4/10/2025
SoW Expiration Date: 7/10/2025
Document Number: PS-08055.1
Created by: Dean Simpson

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Starkville, MS ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

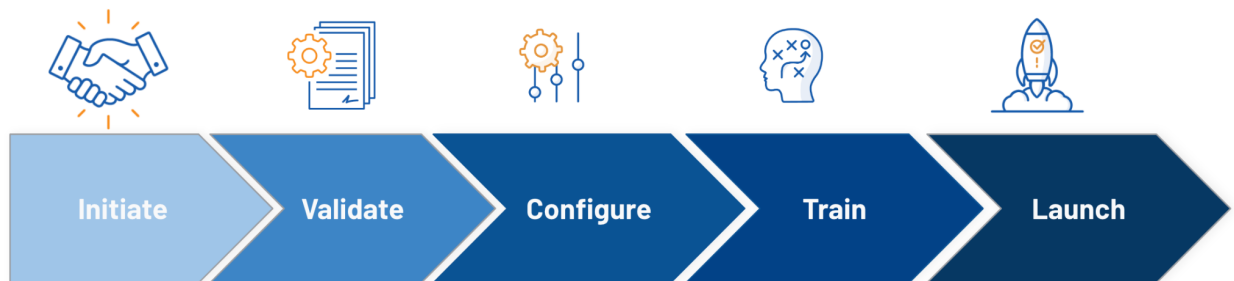
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

Phase 2	Deliverable	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Enterprise Asset Management Phase 1

Use Cases Build for Enterprise Asset Management:

- Transportation
- Parks and Rec
- Facilities
- Water Distribution
- Fleet

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be set up for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twenty (20) hours, requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries
- Provide service for Customer historical data listed below:
 - o Asset Essentials data related to: Fleet assets and work history.
 - o For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.

- A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
- A test conversion service to facilitate data conversion validation and testing
- One revision of the field map used for the test conversion service
- A production conversion service utilizing the final, approved field map
- o All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
- o Maximum historical record count:
 - Requests : 150,000
 - Tasks: 1,000,000
 - Overall Asset count: 2,000,000
- o Exclusions:
 - Child records and associated child-level attributes, condition inspection history, request history, attachments, and resources.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - o Parks and Recreation (10)
 - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
 - o Facilities (25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
 - o Water Distribution (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
 - o Fleet (1)
 - Fleet

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - o OpenGov Asset Management Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
 - o OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager

- Layout Manager
- User/Role Configurations
- o OpenGov recommended best practices for expanding the system's use and/or building assets

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a remote, up to sixteen (16) hours, "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
 - o Resource Management:
 - Resource Details

- Labor/Equipment Rates
- Material Management (Stock, Usage, Adjustments)
- Vendor Price Quotes
- OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
 - Manager

Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management

- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) hours. Training topics include:
 - Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - OpenGov recommended best practices for advanced request management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Material Planning
 - Status Default
 - Workflow Setup
 - Notifications
 - OpenGov recommended best practices for advanced material management and Material Planning.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

Enterprise Asset Management Phase 2

Use Cases Build for Enterprise Asset Management:

- Walkability
- Signals
- Stormwater

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be set up for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twelve (12) hours, requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
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OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

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OpenGov will:

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 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Walkability(7)
 - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
 - Signals(8)
 - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
 - Stormwater(9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
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 - Attachments
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- Provide remote train-the-trainer training, up to one(1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:

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OpenGov assumptions:

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 - Related Work Items
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 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets

- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
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- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
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 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
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 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Material Planning
 - Status Default
 - Workflow Setup
 - Notifications
 - OpenGov recommended best practices for advanced material management and Material Planning.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

ENGINEERING SERVICES AGREEMENT

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

WHEREAS: The OWNER contemplates construction of the Main Street Corridor Improvement Project, hereinafter designated as the "FACILITIES," in the City of Starkville, Oktibbeha County in the State of Mississippi, and

WHEREAS: The OWNER requires the ENGINEER to provide electrical engineering services associated with the FACILITIES, and

WHEREAS: Certain electrical engineering services are required in the investigation and recommendations for the FACILITIES, and

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

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

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

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

ITEM ONE: CONSTRUCTION ADMINISTRATION:

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given on Plans and Specifications prepared by ENGINEER.
2. Make periodic inspections of all work by the contractor and make reports to the OWNER of the ENGINEER's findings.
3. Based upon his review of the CONTRACTOR's applications for payment and supporting data, determine the amounts owing to the CONTRACTOR and approve in writing payment to the CONTRACTOR in such amounts.
4. Be available to the OWNER for interpretation of Plans and Specifications prepared by the ENGINEER, and recommend construction Change Orders

as they are required for the execution of the Work.

5. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the CONTRACTOR.
6. The ENGINEER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of the construction work by the CONTRACTOR, or for property that may be damaged.

ITEM TWO: MEDIUM VOLTAGE DESIGN IN SUPPORT OF CONSTRUCTION

Prepare medium voltage design drawings and specifications for the purpose of furnishing of labor, materials, and equipment necessary for the construction of improvements to the FACILITIES.

The medium voltage project is adjacent to the FACILITIES at the northwest intersection of Jackson and Lampkin.

ITEM THREE: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEMS ONE and TWO of SERVICES. These services shall include but not be limited to the following:

1. Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.
2. Prepare revisions of design documents, plans, or specifications that have been previously approved by the OWNER.
3. Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.
4. Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, or the OWNER's default due to delinquency or insolvency.

ARTICLE 2 OWNER 'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out, to furnish to the ENGINEER copies of all records, reports, design drawings, and other information in its possession that may be required by the ENGINEER in the investigations hereinbefore described. Specifically, the OWNER shall provide the ENGINEER the following:

1. Furnish to the ENGINEER copies of all records, reports, design drawings, and other information in its possession that may be required by the ENGINEER in the investigations and designs hereinbefore described.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER'S SERVICES, the OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent, plus travel and out-of-pocket expenses as defined below:

ITEM ONE: CONSTRUCTION ADMINISTRATION:

An hourly basis with an estimated maximum sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

The fee shall be payable from time to time during the construction phase.

ITEM TWO: MEDIUM VOLTAGE DESIGN IN SUPPORT OF CONSTRUCTION:

An hourly basis with an estimated maximum sum of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00).

The fee shall be payable from time to time during the medium voltage design phase.

ITEM THREE: ADDITIONAL SERVICES:

The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent on Additional Services as defined in ARTICLE 1 and ARTICLE 6 of this Contract, plus travel and out-of-pocket expenses as defined in ARTICLE 5. Billing shall be as defined in ARTICLE 7.

ARTICLE 4 HOURLY RATES

Firm Principal	\$175.00
Sr. Engineer.....	\$160.00
Sr. Engineering Tech.....	\$115.00
Sr. CAD Technician	\$85.00
Office Manager.....	\$70.00

ARTICLE 5 TRANSPORTATION AND TRAVEL

Ground transportation outside of the Starkville, Mississippi area will be charged at the current Internal Revenue Service Standard Mileage Rate per mile using owned vehicles. Air travel, lodging, and auto rental, if required, will be passed through at no mark-up. For travel time and transportation cost determination, the ENGINEER's base is Starkville, Mississippi.

ARTICLE 6 ADDITIONAL EXPENSES

Additional expenses such as reproduction, printing, job supplies, and authorized travel expenses will be billed at cost.

ARTICLE 7 BILLING

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice. If OWNER does not make payment within forty-five (45) days of its approval of the invoice, it shall be liable to the ENGINEER, in addition to the amount of the invoice, for interest at 1 ½ % per month.

ARTICLE 8 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association then in force. This agreement to arbitrate shall be specifically enforceable under Mississippi and/or Federal law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made

within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court having jurisdiction over such award.

ARTICLE 9 SUCCESSORS AND ASSIGNS

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

ARTICLE 10 ASSIGNMENT

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

ARTICLE 11 NO PERSONAL LIABILITY

Nothing in this agreement shall be construed as creating any personal liability on the part of any officer or agent of Atwell & Gent, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the named parties to this agreement.

ARTICLE 12 NO WAIVER

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

ARTICLE 13 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi. Venue shall be proper only in Oktibbeha County, Mississippi.

ARTICLE 14 ATTORNEY'S FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action

shall pay to the successful party, in addition to all the sums that either party may be called on to pay, the successful party's attorney's fees, including but not limited to all fees, costs and expenses associated therewith, including expert witness fees.

ARTICLE 15 SEVERABILITY

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

ARTICLE 16 ENTIRE AGREEMENT

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

ARTICLE 17 MODIFICATION OF AGREEMENT

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

ARTICLE 18 FORCE MAJEURE

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

ARTICLE 19 NOTICES

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

ARTICLE 20 GENERAL CONSIDERATIONS

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

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

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

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven (7) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

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

If the project is suspended for more than six (6) months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this **28th** day of
April, 2025.

OWNER

WITNESS

Lesa Hardin
City Clerk

CITY OF STARKVILLE

By

Title

Mayor



ENGINEER

WITNESS:

ATWELL AND GENT, P.A.

By

Title

9. CONSIDERATION OF RENEWING THE UNIFORM CONTRACT WITH UNIFIRST CORPORATION IN THE AMOUNT OF \$143.11 PER WEEK TO PROVIDE UNIFORMS FOR THE STREET DEPARTMENT BASED ON PAST SERVICE AND QUALITY.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of renewing the uniform contract with UniFirst Corporation in the amount of \$143.11 per week to provide uniforms for the Street Department based on past service and quality” is enumerated, this consent item is thereby approved. The contract follows this page.

10. CONSIDERATION OF APPROVING ATWELL & GENT, P.A. FOR THE MAIN STREET IMPROVEMENTS FIBER DESIGN AND PLANNING PROJECT FOR AN HOURLY NOT TO EXCEED PROFESSIONAL SERVICES CONTRACT FOR A TOTAL AMOUNT NOT TO EXCEED \$45,000.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of approving Atwell & Gent, P.A. for the Main Street Improvements Fiber Design and Planning Project for an hourly not to exceed professional services contract for a total amount of \$45,000.00” is enumerated, this consent item is thereby approved. The contract follows the UniFirst contract.

11. CONSIDERATION OF TRAVEL FOR THE CITY ENGINEERING INSPECTOR, MARK NANCE, TO ATTEND THE NATIONAL ADA SYMPOSIUM IN ATLANTA, GA ON THE DATES OF JUNE 15-18 WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,400.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of travel for the City Engineering Inspector, Mark Nance, to attend the National ADA Symposium in Atlanta, GA on the dates of June 15-18 with advanced travel and registration costs not to exceed \$2,400.00” is enumerated, this consent item is thereby approved.

12. ACCEPTANCE OF APRIL 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the April 2025 Financial Statements as presented” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF RENEWING PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES WITH TRAVELER’S INSURANCE COMPANY FOR ONE YEAR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of renewing property, vehicle and equipment insurance services with Traveler’s Insurance Co for one year” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE PURCHASE OF 6 SETS OF FIREFIGHTING TURNOUT GEAR FROM NAFECO AND CATS, WHICH ARE COMPATIBLE WITH EXISTING GEAR, AT A TOTAL COST NOT TO EXCEED \$23,000.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of essential firefighting turnout gear for Reserve/Part-time firefighters as a sole source purchase based on existing equipment compatibility at a cost not to exceed \$23,000.00” is enumerated, this consent item is thereby approved.



Proposal

UniFirst Corporation

700 Dogwood Stand Road
Booneville, MS 38829
662-728-7811

VIP Proposal for:

Starkville Street 2025 New

Total Cost Overview

Date:

★	Weekly Invoice		\$143.11
#	Uniform Rental Item Descriptions	Quantity	Total Cost
1	SS Mimix Shirt 0.8682	96	\$83.35
2	Jean 100% Cotton Relaxed Fit 0.3241	90	\$29.17
3			
4			
5			
6			
7			
8			
9			
#	Facility Services Item Descriptions	Quantity	Total Cost
1	Defe	1	\$10.00
2	Garment Maintenance protection .055	174	\$9.57
3	Garment lost protection .06	174	\$11.02
4			
5			
6			
7			
8			
9			
10			
11			
12			

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

*Price does not include sales tax.

Sales Representative:

Russell Clark

662-728-7811

Russell_clark@unifirst.com

Agreement No. 2521414

Customer No. 2521414

Customer Service Agreement

Company Name (Customer) CITY OF STARKVILLE STREET DEPARTMENT

Loc. No. 217

Address 506 DR DOUGLAS CONNER DR

Route No. XX5420

STARKVILLE, MS 39759

Date 02/13/2025

Phone 662-323-9676

SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UniFirst") the rental service(s) at the prices and upon the conditions outlined:

[illegible]

Other Charges	Amount
Garment preparation per piece	1.31
Name emblem per piece	
Company emblem per piece	2.63
Direct Embroidery	
Garment Maintenance Program	YES
Loss protection Maint. Program	YES
Linen Maintenance Program	NO
Mat Protection Program	NO

Other Charges	Amount
Non-stock sizes per piece	20.00%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	NO
Automatic Linen Replacement	NO
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE Charge Fixed	12.50
DEFE Sliding Plus	
Energy Charge	

Payment Terms: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½ % per month (18% per year) for any amount in arrears may be applied. ⁴

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

Sales Rep:

Sales Rep (Print Name)

Date _____

Accepted:⁵

Location Manager (Signature)

Date _____

Location Manager (Print Name and Title)

Accepted

CUSTOMER (Signature)

DSM

CUSTOMER (Print Name and Title)

Email

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise

² Merchandise which is Val-U-Leased is not cleaned by UniFirst

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

5 This Agreement is effective only upon acceptance by UniFirst Location Manager

Customer Service Agreement Terms

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers. E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for any Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by ~~Massachusetts~~ Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed) pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

APPROVED

By Cody A. Burnett, PE at 1:18 pm, Apr 28, 2025

Customer Service Agreement Terms

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:
D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers. **E = ENERGY,** primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. ("Poly-bag services incur additional charges.")

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledge that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 25 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by ~~Massachusetts~~ Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed) pursuant to the Commercial Arbitration Rules of the American Arbitration Association and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator) shall recover all costs and expenses including, without limitation, reasonable attorney's fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions herein, and the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

APPROVED

By Cody A. Burnett, PE at 1:18 pm, Apr 28, 2025

ENGINEERING SERVICES AGREEMENT

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

WHEREAS: The OWNER contemplates developing a long range plan for modifying, improving and constructing a fiber optic network with capability to support OWNER's use for traffic signal monitoring, police department video cameras, electric, water and wastewater utility monitoring and control, and network traffic between and for OWNER's buildings and facilities, all located within the Owner's city limits, collectively hereinafter designated as the "FIBER OPTIC PLANNING", and;

WHEREAS: The OWNER desires to construct a fiber optic network system alongside and in conjunction with the Main Street Improvements project, where practicable, collectively hereinafter designated as the "MAIN STREET FIBER DESIGN", and;

WHEREAS: Certain engineering services are required in the development of the FIBER OPTIC PLANNING, and;

WHEREAS: Certain engineering services are required in the planning and design of MAIN STREET FIBER OPTIC DESIGN, and;

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

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

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the planning and design services described in the recitals above.

ARTICLE 2 PAYMENTS

IN PAYMENT for the services hereinbefore described under Article 1, ENGINEERING CONSTRUCTION ADMINISTRATION, PROJECT MANAGEMENT, & CONSULTING SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM #1: FIBER OPTIC PLANNING

Atwell & Gent, P.A. proposed to perform these services on an hourly basis with a "not-to-exceed" price of \$25,000.00 using our existing miscellaneous engineering services purchase order. The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER or its SUBCONSULTANTS are engaged in work during the Fiber Optic Planning Phase of this Project, plus travel expenses.

ITEM #2: MAIN STREET FIBER OPTIC DESIGN

Atwell & Gent, P.A. proposed to perform these services on an hourly basis with a “not-to-exceed” price of \$20,000.00 using our existing miscellaneous engineering services purchase order. The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER or its SUBCONSULTANTS are engaged in work during the Main Street Fiber Optic Design Phase of this Project, plus travel expenses.

Hourly rates are established as follows:

Firm Principal	\$175.00
Sr. Engineer/PM	\$170.00
Sr. Engineer	\$165.00
Network & Fiberoptic Consulting	\$150.00
Engineer I	\$145.00
Engineer II	\$125.00
Engineer III	\$105.00
Senior Engineering Technician	\$120.00
Junior Engineering Technician	\$80.00
Senior CAD Technician	\$85.00
Junior CAD Technician	\$65.00
Office Manager	\$70.00
Senior Engineering Intern	\$62.00
Junior Engineering Intern	\$45.00

Transportation and Travel: For ENGINEER, ground transportation will be charged at the current IRS rate per mile for using owned vehicles. For SUBCONSULTANT, ground transportation will be charged at a flat rate of \$75.00 per hour.

ARTICLE 3 BILLING

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

ARTICLE 4 ARBITRATION

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

ARTICLE 5 SUCCESSORS AND ASSIGNS

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

ARTICLE 6 ASSIGNMENT

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

ARTICLE 7 NO PERSONAL LIABILITY

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

ARTICLE 8 NO WAIVER

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

ARTICLE 9 GOVERNING LAW

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

ARTICLE 10 SEVERABILITY

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

ARTICLE 11 ENTIRE AGREEMENT

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

ARTICLE 12 MODIFICATION OF AGREEMENT

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

ARTICLE 13 FORCE MAJEURE

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

ARTICLE 14 NOTICES

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

ARTICLE 15 GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

ARTICLE 16 EFFECTIVE DATE

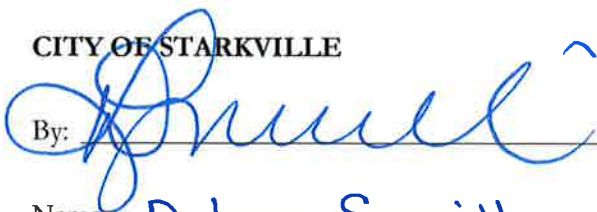
The effective date of the contract shall be considered the date of signing of this Agreement by both the parties.

ARTICLE 17 SIGNATURES

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

OWNER

CITY OF STARKVILLE

By: 

Name: D. Lynn Spruill

Title: Mayor

Date: May 20, 2025

ENGINEER

ATWELL AND GENT, P.A.

By: _____

Name: Jeffrey Atwell

Title: President

Date: 04/24/2024

15. CONSIDERATION TO APPLY FOR AND RECEIVE FY 2025 EMERGENCY MEDICAL SERVICES OPERATING FUND (EMSOF) GRANT IN THE AMOUNT OF \$14,855.00 TO USE TOWARD PURCHASE OF A SPRINT TRUCK.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for and receive FY 2025 Emergency Medical Services Operating Fund (EMSOF) Grant in the amount of \$14,855 to use toward purchase of a Sprint Truck” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ANDREW BICHON, TYLER DIEBOLD AND FABIOLA GUEDEZ AS STUDENT INTERNS FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew Bichon, Tyler Diebold and Fabiola Guedez as Student Interns for the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE HAYDEN HOLLY AS A NON -CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Hayden Holly as a non-certified Starkville Police Officer” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE CASEY RAY AS A TEMPORARY SEASONAL AIRCRAFT LINEMAN (FBO) AT THE STARKVILLE AIRPORT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Casey Ray as an Aircraft Lineman (FBO) at the Starkville Airport” is enumerated, this consent item is thereby approved.

19. CONSIDERATION FOR JOY LANDRY TO ASSUME ADDITIONAL DUTIES IN A DUAL-ROLE CAPACITY AS THE ADMINISTRATIVE ASSISTANT FOR THE SANITATION DEPARTMENT AND THE RECEPTIONIST AT THE CITY HALL FRONT DESK.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval for Joy Landry to assume additional duties in a dual-role capacity as the Administrative Assistant for the Sanitation Department and the Receptionist at the City Hall front desk with costs to be shared equally between Sanitation and Human Resources” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF DISCIPLINARY ACTION RECOMMENDED BY CHIEF OF POLICE MARK BALLARD AS A RESULT OF I.A.# 25-05-001 FOR A STARKVILLE POLICE DEPARTMENT EMPLOYEE DISCIPLINE OF POLICE OFFICER.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of disciplinary action recommended by Chief of Police Mark Ballard as a result of I.A.# 25-05-001 for a Starkville Police Department employee” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF CHANGE ORDER #4 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$18,371.95 INCREASE WITH ETHOS CONTRACTING GROUP TO INCLUDE ADDITIONAL TREES FOR THE AMPHITHEATER, AND ADDITIONAL DRAINAGE FOR THE PLAYGROUND AREAS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #4 for the McKee Park Improvements Project in the amount of an \$18,371.95 increase with Ethos Contracting Group for additional trees for the amphitheater, and additional drainage for the playground areas” is enumerated, this consent item is thereby approved. The Change Order follows this page.

22. CONSIDERATION OF APPROVING CHANGE ORDER #1 TO BYRUM FOR THE J. L. KING BOX CULVERT REPLACEMENT PROJECT IN THE AMOUNT OF \$65,053.55.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 for the J. L. King Box Culvert Replacement project in the amount of \$65,053.55 which includes the addition of concrete collars at the construction joints of the box culvert, as recommended by the Mississippi Department of Transportation (MDOT) for poured-in-place construction” is enumerated, this consent item is thereby approved.

23. CONSIDERATION FOR STEPHEN GARCIA AND COLE BRITT TO ATTEND THE MISSISSIPPI TENNESSEE TACTICAL OFFICERS’ ASSOCIATION SWAT COURSE #41 IN MEMPHIS, TENNESSEE MAY 26TH – JUNE 6TH AT A COST NOT TO EXCEED \$3,500.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval for Stephen Garcia and Cole Britt to attend the Mississippi Tennessee Tactical Officers’ Association Swat Course #41 in Memphis, Tennessee May 26th – June 6th at a cost not to exceed \$3,500.00” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO ENTER A NON-COMPENSATED SPECIAL INVESTIGATOR CONTRACT, UNDER MISSISSIPPI CODE SECTION 41-29-112, BETWEEN THE MISSISSIPPI BUREAU OF NARCOTICS (MBN), INVESTIGATOR MICHAEL MCCLENDON AND STARKVILLE POLICE DEPARTMENT WITH INVESTIGATOR MICHAEL MCCLENDON AS A NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR UNDER MS CODE 41-29-112 BY THE CONDITIONS SET FORTH IN THE CONTRACT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval to enter a Non-Compensated Special Investigator Contract under Mississippi Code Section 41-29-112, between The Mississippi Bureau of Narcotics (MBN), Investigator Michael McClendon and Starkville Police Department with MBN appointing Investigator Michael McClendon as a non-compensated Special Contract Investigator under MS Code 41-29-112 by the conditions set forth in the contract” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM MAGNOLIA PUMP & EQUIPMENT INC. IN THE AMOUNT OF \$9,764.00 FOR A 50HP PUMP FOR TRIM CANE PUMP STATION.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of to accept the low quote from Magnolia Pump & Equipment Inc. repair a 50hp pump for the Trim Cane Pump Station in the amount of \$11,908.50” is enumerated, this consent item is thereby approved.

Two quotes received: Magnolia Pump & Equipment Inc. \$11,908.50 and Cooper Electric - \$13,997.03

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

McKee Park Improvements
Starkville, MS

CONTRACT INFORMATION:

Contract For: General Construction
Date: August 26, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 004
Date: May 6, 2025

OWNER: (Name and address)

City of Starkville, MS
110 West Main Street
Starkville, MS 39759

ARCHITECT: (Name and address)

Kimley-Horn and Associates, Inc.
6750 Poplar Ave. Suite 600
Memphis, TN 38138

CONTRACTOR: (Name and address)

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 032 - Play Area Revised Inlets - \$7,718.56

PCO 035 - Additional Trees in Amphitheater - \$14,880.76

PCO 036 - Additional Drainage for Nature Area Synthetic Turf - \$2,273.02

PCO 037 - Credit for Concrete Sidewalk at Lynn Lane - (\$6,500.39)

The original Contract Sum was	\$ 6,705,557.00
The net change by previously authorized Change Orders	\$ 332,790.97
The Contract Sum prior to this Change Order was	\$ 7,038,347.97
The Contract Sum will be increased by this Change Order in the amount of	\$ 18,371.95
The new Contract Sum including this Change Order will be	\$ 7,056,719.92

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be October 22, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kimley-Horn and Associates, Inc.
ARCHITECT (Firm name)

Ethos Contracting Group, LLC
CONTRACTOR (Firm name)

City of Starkville, MS
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Owen Harris, PLA
PRINTED NAME AND TITLE

Jacob B. Forrester, President
PRINTED NAME AND TITLE

D.L. Spruill, Mayor
PRINTED NAME AND TITLE

DATE

DATE

DATE



5.9.2025

PCO #1

TO: The City of Starkville

PROJECT: JL King Park

RE: Collars

SCOPE OF WORK: Add collars to the box culvert at 60' spacing

COST: \$ 65,053.55

ADDED TIME TO CONTRACT: 0 Days

CLARIFICATIONS:

COST BREAK DOWN

	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	Added labor	20	EA	\$ 1,190.00	\$ 23,800.00
2	Added concrete materials	20	EA	\$ 320.00	\$ 6,400.00
3	Added rebar materials	20	EA	\$ 441.00	\$ 8,820.00
4	Added forming/concrete accessories	20	EA	\$ 200.00	\$ 4,000.00
5	Additional Pumping Fees	6	EA	\$ 1,800.00	\$ 10,800.00
				Subtotal	\$ 53,820.00
	Contractor's Fee 15%	1	LS	\$ 8,073.00	\$ 8,073.00
	Bond	1	LS	\$ 900.00	\$ 900.00
	MPC Tax 3.6%	1	LS	\$ 2,260.55	\$ 2,260.55
				GRAND TOTAL	\$ 65,053.55

Thanks,

Orry Lawrence, Project Manager
Byrum Construction Inc.

NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" MICHAEL McCLENDON, hereinafter referred to as McCLENDON, and generally as "SCI;" and STARKVILLE POLICE DEPARTMENT, hereinafter referred to as STARKVILLE P.D. and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed herein are to be performed by McCLENDON unless otherwise noted.

2.1 Goal

Pursuant to Mississippi Code Section 41-29-112, the Director of MBN desires the services of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts.

2.2 Scope of Work

2.2.1 SCI will be known and will identify himself/herself as a Special Contract Investigator for MBN when acting under his/her authority as a non-compensated Special Contract Investigator for MBN.

2.2.2 SCI agrees and promises to perform services and duties as assigned by the Director of MBN or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Uniform Controlled Substances Law, Mississippi Code Section 41-29-101, *et. seq.* SCI will be assigned duties and have authority to act in cases related to drug investigations with MBN.

2.2.3 SCI agrees to faithfully perform the duties assigned to him/her by MBN to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.

2.2.4 SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to abide by applicable MBN policies, methods, and procedures, including field testing, chain of custody, evidence handling, case reporting, and handling of public funds. MBN agrees to train SCI in such policies, methods, and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of MBN or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition of appointment as a Special Contract Investigator, meet the same requirements imposed on all MBN agents, including background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations, provided that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the discretion of the Director of MBN or his designee or the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide MBN upon demand with information required to conduct a background investigation, along with satisfactory results of polygraph and urinalysis testing from sources acceptable to MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of Mississippi Code Section 45-6-11 and that he/she holds a valid professional certificate issued by the Mississippi Board of Law Enforcement Officer Standards and Training.

3.2 Firearms Qualification

SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and Employer.

3.3 Non-MBN Employee

Pursuant to Mississippi Code Section 41-29-112, SCI shall not be considered an employee of MBN for any purpose. SCI is a regular, full-time employee of STARKVILLE P.D. and while functioning as such, should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

SCI Contract – McCLENDON

4.1 No Entitlements of Employment with MBN

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, to the extent that said provisions apply generally to MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by MBN or the State of Mississippi through MBN, nor shall SCI be entitled by this contract to coverage by the Mississippi Workers' Compensation Commission as applicable to MBN or the Mississippi Department of Public Safety.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does not guarantee full employment either in the present or future for SCI with MBN or the Mississippi Department of Public Safety.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from MBN or the Mississippi Department of Public Safety.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. MBN will only furnish appropriate credentials for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded to SCI by MBN or the Mississippi Department of Public Safety for claims or criminal charges arising from the performance of duties under this agreement. Said representation must be provided by Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2025**, unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including STARKVILLE P.D., through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

SCI Contract – McCLENDON

This contract is subject to and incorporates the following terms and conditions governing the contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

MBN and the Mississippi Department of Public Safety, an agency of the State of Mississippi, in no way waive sovereign immunity, and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, Attn: Director, P.O. Box 720519, Byram, MS 39272, or to SCI at 101 E. Lampkin Street Starkville, MS 39759. Notice of termination to Employer will also be given by MBN. Notice pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

MBN shall have sole discretion to determine whether SCI is capable of fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not be assigned, subcontract, or otherwise transfer this agreement, in whole or in party.

7.7 Waiver

SCI agrees and promises to make no claim against the Director of MBN, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of MBN, or against the Mississippi Department of Public Safety, for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI agrees and promises that he is an authorized employee of STARKVILLE P.D. and that prior to entering upon the discharge of duties as a non-compensated Special Contract

SCI Contract – McCLENDON

Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporation, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under Mississippi Code Section 41-29-112, the Director of MBN designates MICHAEL McCLENDON to be a non-compensated Special Contract Investigator of MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

PHILLIP POPE, LTC
MBN DIRECTOR

DATE

MICHAEL McCLENDON
SPECIAL CONTRACT INVESTIGATOR

DATE

PRINT NAME: _____
WITNESS TO SCI SIGNATURE

DATE



MARK BALLARD
CHIEF of STARKVILLE P.D.

SCI Contract – McCLENDON

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT**

Addendum A – STARKVILLE P.D.’s request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

**ADDENDUM TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint MICHAEL McCLENDON to be a non-compensated Special Contract Investigator under Mississippi Code Section 41-29-112 and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I understand that neither MBN nor the Mississippi Department of Public Safety will provide legal representation for MICHAEL McCLENDON for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of STARKVILLE P.D.

I certify that:

- (1) MICHAEL McCLENDON is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of STARKVILLE P.D. while working as a non-compensated Special Contract Investigator.
- (2) STARKVILLE P.D. is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of STARKVILLE P.D. while working as a non-compensated Special Contract Investigator.
- (3) MICHAEL McCLENDON has been certified under Mississippi Code Section 45-6-11 by the Board on Law Enforcement Officer Standards and Training, and such certification is current.
- (4) MICHAEL McCLENDON has met firearms training requirements of my law enforcement agency, and such required requalification is and will remain current for the duration of this contract.
- (5) MICHAEL McCLENDON has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) This request to appoint MICHAEL McCLENDON as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the Starkville, MS Board of Alderman

DATE

DATE

Mark Ballard
CHIEF

PRINT NAME: Mark Ballard

D. Lynn Spruill
STARKVILLE BOARD OF ALDERMAN

PRINT NAME: D. Lynn Spruill

WITNESS TO BOARD OF ALDERMAN

Besa Hardin
City Clerk

SCI Contract – McCLENDON

26. CONSIDERATION OF EMERGENCY AUTHORIZATION, AS PER MISSISSIPPI CODE SECTION 31-7-13 (K) THAT AN EMERGENCY EXISTS SUCH THAT TO DELAY REPAIRS BY CALLING FOR A SPECIAL CALLED MEETING TO CHOOSE THE LOWER OF TWO QUOTES PRIOR TO REPAIR WOULD HAVE BEEN DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY, TO PURCHASE A 50HP PUMP FOR THE TRIM CANE PUMP STATION IN THE AMOUNT OF \$11,908.50.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization, as per Mississippi Code Section 31-7-13 (K) that an emergency exists such that to delay REPAIRS by calling for a special called meeting to choose the lower of two quotes prior to repair would have been detrimental to the interest of the governing authority, to purchase a 50hp pump for the Trim Cane Pump Station in the amount of \$11,908.50” is enumerated, this consent item is thereby approved.

Two quotes received at time of failure:

Magnolia Pump & Equipment Inc. \$11,908.50 and Cooper Electric \$13,997.03

27. CONSIDERATION TO APPROVE WORK ORDER #12 – AMENDMENT #1 WITH GARVER TO PROVIDE ADDITIONAL SUPPORT RELATED TO ONGOING LITIGATION RELATED TO THE WASTEWATER TREATMENT PLANT AERATORS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Work Order #12 – Amendment #1 with Garver to provide additional support related to ongoing litigation related to the wastewater treatment plant aerators” is enumerated, this consent item is thereby approved. The work order follows this page.

28. CONSIDERATION OF TASK ORDER #3 WITH NEEL SCHAFFER FOR ENGINEERING SERVICES FOR THE BLUEFIELD AREA WATER MAIN REPLACEMENT PROJECT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 20, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Task Order #3 with Neel Schaffer for engineering services for the Bluefield Area Water Main Replacement Project to perform engineering services, including preliminary engineering and environmental, design, and CE&I for the proposed project” is enumerated, this consent item is thereby approved. The task order follows the Garver work order.



**WORK ORDER #12 – AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (OWNER) and GARVER, LLC (GARVER), dated November 21, 2017 ("Agreement"), OWNER and GARVER agree as follows:

1. **Specific Project Title:** Starkville WWTP Aeration System Evaluation
2. **Description:** Generally, this amendment adds additional services to support ongoing litigation between the OWNER and parties of a previous project to design, manufacture, and install disc aerators at the Starkville WWTP.
3. **Scope of Services:** The services to be performed generally consist of the following:

Task 1 Litigation Support

GARVER will provide litigation support including, but not limited to, serving as expert witness and providing support to the OWNER's legal counsel as needed.

Additional Services may be authorized at a later time under separate work orders to the Master Agreement. The scope for these services is authorized for execution under this Work Order.

4. **MSA Additions**

N/A

5. **OWNER's Responsibilities:** As indicated in Master Agreement.

6. **Schedule:** Discounting unforeseen conditions and circumstances beyond GARVER's control, GARVER shall complete the items described above on an ongoing basis in support and at the schedule of the ongoing litigation.

7. **Payment to Engineer:**

- a. The total compensation to GARVER for the services identified by this Work Order shall be on an hourly not to exceed (NTE) basis with a NTE fee amount of (\$50,000). This revises the original NTE amount associated with Work Order No. 12 to \$77,500.
- b. Any additional work beyond the scope of services defined in this Work Order, and authorized by the OWNER, shall be paid for in a subsequent Work Order.

8. **Subconsultants:** None.

9. **Other Amendments to Master Agreement:** None.

10. **Attachments:**

- a. **Exhibit A – Hourly Rate Schedule**



Approval and Acceptance

Approval and Acceptance of this Work Order Amendment, including attachments listed above, shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the OWNER.

The Effective Date of the Work Order is _____, 2025.

Owner:
STARKVILLE UTILITIES



Signature
D. Lynn Spruill

Mayor

Engineer:
GARVER



Signature
R. Wesley Cardwell, PE

Business Team Leader



Exhibit A
Starkville Utilities
Earnest E. Jones WWTP Aeration System Evaluation
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	\$ 129.00
E-2	\$ 150.00
E-3	\$ 181.00
E-4	\$ 210.00
E-5	\$ 249.00
E-6	\$ 286.00
E-7	\$ 426.00
Designers	
D-1	\$ 121.00
D-2	\$ 140.00
D-3	\$ 167.00
D-4	\$ 195.00
Technicians	
T-1	\$ 94.00
T-2	\$ 120.00
T-3	\$ 146.00
T-4	\$ 183.00
Management / Administration	
AM-1	\$ 75.00
AM-2	\$ 100.00
AM-3	\$ 139.00
AM-4	\$ 177.00
AM-5	\$ 218.00
AM-6	\$ 268.00
AM-7	\$ 323.00
M-1	\$ 516.00

Agreement for Professional Services
Earnest E. Jones WWTP Aeration System Evaluation
Task Order No. 12 - Amendment No. 1

Garver Project No. W10-2301124

May 13, 2025

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759



**RE: STARKVILLE UTILITIES MASTER SERVICES AGREEMENT – TASK ORDER #3
BLUEFIELD AREA WATER MAIN REPLACEMENT PROJECT**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

Preliminary Engineering and Environmental: \$40,000

Engineering Design: \$120,000

Construction Engineering and Inspection: \$90,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFER, INC.

William Sanford, P.E.
Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY:

D. Lynn Spruill, Mayor

DATE:

5-20-2025

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new firemen Jonathan Miles, Graham Murphree, Chance Null and Joseph Phillips. She noted there would be citywide pickup by the Sanitation dept on Tuesday, May 27, due to Memorial Day holiday on May 26. She noted the large crowd earlier at the Main Street Renovation Groundbreaking. Mayor Spruill introduced Police Chief Mark Ballard who presented the Life Saver Award to Cameron Bell. On May 3, Officer Bell made life saving choices during a fire at a home on Plum Road by rushing to the calls for help and rescuing the handicapped resident of the home. Many fellow officers were in attendance.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins listed all the polling places for the upcoming June 3, 2025 Municipal General Election and encouraged everyone to exercise their right to vote. He thanked everyone for their assistance with cleanup and safety after the May 8 storm. There were no injuries despite the damages incurred. He recently spoke at the DARE graduations and complimented Starkville Police for the education they provide young children in the program. The Vice Mayor then thanked the City Clerk's office for their treatment of absentee voters during the primary.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the citizens are pleased with the growth of the City, but concerned with the Main Street construction and handicap accessibility to building on Main Street during the construction.

Mayor's Youth Council – several members of the Mayor's Youth Council thanked the Mayor and Board for their support throughout the year.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF SE 25-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW THE USE OF TOWNHOMES ON THE SOUTH SIDE OF LYNN LANE DIRECTLY EAST OF FIELDGATE DRIVE IN A TN-N ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 25-02 a request for Special Exception to allow the use of townhomes on the south side of Lynn Lane directly east of Fieldgate Drive in a TN-N zoning district. The applicant, Kraker Real Estate, LLC, is seeking a Special Exception to allow for the use of "Dwelling, Townhouse/ Rowhouse" located on the south side of Lynn Lane directly east of Fieldgate Drive in a TN-N zoning district with the property #102I-00-002.01. The applicant is proposing to build two townhome buildings with three dwelling units in each building. The proposed parking is located behind the buildings. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Townhouse/ Rowhouse" in a TN-N zoning district. The proposed use requires constructing a new building and a major modification to an existing site. Therefore, the request will be reviewed as a Special Exception. Section 3.4.1 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use. The proposed development appears to meet the additional standards. Site Plan approval and Architecture Review will be required prior to issuance of a building permit.

Slade Kraker was present to answer any questions and thanked the Board for their consideration.

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

29. CONSIDERATION OF SE 25-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW THE USE OF TOWNHOMES ON THE SOUTH SIDE OF LYNN LANE DIRECTLY EAST OF FIELDGATE DRIVE IN A TN-N ZONING DISTRICT.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion for the City of Starkville to approve Special Exception request SE 25-02 to allow for the placement of two townhome buildings with three units each on the south side of Lynn Lane on a lot with the property #102I-00-002.01. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF LOT MOWINGS OF PROPERTIES (106 SHADOWOOD, 241 CRITZ, 2400 DOUGLAS MCARTHUR, 300 SCALES, 314 LOUISVILLE AND 603 HANCOCK) 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 Supervisor Sgt. Scotty Carrithers presented 106 Shadowood, 241 Critz, 2400 Douglas McArthur, 300 Scales, 314 Louisville and 603 Hancock 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. He noted that the morning of May 20 he observed all except 2400 Douglas McArthur had been mowed.

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

30. CONSIDERATION OF LOT MOWINGS OF PROPERTIES (106 SHADOWOOD, 241 CRITZ, 2400 DOUGLAS MCARTHUR, 300 SCALES, 314 LOUISVILLE AND 603 HANCOCK) 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 Sistrunk, duly seconded by Alderman Vaughn, offered a motion for the City of Starkville to mow the properties located at 106 Shadowood, 241 Critz, 2400 Douglas McArthur, 300 Scales, 314 Louisville and 603 Hancock 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: Yea
Alderman Jeffrey Rupp	Voted: Absent
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.

Case #25-000138, 102P-00-016.00, 106 Shadowwood Ln, Starkville, MS:



Photos taken 5/9/2025

Case #25-000140, 17L-00-253.00, 241 Critz St, Starkville, MS:



Case #25-000141, 102D-00-116.00, 2400 Douglas McArthur, Starkville, MS:



Case #25-000142, Parcel # 102B-00-052.00, 300 Scales St, Starkville, MS:



Case #25-000143, Parcel # 102B-00-051.00, 314 Louisville St, Starkville, MS:



Case #25-000144, Parcel # 101D-00-289.00, 603 Hancock St, Starkville, MS:



31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of May 12, 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: Yea
Alderman Jeffrey Rupp	Voted: Absent
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	\$ 453,846.45
Restricted Police Fund	002	264.92
Restricted Fire Fund	003	43.00
Airport Fund	015	59,970.69
Sanitation / Environ Services	022	43,862.27
Debt Service Fund	200	2,700.00
Capital Projects Fund	300	35,486.03
Industrial Park Bond	303	22,960.88
Main Street	311	4,434.35
Parks Capital Project Fund (2023)	312	976.00
Park and Rec Tourism	375	21,844.98
BUILD Grant/ MS 182/MLK Dr	377	1,336,515.19
Economic Dev, Tourism & Conv	630	190,825.16
Payroll - Insurance	681	8,534.00
Sub Total Before Utilities		\$ 2,182,466.95
Utilities Dept.	SED	593,630.23
Total Claims	Total	\$2,776,097.18

32. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Sistrunk, seconded by Alderman Moreland, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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 passed. The Board entered closed session.

33. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of pending litigation. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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 passed. The Mayor invited the public back in and announced that the Board had decided to go into Executive Session for the purpose of pending litigation. The Mayor and Board then went into Executive Session. Alderman Beatty left during Executive Session.

34. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion, seconded by Alderman Sistrunk, to exit Executive Session and return to open session. The Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session. Alderman Brooks disconnected telephonically at the end of the Executive Session.

35. MOTION TO ADJOURN UNTIL JUNE 3, 2025 @ 5:30 P.M. IN THE SECOND FLOOR CONFERENCE ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, for the Board of Aldermen to adjourn the meeting until June 3, 2025 @ 5:30 at 110 West Main Street in the Second Floor Conference Room of City Hall, the Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
Alderman Mike Brooks	Voted: Absent
Alderman Hamp Beatty	Voted: Absent
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 3rd DAY OF JUNE, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK