



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
June 18, 2019

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Human Resources Director
Navarrete Ashford

City Engineer
Edward Kemp

City Planning & Community Development
Dr. Simon Kim

Court Clerk
Jodi Hogue

Park and Recreation Director
Gerry Logan

Sanitation and Environmental Services Director
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESSED MEETING OF TUESDAY, JUNE 18, 2019
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 21, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 4, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions :

Municipal Court – Shay Holmes – Municipal Court Clerk

Starkville Utilities – Kody Dupre - Wastewater Operator

Brady Hanes, Noah Jones, and Joshua Reed are all Lineman

Fire Department – Mitch Graves, Zaking Hawkins and Preston Newman are Firefighters

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 : A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00. (TABLED FROM JUNE 4, 2019)

B. PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. CONSIDERATION FOR 16 YOUTH, AND 6 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2019 MAYORS YOUTH COUNCIL TRACK JUNE 24-25, 2019 AT AN APPROXIMATE TOTAL COST OF \$2,500.00.

B. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFER TO SURVEY THE SPORTSPLEX AND MCKEE PARK AT A FEE NOT TO EXCEED \$16,700.00.

C. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFER TO SURVEY CORNERSTONE PARK AT A FEE NOT TO EXCEED \$15,750.00.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE STARK CROSSING DEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES INCLUDING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR THE TAX INCREMENT FINANCING PLAN, STARK CROSSING DEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, JANUARY 2016, AS AMENDED AND RESTATED JULY 2016.

B. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ENDING MARCH 2020 ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON THURSDAY, JUNE 27, 2019.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF PP 19-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED

APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 2011I-00-013.00.

- c. CONSIDERATION OF FP 19-03 A REQUEST FOR FINAL PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 2011I-00-013.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT WITH NEEL SCHAFER TO PROVIDE TRAFFIC IMPACT STUDY VERIFICATION AND OTHER TRANSPORTATION RELATED SERVICES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 11, 2019 FOR FISCAL YEAR ENDING 9/30/19, 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. CONSIDERATION OF ACCEPTANCE OF MAY FINANCIAL STATEMENTS.

3. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 9-30-19

4. REQUEST AUTHORIZATION TO ENTER INTO A LEASE AND SERVICE AGREEMENT FOR A NEOPOST POSTAGE MACHINE WITH MEMPHIS COMMUNICATIONS CORPORATION (MCC) MISSISSIPPI.

5. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR LASHONDA WILSON TO ATTEND THE WEDNESDAY, JUNE 26, OPENING SESSION OF THE MML CONFERENCE IN BILOXI TO ACCEPT HER MUNICIPAL CERTIFIED DEPUTY CLERK PLAQUE WITH COST NOT TO EXCEED \$400.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN ATLANTA, GA AUGUST 7-10, 2019 WITH ADVANCED TRAVEL NOT TO EXCEED \$1300.00, PLUS USE OF CIY VEHICLE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A TEMPORARY DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JALEN CAMPBELL AS A SEASONAL MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE KENDRICK BISHOP, EMELO BUSH, AND JONIRUS DAVIS AS A MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MARICEAV BARBER AS A TEMPORARY MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) PART-TIME PROGRAM ASSISTANT POSITIONS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE JOHN CLARK AS AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
9. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER THOMPSON AND JOHNNIE ARMSTRONG AS PART TIME CITY HALL FRONT DESK RECEPTIONISTS IN THE FINANCE & ADMINISTRATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF A HVAC MAINTENANCE AGREEMENT WITH TERRY SERVICE, INC. FOR THE SPORTSPLEX AT A COST OF \$4,992.00 PER YEAR.
2. CONSIDERATION TO AUTHORIZE MURPHREE PAVING TO RESURFACE THE WALKING PATH AT J. L. KING SENIOR MEMORIAL PARK FOR THE AMOUNT OF \$18,500.00, THE LOWEST QUOTE.
3. CONSIDERATION TO AUTHORIZE A TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT BETWEEN THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT, THE STARKVILLE TENNIS ASSOCIATION, INC. AND THE CITY OF STARKVILLE FOR THE STARKVILLE HIGH TENNIS COURT RESURFACING COURT PROJECT.
4. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT WITH BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER AT A COST OF \$66,752.32 TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.

J. POLICE DEPARTMENT

1. CONSIDERATION OF LOWEST AND BEST QUOTE OF \$756.00 PER MONTH FOR ONCE A WEEK CLEANING FROM JAN-PRO CLEANING SYSTEMS.
2. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF EQUIPMENT, TWO (2) RADAR SPEED LIMIT SIGNS, WITH A 25% MATCH GRANT UP TO \$5,000.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION FOR THE PURCHASE OF OPTICAL GROUND WIRE (MATERIAL ONLY) IN THE AMOUNT OF \$30,750.00.
2. REQUEST APPROVAL FOR ORLANDO SMITH AND JUSTIN HATCHER WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP OPERATION LAB 3 ON JULY 22-26, 2019 AT A COST NOT TO EXCEED \$3,500 TOTAL.
3. REQUEST APPROVAL TO ENTER INTO SPECIAL FACILITIES AGREEMENT BETWEEN STARKVILLE UTILITIES AND SOUTHWIRE COMPANY, LLC FOR POWER FACTOR CORRECTION FACILITIES.

4. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO PROJECT AGREEMENT WITH SOUTHWIRE TO INSTALL NEW UNDERGROUND 13KV CIRCUIT TO THE SOUTHWIRE PLANT.

5. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO SERVICE AGREEMENT WITH BUILDING TECHNOLOGY SERVICES, LLC FOR AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JULY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 6-18-19
PAGE: 1 of 29

SUBJECT: Request approval of the minutes of the May 21, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the May 21, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MAY 21, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on May 21, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked to remove XI. D. 3. from consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the May 21, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Ward Five	Vacant
Alderman Patrick Miller	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.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MAY 21, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- 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**

- A. CONSIDERATION OF THE MINUTES OF THE MAY 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. SCOTT AND ANNA DODD - 211 TURNBERRY LANE STORM DRAINS

B. LATALLA HARRIS- J L KING CENTER

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITION REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE MUTUAL TERMINATION OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA COUNTY CONSOLIDATED SCHOOL SYSTEM FOR THE USE OF J L KING CENTER APPROVED BY BOARD ORDER DATED DECEMBER 6, 2016.

X. BOARD BUSINESS

A. CONSIDERATION OF AMENDING ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITION REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION TO ADVERTISE TO FILL THE WARD 3 POSITION ON THE PLANNING AND ZONING COMMISSION FOR A TERM OF SIX YEARS THAT WILL BECOME VACANT ON JUNE 30, 2019.

C. COURTS

1. REQUEST PERMISSION TO ALLOW COURT CLERK JODI HOGUE TO ATTEND THE MUNICIPAL COURT SUMMER TRAINING PROGRAM IN BILOXI, MS FROM JUNE 24, 2019 THROUGH JUNE 25, 2019 WITH ADVANCE REGISTRATION, TRAVEL AND HOTEL NOT TO EXCEED \$600.00.

D. ENGINEERING

1. CONSIDERATION OF RENEWING THE DITCH SPRAYING CONTRACT WITH CHEMPRO, THE LOWER QUOTE BASED ON THEIR 2018 PROPOSAL, WHICH OFFERED A ONE YEAR EXTENSION OPTION.
2. CONSIDERATION OF APPROVAL OF THE WESTSIDE DRIVE SIDEWALK PROJECT, ACCEPTING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$48,944.50.
3. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE LYNN LANE WIDENING PROJECT IN THE AMOUNT OF \$27,733.30.
4. CONSIDERATION OF APPROVAL TO SELECT GARVER ENGINEERING AS THE CONSULTANT FOR THE LINKAGE TAP PROJECT USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT, AND EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 14, 2019 FOR FISCAL YEAR ENDING 9/30/19, 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. CONSIDERATION OF ACCEPTANCE OF APRIL FINANCIAL STATEMENTS.
3. CONSIDERATION OF PROPERTY INSURANCE RENEWAL, PER PRIOR YEAR AGREEMENT WHICH OFFERED A ONE YEAR EXTENSION OPTION, WITH RENASANT INSURANCE INC. FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO PART-TIME AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR A TEMPORARY FULL-TIME DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A TEMPORARY FULL-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE VANYETTA HOLMES AS THE DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DAISY WIGGINS AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE FOR A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.
9. REQUEST AUTHORIZATION TO HIRE ZAKING HAWKINS AND PRESTON NEWMAN AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
10. REQUEST AUTHORIZATION TO ADVERTISE FOR A FACILITIES AND GROUNDS SUPERVISOR IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.
11. REQUEST AUTHORIZATION TO ADVERTISE FOR ONE (1) SEASONAL MAINTENANCE WORKER IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE SHOCKWAVE AQUATIC CLUB FOR USE OF MONCRIEF POOL FOR SWIM TEAM PRACTICES.
2. CONSIDERATION TO AUTHORIZE TO PURCHASE THREE (3) TEMPORARY BASEBALL PITCHING MOUNDS FROM RICHARDSON ATHLETICS, IN THE AMOUNT OF \$9,906.66, THE LOWER OF TWO QUOTES, TO BE USED FOR BASEBALL PRACTICES AND TOURNAMENT PLAY.
3. CONSIDERATION TO AUTHORIZE HI-TECH ATHLETIC SURFACES TO RESURFACE ONE (1) BASKETBALL COURT AT MCKEE PARK, TWO (2) BASKETBALL COURTS AT J. L. KING SENIOR MEMORIAL PARK, THREE (3) TENNIS COURTS AT MCKEE PARK, AND TO RESURFACE AND CONVERT ONE (1) TENNIS COURT AT MCKEE PARK TO FOUR (4) PICKLEBALL COURTS, FOR A COST OF \$43,900.00, THE LOWEST QUOTE.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW OFFICER ANGELICA COLBERT TO ATTEND THE 2019 D.A.R.E. CONFERENCE, IN BILOXI, MS., JULY 15-19, 2019, WITH ADVANCE REGISTRATION AND HOTEL COSTS NOT TO EXCEED \$700.00.
2. REQUEST AUTHORIZATION TO ALLOW SGT. BRANDON LOVELADY, SGT. CHAD WILLIAMS, SGT. BROOKE CARPENTER, AND SGT. JOHN MICHAEL LAY TO ATTEND THE MISSISSIPPI COMMAND COLLEGE, IN OXFORD, MISS., JULY 28 - AUG. 2, 2019, WITH ADVANCE REGISTRATION AND HOTEL COSTS NOT TO EXCEED \$3,500.00.
3. REQUEST AUTHORIZATION FOR OFFICER DYLAN BOWERS AND WILL SIMON TO ATTEND THE MOTORCYCLE TRAINING IN D'IBERVILLE, MS, ON JUNE 9-14, 2019.
4. REQUEST AUTHORIZATION FOR APPROVAL FOR CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) ASSESSMENT COSTS OF UP TO \$500.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE A CANON CR 190 CHECK SCANNER IN THE AMOUNT OF \$22,495.00 FROM MILNER TECHNOLOGIES AS A SOLE SOURCE BID IN THAT IT IS THE ONLY COMPANY THAN CAN PROVIDE AN OCR SCANNER AND CORRESPONDING SOFTWARE THAT IS FULLY COMPATIBLE WITH SEDC MULTI-SERVICE CUSTOMER ACCOUNTING SOFTWARE.
2. REQUEST APPROVAL OF THE LOWEST BID IN THE AMOUNT OF \$103,449.00 FROM DONALD SMITH COMPANY, WITHOUT THE DEDUCTIVE ALTERNATIVE, AND TO PROCEED WITH THE BLUEFIELD PROJECTS AS RECOMMENDED BY GARVER ENGINEERING.
3. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO ATTEND THE LINE DESIGN & STAKING 4 CLASS JUNE 11-13, 2019. COST NOT TO EXCEED \$2,113.75.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JULY 1, 2019 THROUGH DECEMBER 31, 2019 PERIOD.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JUNE 4, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 30:

2. CONSIDERATION OF THE MINUTES OF THE MAY 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Minutes of the May 3, 2019 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION TO ADVERTISE TO FILL THE WARD 3 POSITION ON THE PLANNING AND ZONING COMMISSION FOR A TERM OF SIX YEARS THAT WILL BECOME VACANT ON JUNE 30, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill the Ward 3 position on the Planning and Zoning Commission for a term of six years that will become vacant on June 30, 2019” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL TO ALLOW COURT CLERK JODI HOGUE TO ATTEND THE MUNICIPAL COURT SUMMER TRAINING PROGRAM IN BILOXI, MS FROM JUNE 24, 2019 THROUGH JUNE 25, 2019 WITH ADVANCE REGISTRATION, TRAVEL AND HOTEL NOT TO EXCEED \$600.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Court Clerk Jodi Hogue to attend the Municipal Court Summer Training Program in Biloxi, MS from June 24, 2019 through June 25, 2019 with advance registration, travel and hotel not to exceed \$600.00” is enumerated, this consent item is thereby approved.

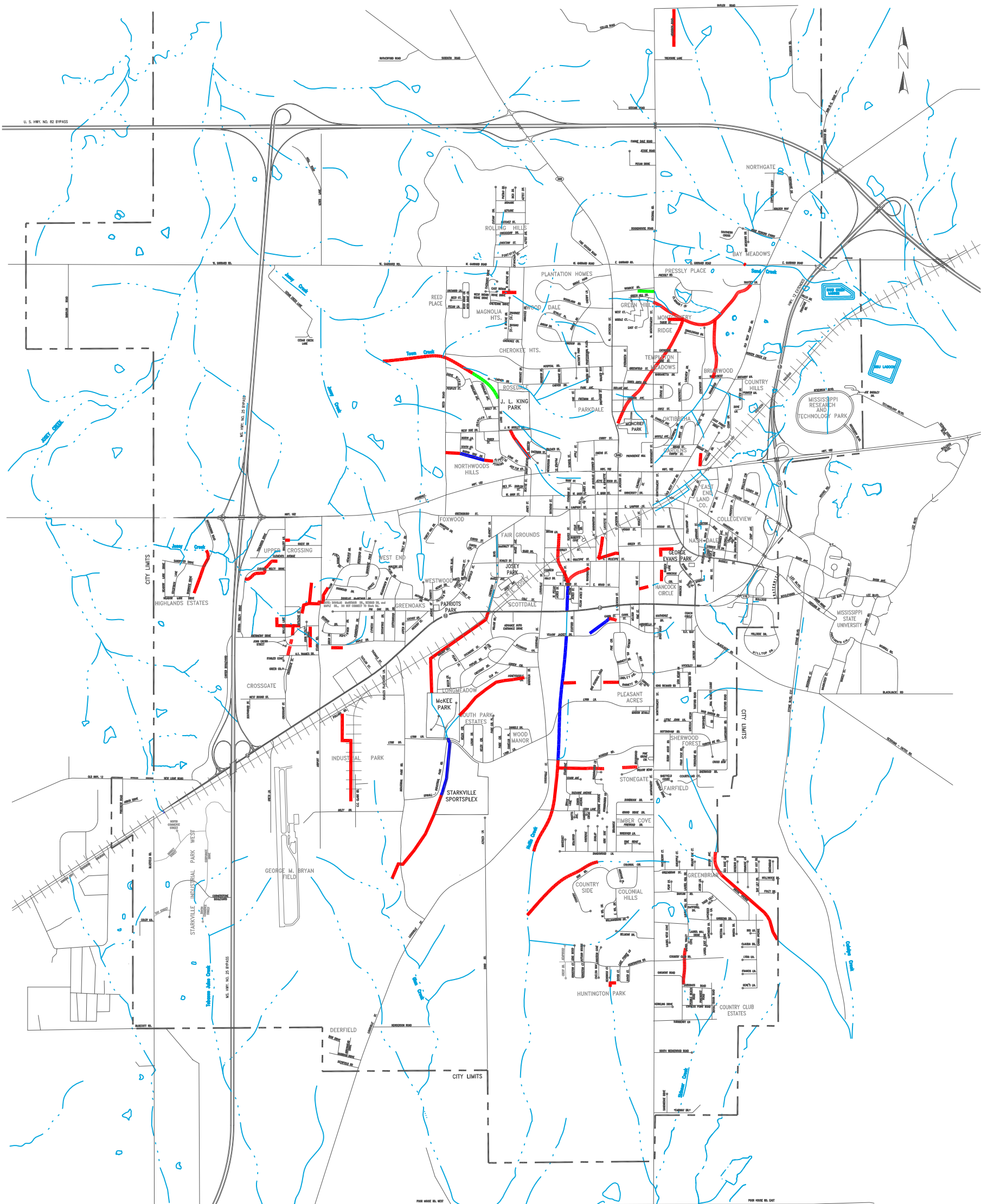
5. CONSIDERATION OF RENEWING THE DITCH SPRAYING CONTRACT WITH CHEMPRO, THE LOWER QUOTE BASED ON THEIR 2018 PROPOSAL, WHICH OFFERED A ONE YEAR EXTENSION OPTION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval of renewing the ditch spraying contract with ChemPro based on their 2018 proposal, which offered a one year extension option” is enumerated, this consent item is thereby approved.

(Documents on following page)

6. CONSIDERATION OF APPROVAL TO SELECT GARVER ENGINEERING AS THE CONSULTANT FOR THE LINKAGE TAP PROJECT USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT, AND EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to select Garver Engineering as the consultant for the Linkage TAP project using MDOT small purchase procedure; authorize the Mayor to negotiate and sign an engineering services contract, and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual” is enumerated, this consent item is thereby approved.



QUANTITIES	
TYPE	TYPE
ROCK	0.32 MI.
NATURAL/UNIMPROVED	10.57 MI.
EROSION MATTING	1.52 MI.

LEGEND	
TYPE	LINE
RIP/RAP	—
NATURAL/UNIMPROVED	—
EROSION MATTING	—

CITY OF STARKVILLE

2018 HERBICIDE APPLICATION MAP

FOR DITCHES AND DRAINAGE CANALS



State of Mississippi
TRANSPORTATION COMMISSION

COMMISSIONER MIKE TAGERT
NORTHERN DISTRICT

December 11, 2018

Honorable D. Lynn Spruill
City of Starkville
110 West Main Street
Starkville, MS 39759

Dear Mayor Spruill,

We are pleased to inform you that the Mississippi Transportation Commission at their meeting on December 11, 2018 approved up to \$588,000.00 in Federal Transportation Alternative (TA) Program funds. These funds, along with a required 20% local match, make up the total cost of the project. The project scope and termini will ultimately be defined and approved during development of the project. This award letter only approves funding, conceptually, of your request. The award is also contingent upon meeting a deadline for procurement of your professional for the development of the project. This will be discussed with you in detail in the following days in a letter from Jeffrey Altman the State Engineer for Local Projects.

Please note that this award letter is not authorization to proceed to contract. The project must be activated, designed and constructed according to the *Project Development Manual for Local Public Agencies* which can be located on the MDOT website at <http://sp.mdot.ms.gov/LPA/Manuals/PDM%20Manual.pdf>.

We look forward to working with you on this project and believe it will be beneficial to your community. As a next step, please contact your District Local Public Agency (LPA) Engineer, Travis Wampler, P.E., P. O. Box 2060, Tupelo, MS 38803, or by phone at (662)842-1122.

Sincerely,

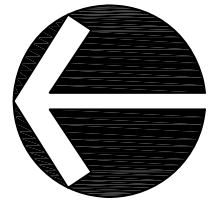
A handwritten signature in blue ink that reads "Mike Tagert".

Mike Tagert
Northern District
Mississippi Transportation Commission

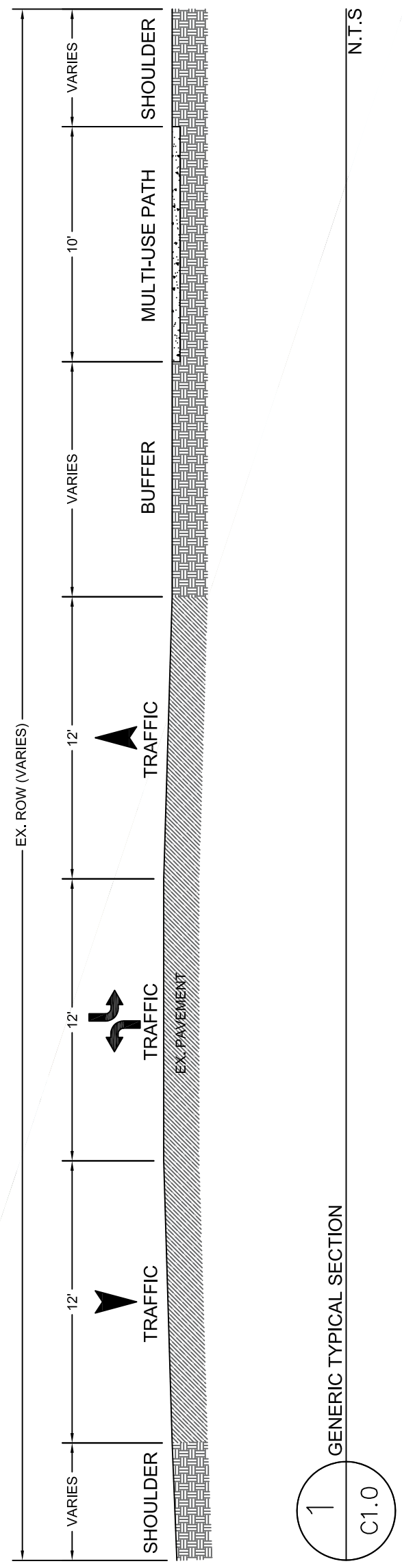
CC: Mr. Billy Owen, Assistant Chief Engineer, Operations
Mr. Jeff Altman, State LPA Engineer
Mr. Travis Wampler, P.E., District 1 LPA Engineer

STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI STATE UNIVERSITY

CONCEPTUAL LAYOUT



STARKVILLE
HISTORIC
MISSISSIPPI'S COLLEGE TOWN



7. CONSIDERATION OF THE ACCEPTANCE OF APRIL FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "Acceptance of the April 2019 financial Statements" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF PROPERTY INSURANCE RENEWAL, PER PRIOR YEAR AGREEMENT WHICH OFFERED A ONE YEAR EXTENSION OPTION, WITH RENASANT INSURANCE INC. FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "consideration to renew property insurance with Renasant Insurance Inc. for property, vehicle and equipment insurance services" is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ADVERTISE FOR TWO PART-TIME AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to advertise for two part-time Aircraft Lineman (FBO) in the Starkville Airport Department" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ADVERTISE FOR A TEMPORARY FULL-TIME DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a temporary full-time Driver in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A TEMPORARY FULL-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "consideration to advertise for a temporary full-time Deputy Court Clerk in the Municipal Court Department" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to advertise for three (3) Maintenance Workers in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE VANYETTA HOLMES AS THE DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to hire Vanyetta Holmes as the Deputy Court Clerk in the Municipal Court Department at Grade 9" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE DAISY WIGGINS AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Daisy Wiggins as a part-time Receptionist in the Starkville Parks & Recreation Department not to exceed twenty (20) hours per week at \$10.00 per hour and will not be eligible for benefits” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Equipment Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ADVERTISE FOR A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Training Chief in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE ZAKING HAWKINS AND PRESTON NEWMAN AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Zaking Hawkins and Preston Newman as Entry Level Firefighters in the Starkville Fire Department at Grade 5 entry level” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A FACILITIES AND GROUNDS SUPERVISOR IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Facilities and Grounds Supervisor in the Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ADVERTISE FOR ONE (1) SEASONAL MAINTENANCE WORKER IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for one (1) Seasonal Maintenance Worker in the Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE SHOCKWAVE AQUATIC CLUB FOR USE OF MONCRIEF POOL FOR SWIM TEAM PRACTICES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Facility Use agreement with the Shockwave Aquatic Club for use of Moncrief Pool for swim team practices” is enumerated, this consent item is thereby approved.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **SHOCKWAVE AQUATIC TEAM**, a non-recreational swimming team with players that reside in Starkville, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect from the date of execution until December 31, 2019. The City will permit the User to use Moncrief Park Pool, address Moncrief Park St, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of team practices. The City shall have the option to immediately terminate this Agreement with or without cause with a minimum thirty (30) day notice.

1.02 The schedule of facilities dates and times shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

(a) Five-hundred and no/100 Dollars (\$500.00).

1.04 The User agrees that it will be solely responsible for the following items:

(a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Opening and closing of the facility.

(b) Cleaning and stocking of restrooms.

(c) General grounds maintenance of Facility and City-installed equipment.

(e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (c) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising

out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

SHOCKWAVE AQUATIC CLUB

Signature: 
Printed Name: Savannah Eriksen
Date: 5/21/19

CITY OF STARKVILLE

Signature: 
Mayor D. Lynn Spruiell
Date: May 21, 2019

21. CONSIDERATION TO AUTHORIZE TO PURCHASE THREE (3) TEMPORARY BASEBALL PITCHING MOUNDS FROM RICHARDSON ATHLETICS, IN THE AMOUNT OF \$9,906.66, THE LOWER OF TWO QUOTES, TO BE USED FOR BASEBALL PRACTICES AND TOURNAMENT PLAY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to purchase three (3) temporary baseball pitching mounds from Richardson Athletics, in the amount of \$9,906.66, the lower of two quotes, to be used for baseball practices and tournament play” is enumerated, this consent item is thereby approved.

Two quotes received: Richardson Athletics - \$9,906.66 and BSN Sports - \$11,732.88

22. CONSIDERATION TO AUTHORIZE HI-TECH ATHLETIC SURFACES TO RESURFACE ONE (1) BASKETBALL COURT AT MCKEE PARK, TWO (2) BASKETBALL COURTS AT J. L. KING SENIOR MEMORIAL PARK, THREE (3) TENNIS COURTS AT MCKEE PARK, AND TO RESURFACE AND CONVERT ONE (1) TENNIS COURT AT MCKEE PARK TO FOUR (4) PICKLEBALL COURTS, FOR A COST OF \$43,900.00, THE LOWEST QUOTE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to authorize Vesco Tennis Courts, Inc to resurface one (1) basketball court at McKee Park, two (2) basketball courts at J. L. King Senior Memorial Park, three (3) tennis courts at McKee Park, and to resurface and convert one (1) tennis court at McKee Park to four (4) pickleball courts, for a cost of \$48,267.00, the lowest quote” is enumerated, this consent item is thereby approved.

Two quotes received: Vesco Tennis Courts, Inc. - \$48,267.00 and Quality Court Industries - \$128,250.00

23. CONSIDERATION TO ALLOW OFFICER ANGELICA COLBERT TO ATTEND THE 2019 D.A.R.E. CONFERENCE, IN BILOXI, MS., JULY 15-19, 2019, WITH ADVANCE REGISTRATION AND HOTEL COSTS NOT TO EXCEED \$700.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Officer Angelica Colbert to attend the D.A.R.E. Conference, in Biloxi, MS., July 15-19, 2019, with advance costs not to exceed \$700.00” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO ALLOW SGT. BRANDON LOVELADY, SGT. CHAD WILLIAMS, SGT. BROOKE CARPENTER, AND SGT. JOHN MICHAEL LAY TO ATTEND THE MISSISSIPPI COMMAND COLLEGE, IN OXFORD, MISS., JULY 28 - AUG. 2, 2019, WITH ADVANCE REGISTRATION AND HOTEL COSTS NOT TO EXCEED \$3,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to allow Sgt. Brandon Lovelady, Sgt. Chad Williams, Sgt. Brooke Carpenter, and Sgt. John Michael Lay to attend the Mississippi Command College, in Oxford, Miss., July 28-Aug. 2, 2019, with costs not to \$3,500.00” is enumerated, this consent item is thereby approved.

25. CONSIDERATION FOR OFFICERS DYLAN BOWERS AND WILL SIMON TO ATTEND THE MOTORCYCLE TRAINING IN D’IBERVILLE, MS, ON JUNE 9-14, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Officers Dylan Bowers and Will Simon to attend the Motorcycle Training in D’Iberville, MS., on June 9-14, 2019” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF APPROVAL FOR CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) ASSESSMENT COSTS OF UP TO \$500.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval for CALEA expenses up to \$500.00 for the hotel reservations for two CALEA assessors” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL TO PURCHASE A CANON CR 190 CHECK SCANNER IN THE AMOUNT OF \$22,495.00 FROM MILNER TECHNOLOGIES AS A SOLE SOURCE BID IN THAT IT IS THE ONLY COMPANY THAT CAN PROVIDE AN OCR SCANNER AND CORRESPONDING SOFTWARE THAT IS FULLY COMPATIBLE WITH SEDC MULTI-SERVICE CUSTOMER ACCOUNTING SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase a Canon CR 190 Check Scanner from Milner Technologies in the amount of \$22,495.00 as a sole source bid in that it is the only company that can provide an OCR scanner and corresponding software that is fully compatible with SEDC multi-service customer accounting software” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF APPROVAL OF THE LOWEST BID IN THE AMOUNT OF \$103,449.00 FROM DONALD SMITH COMPANY, WITHOUT THE DEDUCTIVE ALTERNATIVE, AND TO PROCEED WITH THE BLUEFIELD PROJECTS AS RECOMMENDED BY GARVER ENGINEERING.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best bid in the amount of \$103, 449.00 from Donald Smith Company, without the deductive alternative, and to proceed with the Bluefield projects as recommended by Garver Engineering” is enumerated, this consent item is thereby approved.



2111 Parkway Office Circle, Suite 100
Birmingham, AL 35244

TEL 205.443.3080
FAX 205.313.6465

www.GarverUSA.com

May 9, 2019

Jacob Forrester
Starkville Utilities
200 N. Lafayette St.
Starkville, MS 39759

Re: Bluefield Well Rehabilitation Project – Recommendation of Award

Dear Mr. Forrester:

Bids were received for the Bluefield Well Rehabilitation project at the office of the City Clerk for City of Starkville at 2:00 PM on May 7, 2018. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of four (4) bids were received on the project. The low bid amount was submitted by Donald Smith Company, Inc. in the amount of \$103,449.00.

In addition to the base bid amount, a deductive alternate was included in the bid for the use of uncoated steel column piping and oil tubing in lieu of the specified coating within the base bid. The submitted deductive cost for this item by Donald Smith Company was \$10,818.00. At this price, we believe it is in the best interest of Starkville Utilities to not accept the deductive pricing and remain with the specified base bid. Coating of the column piping and oil tubing will allow for an extended life cycle and increased corrosion resistance from the chlorides present within the Bluefield Well with only a minor price increase.

We believe that the base bid and additive alternate submitted by Donald Smith Company represent a good value for Starkville Utilities. As such, we recommend Contract award of this project to Donald Smith Company in the amount of the low base bid tendered, \$103,449.00.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Brian Shannon, PE
Senior Project Manager

Attachments: Bluefield Well Rehabilitation Certified Bid Tabulation



Bluefield Well Rehabilitation
Starkville Utilities; Starkville, Mississippi
Garver Project No. 19W10050; Bid Opening: May 7, 2019 - 2:00pm

Item	Description	Bid Qty.	Units	Donald Smith Company		Layne Water Services ^{1,2}		Mid-South Water		Parks and Parks Water Well Services	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization and Demobilization (Not to exceed \$5,000.00)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Bluefield Well Rehabilitation	1	LS	\$85,449.00	\$85,449.00	\$128,979.00	\$128,979.00	\$166,000.00	\$166,000.00	\$193,000.00	\$193,000.00
3	Startup, Bacterial Testing, Clean-up, and Use of Facilities	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4	Allowance for Extra Work Relating to Miscellaneous	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				TOTAL	\$103,449.00	TOTAL	\$146,979.00	TOTAL	\$184,000.00	TOTAL	\$211,000.00
Alt. A	Use of Uncoated Steel Column Piping and Oil Tube in-lieu of Coated Steel Column Piping and Oil Tube	1	LS	N/A	\$ (10,818.00)	N/A	\$ (8,990.00)	N/A	\$ (24,000.00)	N/A	\$ (12,000.00)

- 1 Layne Water Services submitted their bid using the original Bid Form as opposed to the updated Bid Form from Addendum No. 2. Garver does not believe this effected the price of Layne's bid or the outcome of the bid opening.
- 2 Layne Water Services wrote the Total Base Bid price in figures as \$149,979.00 and in words as One hundred and forty-six thousand nine hundred and seventy nine dollars and zero cents. The price in figures was miscalculated while the price in words is the correct sum of Layne's lump sum bid prices. This error did not effect the outcome of the bid opening.

I certify that these are the correct bids taken for the Bluefield Well Rehabilitation project for Starkville Utilities at 2:00pm on May 7, 2019.

Brian S. Shannon, P.E.
Mississippi #25681

29. CONSIDERATION OF APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO ATTEND THE LINE DESIGN & STAKING 4 CLASS JUNE 11-13, 2019. COST NOT TO EXCEED \$2,113.75.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the Line Design & Staking 4 Class on June 11-13, 2019 with the cost of the trip expected to be \$2,113.75 including advance travel in the amount of \$348.00” is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JULY 1, 2019 THROUGH DECEMBER 31, 2019 PERIOD.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the May 21, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for the July 1, 2019 through December 31, 2019 period” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill reminded everyone of “Downtown at Sundown” free event at Fire Station Park later in the week, an NAACP informational meeting on the upcoming City Special Election and the Mississippi Soccer Association Premier Cup Tournament May 24 – 26 at the parks.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn stated he pledged to be fair and equal when he was sworn into office July of 2009. He noted he feels annexation and the upcoming 1% proposition is unfair to his constituents.

Alderman Little encouraged everyone to vote Thursday, May 30, 2019. He also noted an opening in Ward 3 on the Planning and Zoning commission.

Alderman Walker stated he would vote for the 1% tax in that the increase in revenue it would bring would provide funding for other city improvements.

Alderman Sistrunk asked citizens to vote for the 1% tax in that the generated revenue will benefit all.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted pot holes near Highway 25 and uneven sidewalks on Main Street.

Adam Davis, Ward 3, supported anything that can be done to assist with flooding in the City. His neighbors and himself were present at meeting to ask for help in drainage in their area.

John Tolliver, 26 Choctaw Road, asked that the City take steps to address a sewer backup claim.

Johnny Buckner, Ward 7, expressed his gratitude that storm water drainage is being addressed. He asked that Washington Street also be studied.

Katlyn Neely, Mayor’s Youth Council, thanked the Mayor and Aldermen for their support this past year. She also thanked the officials for allowing citizens to speak freely at meetings.

Chris Taylor, Ward 7, encouraged everyone to cast their vote in the May 30 election. He also asked everyone remember the military personnel on Memorial Day and their service to the country. He also inquired as to the status of the condemned property at the corner of Hwy 182 and Washington Street.

Alderman Perkins noted steps have been taken and the owner is being told to remove the building. The City took bids last year to demolish the structure, but the quotes received were extremely high. He would continue to work toward clearing the property.

Mayor Spruill stated the City is currently pursuing a BUILD grant that could possibly assist in cleaning the property.

PUBLIC APPEARANCES:

SCOTT AND ANNA DODD - 211 TURNBERRY LANE STORM DRAINS

At the request of the Mayor, City Engineer Edward Kemp showed a video taken of the inside of storm drains and discussed construction in the area and how to prevent silt and other debris from blocking the drains in the future.

Anna Dodd presented photos of flooding in her neighborhood in the past few months. She, along with Lee Harrison of the neighborhood, asked that creeks and all drains be cleaned immediately. They asked that all future developments be more closely reviewed for drainage plans.

LATALLA HARRIS– J L KING CENTER

Latalla Harris, project manager of the J. L. King Center discussed the Lighthouse Project which provides adult education, employability and workforce development as well as after school programming. In January of 2019, Families First of Tupelo, Mississippi cut the funding that provided this program. Family Centered Programs of the Starkville School District covered the operating costs from February through May 2019. The Center needs approximately \$60,000 to remain open. \$25,000 has been pledged toward this goal thus far. Ms Harris asked that the City consider sponsoring and assisting the program to keep it open.

PUBLIC HEARINGS:

PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITION REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public or from the Board, the Mayor announced the public hearing closed.

31. CONSIDERATION OF THE MUTUAL TERMINATION OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA COUNTY CONSOLIDATED SCHOOL SYSTEM FOR THE USE OF J L KING CENTER APPROVED BY BOARD ORDER DATED DECEMBER 6, 2016.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve the mutual termination of the lease agreement between the City of Starkville and the Starkville Oktibbeha County Consolidated School System for the use of J L King Center approved by board order dated December 6, 2016.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. CONSIDERATION OF AMENDING ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITION REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to amend Ordinance 2007-06, City of Starkville Code Chapter 2, Administration, Article VI Section 2-164 amending the Board of Adjustments and Appeals process to allow for re-appointment of sitting board member if applications for the position remain unfilled after the advertising period has expired. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

33. CONSIDERATION OF APPROVAL OF THE WESTSIDE DRIVE SIDEWALK PROJECT, ACCEPTING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$48,944.50.

Alderman Vaughn, duly seconded by Alderman Walker, offered a motion to approve the Westside Drive Sidewalk Project, accepting the low quote from Groundstone Construction in the amount of \$48,944.50 and authorization for the Mayor to execute a construction contract. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Two quotes received: Groundstone Construction \$48,944.50 and Simmons Erosion Construction \$165,540.00

34. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE LYNN LANE WIDENING PROJECT IN THE AMOUNT OF \$27,733.30.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve Summary Change Order #1 for the Lynn Lane widening project in the amount of \$27,733.30. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

CONTRACT CHANGE ORDER

OWNER: CITY OF STARKVILLE

CONTRACTOR: Gregory Construction, Inc.

DATE: May 6, 2019

CHANGE ORDER NO. 1 - FINAL

PROJECT NO.: NS.14607.000.01

PROJECT NAME: **LYNN LANE OVERLAY AND INTERSECTION
IMPROVEMENTS**

REASON FOR CHANGE: Starkville Utilities requested Carmanah pedestrian flasher assemblies in lieu of K&K Systems flasher assemblies & final summary of quantities.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ORIGINAL QUANTITY AND AMOUNT					
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
REVISED QUANTITY AND AMOUNT					
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
	SEE FINAL SUMMARY OF QUANTITIES ITEMIZATION				
NET INCREASE THIS CHANGE ORDER					\$ 27,733.30
ORIGINAL CONTRACT AMOUNT					\$ 681,300.64
CURRENT CONTRACT AMOUNT					\$ 681,300.64
INCREASE PER CHANGE ORDER NUMBER					\$ 27,733.30
REVISED CONTRACT AMOUNT					\$ 709,033.94
CURRENT CONTRACT TIME (Calendar Days)					90
TIME EXTENSION REQUIRED BY CHANGE		Calendar Days			0
REVISED CONTRACT TIME		Calendar Days			90

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
ENGINEER

May 6, 2019

DATE

ACCEPTED BY: 
CONTRACTOR

May 10, 2019

DATE

APPROVED BY: _____
OWNER

DATE

CITY OF STARKVILLE, MISSISSIPPI
LYNN LANE - OVERLAY AND INTERSECTION IMPROVEMENTS
FINAL SUMMARY CHANGE ORDER ITEMIZATION
Monday, May 06, 2019

PAY ITEM NO.	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID TOTAL AMOUNT	FINAL QTY	RECORD FINAL AMOUNT
1	Mobilization	1	LS	\$ 41,000.00	\$ 41,000.00	1	\$ 41,000.00
2	Sitework	1	LS	\$ 22,000.00	\$ 22,000.00	1	\$ 22,000.00
3	Maintenance of Traffic	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
4	Demolition	1	LS	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00
5	Excess Excavation, AH, PM	850	CY	\$ 12.50	\$ 10,625.00	890	\$ 11,125.00
6	Select Backfill and Fill Material, AH, PM, Class B9-6	1,260	CY	\$ 20.00	\$ 25,200.00	1,300	\$ 26,000.00
7	Crushed Stone Base Material, AH, PM, Size No. 610	530	CY	\$ 80.00	\$ 42,400.00	530	\$ 42,400.00
8	Concrete Sidewalk w/Reinforcement	55	SY	\$ 170.00	\$ 9,350.00	59	\$ 10,030.00
9	Detectable Warning Panels	60	SF	\$ 18.00	\$ 1,080.00	60	\$ 1,080.00
10	Combination Curb and Gutter, Type I	967	LF	\$ 41.00	\$ 39,647.00	967	\$ 39,647.00
11	Slotted Curb	200	LF	\$ 50.00	\$ 10,000.00	200	\$ 10,000.00
12	Heavy Duty Reinforced Concrete Driveway Pavement	72	SY	\$ 165.00	\$ 11,880.00	72	\$ 11,880.00
13	Light Duty Reinforced Concrete Driveway Pavement	59	SY	\$ 128.00	\$ 7,552.00	59	\$ 7,552.00
14	15" HDPE Pipe	36	LF	\$ 33.00	\$ 1,188.00	36	\$ 1,188.00
15	15" HDPE Flared End Section	1	LF	\$ 475.00	\$ 475.00	1	\$ 475.00
16	15" Reinforced Concrete Pipe	4	LF	\$ 200.00	\$ 800.00	4	\$ 800.00
17	18" Reinforced Concrete Pipe	8	LF	\$ 65.00	\$ 520.00	8	\$ 520.00
18	18" x 11" Reinforced Concrete Arch Pipe	80	LF	\$ 55.00	\$ 4,400.00	80	\$ 4,400.00
19	22" x 13" Reinforced Concrete Arch Pipe	104	LF	\$ 72.00	\$ 7,488.00	104	\$ 7,488.00
20	36" x 23" Reinforced Concrete Arch Pipe	508	LF	\$ 95.00	\$ 48,260.00	520	\$ 49,400.00
21	18" x 11" Reinforced Concrete Arch Pipe Flared End Section	1	EA	\$ 1,425.00	\$ 1,425.00	1	\$ 1,425.00
22	36" x 23" Reinforced Concrete Arch Pipe Flared End Section	1	EA	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00
23	Concrete Curb Inlet, SS-2	1	EA	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00
24	Concrete Curb Inlet, SS-2 with (1) Wing	3	EA	\$ 4,400.00	\$ 13,200.00	3	\$ 13,200.00
25	Storm Sewer Manhole	2	EA	\$ 4,000.00	\$ 8,000.00	2	\$ 8,000.00
26	Grated Curb Inlet, GI-1	1	EA	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00
27	Concrete Open Throat Area Inlet	1	EA	\$ 3,775.00	\$ 3,775.00	1	\$ 3,775.00
28	Grated Drop Inlet w/38" Square Grate	2	EA	\$ 3,380.00	\$ 6,760.00	2	\$ 6,760.00
29	Concrete Junction Box, JB-2	1	EA	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00
30	Geotextile Fabric, Type V, Non-Woven	1,730	SY	\$ 2.50	\$ 4,325.00	1,780	\$ 4,450.00
31	Loose Riprap, Size 50	4	TON	\$ 145.00	\$ 580.00	4	\$ 580.00
32	Solar Powered Pedestrian Sign and Flasher Assembly	2	EA	\$ 6,600.00	\$ 13,200.00	2	\$ 13,200.00
32A	Solar Powered Pedestrian Sign and Flasher Assembly - Carmannah R820-E in lieu of K&K Systems ECO-312-D12	0	EA	\$ 986.00	\$ -	2	\$ 1,972.00
33	Cold Milling of Bituminous Pavements, All Depths	730	SY	\$ 22.00	\$ 16,060.00	730	\$ 16,060.00
34	Hot Mix Asphalt, Surface Course, SC-1	1,620	TON	\$ 112.00	\$ 181,440.00	1,816	\$ 203,392.00
35	Hot Mix Asphalt, Base Course, BC-1	230	TON	\$ 147.00	\$ 33,810.00	240	\$ 35,280.00
36	4" Thermoplastic Traffic Stripe, Continuous White	9,677	LF	\$ 0.77	\$ 7,451.29	9,831	\$ 7,569.87
37	4" Thermoplastic Traffic Stripe, Continuous Yellow	9,915	LF	\$ 0.77	\$ 7,634.55	10,411	\$ 8,016.47
38	4" Thermoplastic Detail Stripe, White	646	LF	\$ 1.20	\$ 775.20	200	\$ 240.00
39	Thermoplastic Detail Stripe, Yellow (6" Equiv. Length)	1,660	LF	\$ 1.40	\$ 2,324.00	2,135	\$ 2,989.00
40	Thermoplastic Traffic Stripe, Legend, White	2,279	SF	\$ 12.00	\$ 27,348.00	2,151	\$ 25,812.00
41	4" Traffic Stripe (Paint), Yellow	342	LF	\$ 0.30	\$ 102.60	342	\$ 102.60
42	12" Lettering - Parking Spot Designation Markings (Paint), Yellow	1	LS	\$ 595.00	\$ 595.00	1	\$ 595.00
43	Grassing	1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
44	Solid Sod	124	SY	\$ 7.50	\$ 930.00	124	\$ 930.00
45	Signage	1	LS	\$ 4,700.00	\$ 4,700.00	1	\$ 4,700.00
TOTAL CONSTRUCTION AMOUNT					\$ 681,300.64		\$ 709,033.94
TOTAL CONTRACT CHANGE							\$ 27,733.30



PO BOX 1464
COLUMBUS, MS 39703
OFFICE: 662.328.2225
FAX: 662.328.2202

estimating@gregoryconstruction.com
www.GregoryConstructionServices.com

ITEM OF CHANGE / CLARIFICATION

Client: City of Starkville IOCC # 1 Rev 0
Project: Lynn Lane Intersection Improvements HSIP#
Location: Starkville MS Job #: 4067

Date:	<u>January 2, 2019</u>		
Drawing # / Spec #:	<u></u>		
Scope of Work:	<u>Additional price for Carmanah R820E Pedestrian Crossing Sign</u>		
Change Estimate:	\$ <u>986.00</u>	Schedule Change:	<u>n/a</u> days
Estimated Unit	<u>1 EA</u>		
Change Estimate:	\$ <u>986.00</u>	PER EA	
Reason for Change:	<u>City of Starkville requested the Carmanah Product in lieu of K&K Products</u>		
Description of Change:	Triangle Maintenance Services quoted a Pedestrian Crossing Flasher using K&K Products. The City of Starkville requested to use Carmanah as the manufacturer.		

Owner: _____
Printed Name Signature Date

copies to: _____ attached: Cost Justification Breakdown 1a

[illegible]

35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of May 14, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 591,025.97
Airport Fund	015	35,618.32
Sanitation	022	196,438.06
Industrial Park Bond	303	287,899.99
Public Improvement Bonds 2018	319	50,105.53
Park and Rec, Tourism	375	10,213.50
Trust & Agency	610	56,098.14
Economic Dev, Tourism, Conv	630	191,505.78
Sub Total Before Utilities		\$ 1,418,935.29
Utilities Dept.	SED	1,528,439.77
Total Claims	Total	\$ 2,947,375.06

36. MOTION TO ADJOURN UNTIL JUNE 4, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until June 4, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
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 _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 6-18-19
PAGE: 1 of 49

SUBJECT: Request approval of the minutes of the June 4, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the June 4, 2019 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
OF THE CITY OF STARKVILLE, MISSISSIPPI
JUNE 4, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 4, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

SWEARING IN OF NEWLY ELECTED WARD 5 ALDERMAN HAMP BEATTY

As a result of the May 30, 2019 Special Election, Mayor D. Lynn Spruill swore in Preston Hamilton Beatty as the City of Starkville Ward 5 Alderman.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add the following items to consent:

IX – B and C

X – A and B with Alderman Vaughn as delegate and Alderman Carver as alternate

XI – B. 2. b, c, d, e; F. 1, 2; G. 1, 2, 3, 4; I. 1; J. 1, 2; and L. 1, 2.

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

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

Alderman Little offered a motion, duly seconded by Alderman Sistrunk, to approve the June 4, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JUNE 4, 2019
5:30 P.M., COURT ROOM, CITY HALL**

110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

**SWEARING IN OF NEWLY ELECTED WARD 5 ALDERMAN
HAMP BEATTY**

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

- A. CONSIDERATION OF THE MINUTES OF THE MAY 7, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- B. CONSIDERATION OF THE MINUTES OF THE MAY 17, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

- A. MAYOR'S COMMENTS: SECURITY CAMERAS
- B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

- 1. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00.
- 2. PUBLIC HEARING AND CONSIDERATION OF RZ 19-02 A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF AN ANNEXATION ORDINANCE FOR THE CITY OF STARKVILLE.
- B. CONSIDERATION OF AN AGREEMENT WITH THE HOMESTEAD EDUCATION CENTER FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

C. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER-MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

D. CONSIDERATION OF A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON THE GROSS REVENUE OF HOTELS, MOTELS AND RESTAURANTS FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE'S PARKS AND RECREATION FACILITIES.

X. BOARD BUSINESS

A. CONSIDERATION OF ADVERTISING FOR THE FIVE (5) YEAR TERM ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY BOARD HELD BY FRANK CHILES AND SET TO EXPIRE ON JUNE 30, 2019.

B. CONSIDERATION OF A RESOLUTION APPOINTING HENRY VAUGHN SR. AS THE 2019 VOTING DELEGATE AND BEN CARVER AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2019 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS JUNE 24 - 26, 2019.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2019 BULLDOG BASH AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF VARIANCE REQUEST VA 19-08, A REQUEST BY LEWKO PROPERTIES FOR VARIANCE RELIEF FROM WALL SIGN SIZE REQUIREMENTS FOR A BUSINESS LOCATED AT 311 HIGHWAY 12 WEST SUITE B AND C IN A C-2 ZONING DISTRICT WITH THE PROPERTY #102G-00-032.00.

c. CONSIDERATION OF VARIANCE REQUEST VA 19-07, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 92 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.18.

d. CONSIDERATION OF VARIANCE REQUEST VA 19-09, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 71 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.17.

e. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A COMPREHENSIVE HISTORIC PROPERTY SURVEY PLAN FOR THE CITY OF STARKVILLE AT A TOTAL COST OF \$17,000.00 WITH \$8,500.00 TO BE REIMBURSED BY THE GRANT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 28, 2019 FOR FISCAL YEAR ENDING 9/30/19, 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. CONSIDERATION OF A LEASE AGREEMENT WITH REGIONS EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF \$836,500 OVER SEVEN YEARS TO BE MADE ANNUALLY IN ADVANCE BEGINNING OCTOBER OF 2019 AT 2.59% INTEREST FOR THE LEASE PURCHASE OF (2) REAR LOADER TRUCKS, (1) FRONT LOADER TRUCK AND (1) KNUCKLE BOOM TRUCK TO BE USED BY STARKVILLE SANITATION DEPT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BEN RUSH TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT 1329 BABYLON ROAD.
2. REQUEST PERMISSION TO PURCHASE A 52" LAWNMOWER FOR FIRE DEPARTMENT LAWNS FROM OKTIBBEHA COUNTY CO-OP FOR THE COST OF \$8,080.00, THE LOWER OF TWO QUOTES RECEIVED.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRADY HAYNES AND JOSHUA REED AS AN APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DONTAVIOUS HOWARD AS A TEMPORARY

FULL-TIME DRIVER IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE FOUR (4) ADDITIONAL SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST PERMISSION TO ACCEPT THE CHRISTOPHER AND DANA REEVE FOUNDATION GRANT FOR THE AMOUNT OF \$25,000.00 TO BE USED FOR INCLUSION AND ACCESSIBILITY IMPROVEMENTS AT J.L. KING SENIOR MEMORIAL PARK.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW CPL. PAUL WOODS AND OFFICER COLBY HUFFMAN TO ATTEND THE TASER INSTRUCTOR COURSE, AT CAMP SHELBY ON JULY 9-10, 2019 AT AN ESTIMATED COST OF \$1,250.00 EACH.

2. CONSIDERATION OF APPLICATION FOR FY19 OFFICE OF JUSTICE PROGRAMS BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF \$7,488.00 WITH A POLICE DEPARTMENT MATCH OF \$3,744.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST BID FROM HOWARD INDUSTRIES, INC. OF LAUREL, MISSISSIPPI FOR TWO (2) 18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL IN THE AMOUNT OF \$864,342.00.

2. REQUEST APPROVAL FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO DALLAS, TX TO ATTEND THE 44TH ANNUAL HONEYWELL USER GROUP AMERICAS CONFERENCE ON JUNE 9TH-14TH, FOR A USER TRAINING CONFERENCE FOR THE AMI SYSTEM THE CITY HAS IMPLEMENTED WITH COSTS NOT TO EXCEED \$3,500.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. LAND ACQUISITION

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 18, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

requested.

Consent items 2 – 20:

2. CONSIDERATION OF AN AGREEMENT WITH THE HOMESTEAD EDUCATION CENTER FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with the Homestead Education Center for the use of the J L King Center for the months of June and July, 2019” is enumerated, this consent item is thereby approved.

LEASE AGREEMENT

THIS AGREEMENT is entered into on this the 1st day of June, 2019. This agreement is between the City of Starkville, Mississippi, hereinafter referred to as "LANDLORD" and The Homestead Education Center, hereinafter referred to as "TENANT".

For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:

1. *PREMISES* – The LANDLORD leases to TENANT for use as an educational facility the following described space: the J.L. King Center, located at 700 Long Street, Starkville, Mississippi, 39759.
2. *TERM* - The term of this lease shall commence on June 1, 2019, and shall run month-to-month. Either party may terminate this lease for convenience or cause upon 30-day written notice to the other party.
3. *RENT* – In lieu of monthly rental payments, TENANT shall have the sole responsibility, at its sole cost and expense, for any and all repairs, maintenance, upkeep, utilities (i.e. electricity, water, and sewage), and use of the J.L. King Center.
4. *SECURITY* – The security deposit shall be \$500.00 for this unit.
5. *IMPROVEMENTS* – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.
6. *SIGNAGE* – Any sign must be approved by the LANDLORD and conform with the City's sign ordinance. No sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.
7. *COMMON AREA* - The LANDLORD is responsible for maintaining the landscaping, but proper clean-up of the building and grounds is the responsibility of the TENANT. If after notification of the delinquency, the LANDLORD is required to assume the cleanup of the area due to the TENANT'S negligence, the LANDLORD will assess a cleanup fee of twenty-five dollars per incident. The back of the TENANT'S leased space is also considered a common area and must be kept by the TENANT reasonably clean and free of debris.
8. *REPAIRS* – The TENANT will be responsible for all regular maintenance and repairs, including but not limited to the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, and repairs of signage for the TENANT's unit, etc. The LANDLORD shall only replace defective and worn motors,

compressors and other major components of the air conditioning system. The TENANT will pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

9. *SUBLET* – During the term of this lease, the TENANT may not sublease or assign the space to another party unless approved in writing by the LANDLORD. If the TENANT does so, then the TENANT remains liable for all rents and other obligations under this lease agreement.
10. *PARTIES* – The parties to this agreement are solely in a contractual relationship and this agreement in no way constitutes or creates a partnership, limited liability company or joint venture.
11. *INSURANCE* – The LANDLORD will, during the lease term, keep the leased premises insured. However, in addition, the TENANT shall maintain liability and property damage insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) with respect to the leased space which is the subject of this contract. The insurance shall name the LANDLORD as an additional insured and contain a waiver of subrogation in favor of the LANDLORD. The TENANT shall provide copies of the insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer. The TENANT may not occupy the premises until proof of insurance has been presented to the LANDLORD and approved in writing by the LANDLORD.
12. *FIXTURES* – If the TENANT performs all other obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.
13. *CONDITION* – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.
14. *RE-ENTRY* – If the TENANT abandons the leased space before the end of the lease term, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease, re-enter the leased premises.
15. *LEGAL* – If the LANDLORD is required to employ an attorney to enforce any term of this agreement, the TENANT agrees to pay the LANDLORD'S reasonable attorney's fees of not less than \$1,000.00 together with all cost of collection.
16. *DAMAGE* – It is expressly agreed and understood that the LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person where such damage or injury is caused by the carelessness, negligence, or improper conduct of the TENANT, TENANT'S agents, TENANT'S employees and/or TENANT'S customers or users. It is further agreed that if the LANDLORD is required to make repairs to the premises by reason of TENANT'S acts, omissions or negligence or if TENANT refuses or

neglects to repair as required, LANDLORD may make such repairs without liability to TENANT for any loss or damage to TENANT'S merchandise, fixtures or other property or to TENANT'S business by reason thereof. Upon completion, TENANT shall reimburse LANDLORD'S costs for making such repairs plus 20% of such costs for overhead and supervision.

17. *NUISANCE* – It is expressly agreed and understood that the TENANT will at all times conduct his/her business in such a manner as not to create a nuisance or an annoyance to the neighbors and parking area of the leased premises.
18. *COMPETITION* – LANDLORD covenants that at no time during the period of this lease will any space in the J.L. King Center be rented that would act in competition to the TENANT without TENANT'S agreement and consent.
19. *BANKRUPTCY* – In the event that the TENANT files for bankruptcy protection, the rent obligation, if any, accelerates for the full rental term, and the authorized agents of the TENANT agree to be held personally liable for the remainder of the rent due to the LANDLORD.
20. *INDEMNIFICATION* - TENANT releases LANDLORD from liability, and shall defend, indemnify, and hold harmless LANDLORD from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to TENANT'S occupancy or use of the leased premises.

IN WITNESS WHEREOF the parties have executed this agreement on the _____ day of _____, 2019.

Alison Buehler
Director, The Homestead Education Center

D. Lynn Spruill
Mayor, Starkville, MS

3. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER-MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of choosing the qualifications of the consulting firm Farmer-Morgan to complete and apply for the US Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) and Appalachian Regional Commission (ARC) Grants for Improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 corridor” is enumerated, this consent item is thereby approved.

(Proposal on following page)

4. CONSIDERATION OF APPROVAL OF ADVERTISING FOR THE FIVE (5) YEAR TERM ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY BOARD HELD BY FRANK CHILES AND SET TO EXPIRE ON JUNE 30, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of advertising for the five (5) year term on the Golden Triangle Regional Airport authority Board held by Frank Chiles and set to expire on June 30, 2019” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION APPOINTING HENRY VAUGHN SR. AS THE 2019 VOTING DELEGATE AND BEN CARVER AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2019 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS JUNE 24 - 26, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution appointing Henry Vaughn Sr. as the 2019 voting delegate and Ben Carver as the alternative voting delegate for the City of Starkville to the 2019 Mississippi Municipal League summer conference in Biloxi, MS” is enumerated, this consent item is thereby approved.

RESOLUTION

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE
2019 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS**

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a President from the Central District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate for the 2019 Mississippi Municipal League election to be held at the annual convention on June 24 – June 26, 2019 are as follows:

Voting Delegate: Alderman Henry Vaughn, Sr.

First Alternate: Alderman Ben Carver

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman David Little, seconded by Alderman Sandra Sistrunk, and was adopted by the following vote, to-wit:

Alderman Ben Carver: Absent
Alderman Sandra Sistrunk: Aye
Alderman David Little: Aye
Alderman Jason Walker: Aye
Alderman Hamp Beatty: Aye
Alderman Roy A'. Perkins: Aye
Alderman Henry Vaughn: Aye

The Mayor thereby declared the motion carried and the Resolution adopted, this the 4th day of June, 2019.

APPROVED: _____

D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: _____

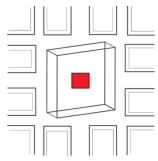
Lesa Hardin, City Clerk

6. CONSIDERATION OF VARIANCE REQUEST VA 19-08, A REQUEST BY LEWKO PROPERTIES FOR VARIANCE RELIEF FROM WALL SIGN SIZE REQUIREMENTS FOR A BUSINESS LOCATED AT 311 HIGHWAY 12 WEST SUITE B AND C IN A C-2 ZONING DISTRICT WITH THE PROPERTY #102G-00-032.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of variance request VA 19-08, a request by Lewko Properties for variance relief from wall sign size requirements for a business located at 311 Highway 12 West Suite B and C in a C-2 zoning district with the property #102G-00-032.00” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF VARIANCE REQUEST VA 19-07, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 92 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.18.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of variance request VA 19-07, a request by Neil Heitzmann from the location requirements for an accessory structure for a residence located at 92 Frenchman Street in an R-3 zone with the property number 102H-00-191.18” is enumerated, this consent item is thereby approved.



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April 18, 2019

The Honorable Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

Reference: Better Utilizing Investments to Leverage Development (BUILD) Grant
Application Preparation, Letter of Interest

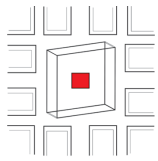
Dear Mayor Spruill:

Farmer | Morgan, L.L.C. is pleased to have the opportunity to submit a letter of interest for services referenced above. The following proposal describes our understanding of the request based on review of the Request for Qualifications (RFQ) due April 24, 2019. This letter discusses our firm's methodology, the general scope of our services, and our qualifications and experience.

PROJECT INFORMATION

Farmer | Morgan has evaluated the need for professional consultant grant application preparation services for the 2019 Federal Highway Administration's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant for the City of Starkville, Mississippi. The grant application services involve the development of a Benefit-Cost Analysis, and if the grant is awarded, the consultant will provide the following professional services:

- 2) Design Phase Services
- 3) Right-of-Way Phase Services
- 4) Utility Relocation Phase Services
- 5) Construction Phase - Construction, Engineering and Inspection Services (CEI)



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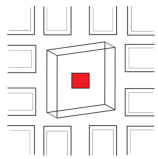
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We propose a project team consisting of Farmer | Morgan staff who have experience in preparing BUILD (formerly the Transportation Investment Generating Economic Recovery (TIGER) program) grant applications, and who are qualified for Architecture & Engineering (A&E), and Construction, Engineering & Inspection (CE&I). Farmer | Morgan, LLC carries an unlimited contract status with the State of Tennessee Department of Transportation and is prequalified for Architecture & Engineering Services for Design and for Construction, Engineering & Inspection (CE&I). It is the firm's intent to register with the Mississippi Department of Transportation to qualify to provide these services to communities in Mississippi. The intent of this project team is to follow up on the strengths our firm has developed with previous transportation enhancement projects. Our experience with United States Department of Transportation (USDOT) coupled with our experience in grant writing will provide the City of Starkville with a seamless project from planning and design to built form.

Relevant Experience

Farmer | Morgan provides Construction, Engineering & Inspection (CE&I) services to the Tennessee Department of Transportation (TDOT) and the United States Department of Transportation (USDOT) related or funded projects. The firm has existing clients that receive USDOT funded projects or pursue projects within TDOT Right-of-Way. Any Federal Highway Administration (FHWA) funded project requires a full-time construction management team on the site. This team consists of materials testing, inspection and management staff provided by Farmer | Morgan. Often these projects are designed by the firm and are carried through the entire development and construction process by the firm's multi-disciplinary team. CE&I work requires value engineering and inspection skills to maintain project budgets while retaining project schedule goals and accepting installed project components on the owner's behalf.

Farmer | Morgan currently serves as design consultants for the City of Dunlap, Tennessee and has provided A&E and CEI services for many projects, including the Dunlap Streetscape Project, Phase 1 with a total construction budget of \$150,000.00.



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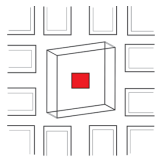
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Farmer | Morgan has also completed Architecture & Engineering (A&E) services, as well as CEI services for Coops Creek Greenway Phase I, a \$300,000.00 project for the City of Dunlap. The firm has also provided A&E and CEI services for the Monteagle Pedestrian Enhancement project with a project budget of \$260,000.00 in Monteagle, Tennessee. The firm has also provided design plans and bid specifications for the TDOT funded Mountain Goat Trail (MGT) Phase III in Monteagle. This contract is with the City of Monteagle and has a project budget of \$801,020.00. Farmer | Morgan has provided Architecture & Engineering and CEI services for the Monteagle Pedestrian Corridor Extension as well, a \$352,000.00 project. Farmer | Morgan has also prepared many projects for bid, including the Ducktown Recreational Trail Program (RTP) project. This 1,400 linear feet of recreational trail was bid in August of 2013 and constructed in the fall of the same year. In addition, the firm provides Architecture & Engineering services on the TDOT funded Ducktown Roadscapes Project. This project is currently in construction phase. In addition, Farmer | Morgan has recently submitted design plans and bid specifications for the TDOT funded Ducktown Main Street Pedestrian Enhancement Phase I and Phase II. The firm's contract is with the City of Ducktown and has a project budget of \$770,000.00.

The firm has also completed the award winning \$1.2 million streetscape enhancement in Pikeville, Tennessee. The former Tennessee Department of Transportation Commissioner John Schroer has visited the project on two separate occasions to showcase the design and built form of the project. The Pikeville Main Street Project is part of the Pikeville Business District Redevelopment Plan. The firm provided planning, design and construction inspection services for the project. The project was funded by the City of Pikeville, USDA, ARC and Tennessee Department of Agriculture. The City of Pikeville and Farmer | Morgan completed the five blocks / 10-month project in the Spring of 2010.

Additional Federal Highway funded projects consist of the Coalmont Phipps Park Project. This project was funded by the Tennessee Department of Environment and Conservation's (TDEC) Recreational Trails Program (RTP) and the land donation by the



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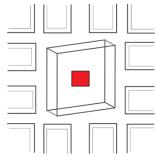
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Town of Coalmont. Farmer | Morgan developed the Phipps Park Master Plan for the Town of Coalmont and then selected key components to be used for the \$80,000.00 construction budget. The construction phase needed to resolve parking and access issues to specific assets in the walking park. To accomplish this goal, the Town of Coalmont decided to construct the parking area, main asphalt trail and the center piece of this phase, the covered bridge. These components were completed with construction inspection and materials testing by Farmer | Morgan in the summer of 2012.

In addition, Farmer | Morgan worked with the Town of Hodges, Alabama to design and develop the Hodges Rock Bridge Canyon Equestrian Park. The park contains a 180-acre campground and trailhead with 50 miles of equestrian trails. Currently, the day use area for the trailhead is complete and there are 25 miles of equestrian trails constructed. The day use area consists of the main entry drive, bathrooms, parking area and the public pavilion. The Rock Bridge Canyon Equestrian Park also contains a rural greenway and economic development project that involves 24 miles of abandoned Norfolk Southern Rail Line. Farmer | Morgan completed the trail feasibility study, design guidelines, business & master plan, design plans and construction inspection for the Campground and Trailhead, and Day Use Area. Project assistance has come from TVA, Alabama Department of Economic and Community Affairs (ADECA), ALDOT, Alabama Industrial Development and local match. The project construction budget for the Day Use Area was \$390,000.00. This project has been awarded the 2014 Excellence in Planning and Design Award by the Alabama Trails Commission.

The Farmer | Morgan planning team prepares grant applications and secures state and federal funding for its clients on many municipal and transportation-related projects. The firm has prepared applications and has developed a Cost-Benefit Analysis for several projects seeking BUILD and TIGER funding, including the U.S. 127 Complete Streets Project for Dunlap, TN. An example of a prepared Benefit-Cost Analysis conducted by the Farmer | Morgan planning staff as part of a past completed TIGER grant application can be seen below:



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Calendar Year	Project Year	Total Value of Time Saved (\$2013) ³	Total Value of Injuries Prevented ⁶	Total Value of Property Damage Crashes Prevented ⁸	Health Benefits of Additional Bicycling ¹⁰	Health Benefits of Additional Walking ¹²	NPV CO2 Costs @ 3% Avg SCC ¹⁶	Initial Costs (\$2015) ¹⁷	Operations & Maintenance Costs (\$2015) ¹⁸	7% NPV Total Benefits ²²	3% NPV Total Benefits ²³	Total Gross Benefits (No Discount)
2017	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,176,150		\$(5,772,103)	\$(5,996,262)	\$ -
2018	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2019	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2020	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2021	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2022	6	\$ 1,116,601	\$ 534,583	\$ 15,553	\$ 2,680	\$ 36,116	\$ 1,809		\$ 30,881	\$ 1,117,701	\$ 1,404,305	\$ 1,707,343
2023	7	\$ 1,130,860	\$ 541,410	\$ 15,752	\$ 5,395	\$ 72,693	\$ 1,789		\$ 30,881	\$ 1,082,403	\$ 1,412,689	\$ 1,767,899
2024	8	\$ 1,145,301	\$ 548,324	\$ 15,953	\$ 8,145	\$ 109,738	\$ 1,768		\$ 30,881	\$ 1,047,394	\$ 1,420,005	\$ 1,829,228
2025	9	\$ 1,159,926	\$ 555,326	\$ 16,157	\$ 10,929	\$ 147,255	\$ 1,747		\$ 30,881	\$ 1,012,764	\$ 1,426,296	\$ 1,891,341
2026	10	\$ 1,174,739	\$ 562,418	\$ 16,363	\$ 13,749	\$ 185,251	\$ 1,726		\$ 30,881	\$ 978,590	\$ 1,431,606	\$ 1,954,246
2027	11	\$ 1,189,740	\$ 569,600	\$ 16,572	\$ 16,605	\$ 223,733	\$ 1,734		\$ 61,762	\$ 930,297	\$ 1,413,698	\$ 2,017,984
2028	12	\$ 1,204,933	\$ 576,873	\$ 16,784	\$ 19,498	\$ 262,706	\$ 1,711		\$ 61,762	\$ 898,186	\$ 1,417,820	\$ 2,082,505
2029	13	\$ 1,220,320	\$ 584,240	\$ 16,998	\$ 22,427	\$ 302,177	\$ 1,689		\$ 61,762	\$ 866,641	\$ 1,421,064	\$ 2,147,851
2030	14	\$ 1,235,903	\$ 591,701	\$ 17,215	\$ 25,394	\$ 342,152	\$ 1,666		\$ 61,762	\$ 835,707	\$ 1,423,468	\$ 2,214,031
2031	15	\$ 1,251,686	\$ 599,257	\$ 17,435	\$ 28,399	\$ 382,637	\$ 1,617		\$ 61,762	\$ 805,397	\$ 1,425,044	\$ 2,281,031
2032	16	\$ 1,267,670	\$ 606,909	\$ 17,658	\$ 31,442	\$ 423,639	\$ 1,620		\$ 185,285	\$ 733,976	\$ 1,348,928	\$ 2,348,939
2034	17	\$ 1,283,858	\$ 614,660	\$ 17,883	\$ 34,524	\$ 465,165	\$ 1,597		\$ 185,285	\$ 707,813	\$ 1,351,271	\$ 2,417,687
2035	18	\$ 1,300,253	\$ 622,509	\$ 18,112	\$ 37,645	\$ 507,221	\$ 1,598		\$ 185,285	\$ 682,219	\$ 1,352,873	\$ 2,487,338
2036	19	\$ 1,316,857	\$ 630,458	\$ 18,343	\$ 40,807	\$ 549,815	\$ 1,574		\$ 185,285	\$ 657,174	\$ 1,353,719	\$ 2,557,853
2037	20	\$ 1,333,673	\$ 638,509	\$ 18,577	\$ 44,008	\$ 592,952	\$ 1,572		\$ 185,285	\$ 632,744	\$ 1,353,890	\$ 2,629,292
		\$ 18,332,319	\$ 8,776,777	\$ 255,357	\$ 341,648	\$ 4,603,251	\$ 25,219	\$ 6,176,150	\$ 1,389,634	\$ 7,216,903	\$ 14,960,415	\$ 32,334,569
								\$ 7,565,784				

* For a more detailed breakdown of the Benefit-Cost Analysis, see the Appendix & attachment "Dunlap_TIGER_Benefit Cost Analysis_2016.xlsx"

³ Hours at \$16.00 per hour for an average of All Purpose Intercity Travel (\$19.00) and All Purpose Local Travel (\$13.00). From TIGER Benefit-Cost Analysis (BCA) Resource Guide.

⁶ Value of Injury is based on KABCO-AIS Data Conversion Table that shows one accident with unknown severity with a value of \$170,403.96. See appendix for table.

⁸ Total Value of Property Damage Crashes Prevented was based on a \$3,927 value per vehicle. From TIGER Benefit-Cost Analysis (BCA) Resource Guide.

¹⁰ Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new bike lanes) * \$0.19/mile (Incorporating Health Objectives Into Transportation Planning by Todd Utman.) * 365 days/year

¹² Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new sidewalks) * \$0.48/mile (Incorporating Health Objectives Into Transportation Planning by Todd Utman.) * 365 days/year

¹⁶ Undiscounted CO₂ Costs @ 3% Avg SCC / (1.03^{Project Year})

¹⁷ See Opinion of Probable Cost (OPC) Spreadsheet

¹⁸ 2022-2026=Initial Costs * 0.005; 2027-2031= Initial Costs * 0.01; 2032-2037 = Initial Costs * 0.03

¹⁹ Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional

²⁰ Undiscounted Non-CO₂ Benefits/(1.07^{Project Year})

²¹ Undiscounted Non-CO₂ Benefits/(1.03^{Project Year})

²² 7% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

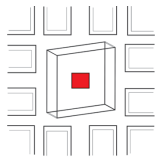
²³ 3% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

²⁴ Total Gross Benefits = Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional Walking + NPV CO₂ Costs @ 3% Avg SCC

BENEFIT	
Travel Time Savings	\$ 18,332,319
Safety Savings	\$ 8,776,777
Property Damage Prevention Sav	\$ 255,357
Bicycling Health Savings	\$ 341,648
Walking Health Savings	\$ 4,603,251
Emissions Savings	\$ 25,219
TOTAL BENEFIT	\$ 32,334,569

COST	
TIGER Funding Request	\$ 5,558,535.00
Local Match (10%)	\$ 617,615.00
TOTAL COST	\$ 6,176,150.00

Benefit : Cost = 5.24 : 1



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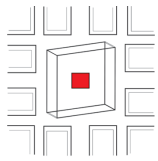
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Qualifications & Availability of Staff

Farmer | Morgan started as an urban planning and municipal redevelopment firm. The firm originally offered boutique services of urban infill redevelopment and downtown revitalization. Today, Farmer | Morgan has expanded their approach to be comprehensive in nature to serve our clients in a cradle to cradle fashion. The firm desires to maintain the founding methodology that provides a unique relationship with its clients. In order to do this and expand into growing markets, Farmer | Morgan selects projects that offer unique challenges and opportunities for multidisciplinary collaboration. This collaboration provides for a comprehensive approach that produces successful projects. Farmer | Morgan is composed of two principles from which project management and design development are directed, two planning and design associates, a civil engineer, and a construction manager.

Benjamin Farmer is Principal & Managing Partner of Farmer | Morgan and provides an expertise in urban planning and municipal redevelopment of underutilized public space. Ben has a sound understanding of governmental financing and project funding. He has experience in regional and local municipal planning coupled with hands on practice in construction management and construction inspection. He carries the Tennessee General Contractors License for the firm and oversees construction management efforts for Farmer |Morgan. Ben has completed required TDOT certifications for A&E consulting services as well as CEI consulting services. Ben is TDEC, Erosion Prevention and Sediment Control, Level I and Level II certified. Ben received his Master of Landscape Architecture and Master of Community Planning Degrees from the College of Architecture, Design and Construction at Auburn University. He is the Past Chair of the Master of Landscape Architecture Advisory Council and also served on the Master of Community Planning Advisory Council at Auburn. Ben is a Registered Landscape Architect in the state of Tennessee.



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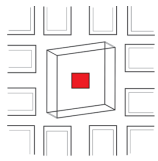
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Randall Morgan is Director of Design for Farmer | Morgan and guides design development and project construction for the firm. As Director of Design, Randy combines a unique understanding of the fundamental principles of city planning with the cutting edge practices of landscape architecture. Randy's unique ability to create landscapes that succeed as both social spaces and environmental systems is grounded in his capacity to quickly and effectively assess the environmental, cultural, and social significance of a place. This ability results in the design of memorable places that withstand the test of time. Randy graduated from the College of Architecture, Design and Construction at Auburn University with his Master of Landscape Architecture Degree. He is a visiting professor at Auburn University and participates in jury reviews at the University of Tennessee, Knoxville. Randy is a Registered Landscape Architect in the states of Alabama and Tennessee, and a member of the American Society of Landscape Architects. He maintains TDOT certifications to undertake A&E consulting services and CEI consulting services for Farmer | Morgan. He is the co-founder of the Nashville Street Life Project and a graduate of the Form Based Institute.

As a Landscape Architect for Farmer | Morgan, LLC, Will Hargrove has experience in private and public sector landscape and urban design, regional and urban planning, and construction management / inspection. Mr. Hargrove specializes in urban design and planning for small to medium municipalities, managing complex construction budgets, and graphic design, layout, and editing of final document deliverables. He has extensive experience managing federally and state funded planning and design projects in Tennessee and Alabama, including coordinating permitting and administrative project duties. Mr. Hargrove has contributed to various project types including Redevelopment Plans, Landscape Master Plans, Business Plans, Management Plans, Feasibility Studies, Greenway Design and Planning, Streetscape Design, and Residential Landscape Architecture. He has also contributed to the grant development and administration of multiple community development projects funded by various state and federal agencies, such as USDOT/TIGER, TDEC/LPRF (Local Parks & Recreation), TDEC/RTP (Recreational Trails Program), TDOT/Multimodal Access Grant, TDOT/TAP (Transportation Alternatives Program), and ARC (Appalachian



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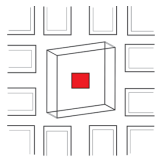
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Regional Commission). He holds numerous certifications in Construction, Engineering, and Inspections (CEI) from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). Mr. Hargrove received his Master of Landscape Architecture from Auburn University and is a member of the Sigma Lambda Alpha Landscape Architecture Honor Society and the American Society of Landscape Architects. Will is a Registered Landscape Architect in the state of Tennessee.

Jo Beth Gleason holds master's degrees in Landscape Architecture from Auburn University and Political Science from University of Alabama Huntsville. This diverse background has allowed her to work at a variety of scales, from large-scale regional planning projects, community and district-wide plans to small-scale urban design, streetscaping and site plans for both public and private sector clients. Before working at Farmer-Morgan, Jo Beth was an Associate Planner at the Top of Alabama Regional Council of Governments, where she was project manager on a number of economic development and community planning projects across North Alabama. She has also worked at architecture firms in the Huntsville and Birmingham area where she assisted with various built projects ranging from residential, commercial, and municipal design projects, including historic rehabs, HUD Affordable Housing design, streetscape improvement projects, and the Railroad Park project in downtown Birmingham. Jo Beth has knowledge and experience in downtown revitalization, comprehensive and community planning, environmental design and construction (including design-build residential and neighborhood green infrastructure/stormwater and wastewater management systems), streetscape and urban design projects, as well as design construction documents for grading, landscape, and site plans, floor plans and elevations, and digital and hand-drawn renderings for commercial and residential clients. Jo Beth holds affiliations with the American Society of Landscape Architects (ASLA), the American Planning Association (APA), the MLA Advisory Board for Auburn University, and the Phi Kappa Phi National Honor Society.



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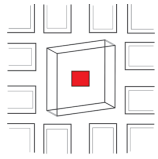
www.farmermorgan.com

Lonnie Lanners joined the Farmer | Morgan team as a Civil Engineer. Lonnie has over 40 years' experience in engineering, construction, and inspection with transportation, utilities, municipal, heavy civil, and industrial projects in both the private and public sectors. Lonnie has worked in various states, including Wyoming, California, and Tennessee. His experience as an owner/principal, contractor, and manager gives Lonnie a diverse set of skills he brings to the firm. Lonnie holds a Professional Engineer's license in the state of Tennessee.

Jaspuneet Kaur started with Farmer | Morgan in August 2018 as a Planner. Jaspuneet holds Dual master's degrees in Landscape Architecture and Community Planning from Auburn University, as well as a Bachelor of Architecture from CCA, Chandigarh. She has worked in New York City, and India. Jaspuneet has won numerous awards as a student architect, including the 2018 ASLA Honor Award in Student Communications; 2017 Second Prize, Campus Rain Water Challenge, Southeast Conference; Book Award for Excellence, Landscape Design Studio 2017; and the Hydrology Book Award for Stormwater Design 2017. She was a Graduate Fellow for the Office of Civic and Community Engagement at Auburn University and is a member of the Sigma Lambda Alpha Honor Society.

Austin Mercer comes to Farmer | Morgan with a background in construction, industrial, and electrical work. As our Construction Manager, he manages the Construction Engineering & Inspection projects for the firm. Austin is trained in Tennessee Department of Transportation (TDOT) Specifications and Testing and he manages the inspection of all Farmer | Morgan's TDOT projects, as well as any other construction-related projects. Austin's attention to detail and positive attitude make for an excellent addition to the Farmer | Morgan team.

Will Horton is a graduate of the University of Tennessee, Haslam College of Business. Will is involved with client relations as well as promoting the business development and marketing of the firm. His previous experience working in administration at an architecture firm gave him valuable insight into the business side of the design and



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construction industry. Will's responsibility is to market and promote the firm to potential clients and maintain the long-standing relationships with our existing community clients.

Qualifications

The firm employees carry multiple professional association designations as well as State of Tennessee certifications related to Construction Site Inspection, Materials Testing, TDEC Level 1 and Level 2 as well as OSHA and Title VI training.

Closing Remarks

Farmer | Morgan appreciates the opportunity to propose our services to the City of Starkville, Mississippi. Should you have any questions after reviewing this letter of interest or if we may be of additional service, please do not hesitate to contact us at your convenience.

Very truly yours,

Benjamin Farmer, ASLA, AICP

Principal-Managing Partner

Farmer | Morgan, L.L.C.

TN. GC: 0064917

423-447-2529; O

334-444-2893; M

480-393-5718; F

bfarmer@farmermorgan.com

8. CONSIDERATION OF VARIANCE REQUEST VA 19-09, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 71 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.17.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of variance request VA 19-09, a request by Neil Heitzmann from the location requirements for an accessory structure for a residence located at 71 Frenchman Street in an R-3 zone with the property number 102H-00-191.17” is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A COMPREHENSIVE HISTORIC PROPERTY SURVEY PLAN FOR THE CITY OF STARKVILLE AT A TOTAL COST OF \$17,000.00 WITH \$8,500.00 TO BE REIMBURSED BY THE GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of entering into the memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept the 2019-2020 Certified Local Government (CLG) Grant to prepare a comprehensive historic property survey plan for the City of Starkville at a total cost of \$17,000.00 with \$8,500.00 to be reimbursed by the grant ” is enumerated, this consent item is thereby approved.

(MOA on following page)

10. CONSIDERATION FOR PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BEN RUSH TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT 1329 BABYLON ROAD.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Ben Rush to burn cleared debris associated with a construction project at 1329 Babylon Road” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR PURCHASE OF A 52” LAWNMOWER FOR FIRE DEPARTMENT LAWNS FROM OKTIBBEHA COUNTY CO-OP FOR THE COST OF \$8,080.00, THE LOWER OF TWO QUOTES RECEIVED. Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 52” lawnmower for fire department lawns from Oktibbeha County Coop for the cost of \$8,080, the lower of two quotes received” is enumerated, this consent item is thereby approved.

Quotes Received: Oktibbeha County Cop-op Tiger Cat II 52” Kohler EFI	\$ 8,080.00
And Powerstroke Equipment Exmark 52” Lazer X-Series	\$10,300.00

12. CONSIDERATION OF AUTHORIZATION TO HIRE BRADY HAYNES AND JOSHUA REED AS AN APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Brady Haynes and Joshua Reed as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.



HISTORIC PRESERVATION
Marlin King Jr., director
PO Box 571, Jackson, MS 39205-0571
601-576-6850 • Fax 601-576-6955
mdah.ms.gov

May 16, 2019

Emily Corbin
Assistant City Planner
Project Coordinator
110 W. Main Street
Starkville, MS 39759

Dear Emily,

Congratulations again on Starkville receiving a FFY 2019 CLG Grant for a comprehensive historic property reconnaissance survey!

Enclosed are two copies of the Memorandum of Agreement (MOA) between the City of Starkville and the Mississippi Department of Archives and History. Please review them, have the mayor sign where indicated, and return them to me. I will have Katie Blount sign them and return an original to you for the city's records.

If we do not have the MOA returned by July 5, 2019, we will assume that the City is not accepting the grant and will reallocate funds to other projects.

Your project involves contracting a qualified consultant to do the work. I will need to have the proposed consultant's bid/proposal for the work on file in order to write the three-party contract between the Consultant, City and MDAH. **Work cannot begin on the project until the three-party contract is in place.**

If you have any other questions, please call or email me. I look forward to seeing the final survey documentation materials!

Sincerely,

Meredith Massey
CLG Grant Administrator
enclosures

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2019
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a comprehensive historic property reconnaissance survey to be conducted in the city of Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2020**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 17,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a *matching basis*. The Grantee is required to provide *at least* a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 8,500.00** or 50% of eligible final project costs, *whichever is less*, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2020**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2020**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.
- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the

Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

Paid Survey work conducted relative to this project and performed by individuals who are not employees of the Grantee shall require a three-party contract between MDAH, the Grantee and those individuals performing the work. The three-party contract will be supplied by MDAH, in collaboration with the Grantee and Consultant. If the contract is not signed by September 30, 2019, the project is subject to termination.

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted. The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 25, 2019; January 31, 2020; and April 24, 2020** as well as the Project Completion Report on **August 1, 2020** and the Reimbursement Request (with supporting materials) by **August 31, 2020**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2020**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Copy of completed reconnaissance survey documentation report.
- Hard copy of completed reconnaissance survey map.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2020**.

A final expense summary, due **August 31, 2020**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the

initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

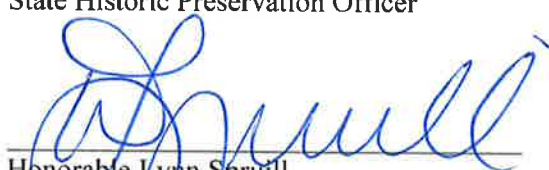
THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY


Honorable Lynn Spruill
Mayor of Starkville

Date

6-4-2019

Return to:

Meredith Massey
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will produce a survey report for a comprehensive reconnaissance of historic properties in the City of Starkville. The report must be prepared by a qualified professional from the MDAH approved survey consultant list.
2. The final report should adhere to the National Park Service's *National Register Bulletin 24, Guidelines for Local Survey: A Basis For Preservation Planning* focusing on the standards for reconnaissance surveys, which can be located at <https://www.nps.gov/nr/publications/bulletins/nrb24/>. Information that should be collected and documented as a result of reconnaissance survey are as follows: the kinds of properties looked for; the boundaries of the area surveyed; the method of survey, including the extent of survey coverage; the kinds and extent of historic properties present in the survey area, including identifying potential areas for intensive survey (keyed to the map); individual properties that were identified with brief descriptions (keyed to the map); places examined that did not contain historic properties.
3. While primarily consisting of a detailed map and a written component, the survey report should include photographs or additional materials where appropriate.

MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

ATTACHMENT B - Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j) 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air

Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
	Mayor
Applicant Organization	Date Submitted
City of Starkville	June 2019

13. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for three (3) Maintenance Workers in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE DONTAVIOUS HOWARD AS A TEMPORARY FULL-TIME DRIVER IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Dontavious Howard as a temporary full-time Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE FOUR (4) ADDITIONAL SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire four (4) additional seasonal lifeguards, Lucas Sumner, Lane Spradline, Libby Mattox and John Campbell, in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ACCEPT THE CHRISTOPHER AND DANA REEVE FOUNDATION GRANT FOR THE AMOUNT OF \$25,000.00 TO BE USED FOR INCLUSION AND ACCESSIBILITY IMPROVEMENTS AT J.L. KING SENIOR MEMORIAL PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept the Christopher and Dana Reeve Foundation grant for the amount of \$25,000.00 to be used for inclusion and accessibility improvements at J.L. King Senior Memorial Park, and approval for the Mayor to sign the required agreement” is enumerated, this consent item is thereby approved.



May 23, 2019

Mr. Gerry Logan Jr.
Executive Director
Starkville Parks and Recreation
405 Lynn Lane
Starkville, MS 39759

Dear Mr. Logan:

I am pleased to inform you that Starkville Parks and Recreation has been awarded a Christopher & Dana Reeve Foundation 2019 1st Cycle Direct Effect Quality of Life grant in the amount of \$25,000 to support your project entitled, *J.L. King Senior Memorial Park Inclusion*.

This grant is funded through a cooperative agreement with the United States Department of Health and Human Services, Administration for Community Living (cooperative agreement number 90PRRC0002-01-01; Catalog of Federal Domestic Assistance number 93.325), and is considered a federal sub-recipient grant. As such, grant funds are restricted from funding food, new construction/major rehabilitation of buildings, grants to individuals, and basic research. Sub-recipients must track and report on these grant funds as well as keep adequate documentation to prove that grant funds are expended in the manner specified in the approved project budget (Appendix A) and stipulated in this letter. Sub-recipients must allow the Reeve Foundation and its auditors access to your organization's financial records and statements if requested and/or necessary. It is required that all grant funds be expended within the project period.

Two reports are required for this grant. The grant project period, grant payment and reporting dates are as follows:

Project Period:	June 1, 2019 through May 31, 2020
One-time Grant Payment:	Issued upon receipt of countersigned Grant Award Letter
Interim Report:	December 31, 2019
Final/Close Out Report:	June 30, 2020

Report reminders will be sent one month prior to the report due date and an electronic report template will be provided. Interim Project Report Requirements are attached (Appendix B). Final/close out report requirements will be sent in advance and will allow you to detail the project's progress, challenges, how challenges were addressed, the project's impact, and grant expenditures. The final report will also include an impact evaluation survey that is conducted by Vanderbilt University to enable you to offer candid feedback about the overall grant experience.

Any changes in project scope or budget must be requested in writing and are subject to approval. All requests are to be directed to Mark Bogosian, Director of Quality of Life Grants Program, at mbogosian@christopherreeve.org.

Information about publicizing your award will be emailed in the next few weeks, along with a template press release. The Reeve Foundation always looks for opportunities to inform our community members of your important work. We encourage you to share stories and photographs (high resolution, please) of news you would like to share, and we will try to spread the word via social media and other outlets.

Further, we encourage you to inform your client base that the Reeve Foundation Paralysis Resource Center (PRC) offers a wealth of free informative products and services in a variety of formats, including our flagship publication, the *Paralysis Resource Guide*, Information Specialists services, Peer and Family Support Program, educational webinars and online community forums. Please visit our website at www.christopherreeve.org for more information.

Members of the Reeve Foundation staff, Board of Directors, and/or other representatives may wish to arrange a site visit to learn more about your program, assess progress, assist with challenges, and participate in press-related activities. Your organization may also be invited to participate in meetings of interest in your area. In addition, the Reeve Foundation will notify your federal elected legislators about the grant award.

On behalf of the Reeve Foundation Board of Directors and staff, we wish you much success with your efforts to enhance the lives of people living with paralysis and their families.

M-Bogosian

Mark Bogosian
Director, Quality of Life Grants Program

5/23/19

Date

Please sign below to indicate adherence to the grant requirements:

[Signature]

Name and Title of Executive Officer

6-4-19

Date

Please print name and title of Executive Officer below if different from addressee.

D. Lynn Spruill

Name

Mayer - City of Starkville

Title

Christopher & Dana Reeve Foundation

Grant Line-Item Budget

Name of Organization: Starkville Parks and Recreation
 Name of Project: J. L. King Senior Memorial Park Inclusion
 One-Year Project Budget

You must use the Reeve Foundation Budget Template provided. Submission of other budget formats will result in applications not being reviewed.

Note: Subtotal and Total costs will formulate automatically

Itemized Budget		Total Cost	Requested Amount
Personnel Costs			
List all positions by title	% FTE		
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Personnel Subtotal		\$ -	\$ -
Equipment Costs			
Itemize and provide descriptions of equipment (indicate below if vendor quote is attached to support equipment request)			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Equipment Subtotal		\$ -	\$ -
Consultants/Contractors			
Name of Consultant/Contractor (person or company) and one-sentence description of services			
James Williams - will install concrete sidewalks. This includes the concrete.		\$ 5,000	\$ 5,000
Murphree Paving - will overlay walking track with 1 1/2 inches of asphalt.		\$ 17,200	\$ 17,200
		\$ -	\$ -
Consultants/Contractors Subtotal		\$ 22,200	\$ 22,200
Supplies			
Itemize and provide description of supplies (indicate below if vendor quote is attached to support supplies request)			
Accessible picnic tables and new benches - quote is attached.		\$ -	\$ -
*2 new accessible tables at \$810 each (\$1,620)		\$ 1,620	\$ 1,620
*4 new benches at \$295 each (\$1,180)		\$ 1,180	\$ 1,180
Supplies Subtotal		\$ 2,800	\$ 2,800
Travel			

Type of travel and one-sentence description of purpose			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Travel Subtotal		\$ -	\$ -
Other Costs			
Item (good or service) and one-sentence description of purpose			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Other Costs Subtotal		\$ -	\$ -
TOTAL COSTS		\$ 25,000	\$ 25,000

Other Sources of Funding		Amount	Is this funding Committed or Pending?
Internal Funds		\$ -	
Individuals		\$ -	
Foundations		\$ -	
Corportations		\$ -	
Government - Federal		\$ -	
Government - State		\$ -	
Other		\$ -	
TOTAL		\$ -	

Summary of Funds Requ	Requested Amount
Personnel	\$ -
Equipment	\$ -
Consultants/Contractors	\$ 22,200
Supplies	\$ 2,800
Travel	\$ -
Other Costs	\$ -
TOTAL FUNDS REQUEST	\$ 25,000

APPENDIX B: DIRECT EFFECT INTERIM PROJECT REPORT REQUIREMENTS

Grantees are to respond directly through the Christopher & Dana Reeve Foundation online grants portal.

Project Implementation

Describe the progress toward accomplishing the project goals. Please address:

- Project accomplishments to date.
- Schedule/timetable: Is the project on schedule? If not, please explain why and describe anticipated changes to deadlines or milestones.
- Project changes: Was it necessary to make any changes in the proposed project? Please explain any modifications to the project from the approved proposal. ***Please note as indicated in the grant award letter, all changes in project scope must be approved prior to report submission.***
- Challenges: Identify any challenges/obstacles you've faced while developing and implementing this project. Identify possible solutions or proposed changes to address the challenges/obstacles.
- Collaborations: Identify other organizations/networks you have worked with to initiate and implement this project and provide a brief explanation of the collaborative efforts.
- Lessons Learned: Describe what the organization has learned during the project period to date, and any implications as the project moves forward.

Financial Reporting

Based on the approved project budget, provide a summary of projected versus actual expenditures to date.

- Describe any budget modification requested due to any unforeseen situations or project changes.

Additional Materials

Please upload copies of any significant materials including newsletters, brochures, articles, etc. that shed light on the project or your organization's recent activities.

17. REQUEST AUTHORIZATION TO ALLOW CPL. PAUL WOODS AND OFFICER COLBY HUFFMAN TO ATTEND THE TASER INSTRUCTOR COURSE, AT CAMP SHELBY ON JULY 9-10, 2019 AT AN ESTIMATED COST OF \$1,250.00 EACH.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Cpl. Paul Woods and Officer Colby Huffman to attend the TASER Instructor Course, at Camp Shelby on July 9-10, 2019 at an estimated cost of \$1,250.00 each” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION OF APPLICATION FOR FY19 OFFICE OF JUSTICE PROGRAMS BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF \$7,488.00 WITH A POLICE DEPARTMENT MATCH OF \$3,744.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval to apply for an FY 19 Office of Justice Programs Bulletproof Vest Partnership in the amount of \$7,488.00 with a police department match of \$3,744.00” is enumerated, this consent item is thereby approved.

19. REQUEST APPROVAL OF LOWEST AND BEST BID FROM HOWARD INDUSTRIES, INC. OF LAUREL, MISSISSIPPI FOR TWO (2)18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL IN THE AMOUNT OF \$864,342.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best bid from Howard Industries, Inc. of Laurel, Mississippi for two (2)18/24/30 MVA Power Transformers for Southwest Starkville Primary Substation material in the amount of \$864,342.00” is enumerated, this consent item is thereby approved.

Bids received April 16, 2019:	Howard Industries	- \$ 864,342.00
	ABB, Inc.	- \$ 1,007,200.00
	SPX Transformers	- \$ 1,066,986.00
	Penn Transformer Tech	- \$ 1,163,226.00
	Delta Star	- \$ 1,185,734.00

20. REQUEST APPROVAL FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO DALLAS, TX TO ATTEND THE 44TH ANNUAL HONEYWELL USER GROUP AMERICAS CONFERENCE ON JUNE 9TH-14TH, FOR A USER TRAINING CONFERENCE FOR THE AMI SYSTEM THE CITY HAS IMPLEMENTED WITH COSTS NOT TO EXCEED \$3,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Jacob Forrester of Starkville Utilities to travel to Dallas, TX to attend the 44th Annual Honeywell User Group Americas conference on June 9th-14th with costs not to exceed \$3,500.00” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill congratulated Chief Yarbrough on being elected Vice President to the MS Firefighter Association. The Mayor then updated the public on the security cameras recently installed around the City. More information can be found on the City of Starkville website.

Mayor Spruill then recognized Police Chief Frank Nichols. Chief Nichols announced his retirement effective at the end of the year. He thanked the City for his 27 years with Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins thanked the Police Chief for his years of service and asked that he present any recommendations he may have to the Mayor and Board as to the future of the Police Department. Alderman Vaughn, as well as the other Aldermen, thanked the Chief for his leadership and service to the City of Starkville.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted it had been three years since his younger brother was shot and killed.

Kelly Prather, Ward 4, thanked the elected officials for all that has been accomplished in Starkville, but stated Carpenter Place needs attention. He asked that the streets be overlaid soon in that most of the development is complete. He also asked that flooding at Suzanne and Bryce Streets be investigated.

Jessica Hill submitted an outside contribution request and asked that the Board give consideration to designating \$5,000 to be used by the Starkville Oktibbeha Safe House (SOS) house.

Chris Taylor, Ward 7, asked that the City and keep the citizens updated on all events, etc.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:**PUBLIC HEARING OF CU 19-06: A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00.**

Emily Corban presented conditional use CU 19-06 which asked to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha Consolidated School District.

Mayor Spruill opened the Public Hearing and called for public comments.

The applicant was present and noted her plans to remove the existing structure prior to placing the mobile home on the property.

There being no additional comments from the public or from the Board, the Mayor announced the public hearing closed.

21. MOTION TO TABLE REQUEST CU 19-06.

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to table CU 19-06 pending review by the City Attorney, until June 18, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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.

PUBLIC HEARING OF RZ 19-02: A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Emily Corban presented RZ 19-02 a request by Carpenter Court 2019, LP to rezone one split zoned parcel from C-1 Business and R-5 Residential to R-5 Residential located at the southeast corner of the intersection of Louisville Street and Sand Road with the parcel number 105B-00-001.05. The applicant is seeking to rezone from C-1 Business and R-5 Residential to R-5 Residential based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Mayor Spruill opened the Public Hearing and called for public comments.

The applicants Roy Carpenter and Brent Jones were present and noted their plans to begin the development in the next year after applying for a grant to build the forty eight units.

There being no additional comments from the public or from the Board, the Mayor announced the public hearing closed.

22. CONSIDERATION OF RZ 19-02: A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve RZ 19-02 citing a change of condition in the neighborhood and public need, to rezone one split zoned parcel from C-1 Business and R-5 Residential to R-5 Residential located at the southeast corner of the intersection of Louisville Street and Sand Road with the parcel number 105B-00-001.05. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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.

23. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF AN ANNEXATION ORDINANCE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to call for the first public hearing, on the adoption of an Annexation Ordinance for the City of Starkville. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

24. CONSIDERATION OF A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON THE GROSS REVENUE OF HOTELS, MOTELS AND RESTAURANTS FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE'S PARKS AND RECREATION FACILITIES.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to adopt a Resolution declaring and levying an additional 1% economic development, tourism and convention tax for the purpose of improving the City of Starkville, Mississippi's Parks and Recreation facilities. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

RESOLUTION DECLARING AND LEVYING AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine, and adjudicate as follows:

1. On November 6, 2018, the Board adopted a Resolution to Levy an Additional 1% Economic Development, Tourism, and Convention Tax for the Purpose of Improving the City of Starkville, Mississippi's Parks and Recreation Facilities.

2. Through House Bill No. 1565, the Mississippi Legislature, during the 2019 Regular Session, passed an Act to Authorize the Governing Authorities of the City of Starkville, Mississippi to Levy an Additional Sales Tax of Not More Than 1% on the Gross Sales of Hotels and Motels Derived from Room Rentals and Upon the Gross Proceeds of Sales of Restaurants for the Purpose of Providing Funds to Construct, Finance, Operate, Equip, Lease and Maintain New Sports Tournament and Recreational Facilities and Improve Existing Sports and Recreational Facilities; and to Provide for an Election on Whether the Tax May Be Levied; and for Related Purposes.

3. On May 30, 2019, a special election was held for the purpose of allowing qualified electors in the City to vote on whether the 1% tax should be enacted. The tax could only be enacted if at least sixty percent (60%) of the qualified electors who voted in the special election voted in favor of the 1% tax.

4. Seventy-three and ninety-three thousandths percent (73.93%) of the qualified electors who voted in the special election voted in favor of the 1% tax.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City hereby declares the levy and collection of the 1% tax as authorized by House Bill No. 1565 (2019 Regular Session).

SECTION 2. The tax shall be imposed upon every person, firm or corporation operating a motel or hotel in the City of Starkville, Mississippi, at a rate of 1% of the gross proceeds of room rentals for each such hotel or motel, and upon every person, firm or corporation operating a restaurant in the City at a rate of 1% of the gross proceeds of the sales of the restaurant derived from retail sale of prepared food, and alcoholic and nonalcoholic beverages.

SECTION 3. For the purpose of the 1% tax, “hotel” or “motel” means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests. “Restaurant” means all places where prepared food and beverages are sold for consumption, whether such food and beverages are sold for consumption on the premises or not. “Restaurant” does not include any school, hospital, convalescent or nursing home, or any restaurant-like facility operated by or in connection with a school, hospital, medical clinic, convalescent or nursing home providing food for students, patients, visitors or their families.

SECTION 4. The revenue collected from the 1% tax shall be used and expended solely for the purpose of providing funds to acquire real property and for constructing, equipping, owning, operating, leasing, furnishing, maintaining and marketing new and existing sports tournament and recreational facilities and for related purposes, and/or paying the principal of, and interest on, bonds issued on any indebtedness incurred for those purposes.

SECTION 5. The 1% tax shall take effect on August 1, 2019.

SECTION 6. On or before July 1, 2019, the governing authorities of the City shall furnish to the Mississippi Department of Revenue a certified copy of this resolution evidencing the 1% tax.

SECTION 7. Pursuant to House Bill No. 1565 (2019 Regular Session), the 1% tax shall be repealed on July 1, 2029, unless further extended by the Mississippi Legislature.

After discussion, Alderman Jason Walker moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Sandra Sistrunk. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Aye
Alderman David Little	Voted: Aye
Alderman Jason Walker	Voted: Aye
Alderman Hamp Beatty	Voted: Aye
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry N. Vaughn	Voted: Nay

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 4th day of June, 2019.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi

25. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2019 BULLDOG BASH ON SEPTEMBER 20, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a Special Event request by Mississippi State Student Association to hold the 2019 Bulldog Bash and have City participation with in-kind services with the condition of insurance consistent with the City's Special Events Policy, to be provided to the City by September 1, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 29, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 275,523.29
Airport Fund	015	39,474.57
Sanitation	022	35,964.68
Computer Assessments	107	25,869.69
Industrial Park Bond	303	6,013.38
Park and Rec, Tourism	375	279,361.25
Sub Total Before Utilities		\$ 662,206.86
Utilities Dept.	SED	683,737.13
Total Claims	Total	\$ 1,345,943.99

30. CONSIDERATION OF A LEASE AGREEMENT WITH REGIONS EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF \$836,500 OVER SEVEN YEARS TO BE MADE ANNUALLY IN ADVANCE BEGINNING OCTOBER OF 2019 AT 2.59% INTEREST FOR THE LEASE PURCHASE OF (2) REAR LOADER TRUCKS, (1) FRONT LOADER TRUCK AND (1) KNUCKLE BOOM TRUCK TO BE USED BY STARKVILLE SANITATION DEPT.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to enter into a lease agreement with Regions Equipment Finance Corporation in the amount of \$836,500 over seven years to be made annually in advance beginning October of 2019 at 2.59% interest for the lease purchase of (2) Rear Loader Trucks, (1) Front Loader Truck and (1) Knuckle Boom Truck to be used by Starkville Sanitation Dept. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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.

Six quotes were received:

Regions Equipment Finance	- 2.59%
Bancorp South	- 4.19%
Trustmark Bank	- 3.06%
Signature Public Financing	- 2.68%
Hancock Whitney	- 3.55%
BankFirst	- 3.48%

Bank documents follow these minutes.

31. A MOTION TO ENTER INTO A 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 Little, seconded by Alderman Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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.

32. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of potential land acquisition on Washington Street and potential litigation to recover police training fees. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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 after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential land acquisition on Washington Street and potential litigation to recover police training fees. At this time, the Board entered Executive Session.

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

Alderman Sistrunk offered a motion to return to Open Session. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	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 then announced that the Board had taken action in Executive Session.

34. A MOTION TO OBTAIN APPRAISAL.

Alderman Beatty offered a motion for the City to engage an appraiser pursuant to Miss. Code Ann. § 43-37-3 to appraise the Buckner property on Washington Street. Alderman Sistrunk offered a second and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

35. MOTION TO RECESS UNTIL JUNE 18, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to Recess the meeting until June 18, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 4, 2019
PAGE: Page 1of 6

SUBJECT:

Public Hearing and Consideration of CU 19-06 a request for Conditional Use to allow for a mobile home to be placed at 1560 Louisville Street in a R-5 zone with the parcel number 105-16-009.00.

SUMMARY:

The applicant is seeking a Conditional Use to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha School District.

5 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on May 20, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding the request.

On May 14, 2019 the Planning and Zoning Commission voted 6-0 to recommended approval of this request with the following recommended conditions:

1. The applicant shall have six months from time of Conditional Use approval to begin the permitting process with the City.
2. The mobile home shall be place at least 50’ away from the existing structure on the site and within the required setbacks for an R-5 zoning district.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of CU 19-06 a request for Conditional Use to allow for a mobile home to be placed at 1560 Louisville Street with the two recommended conditions:

1. The applicant shall have six months from time of Conditional Use approval to begin the permitting process with the City.
2. The mobile home shall be place at least 50’ away from the existing structure on the site and within the required setbacks for an R-5 zoning district.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: CU 19-06 Request for Conditional Use to allow for a mobile home to be placed at 1560
Louisville Street in a R-5 zone with the parcel number 105 -16-009.00.
Date: May 14, 2019

The purpose of this report is to provide information regarding Conditional Use Request by Christina Johnson to allow for a mobile home to be placed at 1560 Louisville Street in a R-5 zone with the parcel number 105-16-009.00. Please see attachments 1- 2.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home” on the property, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. The property is part of 16th section land that is owned by the Starkville Oktibbeha School District.

Scale and intensity of use.

The placement of the home has not yet been determined. The property is +/- 2.18 acres.

On- or off-site improvement needs.

There are no off-site improvements being proposed.

On-site amenities proposed to enhance the site.

There are no amenities being proposed

Site issues.

There is an existing abandoned house that current sits on the property.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	R-5	vacant
East	R-5	vacant
South	R-5	vacant
West	C-2	Residence, mobile home

ALLOWED USES UNDER THE PERMITTED AND CONDITIONAL USE CHART

R-5 RESIDENTIAL ZONING DISTRICT

The following uses are permitted by right in the R-5 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Dwelling, live/work
4. Dwelling, single family, detached
5. Dwelling, multi-family
6. Dwelling, 3-4 family
7. Personal Care/Group Home
8. Family Child Care
9. Parks & Recreation, Passive
10. Business Offices

The following uses are allowed by conditional use in the R-5 zoning district:

1. Bed & Breakfast Inn
2. Boarding/Rooming House
3. Dormitory
4. Dwelling, 2-family
5. Fraternity/Sorority House
6. Manufactured Homes
7. Mobile Homes
8. Community Services
9. Education Facilities
10. Government Facilities
11. Institutional and Health Care Facilities
12. Parks & Recreation, Active
13. Places of Worship
14. Public Spaces
15. Utilities
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. General Retail & Services
19. Parking Lots & Garage
20. Personal Services

NOTIFICATION

2 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on March 27, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding the request.

ANALYSIS

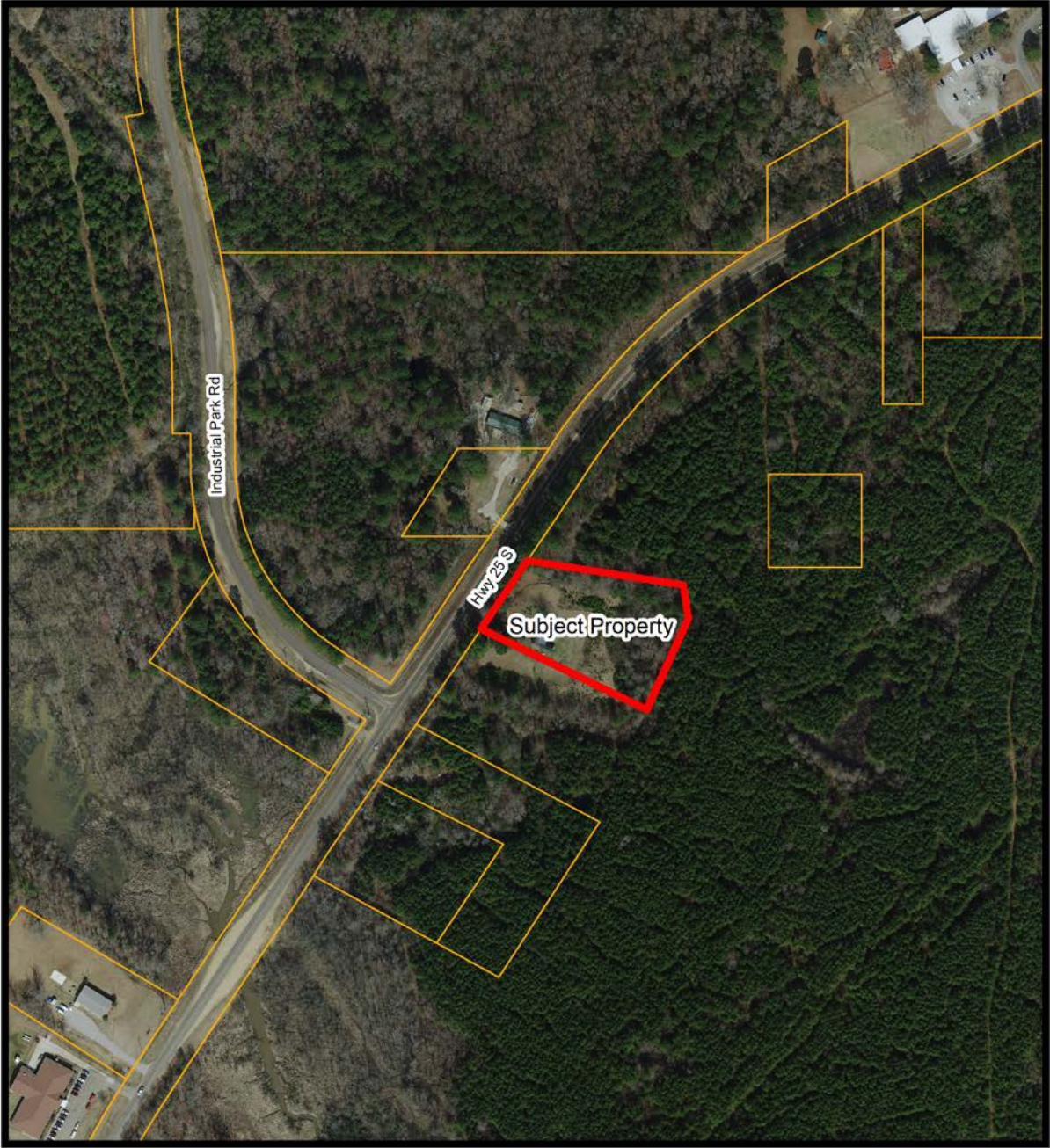
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a "mobile home" could be considered a compatible use with adjacent properties. There is an existing mobile home across the street to the west. The 2016 Comprehensive plan has the areas placetype listed as rural corridor. Residential is listed as a land use for the placetype of rural corridor.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed.
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining permits as required by the City and State prior to occupying the dwelling.

Requested Conditions:

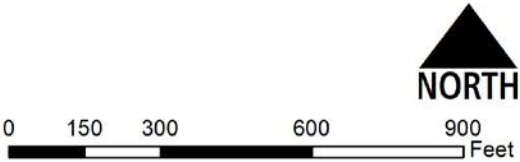
1. The applicant shall have six months from time of Conditional Use approval to begin the permitting process with the City.
2. The mobile home shall be placed at least 50' away from the existing structure on the site and within the required setbacks for an R-5 zoning district.

Attachment 1
CU 19-06 Aerial

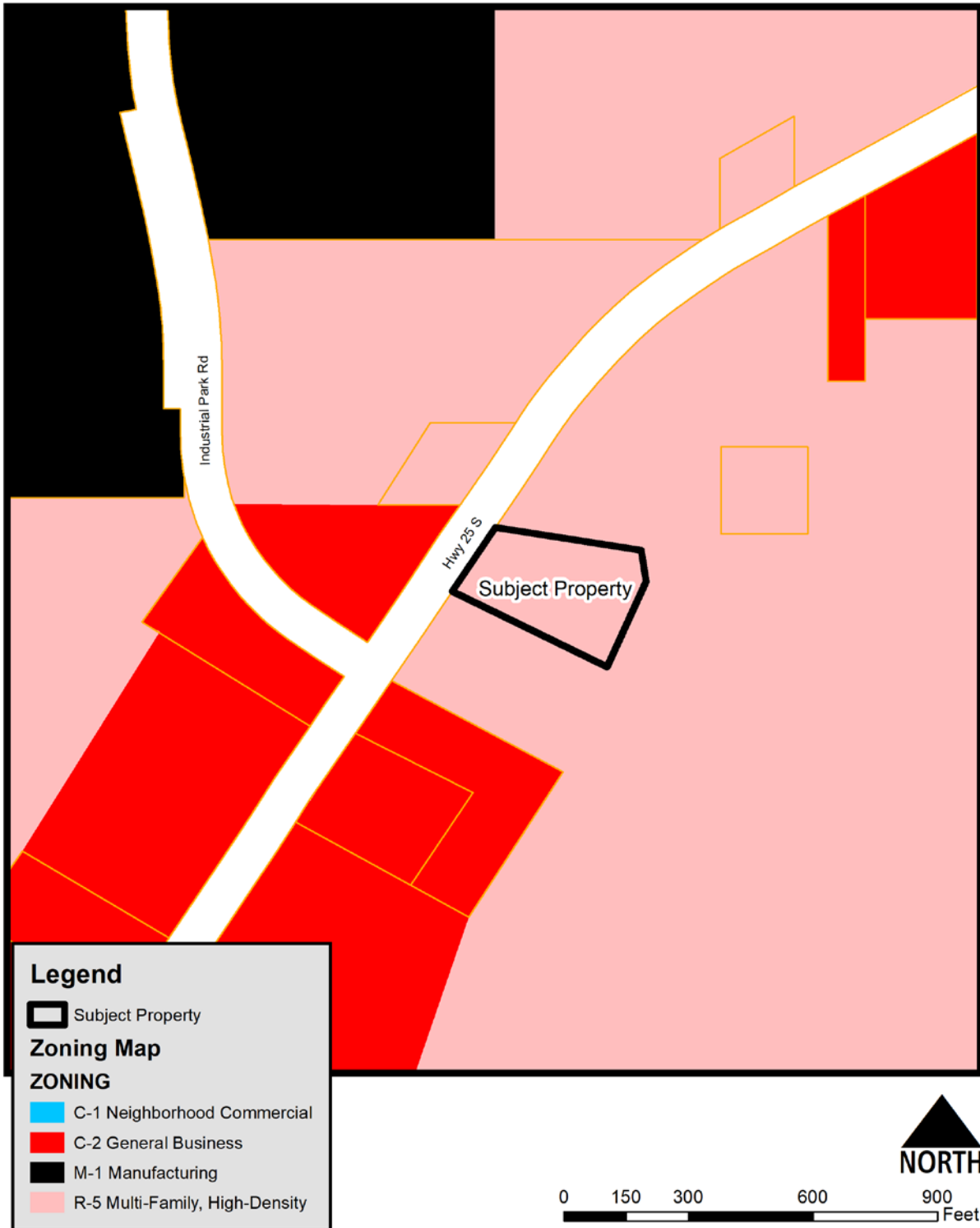


Legend

 Subject Property



Attachment 2
CU 19-06 Zoning



**NOTICE OF PUBLIC HEARING
ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING
THE CORPORATE LIMITS AND BOUNDARIES OF THE
CITY OF STARKVILLE, MISSISSIPPI**

Notice is hereby given that a public hearing will be held on the 18th day of June, 2019, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on a proposed Ordinance relating to the enlarging, extending, and defining the corporate limits and boundaries of the City of Starkville, Mississippi. The proposed Ordinance is as follows:

AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO.

BE IT ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI:

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Starkville, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Oktibbeha County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Starkville, Mississippi, is situated in Oktibbeha County, Mississippi, and is more particularly described as follows:

**City of STARKVILLE, Mississippi
Proposed Annexation Area**

Beginning at the intersection of the East line of the West half of the West half of Section 36, Township 19 North, Range 14 East and the South right-of-way of Mississippi Highway 182 (formerly US Highway 82), said point being on the existing corporate limits of the City of Starkville as described in the Judgement of Annexation filed May 22, 1998 in the Chancery Court of Oktibbeha County, Mississippi, said point being the **POINT OF BEGINNING**;

Thence, leaving said existing corporate limits of the City of Starkville, run Easterly along said South right-of-way of Mississippi Highway 182 to its intersection with the Northwest corner of Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner, said point also being the Southwest corner of Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner;

Thence run Northerly along the East line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southerly along the West right-of-way of East Lee Boulevard to its intersection with a West line of a parcel of land described in Deed Book 171, Page 358 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along said West line of said parcel described in Deed Book 171, Page 358 to its intersection with the South line of a parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in Deed Book 2015, Page 4876 to its intersection with the East right-of-way line of East Drive;

Thence run Northerly along the East right-of-way line of East Drive to its intersection with the North line of said parcel described in Deed Book 2015, Page 4876;

Thence run Easterly along the North line of said parcel described in Deed Book 2015, Page 4876 to its intersection with a West line of said parcel described in Deed Book 171, Page 358;

Thence run Northerly along said West line of said parcel described in Deed Book 171, Page 358 to its intersection with a South line of said parcel described in Deed Book 171, Page 358;

Thence run Northwesterly along said South line of said parcel described in Deed Book 171, Page 358 for 260 feet, more or less, to an interior corner of said parcel described in Deed Book 171, Page 358;

Thence run Southerly 195 feet, more or less, to a Southeast corner of said parcel described in Deed Book 171, Page 358;

Thence run Westerly along said South line of said parcel described in Deed Book 171, Page 358 to its intersection with the East line of Lot No. 11 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along said East line of Lot No. 11 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with a Northeast corner of Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Southeast corner of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Westerly along the South line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with an interior corner of a parcel of land described as Tract 1 in Deed Book 2011, Page 5596 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said parcel described as Tract 1 in Deed Book 2011, Page 5596 to its Southeast corner;

Thence run Northwesterly and Westerly along the South line of said parcel described as Tract 1 in Deed Book 2011, Page 5596 to its intersection with the East line of the West half of the West half of said Section 36, Township 19 North, Range 14 East;

Thence run Southerly along the East line of the West half of the West half of said Section 36 to its intersection with the North line of Section 1, Township 18 North, Range 14 East;

Thence run Easterly along the North line of said Section 1 to its intersection with the Southwest corner of a parcel of land described as Tract 2 in Deed book 2003, Page 8374 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its Northwest corner;

Thence run Easterly along the North line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its Northeast corner;

Thence run Southeasterly, and Southwesterly along the East line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its intersection with the North line of said Section 1;

Thence run Easterly along the North line of said Section 1 to the Northwest corner of the Northeast quarter of said Section 1;

Thence run Southerly along the West line of the East half of said Section 1 to its intersection with the Northwest corner of a parcel of land described as Parcel 2 in Deed Book 2012, Page 829 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its Northeast corner;

Thence run Southerly along an East line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829;

Thence run Easterly along said North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southwesterly along the West right-of-way of East Lee Boulevard to its intersection with the West line of the East half of said Section 1;

Thence run South along the West line of the East half of said Section 1 to intersection with the East right-of-way line of East Lee Boulevard;

Thence run Northeasterly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Harned Road;

Thence run Southeasterly along the South right-of-way of Harned Road to its intersection with the Northeasterly extension of the East line of a parcel of land described in Deed Book 288, Page 582 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southwesterly along the Northeasterly extension of the East line of said parcel described in Deed Book 288, Page 582 to its intersection with the Northwest corner of a parcel of land described as Tract 1 in Deed Book 755, Page 440 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the North line of said parcel described as Tract 1 in Deed Book 755, Page 440 to its intersection with the North right-of-way of East Road;

Thence run Southwesterly along the North right-of-way line of East Road to its intersection with the East line of a parcel of land described in Deed Book 2001, Page 3474 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the East line of said parcel described in Deed Book 2001, Page 3474 to its intersection with the South right-of-way of East Road;

Thence run Northeasterly along the South right-of-way of East Road to its intersection with the Northeast corner of a parcel of land described as Lot 71 of the College Vista Subdivision in Deed Book 824, Page 462 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the East line of said parcel described as Lot 71 of the College Vista Subdivision in Deed Book 824, Page 462 to its intersection with the South line of the Northeast quarter of said Section 1;

Thence run Easterly along the South line of the Northeast quarter of said Section 1 to its intersection with the South right-of-way of San Marcos Drive;

Thence run Southeasterly along the South right-of-way of San Marcos drive to the Northwest corner of a parcel of land described in Deed Book 1042, Page 513 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly to the Southwest corner of said parcel described in Deed Book 1042, Page 513, said point also being on the North line of a parcel described in Deed Book 2012, Page 154 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly to the Northeast corner of said parcel described in Deed Book 2012, Page 154, said point also being a Northwest corner of a parcel described in Deed Book 2010, Page 004 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly, Southerly and Easterly along the North line of said parcel described in Deed Book 2010, Page 004 to its Northeast corner, said point also being the Northwest corner of a parcel described in Deed Book 2012, Page 1437 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the North line of said parcel described in Deed Book 2012, Page 1437 to its Northeast corner, said point also being on the West right-of-way of Bardwell Rd;

Thence run Southerly along the West right-of-way of Bardwell Road to its intersection with the Westerly extension of the South line of a parcel described in Deed Book 2017, Page 1494 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along said Westerly extension of the South line of said parcel described in Deed Book 2017, Page 1494 and continue along the South line of said parcel described in Deed Book 2017, Page 1494 to its Southeast corner said point being on the East line of the Southwest quarter of Section 6, Township 18 North, Page 15 East;

Thence run Northerly to the Northeast corner of the Southwest quarter of said Section 6;

Thence run Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 6;

Thence run Northerly to the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 6; said point being on the South line of the North ½ of the North ½ of said Section 6;

Thence run Easterly along said South line of the North ½ of the North ½ of said Section 6 to its intersection with the East line of a parcel described in the 2nd paragraph of "Exhibit A" of Deed Book 2004, Page 750 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in the 2nd paragraph of "Exhibit A" of Deed Book 2004, Page 750 to its intersection with the South line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the South line of said Section 31 to its intersection with the Southeast corner of the Southwest quarter of said Section 31;

Thence run Northerly along the East line of the Southwest quarter of said Section 31 to its intersection with the South right-of-way of Old Mayhew Road;

Thence run Northeasterly along the South right-of-way of Old Mayhew Road to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the South right-of-way of US Highway 82;

Thence run Easterly along the South right-of-way of US Highway 82 to its intersection with the East line of Section 32, Township 19 North, Range 15 East;

Thence run Northerly along said East line of Section 32, and continuing along its Northerly extension to the North Right-of-Way line of said Mississippi Highway 182;

Thence run Westerly along said North Right-of-Way line of said Mississippi Highway 182 to its intersection with the West Right-of-Way line of Cannon Road;

Thence run Northerly along the West Right-of-Way line of Cannon Road to its intersection with the North line of said Section 32;

Thence run Westerly along the North line of said Section 32 to its intersection with the South Right-of-Way line of Timberline Drive;

Thence run Westerly along the South Right-of-Way line of Timberline Drive to its intersection with the North line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the North line of said Section 31 to its intersection with a Southwest corner of a parcel described in Deed Book 2002, Page 7830 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 684 feet, more or less, to an interior corner of said parcel described in Deed Book 2002, Page 7830;

Thence run Westerly 695 feet, more or less, to a Southwest corner of said parcel described in Deed Book 2002, Page 7830, said point being on the East line of a parcel described in Deed Book 2015, Page 4449 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 2015, Page 4449;

Thence run Westerly along the North line of said parcel described in Deed Book 2015, Page 4449 to an interior corner, said corner also being a Southwest corner of a parcel described in Deed Book 828, Page 704 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly, Southwesterly and Northwesterly along the West line of said parcel described in Deed Book 828, Page 704 to its Northwest corner, and continue along the extension of said West line to a point on the North right-of-way of the Kansas City Southern Railroad;

Thence run Southwesterly along the North right-of-way of the Kansas City Southern Railroad to its intersection with the East line of Section 30, Township 19 North, Range 14 East;

Thence run Northerly along the East line of said Section 30 to the Southeast corner of a parcel described in Deed Book 657, Page 581 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly to the Southwest corner of said parcel described in Deed Book 657, Page 581;

Thence run Northerly to the Northwest corner of said parcel described in Deed Book 657, Page 581, said point being on the South line of Section 24, Township 19 North, Range 14 East;

Thence run Westerly along the South line of said Section 24 to the Southeast corner of a parcel described in Deed Book 1041, Page 396 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 1041, Page 396; said point also being located on the South right-of-way of Old West Point Road;

Thence run Northerly across Old West Point Road 72 feet, more or less, to a Southeast corner of a parcel described in Deed Book 2014, Page 5106 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 1,252 feet, more or less, to an interior corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Easterly 630 feet, more or less, to a Southeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Westerly to the Northwest corner of said parcel described in Deed Book 2014, Page 5106, said point also being the Northeast corner of a parcel described in Deed Book 2016, Page 6865 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly to the Northwest corner of said parcel described in Deed Book 2016, Page 6865, said point also being the Northeast corner of a parcel described in Deed Book 2009, Page 3026 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2009, Page 3026 to its intersection with the West line of Section 24, Township 19 North, Range 14 East, said point being on said existing corporate limits of the City of Starkville, Mississippi;

Thence run Southerly and continue following said existing corporate limits of the City of Starkville, Mississippi to its intersection with the South right-of-way of the Kansas City Southern Railroad;

Thence run Northeasterly along the South right-of-way of the Kansas City Southern Railroad to its intersection with the South right-of-way of US Highway 82;

Thence run Southerly along the South right-of-way of US Highway 82 to the Northwest corner of "Parcel #7" described in Deed Book 2011, Page 3089 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly to the Southwest corner of said "Parcel #7" described in Deed Book 2011, Page 3089;

Thence run Easterly to the Southeast corner of said "Parcel #7" described in Deed Book 2011, Page 3089, said point also being the Southwest corner of a parcel described as "Tract 3" in Deed Book 2017, Page 9682 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly to the Southeast corner of said "Tract 3" described in Deed Book 2017, Page 3089, said point also being the Southwest corner of a parcel described in Deed Book 172, Page 389 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described Deed Book 172, Page 389 to its intersection with the South right-of-way of US Highway 82;

Thence run Southeasterly along the South right-of-way of US Highway 82 3,911 feet, more or less, to a point on the West line of a parcel described in Deed Book 598, Page 363 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said parcel described in Deed Book 598, Page 363 to its intersection with the North right-of-way of Mississippi Highway 182;

Thence run Westerly along the North right-of-way of Mississippi Highway 182 to its intersection with the West line of the East half of the West half of Section 36, Township 19 North, Range 14 East; said point being on said existing corporate limits of the City of Starkville, Mississippi;

Thence run Southerly and continue following said existing corporate limits of the City of Starkville, Mississippi to the **POINT OF BEGINNING**;

LESS AND EXCEPT the following area;

The portion of the parcel described in Deed Book 366, Pg. 131 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that lies North of U.S. Highway 82;

LESS AND EXCEPT the following area;

The portion of the parcel described in Deed Book 171, Pg. 358 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that is located South of U.S. Hwy. 182, and East of East Lee Boulevard;

LESS AND EXCEPT the following parcels;

A parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that lies West of East Drive;

A parcel of land described in Deed Book 680, Page 16 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

A parcel of land described in Deed Book 680, Page 535 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

The above referenced area being 2.9 square miles, more or less, located in Oktibbeha County, Mississippi.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Starkville, Mississippi, shall be and are described as follows:

CITY OF STARKVILLE, MISSISSIPPI
Resultant Enlarged City

Commence at the Southwest Corner of the Northeast Quarter of Section 11, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point being the center of Section 11, said point being the POINT OF BEGINNING;

Thence run North 4,682 feet;

Thence East 1,315.8 feet;

Thence North 2,924 feet, more or less, to the East Boundary of Ms. Highway 12;

Thence North 36°-06'-56" East along the East Boundary of Ms. Highway 12 for 614.42 feet;

Thence North 17°-51'-25" West along the East Boundary of Ms. Highway 12 for 626.04 feet;

Thence North 08°-53'35" West along the East Boundary of Ms. Highway 12 for 474.65 feet;

Thence North 07°-12'-31" West along the East Boundary of Ms. Highway 12 for 540.11 feet to the point of tangency on a curve;

Thence in a Northeasterly direction along a curve with a chord distance of 517.81 feet, a bearing of North 36°-49'-19" East, a radius of 372.10 feet, and an arc length of 572.67 feet;

Thence North 81°-56'-50" East along the South Boundary of U.S. Highway 182 (former U.S. Hwy 82) for 2,139.81 feet, said point being on the East line of the West half of the West half of Section 36, Township 19 North, Range 14 East;

Thence run Easterly along said South right-of-way of Mississippi Highway 182 to its intersection with the Northwest corner of Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner, said point also being the Southwest corner of Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner;

Thence run Northerly along the East line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southerly along the West right-of-way of East Lee Boulevard to its intersection with a West line of a parcel of land described in Deed Book 171, Page 358 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along said West line of said parcel described in Deed Book 171, Page 358 to its intersection with the South line of a parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in Deed Book 2015, Page 4876 to its intersection with the East right-of-way line of East Drive;

Thence run Northerly along the East right-of-way line of East Drive to its intersection with the North line of said parcel described in Deed Book 2015, Page 4876;

Thence run Easterly along the North line of said parcel described in Deed Book 2015, Page 4876 to its intersection with a West line of said parcel described in Deed Book 171, Page 358;

Thence run Northerly along said West line of said parcel described in Deed Book 171, Page 358 to its intersection with a South line of said parcel described in Deed Book 171, Page 358;

Thence run Northwesterly along said South line of said parcel described in Deed Book 171, Page 358 for 260 feet, more or less, to an interior corner of said parcel described in Deed Book 171, Page 358;

Thence run Southerly 195 feet, more or less, to a Southeast corner of said parcel described in Deed Book 171, Page 358;

Thence run Westerly along said South line of said parcel described in Deed Book 171, Page 358 to its intersection with the East line of Lot No. 11 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along said East line of Lot No. 11 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with a Northeast corner of Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Southeast corner of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Westerly along the South line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with an interior corner of a parcel of land described as Tract 1 in Deed Book 2011, Page 5596 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said parcel described as Tract 1 in Deed Book 2011, Page 5596 to its Southeast corner;

Thence run Northwesterly and Westerly along the South line of said parcel described as Tract 1 in Deed Book 2011, Page 5596 to its intersection with the East line of the West half of the West half of said Section 36, Township 19 North, Range 14 East;

Thence run Southerly along the East line of the West half of the West half of said Section 36 to its intersection with the North line of Section 1, Township 18 North, Range 14 East;

Thence run Easterly along the North line of said Section 1 to its intersection with the Southwest corner of a parcel of land described as Tract 2 in Deed book 2003, Page 8374 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its Northwest corner;

Thence run Easterly along the North line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its Northeast corner;

Thence run Southeasterly, and Southwesterly along the East line of said parcel described as Tract 2 in Deed book 2003, Page 8374 to its intersection with the North line of said Section 1;

Thence run Easterly along the North line of said Section 1 to the Northwest corner of the Northeast quarter of said Section 1;

Thence run Southerly along the West line of the East half of said Section 1 to its intersection with the Northwest corner of a parcel of land described as Parcel 2 in Deed Book 2012, Page 829 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its Northeast corner;

Thence run Southerly along an East line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829;

Thence run Easterly along said North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southwesterly along the West right-of-way of East Lee Boulevard to its intersection with the West line of the East half of said Section 1;

Thence run South along the West line of the East half of said Section 1 to intersection with the East right-of-way line of East Lee Boulevard;

Thence run Northeasterly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Harned Road;

Thence run Southeasterly along the South right-of-way of Harned Road to its intersection with the Northeasterly extension of the East line of a parcel of land described in Deed Book 288, Page 582 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southwesterly along the Northeasterly extension of the East line of said parcel described in Deed Book 288, Page 582 to its intersection with the Northwest corner of a parcel of land described as Tract 1 in Deed Book 755, Page 440 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the North line of said parcel described as Tract 1 in Deed Book 755, Page 440 to its intersection with the North right-of-way of East Road;

Thence run Southwesterly along the North right-of-way line of East Road to its intersection with the East line of a parcel of land described in Deed Book 2001, Page 3474 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the East line of said parcel described in Deed Book 2001, Page 3474 to its intersection with the South right-of-way of East Road;

Thence run Northeasterly along the South right-of-way of East Road to its intersection with the Northeast corner of a parcel of land described as Lot 71 of the College Vista Subdivision in Deed Book 824, Page 462 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the East line of said parcel described as Lot 71 of the College Vista Subdivision in Deed Book 824, Page 462 to its intersection with the South line of the Northeast quarter of said Section 1;

Thence run Easterly along the South line of the Northeast quarter of said Section 1 to its intersection with the South right-of-way of San Marcos Drive;

Thence run Southeasterly along the South right-of-way of San Marcos drive to the Northwest corner of a parcel of land described in Deed Book 1042, Page 513 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly to the Southwest corner of said parcel described in Deed Book 1042, Page 513, said point also being on the North line of a parcel described in Deed Book 2012, Page 154 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly to the Northeast corner of said parcel described in Deed Book 2012, Page 154, said point also being a Northwest corner of a parcel described in Deed Book 2010, Page 004 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly, Southerly and Easterly along the North line of said parcel described in Deed Book 2010, Page 004 to its Northeast corner, said point also being the Northwest corner of a parcel described in Deed Book 2012, Page 1437 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the North line of said parcel described in Deed Book 2012, Page 1437 to its Northeast corner, said point also being on the West right-of-way of Bardwell Rd;

Thence run Southerly along the West right-of-way of Bardwell Road to its intersection with the Westerly extension of the South line of a parcel described in Deed Book 2017, Page 1494 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along said Westerly extension of the South line of said parcel described in Deed Book 2017, Page 1494 and continue along the South line of said parcel described in Deed Book 2017, Page 1494 to its Southeast corner said point being on the East line of the Southwest quarter of Section 6, Township 18 North, Range 15 East;

Thence run Northerly to the Northeast corner of the Southwest quarter of said Section 6;

Thence run Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 6;

Thence run Northerly to the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 6; said point being on the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Section 6;

Thence run Easterly along said South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Section 6 to its intersection with the East line of a parcel described in the 2nd paragraph of "Exhibit A" of Deed Book 2004, Page 750 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in the 2nd paragraph of "Exhibit A" of Deed Book 2004, Page 750 to its intersection with the South line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the South line of said Section 31 to its intersection with the Southeast corner of the Southwest quarter of said Section 31;

Thence run Northerly along the East line of the Southwest quarter of said Section 31 to its intersection with the South right-of-way of Old Mayhew Road;

Thence run Northeasterly along the South right-of-way of Old Mayhew Road to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the South right-of-way of US Highway 82;

Thence run Easterly along the South right-of-way of US Highway 82 to its intersection with the East line of Section 32, Township 19 North, Range 15 East;

Thence run Northerly along said East line of Section 32, and continuing along its Northerly extension to the North Right-of-Way line of said Mississippi Highway 182;

Thence run Westerly along said North Right-of-Way line of said Mississippi Highway 182 to its intersection with the West Right-of-Way line of Cannon Road;

Thence run Northerly along the West Right-of-Way line of Cannon Road to its intersection with the North line of said Section 32;

Thence run Westerly along the North line of said Section 32 to its intersection with the South Right-of-Way line of Timberline Drive;

Thence run Westerly along the South Right-of-Way line of Timberline Drive to its intersection with the North line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the North line of said Section 31 to its intersection with a Southwest corner of a parcel described in Deed Book 2002, Page 7830 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 684 feet, more or less, to an interior corner of said parcel described in Deed Book 2002, Page 7830;

Thence run Westerly 695 feet, more or less, to a Southwest corner of said parcel described in Deed Book 2002, Page 7830, said point being on the East line of a parcel described in Deed Book 2015, Page 4449 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 2015, Page 4449;

Thence run Westerly along the North line of said parcel described in Deed Book 2015, Page 4449 to an interior corner, said corner also being a Southwest corner of a parcel described in Deed Book 828, Page 704 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly, Southwesterly and Northwesterly along the West line of said parcel described in Deed Book 828, Page 704 to its Northwest corner, and continue along the extension of said West line to a point on the North right-of-way of the Kansas City Southern Railroad;

Thence run Southwesterly along the North right-of-way of the Kansas City Southern Railroad to its intersection with the East line of Section 30, Township 19 North, Range 14 East;

Thence run Northerly along the East line of said Section 30 to the Southeast corner of a parcel described in Deed Book 657, Page 581 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly to the Southwest corner of said parcel described in Deed Book 657, Page 581;

Thence run Northerly to the Northwest corner of said parcel described in Deed Book 657, Page 581, said point being on the South line of Section 24, Township 19 North, Range 14 East;

Thence run Westerly along the South line of said Section 24 to the Southeast corner of a parcel described in Deed Book 1041, Page 396 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 1041, Page 396; said point also being located on the South right-of-way of Old West Point Road;

Thence run Northerly across Old West Point Road 72 feet, more or less, to a Southeast corner of a parcel described in Deed Book 2014, Page 5106 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 1,252 feet, more or less, to an interior corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Easterly 630 feet, more or less, to a Southeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Northerly to the Northeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Westerly to the Northwest corner of said parcel described in Deed Book 2014, Page 5106, said point also being the Northeast corner of a parcel described in Deed Book 2016, Page 6865 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly to the Northwest corner of said parcel described in Deed Book 2016, Page 6865, said point also being the Northeast corner of a parcel described in Deed Book 2009, Page 3026 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2009, Page 3026 to its intersection with the West line of Section 24, Township 19 North, Range 14 East; said point also being on the East line of Section 23, Township 19 North, Range 14 East;

Thence run Northerly along the East Boundary of Section 23 Township 19 North, Range 14 East to the intersection of Section 13, Section 14, Section 23, and Section 24, Township 19 North, Range 14 East;

Thence West 21,120 feet, more or less, along the North Boundary of Section 23, Section 22, Section 21, and Section 20, Township 19 North, Range 14 East to the intersection of Section 17, Section 18, Section 19 and Section 20 Township 19 North, Range 14 East;

Thence South 5,280 feet, more or less, along the West Boundary of Section 20 Township 19 North, Range 14 East to the intersection of Section 19, Section 20, Section 29, and Section 30, Township 19 North, Range 14 East;

Thence continue South 1,320 feet, more or less, along the West Boundary of Section 29 Township 19 North, Range 14 East;

Thence West 3,960 feet, more or less parallel to the North Boundary of Section 30 Township 19 North, Range 14 East;

Thence South 3,960 feet, more or less, parallel to the West Boundary of Section 30 Township 19 North, Range 14 East;

Thence East 3,960 feet, more or less, along the South Boundary of Section 30, Township 19 North, Range 14 East to the intersection of Section 29, Section 30, Section 31, and Section 32 Township 19 North, Range 14 East;

Thence South 10,560 feet, more or less, along the West Boundary of Section 5, Township 18 North, Range 14 East and Section 32, Township 19 North, Range 14 East to the intersection of Section 5, Section 6, Section 7, and Section 8, Township 18 North, Range 14 East;

Thence South 2,617.83 feet to the intersection of the East Boundary of Section 7, Township 18 North, Range 14 East and the North Boundary of Old Highway No 12 (New Light Road);

Thence North 89°-34'07" West 1,320.04 feet along the North Boundary of Old Highway No 12 (New Light Road);

Thence South 2,297.59 feet to the South Boundary of Kansas City Southern Railway;

Thence North 57°-04'-15" East 778.82 feet along the South Boundary of Kansas City Southern Railway;

Thence South 6,082.51 feet to the South Boundary of Section 18, Township 18 North, Range 14 East;

Thence East 680.17 feet along the South Boundary of Section 18, Township 18 North, Range 14 East to the Intersection of Section 17, Section 18, Section 19, and Section 20, Township 18 North, Range 14 East;

Thence East 5,280 feet, more or less, along the South Boundary of Section 17, Township 18 North, Range 14 East to the intersection of Section 16, Section 17, Section 20, and Section 21, Township 18 North Range 14 East;

Thence South 1,320 feet, more or less, along the West Boundary of Section 21, Township 18 North, Range 14 East;

Thence East 5,280 feet, more or less, parallel to the South Boundary of Section 16 Township 18 North, Range 14 East to the East Boundary of Section 21 Township 18 North, Range 14 East;

Thence South 2,640 feet along the East Boundary of Section 21, Township 18 North, Range 14 East;

Thence East 5,320 feet to the East right-of-way of South Montgomery Street;

Thence North 1,320 feet;

Thence East 2,600 feet;

Thence North 2,640 feet;

Thence East 1,320 feet;

Thence North 5,280 feet;

Thence North 89°-54' West 1,937.6 feet;

Thence North 1°-11' West 1,980.7 feet;

Thence North 89°-56' East 438.4 feet;

Thence North 6°-56' East 645.16 feet;

Thence East 143.18 feet to the POINT OF BEGINNING;

LESS AND EXCEPT the following area;

Beginning at the intersection of the South right-of-way of the Kansas City Southern Railroad and the West line of the East half of the West half of Section 25, Township 19 North, Range 14 East;

Thence run Northeasterly along the South right-of-way of the Kansas City Southern Railroad to its intersection with the South right-of-way of US Highway 82;

Thence run Southerly along the South right-of-way of US Highway 82 to the Northwest corner of "Parcel #7" described in Deed Book 2011, Page 3089 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly to the Southwest corner of said "Parcel #7" described in Deed Book 2011, Page 3089;

Thence run Easterly to the Southeast corner of said "Parcel #7" described in Deed Book 2011, Page 3089, said point also being the Southwest corner of a parcel described as "Tract 3" in Deed Book 2017, Page 9682 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly to the Southeast corner of said "Tract 3" described in Deed Book 2017, Page 3089, said point also being the Southwest corner of a parcel described in Deed Book 172, Page 389 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described Deed Book 172, Page 389 to its intersection with the South right-of-way of US Highway 82;

Thence run Southeasterly along the South right-of-way of US Highway 82 3,911 feet, more or less, to a point on the West line of a parcel described in Deed Book 598, Page 363 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said parcel described in Deed Book 598, Page 363 to its intersection with the North right-of-way of Mississippi Highway 182;

Thence run Westerly along the North right-of-way of Mississippi Highway 182 to its intersection with the West line of the East half of the West half of Section 36, Township 19 North, Range 14 East;

Thence run Northerly along the West line of the East half of the West half of said Section 36 and continue along the West line of the East half of the West half of Section 25, Township 19 North, Range 14 East, to its intersection with the Kansas City Southern Railroad, said point being the Point of Beginning.

LESS AND EXCEPT the following area;

The portion of the parcel described in Deed Book 366, Pg. 131 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that lies North of U.S. Highway 82;

LESS AND EXCEPT the following area;

The portion of the parcel described in Deed Book 171, Pg. 358 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that is located South of U.S. Hwy. 182, and East of East Lee Boulevard;

LESS AND EXCEPT the following parcels;

A parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, that lies West of East Drive;

A parcel of land described in Deed Book 680, Page 16 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

A parcel of land described in Deed Book 680, Page 535 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

The above referenced area being 28.5 square miles, more or less, located in Oktibbeha County, Mississippi.

SECTION 4. The City of Starkville, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities, and street lighting, where necessary and economically feasible and legally permissible;

- (c) Construct and equip such additional public safety facilities as warranted by concentration of population and non-residential activities, proximity requirements and the operational realities of delivering public safety services; and
- (d) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 5. The City of Starkville, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and

- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Starkville, Mississippi.

SECTION 6. The City of Starkville, Mississippi shall undertake the following re-districting, planning and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Starkville will prepare and the Aldermen will adopt a Redistricting Plan for the Board of Aldermen so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Starkville shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the Board of Aldermen shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Starkville shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the Board of Aldermen shall occur after proper notice and public hearing(s).

SECTION 7. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Oktibbeha County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Starkville, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 8. The City of Starkville, Mississippi, through its attorney, shall file a petition in the Chancery Court of Oktibbeha County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Starkville, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Starkville, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Starkville, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Oktibbeha County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.



**CITY OF STARKVILLE COVERSHEET-Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 06.18.2019
PAGE: 1 of 2

SUBJECT: Consideration for 14 youth, and 6 coordinators to attend Mississippi Municipal League 2019 Youth Track June 24-25, 2019 with funds to be taken from the Mayor Youth Council budget.

AMOUNT & SOURCE OF FUNDING

Mayor's Youth Council -001-120-600-340

Best Western Hotel – 9 Rooms - \$ 891.00

Registration – 20x\$30 - \$ 600.00

Travel Allocation - \$ 675.00

(520 miles x.54 x ? vehicles)

Marquita Outlaw will bring all receipts for meals back.

AUTHORIZATION HISTORY: The Mayor Youth Council has attended this annual conference in the past.

REQUESTING

DEPARTMENT: Mayor's office

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION, CONTACT: Mayor Youth Council Coordinator, Marketta Outlaw

SUGGESTED MOTION:

Move approval to authorize 14 youth, and 6 coordinators to attend MML 2019 Youth Track from June 24 through June 25, 2019 with advance travel.



**CITY OF STARKVILLE COVERSHEET-Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 06.18.2019
PAGE: 1 of 7

SUBJECT: Consideration of an agreement with Neel-Schaffer to survey the Sportsplex and McKee Park at a fee not to exceed \$16,700.00

AMOUNT & SOURCE OF FUNDING

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's office

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

FOR MORE INFORMATION, CONTACT: Mayor

SUGGESTED MOTION:

June 10, 2019

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

REFERENCE: SPORTSPLEX/MCKEE PARK

Dear: Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined and shown in Exhibit A, Scope of Services. NSI proposed to perform these services for an hourly not-to-exceed fee of \$16,700. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages and Exhibit B consisting of three pages represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement 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 the copy and return the copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.



Saunders Ramsey, P.E.
Senior Project Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____

TITLE: _____

EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION:

1. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. Please note that Neel-Schaffer, Inc has performed a boundary survey in the recent past. Part of said survey included locating improvements on the site. This data will be used in preparing the topographic survey, but addition survey will be required to provide a complete topographic survey. Also, some areas have changed due to recent construction and will need to be re-surveyed.

TOPOGRAPHIC SURVEY:

1. Location and description of benchmarks
2. Contours at 1-foot intervals
3. Open gutter, culverts, swales and ditches located with direction of flow indicated, width and depth.
4. Location, elevation and type of:
 - a. Adjacent street/road, with centerline.
 - b. Curbs, if any.
 - c. Gutter with storm water inlets, if any.
 - d. Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - e. Building including finished floor elevations at entrances.
 - f. Water impoundments.
 - g. Other improvements such as fences, parking areas, light poles, etc.
 - h. Individual trees will not be shown. Wooded areas will be denoted by a tree line.
5. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility.

Survey Limits

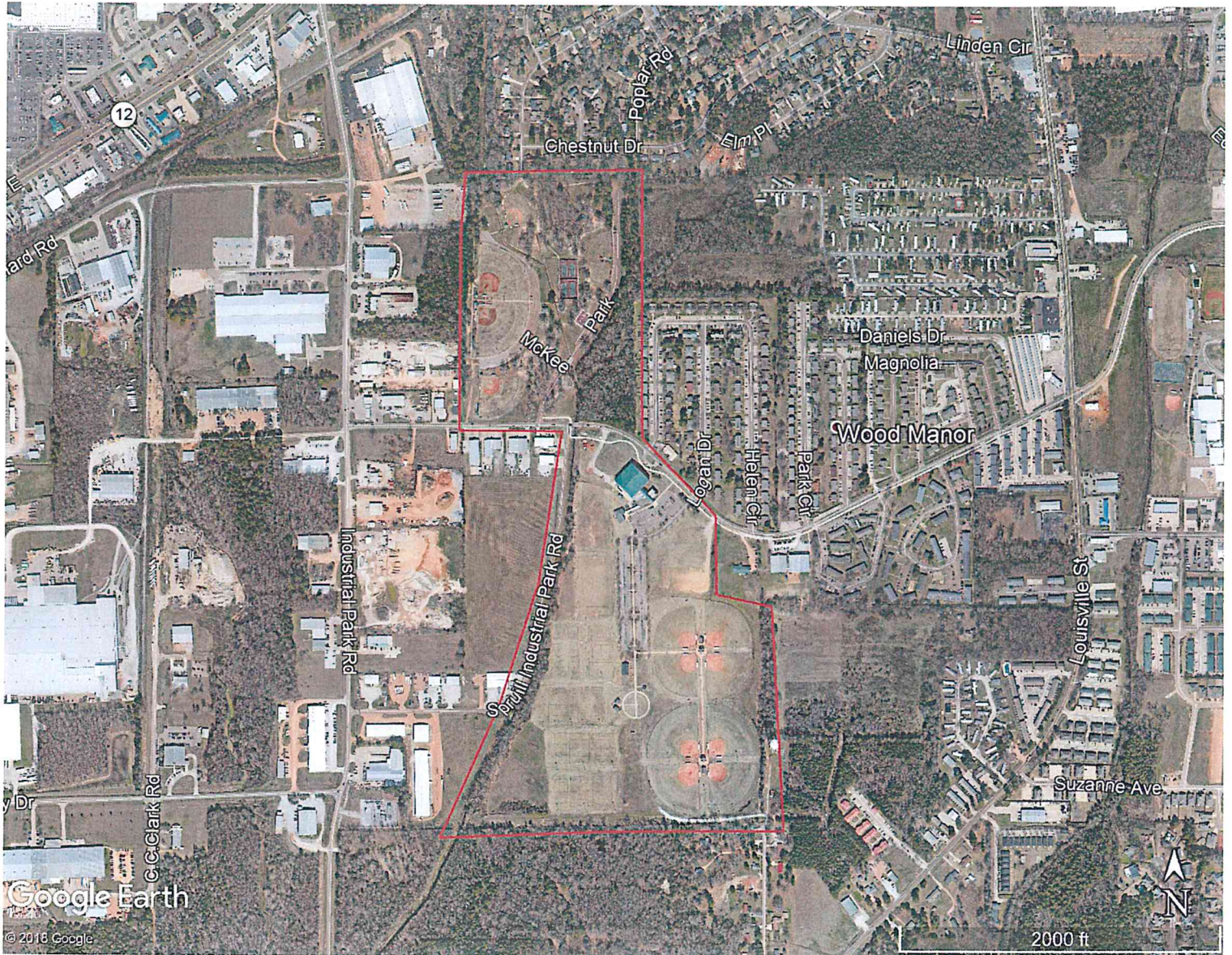


EXHIBIT B
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.
7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Client may, at any time, by written order to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.
10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NA

in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:

(a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written

notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.



**CITY OF STARKVILLE COVERSHEET-Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office

AGENDA DATE: 06.18.2019

PAGE: 1 of 7

SUBJECT: Consideration of an agreement with Neel-Schaffer to survey Cornerstone Park at a fee not to exceed \$15,750.00

AMOUNT & SOURCE OF FUNDING

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Mayor's office

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION, CONTACT: Mayor

SUGGESTED MOTION:

June 10, 2019

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

REFERENCE: CORNERSTONE PARK

Dear: Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined and shown in Exhibit A, Scope of Services. NSI proposed to perform these services for an hourly not-to-exceed fee of \$15,750. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages and Exhibit B consisting of three pages represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement 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 the copy and return the copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.



Saunders Ramsey, P.E.
Senior Project Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____

TITLE: _____

EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION:

1. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. Intent of survey limit is providing a 50' buffer around site footprint unless otherwise shown. Survey data will be collected using a combination of traditional survey for hard surfaces and drone lidar mapping for cleared and wooded areas. Due to the condition of the site (extremely dense vegetation over a portion of the survey limits), there is a high probability of obstructed areas for the drone lidar mapping portion of this project. After acquisition of the lidar data, any obstructed areas will be reviewed, and a determination will be made as to importance/necessity of performing traditional survey in these areas. The effort required to survey the obstructed areas (if any), is not covered under this scope of work/fee and will be communicated to the client before proceeding with traditional survey of these areas.
6. The utilization of drone based lidar is contingent on flight approval from the local airport. If flight approval is not granted, this scope and fee will be void and a new scope and fee will be provided.

TOPOGRAPHIC SURVEY:

1. Location and description of benchmarks
2. Contours at 1-foot intervals
3. Open gutter, culverts, swales and ditches located with direction of flow indicated, width and depth.
4. Location, elevation and type of:
 - a. Adjacent street/road, with centerline.
 - b. Curbs, if any.
 - c. Gutter with storm water inlets, if any.
 - d. Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - e. Water impoundments.
5. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility.

Survey Limits

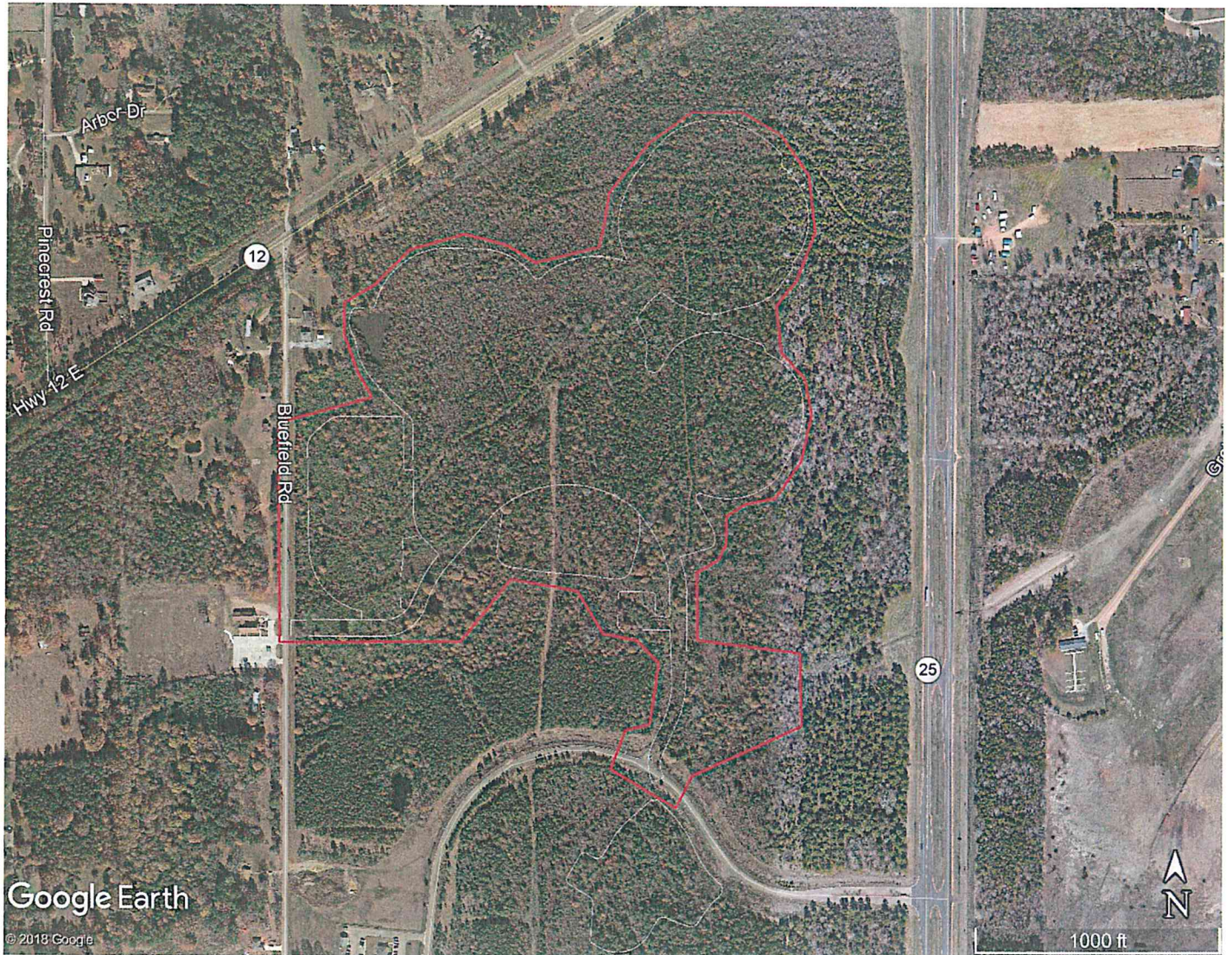


EXHIBIT B
NEEL-SCHAFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.
7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.
10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NA

in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:

- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
- (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
- (d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.



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

AGENDA DEPT.: Board of Aldermen
AGENDA DATE: 6-18-2019
PAGE: 1

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting and approving the form of an interlocal cooperation agreement with Oktibbeha County, Mississippi, in support of the Stark Crossing Development Project; authorizing the execution of the interlocal cooperation agreement; and for related purposes including interlocal cooperative agreement between the City of Starkville and Oktibbeha County For The Tax Increment Financing Plan, Stark Crossing Development Project, City Of Starkville, Mississippi, January 2016, as amended and restated July 2016.

FISCAL NOTE: n/a

AUTHORIZATION HISTORY:

REQUESTING	DIRECTOR'S
DEPARTMENT: Board of Aldermen	AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE STARK CROSSING DEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines, and adjudicates as follows:

1. Pursuant to the Mississippi Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), the City is authorized to undertake and carry out "redevelopment projects," as defined therein, utilizing tax increment financing.

2. Pursuant to the Act, the Governing Body has received and has conducted hearings on the "Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006" (the "Redevelopment Plan"), and has approved the Redevelopment Plan on April 4, 2006, after publication of notice of hearing and after hearings on the Redevelopment Plan as required by the TIF Act. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. On July 5, 2016, the Governing Body adopted a resolution giving notice of its intention to approve the "Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016" (the "Amended TIF Plan"), as qualified for tax increment financing, to amend the Redevelopment Plan, to establish and incorporate the tax increment financing district to support the development of a mixed use development, including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development, known as the "Stark Crossing Development Project" (the "Project"), as further described and defined in the Amended TIF Plan (the "TIF District"), to express its intent at a future time or times to issue tax increment financing revenue bonds in one or more series, in a principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "TIF Bonds"), and to call a public hearing on the Amended TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act.

4. On July 18, 2016, the City published its Notice of Public Hearing on the Amended TIF Plan, as required by the TIF Act. On August 2, 2016, the Governing Body held a public hearing on the Amended TIF Plan, as required by the TIF Act, after which the Governing Body adopted a resolution giving final approval to the Amended TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as hereinafter defined, including, without limitation, reimbursing the Developer, as hereinafter defined, for all or a portion of the costs of the Infrastructure Improvements, as hereinafter defined.

5. RM Development I, LLC, Hattiesburg, Mississippi (the "Developer"), is proposing to develop the Project in the City, in the County, and within the TIF District. The City intends to enter into an Interlocal Cooperation Agreement (the "Agreement") with Oktibbeha County, Mississippi (the "County"), pursuant to the Interlocal Cooperation Act, Section 17-31-1 *et. seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to provide a financing

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mechanism to pay for the cost of installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

6. The costs of the Infrastructure Improvements are expected to exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000). The Developer is requesting the assistance of the City and the County in providing the funding for the Infrastructure Improvements by the utilization of tax increment financing.

7. The Project appears to be a project of major economic significance within the City and the County and to qualify as a project eligible for tax increment financing under the Redevelopment Plan. The participation on the part of the County is necessary, would be in the public interest, and would benefit the economic and financial well-being and the public health, safety, and welfare of the City and the County.

8. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the expectation that tax increment financing funds will be available in the future. The City wishes to reimburse the Developer for this expense in whole or part, up to the amount of funds available from the proceeds of the TIF Bonds in the maximum principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), at the time or times the TIF Bonds are issued in the future. The funds derived from the sale of the TIF Bonds will be used by the Developer to acquire and construct the Infrastructure Improvements or reimburse the Developer for the costs of acquisition and construction of the Infrastructure Improvements by the Developer, and other costs included within the Infrastructure Improvements.

9. The City will pledge one hundred percent (100%) of the increase in its ad valorem real property tax revenues (the "City Ad Valorem TIF Revenues") and one hundred percent (100%) of the increase in the amount of the municipal sales tax diversion received by the City from sales taxes (the "Sales Tax Rebate TIF Revenues"), both as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

10. The County will pledge one hundred percent (100%) of the increase in its ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

11. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, fifty percent (50%) of the Sales Tax Rebate TIF Revenues, and fifty percent (50%) of the County Ad Valorem TIF Revenues.

12. The City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues and the County Ad Valorem TIF Revenues shall be referred to collectively as the “TIF Revenues.”

13. The TIF Bonds shall never constitute an indebtedness of the City or the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or the County, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Project is one of major economic significance, and the participation of the City and the County is necessary and in the public interest and would benefit the public health, safety and welfare of the City and the County and their citizens.

SECTION 2. The Governing Body hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**, with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 3. The Governing Body hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the City, with such amendments, changes, corrections, additions, and deletions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Hamp Beatty	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ____ day of _____, 2019.

CITY OF STARKVILLE, MISSISSIPPI

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

EXHIBIT A

Form of the Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the “City”), and Oktibbeha County, Mississippi, a political subdivision of the State of Mississippi (the “County”), pursuant to the Mississippi Interlocal Cooperation Act, Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“Amended TIF Plan” shall mean the “Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016.”

"Bond Payments" shall mean payments of principal of, premium, if any, and interest on the TIF Bonds, Paying Agent charges pertaining to the TIF Bonds, and such charges, deposits, or payments for a debt service reserve fund, bond insurance, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the TIF Bonds, and specifically including any prepayments of principal on the TIF Bonds and payments of amounts previously due and unpaid.

“Bond Resolution” shall mean the resolution of the City authorizing and directing the issuance of the TIF Bonds, or any series thereof.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

“City Ad Valorem TIF Revenues” shall mean the additional ad valorem tax revenues received by the City resulting from ad valorem taxes on the “captured assessed value” of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"City Clerk" shall mean the City Clerk of the City.

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

“County Ad Valorem TIF Revenues” shall mean the additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the “captured assessed value” of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Developer" shall mean RM Development I, LLC, Hattiesburg, Mississippi, a Mississippi limited liability company, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Development and Reimbursement Agreement" shall mean the Development and Reimbursement Agreement dated as of August 10, 2016, by and between the City and the Developer.

"Final Bond Payment Date" shall mean the date on which all of the Bond Payments have been made, whether before, on or after the last scheduled Principal Payment Date. For this purpose, all Bond Payments shall not be deemed to have been made if the City has any unpaid deficiency in paying its portion of the Bond Payments pursuant to Section 11 hereunder.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the Amended TIF Plan, for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, and capitalized interest.

"Payment Date" shall mean any date on which interest or principal and interest on the TIF Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the TIF Bonds, any Payment Date on which principal is scheduled to be paid (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

"Project" shall mean the development of a mixed use development including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development known as the "Stark Crossing Development Project", as further described and defined in the Amended TIF Plan.

"Redevelopment Plan" shall mean the "Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006," as amended from time to time.

"Sales Tax TIF Revenues" shall mean the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the TIF Act.

"TIF Act" shall mean the Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended.

"TIF Bonds" shall mean the tax increment financing revenue bonds of the City in the maximum principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), which

may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements.

“TIF Bond Fund” shall mean the Stark Crossing TIF Bond Fund provided for in Section 11 hereof.

“TIF District” shall mean the property area included in the Amended TIF Plan, as further described and defined in the Amended TIF Plan.

“TIF Revenues” shall mean, together, the City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax TIF Revenues.

2. The Developer proposes to construct the Infrastructure Improvements for the Project. The City desires to issue the TIF Bonds to assist in the financing of the Infrastructure Improvements in order to promote economic development and assist in the creation of jobs and to promote the economic, social, and general welfare of both the City and the County.
3. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers, to enable them to promote economic development, to assist in the creation of jobs, and to promote the general welfare of the City and County and the citizens of each.
4. In order that the TIF Bonds may be issued and sold and the payment of the TIF Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the TIF Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the dated date of each such series, respectively.
5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction by the Developer of the Project, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement pursuant to the TIF Act and the Interlocal Act.
6. It is agreed and understood that the City has adopted the Amended TIF Plan and established the TIF District in order to provide for the issuance and sale of the TIF Bonds to finance the Infrastructure Improvements, and it is agreed and understood that the City may, in its discretion, include as sources of payment for the TIF Bonds and pledge to the extent deemed necessary and appropriate all or any portion of the TIF Revenues.
7. The City and the County desire to enter into this Agreement for the purposes of (i) assisting in the financing of the Costs of the Infrastructure Improvements and (ii) satisfying the requirements of the TIF Act.
8. It is necessary for the City and the County to enter into this Agreement pursuant to the TIF Act and the Interlocal Act in order to enable the City to issue and sell the TIF Bonds, and to provide for the securing of the TIF Bonds and the payment of the Bond Payments.
9. The TIF Act authorizes the City to issue the TIF Bonds for the financing all or part of the Costs of the Infrastructure Improvements.

10. The City hereby agrees that it will issue the TIF Bonds for the purpose of assisting the financing of the Infrastructure Improvements. The Bond Payments shall be payable solely from the TIF Revenues.
11. The City and the County have agreed to divert a portion of their respective TIF Revenues from the TIF District to be used for the Bond Payments as hereinafter set forth.
12. Pursuant to the TIF Act and the Amended TIF Plan, the TIF Bonds will be secured by (a) a pledge of one hundred percent (100%) of the City's increase in ad valorem real and personal property tax revenues within the TIF District (the "City Ad Valorem TIF Revenues"), (b) a pledge of one hundred percent (100%) of the increase in the amount of the municipal sales tax diversion received by the City within the TIF District (the "Sales Tax TIF Revenues"), and (c) a pledge of one hundred percent (100%) of the County's increase in ad valorem real and personal property tax revenues within the TIF District (the "County Ad Valorem TIF Revenues"), all as pursuant to the Agreement between the City and the County.
13. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, fifty percent (50%) of the Sales Tax Rebate TIF Revenues, and fifty percent (50%) of the County Ad Valorem TIF Revenues.
14. It is in the best interests of the citizens of the City and the County that the City and the County enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Section 10 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing of the Infrastructure Improvements and the payment of the TIF Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City and County are authorized by the TIF Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing, and Supplying.

(a) The Infrastructure Improvements shall be financed as a joint undertaking of the City and the County. All of the staffing pertaining to the acquisition and/or construction of the Infrastructure Improvements and the issuance of the TIF Bonds will be provided by the City, except as may be otherwise provided herein. The City and the County hereby designate and authorize the City to exercise all powers needed to carry out and assist in the construction of the Infrastructure Improvements and the development of the Project, including but not limited to the power to issue the TIF Bonds to finance all or a portion of the Costs of the Infrastructure Improvements, and to reimburse the Developer or any contractor hired by or with the approval of

the City, from proceeds of the TIF Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the TIF Bonds.

(b) The City will establish a budget which may be included as a part of the City's budget for the receipts and expenditures pertaining to the Project and to the Bond Payments. The City Clerk is hereby designated to receive, disburse, and account for the TIF Revenues to be received by or deposited with the City.

(c) The City Clerk shall determine on a date not less than two (2) months prior to the Principal Payment Date of each year the amount of TIF Revenues received by the County and the amount of TIF Revenues received by the City for the preceding twelve (12) months and shall promptly give a notice to the Chancery Clerk of the County setting forth (1) the amount needed for the two (2) next succeeding Bond Payments, (2) the total amount of TIF Revenues of the City and the County, and (3) the amount of TIF Revenues due from the County for said Bond Payments. The County agrees to cooperate in supplying all information needed from the County for this purpose.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. The operation of the Agreement and of the Infrastructure Improvements shall be carried out by the City and by the County as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the TIF Act and the Interlocal Act.

SECTION 6. Termination; Disposition of Property. Except for the Infrastructure Improvements to be dedicated to the City, at the termination of the Agreement any property owned by the City and Developer, respectively, shall remain their property. The Infrastructure Improvements to be owned by the City shall be dedicated to the City as a condition for reimbursement to the Developer for the Costs of the Infrastructure Improvements to be paid from proceeds of the TIF Bonds. As to any Infrastructure Improvements to be owned by the Developer or other private party, the City has determined that it is in the best interests of the City for such property to be owned by the Developer or other private party and not by the City. Any surplus TIF Revenues remaining after termination shall be returned to the City and the County, respectively, after each has satisfied its respective obligations under Section 11 hereof.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act and the TIF Act. No such amendment shall have a material adverse effect on the ability of the City to make the Bond Payments.

SECTION 8. Administration of Issuance of TIF Bonds. The provision for the administration of issuance of the TIF Bonds and the payment thereof is provided for in Section 4 hereof, pursuant to the Interlocal Act and the TIF Act.

SECTION 9. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.

(a) The Developer has acquired or will acquire all property needed for the Project and the Infrastructure Improvements. The City has entered into a Development and Reimbursement

Agreement with the Developer, dated as of August 10, 2016, regarding, among other things, the dedication and conveyance to the City of any Infrastructure Improvements to be owned by the City and the reimbursement to the Developer of all or a portion of the Infrastructure Improvements.

(b) The City shall have the right, at its request, to review and approve the plans, specifications, and expenditures for all Infrastructure Improvements. The City and the County shall have access to all records pertaining to the acquisition and construction of the Infrastructure Improvements, and no changes which materially affect the overall scope thereof will be carried out without the written consent of the City.

(c) The County will grant to the City any necessary construction and maintenance easements on property on which the County can grant such rights to aid in the acquisition and/or construction of the Infrastructure Improvements.

SECTION 10. Terms and Conditions That Will Cause Agreement to Be Terminated. The term of each series of the TIF Bonds shall not exceed fifteen (15) years from the dated date of each such series. The Agreement will be terminated on the earlier of (1) the payment in full of the Bond Payments or (2) thirty (30) years from the date of approval of the Amended TIF Plan. However, the obligations of the City and the County, respectively, incurred during the term of this Agreement shall not lapse due to a failure or refusal of the party owing such obligation.

SECTION 11. Manner in Which the Costs of the Infrastructure Improvements Shall be Shared.

(a) The City has approved the Redevelopment Plan and the Amended TIF Plan, and has created the TIF District. The City will issue the TIF Bonds for the purpose of financing the Infrastructure Improvements associated with the Project. The Bond Payments shall be the responsibility of the City and shall be paid from the TIF Revenues.

(b) There shall be created by the City a “Stark Crossing TIF Bond Fund” (the “TIF Bond Fund”) which will be held as a separate fund by the City. The City will provide to the County a schedule of Bond Payments, which schedule may be adjusted from time to time to account for any changes in fees of the Paying Agent (as defined in any resolution authorizing and directing the issuance of any series of TIF Bonds), prepayments of principal, or other changes in Bond Payments.

(c) To provide for the Bond Payments, the County will divert all or a portion of its County Ad Valorem TIF Revenues to the TIF Bond Fund. The amount of such County Ad Valorem TIF Revenues to be so diverted shall be determined as provided in this Section and shall be paid to the City Clerk, deposited into the TIF Bond Fund, and disbursed as provided in this Section.

(d) To provide for the Bond Payments, the City will divert all or a portion of its City Ad Valorem TIF Revenues and Sales Tax TIF Revenues to the TIF Bond Fund. The amount of such City Ad Valorem TIF Revenues and Sales Tax TIF Revenues to be so diverted shall be

determined as provided in this Section, deposited into the TIF Bond Fund, and disbursed as provided in this Section.

(e) The County will, at least two (2) months prior to the Principal Payment Date, transfer that portion of its County Ad Valorem TIF Revenues described below to the City for deposit into the TIF Bond Fund for the Bond Payments. The City will deposit that portion of its City Ad Valorem TIF Revenues and Sales Tax TIF Revenues described below into the TIF Bond Fund for the Bond Payments. The amount of the TIF Revenues to be diverted by the County and by the City shall be determined and transferred and/or deposited as follows:

(i) To the extent that one hundred percent (100%) of the TIF Revenues of the City and of the County are equal to or less than the sums needed to fully provide for the then next two (2) succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definition of TIF Revenues) shall be transferred to the City (with regard to the County) and deposited into the TIF Bond Fund for the Bond Payments.

(ii) To the extent that one hundred percent (100%) of the TIF Revenues of the City and of the County exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the then next two (2) succeeding Bond Payments, then excess TIF Revenues shall be released to each party so that each party hereto contributes the same percentage of its TIF Revenues. That is, if the total TIF Revenues required for payments is equal to forty percent (40%) of total TIF Revenues, then each party will contribute forty percent (40%) of its TIF Revenues.

(f) Upon payment of the TIF Bonds in full as to principal and interest, any surplus moneys shall be released to the City and the County in the proportion as the percentage produced by dividing the TIF Revenues required for the Bond Payments by the total TIF Revenues diverted by each party respectively, in the year preceding the Final Bond Payment Date for the TIF Bonds. That is, if one party contributed sixty percent (60%) of the TIF Revenues toward the Bond Payments, then it receives back sixty percent (60%) of the surplus moneys.

SECTION 12. TIF Revenues from the TIF District; Security for Bond Payments. It is agreed that the City may include as sources of payment for the TIF Bonds and pledge the TIF Revenues provided for in Section 11 herein for the Bond Payments.

SECTION 13. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General, and filed with the Mississippi Secretary of State and the Oktibbeha County Chancery Clerk, all as provided in the Interlocal Act. The initial term of this Agreement shall commence on the effective date hereof and terminate as provided in Section 10 hereof.

WITNESS the signatures of the duly authorized officers of the City and the County as of the _____ day of _____, 20____.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

ATTEST:

(seal)

City Clerk

OKTIBBEHA COUNTY, MISSISSIPPI

President, Board of Supervisors

ATTEST:

(seal)

Chancery Clerk

CERTIFICATE

I, _____, City Clerk of the City of Starkville, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement for the "Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016", approved in substantially the foregoing form by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on _____, 20____, and executed on _____, 20____.

Witness my hand this the ____ day of _____, 20____.

City Clerk, City of Starkville, Mississippi

(seal)

CERTIFICATE

I, _____, Chancery Clerk of Oktibbeha County, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement for the "Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016", approved in substantially the foregoing form by the Board of Supervisors of Oktibbeha County, Mississippi, on _____, 20____, and executed on _____, 20____.

Witness my hand this the ____ day of _____, 20____.

Chancery Clerk, Oktibbeha County, Mississippi

(seal)



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

**AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 6-18-2019
PAGE: 1**

SUBJECT:

Consideration and approval of Advertising For Letters of Interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on Thursday, June 27, 2019.

AUTHORIZATION HISTORY: There is a position on the Board currently being held by Lee Brand expiring March 31, 2020.

**REQUESTING
DEPARTMENT: Mayor**

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of Advertising for Letters of Interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on Thursday, June 27, 2019.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 18, 2019
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of a Special Event request by the Starkville Area Arts Council to hold the Starkville Sunday Funday event and have City participation with no in-kind services.

Event Dates:

June 30, 2019, 1-6 pm

July 28, 2019, 1-6 pm

August 25, 2019, 1-6 pm

September 29, 2019, 1-6 pm

IN-KIND SERVICE REQUEST:

There is no request for in-kind services.

SUMMARY:

The applicant is requesting to hold the Starkville Sunday Funday and have City participation with in-kind services on four separate dates in 2019. The events will require the partial closing of a University Drive sidewalk (see maps on application) to accommodate the event. The event will have a setup time of 10:00 am and a takedown time of 7:00 pm. on the day of each event. The event hours are from 1:00 pm until 6:00 pm.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the Special Event request for Sunday Funday with in-kind services for June 30th, July 28th, August 25th, and September 29th of 2019.



SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name Starkville Sunday Funday Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name Robert A. Camp / John Bateman Mobile Number 662-418-5943 / 214-336-6826
Organization Name Starkville Area Arts Council Email robertandrewcamp@gmail.com
Organization Address 101 S. Lafayette St. #18, Starkville, MS 39759 Organization Type ☒ Non-Profit ☐ For Profit

The following shall be attached to the application: 501(c)(3) Certificate ☒ Yes ☐ No (not applicable), Event Site Map ☒ Yes ☐ No

On-Site Contact Robert A. Camp Mobile Number 662-418-5943

Date and Times of Event (From) * Please See Attachment * (DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) * Please See Attachment * (DATE) (TIME) (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☒ Yes ☐ No

Type of Event (check all that apply): ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event

☒ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: Police Department: ☐ Yes ☒ No, Fire Department: ☐ Yes ☒ No

Sanitation Department: ☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, Utility Department: ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost \$0 Parks Department cost _____

By Mark Ballard Date 6-13-19 By _____ Date _____

Starkville Utilities cost \$0 Sanitation Department cost _____

By [Signature] Date 6/13/19 By _____ Date _____

Fire Department cost \$0 Street Department cost \$0

By [Signature] Date 6/13/19 By G. Camp Date 6/13/19

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name Robert A. Camp Date 6/4/19

Signature [Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Starkville Sunday Funday (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: _____

Title: _____

[Signature]
Starkville Sunday Funday Board Member

ATTEST:

By: _____

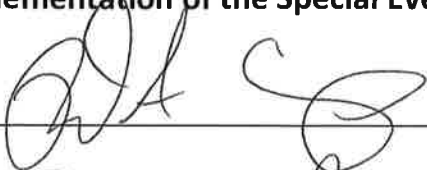
Title: _____

[Signature]
EXECUTIVE DIRECTOR, SAAZ
BOARD MEMBER, STARKVILLE SUNDAY FUNDAY

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature



Date

6/4/19

Print Name

Robert A. Camp

Organization

Starkville Sunday Funday



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Renasant Insurance, Inc. 307 B University Drive P. O. Box 843 Starkville MS 39760	CONTACT NAME: Ashley Vance PHONE (A/C, No, Ext): (662) 323-5550 E-MAIL ADDRESS: avance@renasant.com FAX (A/C, No): (662) 323-3377																					
INSURED Starkville Sunday Funday 101 S. Lafayette Suite 18 Starkville MS 39759	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>United States Liability Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United States Liability Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	United States Liability Insurance Company																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL196749823 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CL1934430	05/26/2019	10/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured. Waiver of Subrogation in favor of Certificate Holder applies

For Sunday Funday dates of 5/26/19; 6/30/19; 7/28/19; 8/25/19; 9/29/19; 10/27/19

CERTIFICATE HOLDER

CANCELLATION

City of Starkville PO Box 927 Starkville MS 39760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077394588
Oct. 16, 2017 LTR 4168C 0
64-0883420 000000 00

00022330

BODC: TE

STARKVILLE AREA ARTS COUNCIL INC
101 S LAFAYETTE ST STE 18
STARKVILLE MS 39759-2914



017251

Employer ID Number: 64-0883420
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 21, 2017, regarding your tax-exempt status.

We issued you a determination letter in November 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077394588
Oct. 16, 2017 LTR 4168C 0
64-0883420 000000 00
00022331

STARKVILLE AREA ARTS COUNCIL INC
101 S LAFAYETTE ST STE 18
STARKVILLE MS 39759-2914

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

Dates and Times for Sunday Funday 2019:

6/30/19	1pm-6pm
7/28/19	1pm-6pm
8/25/19	1pm-6pm
9/29/19	1pm-6pm

Dates and Times for Setup and Takedown:

6/30/19	Setup: 10am	Takedown: 7pm
7/28/19	Setup: 10am	Takedown: 7pm
8/25/19	Setup: 10am	Takedown: 7pm
9/29/19	Setup: 10am	Takedown: 7pm



Proposed sidewalk & bike lane closure on University Drive for Sunday Funday events



Current Sunday Funday space is outlined in blue





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 18, 2019
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of PP 19-04 a request for Preliminary Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane in a C-2 zoning district with the parcel number 2011-00-013.00.

SUMMARY:

The applicant 4J/I LP is requesting Preliminary Plat approval for two-lot subdivision. The proposed subdivision is named "REF Properties LLC". The proposed subdivision is located in a C-2 zoning district located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane. On June 11, 2019 the Planning and Zoning Commission voted 6-0 to recommend approval with 5 conditions.

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The preliminary plat shall meet the minimum requirements for C-2 zone dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 19-04 a request for Preliminary Plat approval for a two-lot subdivision named "REF Properties LLC" with the recommended conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 19-04 Request for Preliminary Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane in a C-2 zoning district with the parcel number 2011-00-013.00
Date: June 11, 2019

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of 4J/I LP for Preliminary Plat approval for subdividing a +-4.57-acre parcel into 2 lots. The proposed subdivision is named "REF Properties LLC". The proposed subdivision is located in a C-2 zone. The proposed subdivision is located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane. An ingress/egress easement is included on proposed Lot 2 to provide access to proposed Lot 1. The easement will allow for the entrance drive to both properties to be located in accordance with the City's access management policy. On April 4, 2019 the Board of Aldermen approved a variance from sidewalk requirements for both proposed Lot 1 and Lot 2. The sidewalks will be required once the properties are developed. On May 7, 2019 the Board of Aldermen approved a Conditional Use request to allow for residential dwelling units to be included as part of a mix use development for proposed Lot 1. Please see attachments 1-3.

Below is information pertaining to C-2 zone

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
- 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in]*

which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.

5. *Maximum height of building or structures: 45 feet.*
6. *Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
7. *Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
8. *All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
 - a) *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
 - b) *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
 - c) *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
9. *All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*
10. *All retaining walls visible from public rights-of-way or adjacent property zoned residential shall meet these requirements:*
 - a) *Concrete retaining walls shall be finished with an approved stamped concrete pattern, brick, natural stone, artificial stone, or stucco. All retaining walls six feet tall or less shall have a coping or cap on the top of the wall.*
 - b) *Concrete masonry unit retaining walls shall be finished with brick, natural stone, artificial stone, or stucco and shall have a coping or cap on the top edge of the wall.*
 - c) *Segmented retaining walls shall be tinted with subtle, neutral or earth tone colors that fit in the context of the surrounding property.*
 - d) *No wooden retaining walls shall be permitted.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 4.57 acres with a total of 2 lots.

Easements and Dedications

All easements are provided on the Preliminary Plat. No roadway dedications are shown on the plat. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider. A private easement for ingress/egress has been provided on the preliminary plat to allow for driveway alignment with the existing driveway south of Lynn Lane. A utility easement has been provided on the Lot 1 to allow for sewer service to Lot 2.

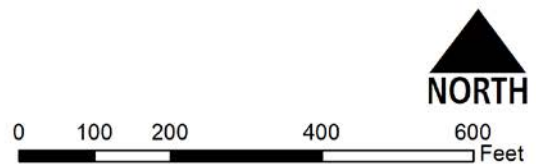
Findings and Comments

The preliminary plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. To the best of Staff's knowledge, this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties. Sewer service will need to be provided to both Lot 1 and Lot 2.

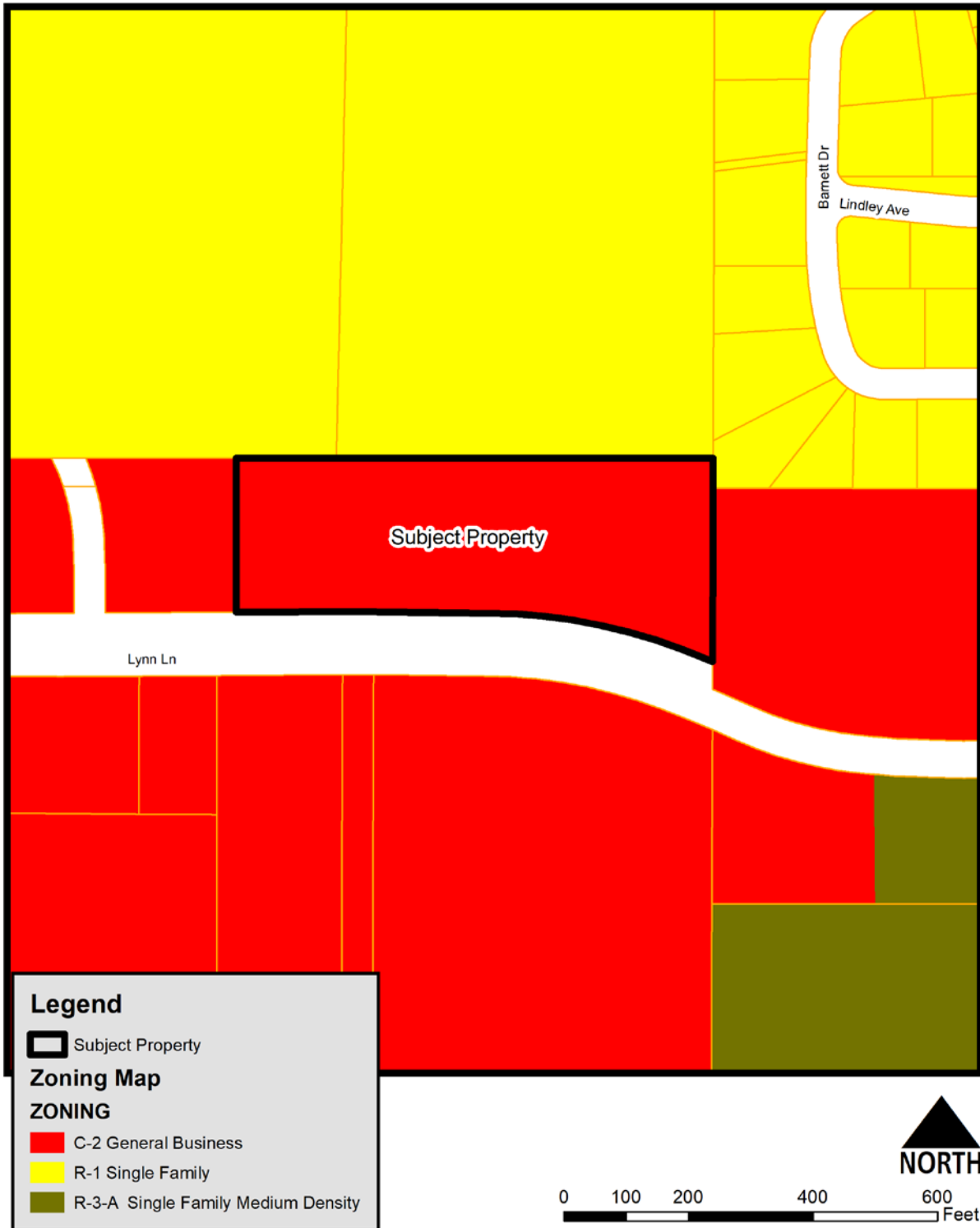
REQUESTED CONDITIONS:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The preliminary plat shall meet the minimum requirements for C-2 zone dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

Attachment 1
PP 19-04 Aerial



Attachment 2
PP 19-04 Zoning



[illegible]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 18, 2019
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of FP 19-03 a request for Final Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane in a C-2 zoning district with the parcel number 2011-00-013.00.

SUMMARY:

The applicant 4J/I LP is requesting Final Plat approval for two-lot subdivision. The proposed subdivision is named "REF Properties LLC". The proposed subdivision is located in a C-2 zoning district located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane. On June 11, 2019 the Planning and Zoning Commission voted 6-0 to recommend approval with 4 conditions.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
4. The required sewer services line will have to be constructed and accepted by the City or an acceptable form of financial surety provide for the installation of the sewer service prior to releasing the final plat to be recorded at the Office of the Oktibbeha County Chancery Clerk.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of FP 19-03 a request for Final Plat approval for a two-lot subdivision named "REF Properties LLC" with the recommended conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: FP 19-03 Request for Final Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane in a C-2 zoning district with the parcel number 2011-00-013.00
Date: June 11, 2019

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of 4J/I LP for Final Plat approval a +-4.57-acre parcel into 2 lots. The proposed subdivision is named "REF Properties LLC". The proposed subdivision is located in a C-2 zone. The proposed subdivision is located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane. An ingress/egress easement is included on proposed Lot 2 to provide access to proposed Lot 1. The easement will allow for the entrance drive to both properties to be located in accordance with the City's access management policy. On April 4, 2019 the Board of Aldermen approved a variance from sidewalk requirements for both proposed Lot 1 and Lot 2. The sidewalks will be required once the properties are developed. On May 7, 2019 the Board of Aldermen approved a Conditional Use request to allow for residential dwelling units to be included as part of a mix use development for proposed Lot 1. Please see attachments 1-3.

Below is information pertaining to C-2 zone

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
- 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*

5. *Maximum height of building or structures: 45 feet.*
6. *Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
7. *Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
8. *All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
 - a) *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
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 - c) *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
9. *All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*
10. *All retaining walls visible from public rights-of-way or adjacent property zoned residential shall meet these requirements:*
 - a) *Concrete retaining walls shall be finished with an approved stamped concrete pattern, brick, natural stone, artificial stone, or stucco. All retaining walls six feet tall or less shall have a coping or cap on the top of the wall.*
 - b) *Concrete masonry unit retaining walls shall be finished with brick, natural stone, artificial stone, or stucco and shall have a coping or cap on the top edge of the wall.*
 - c) *Segmented retaining walls shall be tinted with subtle, neutral or earth tone colors that fit in the context of the surrounding property.*
 - d) *No wooden retaining walls shall be permitted.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 4.57 acres with a total of 2 lots.

Easements and Dedications

All easements are provided on the Final Plat. No roadway dedications are shown on the plat. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider. A private easement for ingress/egress has been provided on the preliminary plat to allow for driveway alignment with the existing driveway south of Lynn Lane. A utility easement has been provided on the Lot 1 to allow for sewer service to Lot 2.

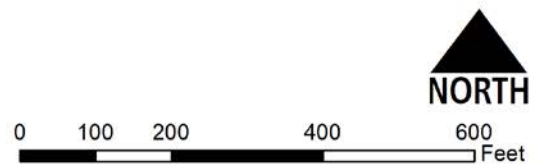
Findings and Comments

The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. To the best of Staff's knowledge, this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties. Sewer service will need to be provided to both Lot 1 and Lot 2.

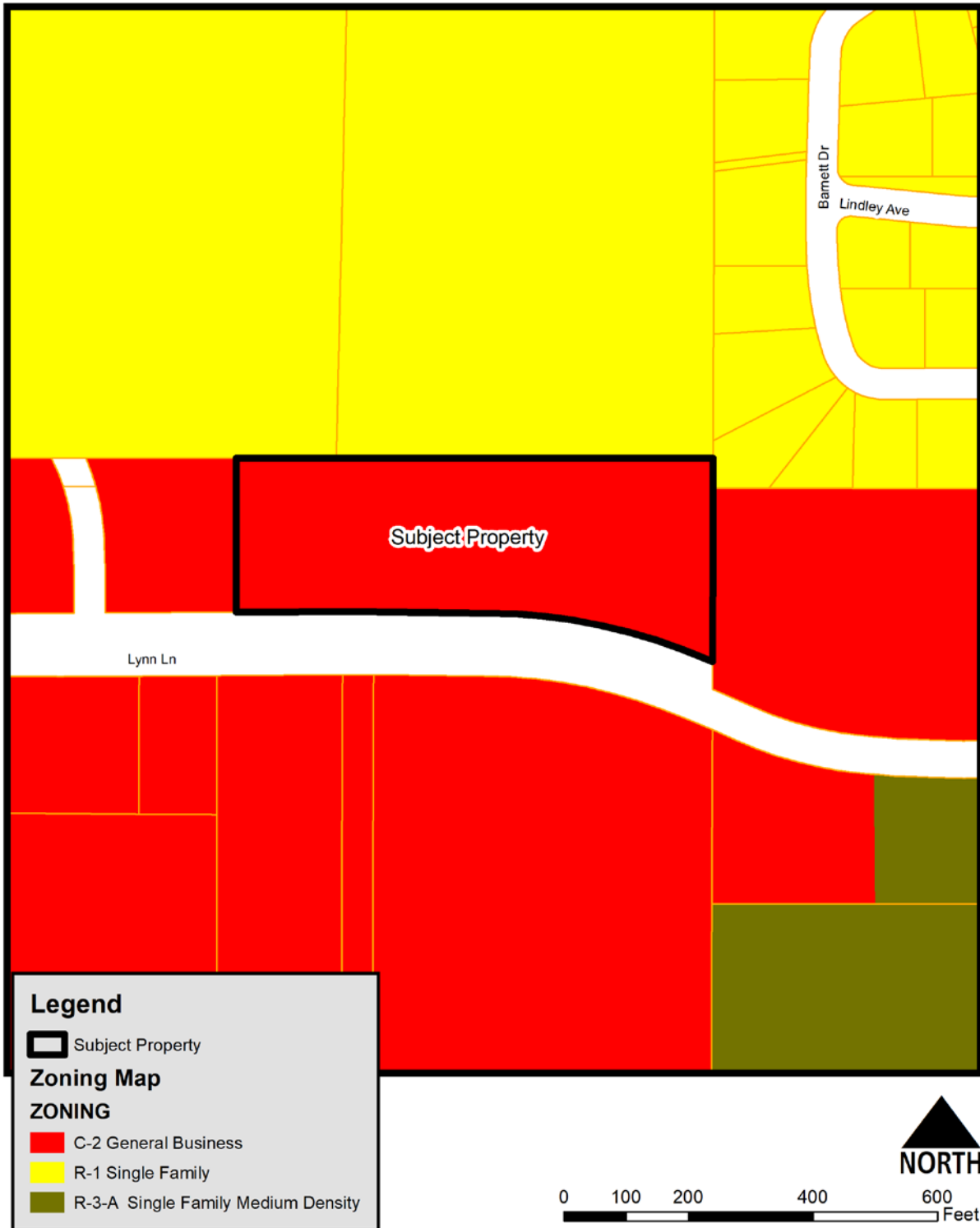
REQUESTED CONDITIONS:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
4. The required sewer services line will have to be constructed and accepted by the City or an acceptable form of financial surety provide for the installation of the sewer service prior to releasing the final plat to be recorded at the Office of the Oktibbeha County Chancery Clerk.

Attachment 1
FP 19-03 Aerial



Attachment 2
FP 19-03 Zoning



[illegible]



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 06.18.19
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to approve an as-needed contract with Neel Schaffer to provide traffic impact study verification and other transportation related services

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

It is proposed to approve an as-needed contract for Neel Schaffer to provide as-needed transportation related services. There are occasions when their expertise and traffic modeling software is needed in order to complete city projects or to validate traffic impact studies that are provided by private developers.

Neel Schaffer also has the capabilities to do video data collection for traffic and vehicle counts which are needed when performing an intersection analysis and improvement recommendation.

SUGGESTED MOTION: Move to approve authorization for the Mayor to approve an as-needed contract to provide traffic impact study verification and other transportation related services upon review by the City Attorney

June 3, 2019

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

**REFERENCE: TRANSPORTATION AS-NEEDED SERVICES
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer as-needed professional engineering services for various transportation needs throughout the City of Starkville. These services include: Traffic Impact Studies (TIS), TIS reviews, traffic counting, traffic data collection, and intersection analysis. All services will be performed in accordance with the General Terms and Conditions in Exhibit A.

Neel-Schaffer proposes to provide these services on an hourly basis, and we can communicate a not-to-exceed fee for each task assigned. NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8, and tasks shall be billed monthly as work progresses. Each task shall be initiated, scoped, and approved in writing between Edward Kemp, PE and Kevin Stafford, PE before commencing with any service. These tasks can only be engaged and/or amended in written communications such as emails and letters of agreement. All invoiced services shall include the name of the task, billing limits, employees working on each task, and general comments about their work being performed.

This letter agreement consisting of one page; Exhibit A, consisting of three pages, represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and said 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-SCHAFFER, INC.



Kevin Stafford, P.E.
Vice President

Attachments

CC: Edward Kemp, PE, City Engineer

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: _____

TITLE: _____ **DATE:** _____

EXHIBIT A
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.
7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.
10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:

(a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or

in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written

notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 06/18/2019
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending June 12, 2019 is \$2,610,749.87
Of which the claims amount for Starkville Utilities is \$1,374,424.03

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of June 12, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 06/06/2019 - 06/13/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
PURE AIR FILTER SALES & SER	3193805	06/11/2019	FILTER SERVICES	001-550-630-426	321.00
CLINIC AT ELM LAKE, THE	22882	06/06/2019	K.BISHOP TESTING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	22901	06/06/2019	A. ESTES TESTING	001-180-600-320	30.00
OCH REGIONAL MEDICAL CTR	2167431	06/11/2019	MEDICAL BILLS FOR KENNETH	001-201-541-240	1,204.04
DOGPOUND PRINTING	1004431	06/10/2019	TSHIRTS & HOODIES	001-261-535-233	1,933.75
BELL BUILDING SUPPLY, INC.	246543	06/10/2019	CRIMP WHEEL, LEVEL POST, S	001-301-555-250	78.68
PURE AIR FILTER SALES & SER	3230427	06/11/2019	FILTER SERVICES	001-550-630-426	321.00
MMC MATERIALS, INC.	581878C	06/06/2019	CREDIT MEMO TO 581878	001-301-560-270	-21.00
OKTIBBEHA COUNTY COOPER	496044	06/11/2019	INSULATED COVERALLS, DUC	001-301-535-233	318.35
MATTOX SERVICES, INC	468813	06/11/2019	TURFACE MVP 50# BAGS-80	001-550-636-110	750.00
SULLIVAN'S OFFICE SUPPLY, I	43636	06/11/2019	2 MESSAGE BOOKS	001-201-501-200	9.84
STRICKLAND COMPANIES	560470	06/11/2019	PAPER CLIPS, POST IT NOTES	001-110-501-200	42.02
BELL BUILDING SUPPLY, INC.	251669	06/10/2019	PLIERS, SOCKET, RECIP SAW	001-301-555-250	82.76
BELL BUILDING SUPPLY, INC.	251670	06/10/2019	PAIR MECHANIC GLOVES	001-301-555-250	21.15
JAY HOWARD HURDLE	INV0029528	06/06/2019	VS OCTAVIS GIBSON	001-169-600-309	200.00
BELL BUILDING SUPPLY, INC.	252404	06/10/2019	KEYS,K PRY BAR, BAR CLAW,	001-301-555-250	97.42
RONNIE JONES CONSTRUCTIO	20191097	06/11/2019	TON OF SAND	001-301-560-270	483.36
BELL BUILDING SUPPLY, INC.	252842	06/10/2019	BAG OF CONCRETE	001-301-560-270	3.10
CINTAS	1900533746	06/12/2019	CITY HALL 04.12.19 CAN LINE	001-192-510-220	52.97
BOX CONSTRUCTION	4	06/12/2019	ACORN LANE -MATERIALS &	001-600-948-857	4,342.37
BOX CONSTRUCTION	4A	06/12/2019	ACORN LANE LABOR	001-600-948-857	1,122.00
APAC-MISSISSIPPI, INC	4000086832	06/10/2019	3.48 TONS MT 9.5MM	001-301-560-270	255.78
CLINIC AT ELM LAKE, THE	22902	06/06/2019	J.MOBLEY TESTING	001-180-600-320	30.00
CADENCE VISA	JVZ2M-95A75-4T4	06/06/2019	BUSINESS CARDS FOR S.KIM	001-197-501-200	55.18
CADENCE VISA	JVZ2M-95A75-4T4	06/06/2019	BUSINESS CARDS FOR S.KIM	001-281-691-550	42.40
RACKLEY OIL INC.	05.2019	06/11/2019	MAY 1-31,2019 PARKS INVOIC	001-550-525-231	997.57
HANCOCK WHITNEY BANK	33137	06/12/2019	MDBSTARKV18- TRUSTEE & R	001-800-840-876	1,900.00
MSU UNIVERSITY RECREATIO	2019-02	06/11/2019	6 LIFEGUARD CERTIFICATION	001-550-610-350	1,500.00
NORTHEAST EXTERMINATING	350776	06/11/2019	STREET DEPT/ 05.02.19	001-301-630-360	30.00
SHEPS CLEANERS	76352	06/11/2019	UNIFORM CLEANING	001-261-600-430	9.00
SHEPS CLEANERS	76488	06/11/2019	UNIFORM CLEANING	001-261-600-430	44.00
BERRY ELECTRIC, LLC	4421	06/10/2019	ELECTRICAL WORK AT SOCCE	001-550-630-426	463.00
WAI-MART-GENERAL CITY	00361	06/11/2019	LINEN FOR NEW FIREFIGHTER	001-261-691-550	126.84
DEEP SOUTH MARKETING	7763	06/10/2019	120 STAFF TSHIRTS	001-550-535-233	1,661.50
PROGRAPHICS, INC.	116133	06/06/2019	COPY PICTURES	001-201-615-343	3.27
TRI-STARR MUFFLER & BRAKE	210333	06/06/2019	S-47 COOLANT, FAN ASSY + L	001-201-630-360	427.94
CLINIC AT ELM LAKE, THE	24090	06/06/2019	WARREN SMITH TESTING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24092	06/06/2019	C. PERKINS TESTING	001-180-600-320	30.00
BERRY ELECTRIC, LLC	4413	06/10/2019	INSTALL LIGHTS ON COURT, FI	001-550-630-426	675.00
SOUTHERN REGIONAL PUBLIC	2291	06/06/2019	TASER CLASS/OVERNIGHT ST	001-201-690-552	240.00
CLINIC AT ELM LAKE, THE	24111	06/06/2019	B. HERD TESTING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24112	06/06/2019	C.MATTOX TESTING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24113	06/06/2019	J.MULROONEY TESTING	001-180-600-320	30.00
NEEL-SCHAFFER	1058658	06/11/2019	WESTSIDE DRIVE SIDEWALK-A	001-600-903-516	3,332.36
TRI-STARR MUFFLER & BRAKE	406553	06/06/2019	HEADLIGHT SPD #22	001-201-630-360	56.98
R&M TIRES	1121758	06/06/2019	S-25 MOUNT & BALANCE TIRE	001-201-630-360	20.00
MID-SOUTH UNIFORM & SUP	591588	06/06/2019	CONCEALABLE CARRIER VEST	001-201-535-233	3,337.50
AT&T-NCIC MONITOR LINE	05.14.19	06/06/2019	ACCT#662-615-1467 637 059	001-201-604-330	37.21
DANNY MCCLUSKEY TOWING	1561	06/10/2019	TOW DODGE NEON TO IMPO	001-201-600-300	55.00
CUSTOM PRODUCTS CORPOR	319758	06/10/2019	12 CONTROL TAC VINYL W/A	001-301-565-272	2,024.61
CINTAS-PARKS	4022079771	06/10/2019	WEEKLY MAT CLEANING-05.1	001-550-501-208	41.11
PARRISH TOWING SERVICE	8927	06/06/2019	TOW STOLEN GMC TRUCK FR	001-201-600-300	1,155.60
CORNISH TOWING & RECOVE	0161	06/10/2019	TOW FORD PICKUP	001-201-600-300	125.00

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R&M TIRES	1121803	06/06/2019	S-7 OIL & FILTER CHANGE	001-201-630-360	47.50
BASICS, INC. A Trade America	23321	06/06/2019	TOWELS, LYSOL, CAN LINERS,	001-201-541-237	214.34
TRUE SERVICE ELECTRONICS,	4400	06/06/2019	INSTALL BLUE LIGHTS ON P-1	001-201-630-360	4,051.00
MID-SOUTH UNIFORM & SUP	591718	06/06/2019	CONCEALABLE CARRIER VEST	001-201-535-233	3,337.50
R&M TIRES	1121815	06/06/2019	S-47 MOUNT & BALANCE TIRE	001-201-630-360	103.00
VILLAGE CYCLE CENTER	14633	06/06/2019	REPAIRS TO 2006 YAMAHA AT	001-201-630-360	989.59
CANON SOLUTIONS AMERICA	4029196262	06/06/2019	2BH05422	001-110-604-330	13.91
JAMES SMITH	479270	06/06/2019	REIMB O'REILLY HEADLIGHT P	001-201-630-360	42.79
PIONEER MANUFACTURING C	720212	06/11/2019	40 CASES WHITE, 10 CASES BL	001-550-636-110	2,528.00
APAC-MISSISSIPPI, INC	4000087824	06/10/2019	3.37 TONS MT 9.5MM	001-301-560-270	247.70
MMC MATERIALS, INC.	597024	06/11/2019	3 CY 3000 PSI	001-301-560-270	360.00
VERIZON-PARKS	9830370081	06/06/2019	PARKS ACCT#442043719-000	001-550-600-330	260.15
TRUE SERVICE ELECTRONICS,	4401	06/06/2019	INSTALL BLUE LIGHTS ON P3	001-201-630-360	4,051.00
DEEP SOUTH MARKETING	7864	06/10/2019	101 SOCCER TOURNAMENT T	001-550-512-200	738.75
GOLDEN TRIANGLE PDD PHAR	18596	06/06/2019	MEDS FOR D.HOSKINS	001-201-541-240	14.29
KEEP AMERICA BEAUTIFUL	2019AF4431	06/12/2019	ANNUAL AFFILIATE FEE INV #	001-195-691-550	165.00
BELL BUILDING SUPPLY, INC.	256365	06/06/2019	4 KEYS AND KEY RINGS	001-201-501-200	11.92
SULLIVAN'S OFFICE SUPPLY, I	45265	06/06/2019	LARGE FORMAT PAPER FOR P	001-197-501-200	99.96
SECURITY SOLUTIONS	4799050919	06/11/2019	SERVICE CALL TO TURN ON B	001-550-630-426	125.00
S&K DOOR AND SPECIALTY C	67972	06/06/2019	STATION 1-SERVICE CALL TO	001-261-558-269	425.00
GOLDEN TRIANGLE PDD PHAR	18618	06/06/2019	MEDS FOR D.SLIGH	001-201-541-240	16.31
SHERWIN WILLIAMS CO.	3420-6	06/11/2019	WHITE PAINT FOR STREETS-6	001-301-565-272	49.74
TRI-STARR MUFFLER & BRAKE	406578	06/11/2019	SPD #45-OIL CHANGE, BATTE	001-201-630-360	324.40
SHEPS CLEANERS	78073	06/11/2019	UNIFORM CLEANING	001-261-600-430	23.00
LANN CHEMICAL & SUPPLY	048616	06/11/2019	BOWL CLEANER, TISSUE, WIN	001-261-555-208	776.15
GATEWAY TIRE & SERVICE CE	1018-107099	06/10/2019	3 TIRES FOR TRUCK #70	001-301-630-360	841.44
BOB'S MOBILE RADIO	315947	06/06/2019	INSTALL EQUIP IN P-3, REPRO	001-201-630-400	964.50
OKTIBBEHA COUNTY COOPER	543202	06/11/2019	MULCH AND RAKES	001-550-636-110	85.97
ARMY NAVY PAWN SHOP	052319C	06/06/2019	DANNER BOOTS	001-201-535-233	140.00
ARMY NAVY PAWN SHOP	052319D	06/06/2019	3 PAIR REVTEC PANTS	001-201-535-233	111.00
DOGPOUND PRINTING	1004721	06/10/2019	TSHIRTS	001-261-535-233	638.33
H&H TURF SOLUTIONS, LLC	1014	06/10/2019	INFIELD GRADE SOFTBALL FIE	001-550-636-110	2,325.00
GTO GOLF KARS	1050	06/10/2019	RENTAL OF 16 GOLF CARTS, D	001-550-512-200	1,754.57
WATERMARK PRINTERS LLC	12451	06/11/2019	60 3 PART ORDER FORMS	001-550-501-200	265.00
UNITED RENTALS (NORTH AM	169565270	06/11/2019	ROLLER RENTAL	001-550-636-110	559.23
NEWELL PAPER COMPANY	3070045	06/11/2019	TISSUE & TOWELS	001-550-501-208	340.38
BERRY ELECTRIC, LLC	4418	06/10/2019	INSTALL HAND DRYERS TO SP	001-550-630-426	2,993.46
CINTAS FIRST AID & SAFETY	5013855736	06/10/2019	SVC, CHG, GATORADE VARIET	001-301-555-250	269.19
OKTIBBEHA COUNTY COOPER	543612	06/11/2019	SPRAYER, GLOVES, MESH NYL	001-550-636-110	201.11
OKTIBBEHA COUNTY COOPER	543891	06/11/2019	ROUNDUP	001-550-636-110	85.90
LOWE'S- PARKS	902580	06/11/2019	VARIOUS ZINC HEX NUTS AND	001-550-630-426	57.36
GENTRY SIGNS	GS112922	06/10/2019	16 NO PARKING SIGNS	001-550-636-110	800.00
MSU FACILITES MANAGEMEN	INV0029532	06/06/2019	2019 ANNUAL SUPPORT FOR	001-201-630-404	5,425.00
MSU FACILITES MANAGEMEN	INV0029539	06/06/2019	2019 ANNUAL SUPPORT FOR	001-261-630-404	5,425.00
GATEWAY TIRE & SERVICE CE	1018-107178	06/10/2019	CHALKER MACHINE TIRE REPA	001-550-600-370	19.33
WATERMARK PRINTERS LLC	12463	06/06/2019	500 CLASSIC LAID ENVELOPES	001-201-501-200	139.00
NEWELL PAPER COMPANY	3070161	06/06/2019	CLEANERS, MOPS, BLEACH, DI	001-261-555-208	152.26
MAGNOLIA BOTTLED WATER	37376	06/06/2019	14 FIVE GALLON BOTTLES OF	001-201-501-200	119.00
SULLIVAN'S OFFICE SUPPLY, I	45459	06/11/2019	2 STEELCASE KEYS	001-201-501-200	25.00
PROGRAPHICS, INC.	75536	06/11/2019	COLOR COPIES ON CARDSTOC	001-201-615-343	12.47
CLARK BEVERAGE GROUP, IN	849400	06/10/2019	BEVERAGES FOR SOCCER TOU	001-550-512-200	320.00
LOWE'S- PARKS	910275	06/11/2019	GATORADE, TRASH CANS, WA	001-550-501-415	317.24
ATMOS ENERGY	INV0029613	06/12/2019	# 3018177204 /FIRESTATION	001-261-625-380	59.75
THOMPSON MACHINERY	PC110274207	06/11/2019	4 PADLOCKS GP	001-301-630-400	107.40
THOMPSON MACHINERY	PC110274208	06/11/2019	FUEL CAP	001-301-630-400	22.30
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-000-053-206	-86.40
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-100-604-330	242.03
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-110-604-330	34.97
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-123-604-330	190.38
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-145-604-330	47.55

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CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-180-604-330	50.85
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-190-604-330	137.10
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-201-604-330	1,857.74
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-261-604-330	176.61
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-281-604-330	132.95
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-301-604-330	50.85
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	001-360-604-330	34.97
WAI-MART-GENERAL CITY	05294	06/11/2019	REFRESHMENTS FOR END OF	001-550-501-415	303.42
APAC-MISSISSIPPI, INC	4000087912	06/10/2019	12.99 TONS OF MT 9.5MM	001-301-560-270	954.77
MMC MATERIALS, INC.	598500	06/11/2019	16 GALLONS KEMIKO ACID ST	001-550-630-402	800.00
WAI-MART-GENERAL CITY	01491	06/11/2019	CRAFT ITEMS, JARS, SUPPLIES	001-550-501-220	194.37
AMAZON CAPITAL SERVICES, I	1W73-D149-KJL7	06/06/2019	POLICE-BATTERY & CHARGER	001-201-556-251	25.98
BERRY ELECTRIC, LLC	4419	06/10/2019	INSTALL HAND DRYERS AT JL	001-550-630-426	765.55
WAI-MART-GENERAL CITY	01551	06/11/2019	SUPPLIES FOR SMART START	001-550-501-415	44.62
R&M TIRES	1121914	06/11/2019	OIL CHANGE	001-201-630-360	50.00
GANN'S PARTY INFLATABLES	199886	06/10/2019	3 INFLATABLE RENTALS/END	001-550-501-415	475.00
MID-SOUTH UNIFORM & SUP	592066	06/11/2019	PANTS, HANDCUFFS,	001-201-535-233	597.23
G&C SUPPLY CO., INC	6737315	06/10/2019	STREET SIGNS	001-301-565-272	1,242.50
SUR-LINE TURFLINE, INC.	6888	06/11/2019	2 TRUCKLOADS INFIELD LINES	001-550-636-110	4,000.00
BSN SPORTS	905326431	06/10/2019	10 DOZEN SOFTBALLS, 12 PLA	001-550-501-415	759.73
FERGUSON ENTERPRISES, INC	9144574	06/10/2019	2 RR GASKETS	001-550-630-426	3.45
REYNOLDS/RENASANT INSUR	985423	06/06/2019	JAMEIKA SMITH BOND	001-159-620-371	175.00
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-110-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-120-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-145-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-180-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-190-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-197-604-330	28.12
MAXXSOUTH BROADBAND	INV0029531	06/06/2019	ACCT #8282 41 101 0508324	001-281-604-330	28.11
SCOTTY CARRITHERS	INV0029534	06/06/2019	REIMB FUEL PURCHASE/FUEL	001-201-525-231	28.00
GALLS INC	012835932	06/10/2019	3 WHITE SHIRTS	001-261-535-233	63.54
BOARDTOWN ENGRAVING	052919A	06/06/2019	ENGRAVED PLATE	001-201-600-300	10.00
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-000-053-206	898.64
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-000-054-205	362.64
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-111-604-330	134.94
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-120-604-330	158.91
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-123-604-330	78.93
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-145-604-330	39.47
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-201-604-330	118.40
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-261-604-330	5,181.17
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	001-550-600-330	39.47
O'REILLY AUTO PARTS	0997-480869	06/06/2019	OIL & OIL FILTERS	001-261-630-360	33.68
LIBERTY WASTE, INC.	1913	06/11/2019	PORTA JOHN RENTAL-6 -FOR	001-550-512-200	510.00
AMAZON CAPITAL SERVICES, I	1NMF-G6Q4-M3DM	06/06/2019	POLICE-MARKERS, PUSH PINS,	001-201-501-200	28.17
VERNON PLUMBING CONTRA	22493	06/11/2019	REPAIR LEAK IN GROUND AN	001-550-630-426	585.00
BASICS, INC. A Trade America	23345	06/06/2019	MICROFIBER TOWELS, K TOW	001-201-501-200	127.59
BASICS, INC. A Trade America	23345	06/06/2019	MICROFIBER TOWELS, K TOW	001-201-555-208	89.84
BASICS, INC. A Trade America	23348	06/10/2019	2 CASES COPY PAPER, 1 CASE	001-110-501-200	134.16
OKT COUNTY	255910	06/11/2019	JONES WALKER INV# 984577	001-900-990-998	850.00
BOARDTOWN LOCKSMITH	2650	06/10/2019	OPEN STORAGE ROOM DOOR	001-550-630-426	150.00
RICHARDSON ATHLETICS	30947	06/11/2019	3 TRUE PITCH PONY GAME M	001-550-501-415	9,906.66
CINTAS-PARKS	4022820964	06/06/2019	WEEKLY MAT CLEANING-05.2	001-550-501-208	41.11
OKTIBBEHA COUNTY COOPER	546520	06/06/2019	2 PAIR MENS BOOTS	001-261-535-233	199.70
SHEPS CLEANERS	78873	06/11/2019	UNIFORM CLEANING	001-261-600-430	19.50
STATE CHEMICAL SOLUTIONS	901023961	06/11/2019	SALES ORDER#500563169/CL	001-550-501-208	531.90
LOWE'S-POLICE	910144	06/06/2019	AA BATTERIES	001-201-501-200	28.47
GENTRY SIGNS	GS112929	06/10/2019	VARIOUS SIGNAGE FOR PARK	001-550-600-370	2,065.00
WAI-MART-GENERAL CITY	02267	06/06/2019	ELECTION SUPPLIES/FLASH D	001-130-501-200	15.76
WATERMARK PRINTERS LLC	12470	06/11/2019	150 BUSINESS CARDS-A.ROU	001-201-615-343	36.00

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AMAZON CAPITAL SERVICES, I	1KW9-NL41-1T6J	06/06/2019	POLICE-DRY ERASE BOARD	001-201-501-200	108.90
RONNIE JONES CONSTRUCTIO	20191137	06/11/2019	44 YARDS OF CLAY GRAVEL	001-301-560-270	748.00
NEWELL PAPER COMPANY	3070634	06/11/2019	JANITORIAL SUPPLIES	001-550-501-208	327.12
NORTHEAST EXTERMINATING	348586	06/06/2019	CITY HALL 05.30.19	001-192-600-338	45.00
NORTHEAST EXTERMINATING	348865	06/06/2019	POLICE DEPT. 05.30.19	001-201-630-426	50.00
STARKVILLE COMPUTERS	39394	06/11/2019	DATA TRANSFER	001-201-600-300	50.00
QUILL CORPORATION	7719060	06/06/2019	CLEANERS, FEBREZE, WIPES	001-261-555-208	223.53
LOWE'S- PARKS	909785	06/11/2019	TABLES & CHAIRS FOR GRANT	001-552-501-200	791.32
PETTY CASH VOUCHERS	INV0029533	06/06/2019	ELECTION SUPPLIES	001-130-501-200	4.28
VOLKERT, INC.	00605016	06/11/2019	LOUISVILLE STREET PEDESTRI	001-600-912-856	21,946.51
PAUL'S WELDING	0251	06/11/2019	TRUCK #711-BUILD RACK & T	001-301-630-400	4,800.00
WAI-MART-GENERAL CITY	03357	06/11/2019	SNACK ITEMS-SUMMER FEEDI	001-552-501-200	278.90
WAI-MART-GENERAL CITY	04234	06/11/2019	SNACK ITEMS FOR SUMMER F	001-552-501-200	282.53
WAI-MART-GENERAL CITY	07776	06/11/2019	BINDERS, DIVIDERS, PAPER, P	001-201-501-200	36.43
CARYL PRITCHARD	09995	06/10/2019	REIMB PICTURE FRAME PURC	001-201-501-200	47.76
ELECTION SYSTEM & SOFTWA	1090444	06/10/2019	3 DAYS OF TECH SUPPORT, LA	001-130-602-338	4,455.00
DIGITAL-ALLY	1107682	06/10/2019	CAMERA CABLE, IF BOX WITH	001-201-556-251	180.00
R&M TIRES	1121972	06/11/2019	S-45 MOUNT & BALANCE TIRE	001-201-630-360	19.00
PROGRAPHICS, INC.	116273	06/11/2019	LAMINATE MAPS	001-201-615-343	48.00
EAST MISSISSIPPI COMMUNIT	19-0063	06/06/2019	PAFFORD EMT CLASS/BACKG	001-261-600-390	1,050.00
CSPIRE WIRELESS	2030674711	06/06/2019	IPHONE HOME CHARGER/IPA	001-123-918-805	55.96
OKTIBBEHA COUNTY COOPER	547595	06/11/2019	HERBICIDE, NAILS, SPIKES	001-550-636-110	23.76
OKTIBBEHA COUNTY COOPER	547596	06/11/2019	SPRAYER REPAIR	001-550-600-370	16.25
STRICKLAND COMPANIES	568621	06/11/2019	3 BLACK INK STAMPS	001-110-501-200	89.85
STRICKLAND COMPANIES	568948	06/11/2019	BLUE INK STAMP	001-110-501-200	40.45
TRI-STARR MUFFLER & BRAKE	791756	06/11/2019	SPD #14-OIL CHANGE	001-201-630-360	38.95
LOWE'S- PARKS	919714	06/11/2019	POOL CHEMICALS	001-550-630-402	158.52
AIRGAS USA, LLC	9962278487	06/10/2019	CYLINDER RENTAL	001-261-918-805	57.56
COMMERCIAL DISPATCH, THE	INV0029526	06/06/2019	ADVERTISING	001-180-610-340	432.00
SCOTTY CARRITHERS	INV0029611	06/11/2019	REIMBURSE GAS PURCHASES	001-201-525-231	57.50
REX TEAM SPORTS	RTC62280	06/11/2019	5 PACKS OF 4 PART LINE UP C	001-550-501-415	135.00
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-100-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-110-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-120-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-123-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-145-604-330	4.00
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-145-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-190-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-197-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-261-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-281-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-301-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	001-360-604-330	77.33
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-197-690-450	37.90
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-201-690-450	1,402.30
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-261-690-450	379.00
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-281-690-450	170.55
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-301-690-450	322.15
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	001-550-690-450	132.65
CANON SOLUTIONS AMERICA	4029464662	06/12/2019	JME15733	001-120-604-330	46.69
CANON SOLUTIONS AMERICA	4029464662	06/12/2019	JME15733	001-190-604-330	46.69
CANON SOLUTIONS AMERICA	4029464662	06/12/2019	JME15733	001-197-604-330	46.69
CANON SOLUTIONS AMERICA	4029464662	06/12/2019	JME15733	001-281-604-330	46.68
CANON SOLUTIONS AMERICA	4029465386	06/12/2019	JMQ18878	001-201-635-369	117.46
CANON SOLUTIONS AMERICA	4029468491	06/12/2019	NZG06107	001-120-604-330	59.13
CANON SOLUTIONS AMERICA	4029474059	06/12/2019	JME18879	001-201-635-369	115.58
CANON SOLUTIONS AMERICA	4029475923	06/12/2019	DRL72630	001-190-604-330	52.64
CANON SOLUTIONS AMERICA	507648	06/12/2019	FIRE DEPT COPIER USAGE	001-261-604-330	62.62

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UPS	54E5Y229	06/11/2019	POSTAGE/SHIPPING	001-261-604-330	35.17
BLUIP, INC.	76000	06/06/2019	MAY 2019 SERVICES	001-123-604-330	1,504.18
LOWE'S-FIRE	902259	06/11/2019	MESH CLOTH, COPP CUTTER,	001-261-558-269	114.99
WAUKAWAY DISTRIBUTORS, I	CLR0619-280	06/11/2019	MONTHLY COOLER RENTAL -P	001-550-501-200	20.00
4-COUNTY ELECTRIC POWER	INV0029616	06/12/2019	ACCT#212849/UTILITY BILLS B	001-201-625-380	280.34
4-COUNTY ELECTRIC POWER	INV0029616	06/12/2019	ACCT#212849/UTILITY BILLS B	001-261-625-380	405.29
4-COUNTY ELECTRIC POWER	INV0029616	06/12/2019	ACCT#212849/UTILITY BILLS B	001-290-625-380	139.26
4-COUNTY ELECTRIC POWER	INV0029616	06/12/2019	ACCT#212849/UTILITY BILLS B	001-302-625-380	8,150.96
MOORE'S INSTALLATIONS	06.03.19A	06/11/2019	FD2 INSTALL GRILL LIGHT	001-261-630-360	285.00
CREATIVE PRODUCT SOURCIN	110919	06/06/2019	ENGLISH MIDDLE SCHOOL CU	001-201-501-200	145.75
HAMPTON YOUNG CORP.	112	06/06/2019	MAY 2019 LANDSCAPE SVC/C	001-196-630-402	1,700.00
HAMPTON YOUNG CORP.	112	06/06/2019	MAY 2019 LANDSCAPE SVC/C	001-196-630-425	900.00
HAMPTON YOUNG CORP.	112	06/06/2019	MAY 2019 LANDSCAPE SVC/C	001-196-637-637	600.00
R&M TIRES	1121992	06/11/2019	OIL CHANGE, TIRE ROTATION	001-201-630-360	85.00
AMAZON CAPITAL SERVICES, I	114-0352028-0357054	06/06/2019	FOAM SPRAYER, BOTTLE SPR	001-261-535-233	70.05
AMAZON CAPITAL SERVICES, I	114-0352028-0357054	06/06/2019	FOAM SPRAYER, BOTTLE SPR	001-261-555-250	221.23
STARKVILLE AUTO PARTS	124173	06/11/2019	COMPRESSION, COUPLING	001-261-630-360	4.49
STARKVILLE AUTO PARTS	124195	06/11/2019	BRAKE PAD SET	001-261-630-360	38.06
MOORE'S INSTALLATIONS	17647	06/11/2019	FD4 INSTALL LIGHTS, CONTRO	001-261-630-360	1,675.00
BERRY ELECTRIC, LLC	4420	06/10/2019	INSTALL HAND DRYERS AT M	001-550-630-426	1,128.80
SULLIVAN'S OFFICE SUPPLY, I	45657	06/11/2019	9X12 ENVELOPES, GEL PENS	001-201-501-200	28.68
CINTAS FIRST AID & SAFETY	5013855798	06/10/2019	RESTOCK MEDS FOR FIRST AI	001-201-501-200	250.38
CINTAS FIRST AID & SAFETY	5013855799	06/10/2019	RESUPPLY FIRST AID CABINET	001-301-555-250	97.69
OKTIBBEHA COUNTY COOPER	548946	06/11/2019	10 POUNDS BERMUDA SEED	001-301-560-270	67.50
OKTIBBEHA COUNTY COOPER	548982	06/11/2019	SWAT BOOTS	001-201-535-233	99.85
IVY AUTO PARTS, LLC.	616041	06/10/2019	HYDRAULIC HOSE FITTINGS, H	001-261-630-360	40.52
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-000-053-206	811.81
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-000-054-205	1,034.39
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-197-525-231	32.03
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-201-525-231	2,495.49
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-261-525-231	816.57
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-281-525-231	29.17
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-301-525-231	567.07
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	001-550-525-231	82.82
GREGORY CONSTRUCTION	INV0029527	06/06/2019	LOUISVILLE STREET	001-600-912-856	210,087.90
JODI HOGUE	INV0029529	06/06/2019	TRAVEL EXPENSE/2019 COUR	001-110-690-553	105.60
INN AT OLE MS	INV0029530	06/06/2019	MS COMMAND COLLEGE HOT	001-201-690-552	1,980.00
PAUL'S WELDING	0256	06/11/2019	TRUCK #71-FINISH SIGN RACK	001-301-630-400	105.00
ARMY NAVY PAWN SHOP	052319B	06/06/2019	62 PAIR KENETIC PANTS	001-261-535-233	2,604.00
OKTIBBEHA COUNTY SHERIFF'	06.04.19	06/11/2019	FEEDING INMATES MAY 2019	001-201-541-237	10,950.00
BOARDTOWN ENGRAVING	060419B	06/10/2019	DESK PLATE WITH BORDER &	001-120-503-202	27.00
R&M TIRES	1122013	06/11/2019	S-9 INSTALL BATTERY	001-201-630-360	25.00
CADENCE VISA	119647	06/10/2019	EAST MS. WHOLESALE/ NRPA	001-552-501-200	406.24
CINTAS	4023211081	06/06/2019	CITY HALL 06.4.19	001-192-510-220	8.66
CINTAS	4023211142	06/06/2019	STREET DEPT. 06.04.19	001-301-501-200	39.48
SULLIVAN'S OFFICE SUPPLY, I	45257	06/06/2019	ADDRESS LABELS, MANILLA FI	001-120-501-200	72.07
WAUKAWAY DISTRIBUTORS, I	51569	06/06/2019	2 FIVE GALLON BOTTLES OF	001-550-501-200	16.20
OKTIBBEHA COUNTY COOPER	549522	06/11/2019	6 TSHIRTS, 6 PAIR DUNGAREE	001-301-535-233	257.94
LOWE'S-FIRE	914932	06/11/2019	HOSE REPAIR, SHOWER HEAD	001-261-555-250	33.60
LOWE'S-FIRE	93080	06/12/2019	WEBER GRILL	001-261-918-805	403.75
REYNOLDS/RENASANT INSUR	987409	06/06/2019	SHAY HOLMES BOND	001-159-620-371	175.00
CHARLES YARBROUGH	INV0029537	06/06/2019	REIMB MEALS & TRAVEL/	001-261-610-350	66.40
MSU UNIVERSITY RECREATIO	KB4205	06/11/2019	SOCCER GOALS RENTAL FOR T	001-550-512-200	300.00
TRUSTMARK NATIONAL BANK	06.27.19	06/06/2019	#93894/2 TACOMAS	001-197-820-874	418.48
TRUSTMARK NATIONAL BANK	06.27.19	06/06/2019	#93894/2 TACOMAS	001-197-830-873	18.47
TRUSTMARK NATIONAL BANK	06.27.19	06/06/2019	#93894/2 TACOMAS	001-281-820-874	418.48
TRUSTMARK NATIONAL BANK	06.27.19	06/06/2019	#93894/2 TACOMAS	001-281-830-873	18.47
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-166	1,067.00
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-376	127.00
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-377	890.55

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STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-378	527.09
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-382	18,014.15
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-382	0.80
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-385	1,632.50
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-387	6,076.00
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-389	110.00
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-393	271.91
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-395	125.00
STATE TREASURER	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-398	5,521.50
MS DEPT OF PUBLIC SAFETY	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-386	3,646.00
MS DEPT OF PUBLIC SAFETY	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-396	250.00
MS DEPT OF PUBLIC SAFETY	05.2019	06/06/2019	MAY 2019 MUNICIPAL COURT	001-110-330-397	253.00
SOUTHERN REGIONAL PUBLIC	INV0029535	06/06/2019	REGISTRATION- TASER INSTR	001-201-690-552	990.00
CORNERSTONE GOVERNMENT	COSMS-0619	06/06/2019	MAY 2019 CONSULTING SERV	001-120-600-300	3,888.93
GRANT McCARTER	INV0029536	06/06/2019	TRAVEL & MEAL REIMB/FIRE	001-261-600-390	274.92
TYLER TECHNOLOGIES	0445-265994	06/11/2019	EXECUTIVE TRAINING	001-180-691-505	325.00
JAN-PRO OF MS	06.05.19	06/10/2019	CLEAN PD/ONE TIME CHARGE	001-201-600-300	750.00
GREENLIFE, LLC	06.05.19	06/10/2019	MCKEE & SPORTSPLEX IRRIGA	001-550-636-110	407.00
R&M TIRES	1122037	06/11/2019	OIL FILTER CHANGE, INSTALL	001-201-630-360	66.49
BELL BUILDING SUPPLY, INC.	258062	06/10/2019	ELBOW SANITARY EDGE	001-261-555-250	4.99
ADGRAPHIX	44611	06/10/2019	3" REFLECTIVE STICKERS FOR	001-201-556-251	50.00
SULLIVAN'S OFFICE SUPPLY, I	45731	06/11/2019	WASTEBASKET	001-201-501-200	13.17
MAFES SALES STORE	514967	06/11/2019	CHEESE FOR GIFT BASKET	001-000-160-698	32.00
TRAFFIC SAFETY WAREHOUSE	64221A	06/11/2019	PLASTICADE I-BEAM BOARDS	001-201-556-251	147.14
LODGE, THE	708346	06/11/2019	COWBELLS FOR GIFT BASKET	001-000-160-698	49.96
LOWE'S- PARKS	910399	06/11/2019	CAR AIR FRESHNER, POLE, BO	001-550-501-200	37.28
DIZZY DEAN BASEBALL, INC	INV0029605	06/10/2019	256 ALL STAR PATCHES	001-550-501-415	384.00
K&K INSURANCE GROUP	INV0029609	06/10/2019	YOUTH KICKBALL LEAGUE INS	001-550-501-415	380.00
PRIORITY ONE BANK	07.01.19	06/06/2019	NICHOLAS TIF BOND SERIES 2	001-800-820-850	100,000.00
PRIORITY ONE BANK	07.01.19	06/06/2019	NICHOLAS TIF BOND SERIES 2	001-800-830-828	47,500.00
WAI-MART-GENERAL CITY	00532	06/11/2019	SWIFFER + REFILLS, CLOROX	001-201-555-208	49.94
WAI-MART-GENERAL CITY	04033	06/11/2019	REFRESHMENTS & SUPPLIES F	001-550-501-220	134.59
WAI-MART-GENERAL CITY	08307	06/11/2019	VINEGAR, BAKING SODA, FOO	001-550-501-220	10.80
SECURITY SOLUTIONS	126683	06/11/2019	INSTALL CAMERAS IN INTERVI	001-201-918-805	1,650.00
BASICS, INC. A Trade America	23364	06/10/2019	CASE OF AAA BATTERIES, 2 CA	001-201-501-200	168.50
DONNA LOTT	420599	06/10/2019	REIMB PURCHASE OF 17 SHIR	001-201-535-233	341.06
ELIJAH WILL CAPPLEMAN	5867	06/10/2019	REIMB LIFE GUARD CERTIFICA	001-550-610-350	190.00
CPLE-CASTROL PREMIUM LUB	64588	06/10/2019	OIL CHANGE ON FD 3	001-261-630-360	42.25
BRIAN ARNETT	INV0029615	06/12/2019	REIMB MEALS/MSFA EXEC. FI	001-261-610-350	24.80
NEXTSTEP INNOVATION	NSI17024	06/11/2019	DELL LATITUDE COMPUTER F	001-201-918-805	3,367.00
WAI-MART-GENERAL CITY	05598	06/11/2019	BATTERIES	001-261-555-250	19.92
PITTS SIGN COMPANY	06.07.19	06/11/2019	LETTERING FOR FD4	001-261-630-360	950.00
JOSEPH DIAZ	2018192393	06/12/2019	REIMB EMT EXAM APPLICATI	001-261-600-390	80.00
INTERSTATE BATTERY OF CNT	92213	06/10/2019	BATTERY FOR SPRINT 1	001-261-630-360	112.95
JEROME CLARK	INV0029606	06/10/2019	REIMB MEALS/EFO TRAINING	001-261-600-390	32.39
IIMC	INV0029608	06/10/2019	MEMBERSHIP DUES	001-145-690-556	100.00
POWERSTROKE EQUIPMENT S	3748	06/12/2019	BUMP KNOB AND CAP	001-261-630-360	20.98
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-000-053-206	1,169.32
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-000-054-205	714.65
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-201-525-231	2,449.35
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-261-525-231	634.17
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-281-525-231	25.15
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-301-525-231	488.17
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	001-550-525-231	107.70
RONALD M. LUNDELL	INV0029543	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	405.00
CHRIS PHILLIPS	INV0029544	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	300.00
ARTHUR JOHNSON	INV0029545	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
DANIEL GARRITY	INV0029546	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	220.00
BRYSON GUNN	INV0029547	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	220.00
CONNER BUCHANAN	INV0029548	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	210.00

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WILL MAY	INV0029549	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	200.00
BRADY STRINGER	INV0029550	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	200.00
GLENDA YOUNG	INV0029551	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	165.00
JONATHAN BURKIS	INV0029552	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	100.00
JUSTIN SIMPSON	INV0029553	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	100.00
CARLOS KEMP JR.	INV0029554	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	95.00
LUKE BUCKNER	INV0029555	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	90.00
RONALD MITCHELL	INV0029556	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	90.00
BRIENNA LYNN CALVERT	INV0029557	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	40.00
WYATT FELT	INV0029558	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	30.00
JONATHAN FRANZ	INV0029559	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	20.00
CARRIE ASHFORD	INV0029560	06/07/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	20.00
ALLYSON BAREFIELD	INV0029561	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	80.00
JOCITTA BUCHANAN	INV0029562	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	100.00
TIM BUSH	INV0029563	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	168.00
BRUCE HARRIS	INV0029564	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	180.00
RICKY LINDSEY	INV0029565	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	90.00
DEBRA NORRIS	INV0029566	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	60.00
CRAIG SIMON	INV0029567	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
EMILY TAYLOR	INV0029568	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	120.00
CALVIN WARE -1099	INV0029569	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	180.00
CLYDE WILLIAMS	INV0029570	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	60.00
KAYLA WILLIAMS	INV0029571	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	120.00
CARRIE ASHFORD	INV0029572	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	90.00
KIMBERLY HILL	INV0029573	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	40.00
SHARON McKINLEY	INV0029574	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	30.00
SIERRA McKINLEY	INV0029575	06/08/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	80.00
TIM BUSH	INV0029576	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
REGINALD CAMPBELL	INV0029577	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
BRUCE HARRIS	INV0029579	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
AUGILIA JACKSON	INV0029580	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
RICKY LINDSEY	INV0029581	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
DEBRA NORRIS	INV0029582	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	189.00
AKECIANNA THORNTON	INV0029583	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	66.00
CALVIN WARE -1099	INV0029584	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	180.00
CLYDE WILLIAMS	INV0029585	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	270.00
KAYLA WILLIAMS	INV0029586	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	126.00
CARRIE ASHFORD	INV0029587	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	72.00
TEVONTAE BOND	INV0029588	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	72.00
KIMBERLY HILL	INV0029589	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	72.00
SAVANNAH BREE JEFFERSON	INV0029590	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	72.00
SHARON McKINLEY	INV0029591	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	108.00
SIERRA McKINLEY	INV0029592	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	108.00
AMBER MILLER	INV0029593	06/09/2019	CONTRACT LABOR 05/23/19-	001-550-600-320	108.00
KENNEDI AKINS	INV0029594	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	200.00
RONALD JOHNSON JR.	INV0029595	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	360.00
ROBERT GANDY JR.	INV0029596	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	385.00
JALEN CAMPBELL	INV0029597	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	638.00
KEYVON MARTEZ PEARSON	INV0029598	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	418.00
CODY BOLAND	INV0029599	06/09/2019	CONTRACT LABOR 05/24/19-	001-550-600-320	225.00
GEROD ELLIS	INV0029600	06/09/2019	REFUND PMT FOR MONCRIEF	001-550-949-978	40.00
ERIC GREEN	INV0029601	06/09/2019	REFUND PMT FOR NEEDMOR	001-550-949-978	75.00
KENDRA BLAKELY	INV0029602	06/09/2019	REFUND PMT FOR JL KING PA	001-550-949-978	60.00
BLAKE EDWARDS	INV0029603	06/10/2019	REIMB MEALS FOR DRIVER/O	001-261-600-390	52.69
GTR SOLID WASTE MGMT. AU	05.2019	06/12/2019	MAY 2019 SOLID WASTE TICK	001-301-691-550	2,655.72
LIGHTS & BALLASTS, LLC	141427	06/12/2019	CHANGED 2 BULBS IN CITY HA	001-192-630-403	60.00
AMAZON CAPITAL SERVICES, I	1R4J-63TW-3RRJ	06/12/2019	2 -CONDOR EMERGENCY LIGH	001-261-630-360	410.18
MITCHELL, MCNUTT, & SAMS,	374146	06/12/2019	GENERAL MATTERS	001-169-600-302	11,340.00
MITCHELL, MCNUTT, & SAMS,	374147	06/12/2019	LITIGATED MATTERS	001-169-600-312	378.00
CINTAS	4023672417	06/12/2019	STREET DEPT. 06.11.19	001-301-501-200	39.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	4023672418	06/12/2019	CITY HALL 06.11.19	001-192-510-220	198.87
OKTIBBEHA COUNTY COOPER	552808	06/12/2019	8 YARDS MULCH FOR ALL STA	001-261-558-269	232.00
STARKVILLE DAILY NEWS	INV0029618	06/12/2019	ACCT #000132 ADVERTISING	001-130-501-200	730.96
STARKVILLE DAILY NEWS	INV0029618	06/12/2019	ACCT #000132 ADVERTISING	001-169-615-342	321.54
STARKVILLE DAILY NEWS	INV0029618	06/12/2019	ACCT #000132 ADVERTISING	001-180-610-340	584.44
STARKVILLE DAILY NEWS	INV0029618	06/12/2019	ACCT #000132 ADVERTISING	001-190-604-330	416.08
WILL SIMON	INV0029612	06/11/2019	REIMB REMAINDER MOTORC	001-201-690-552	25.00
ATMOS ENERGY	INV0029614	06/12/2019	# 3018177204 /FIRESTATION	001-261-625-380	61.18
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-192-625-380	2,629.03
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-201-625-380	3,004.22
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-290-625-380	26.16
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-302-625-380	18.78
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-302-625-380	27,946.08
STARKVILLE UTILITIES	INV0029619	06/12/2019	UTILITY BILLS BY DEPT	001-550-600-340	5,832.28
SULLIVAN'S OFFICE SUPPLY, I	45939	06/12/2019	OFFICE SUPPLIES-FOLDERS, SC	001-281-501-200	105.80
Fund 001 - GENERAL FUND Total:					676,308.66

Fund: 002 - RESTRICTED POLICE FUND

PALACE CASINO RESORT	RPCR213DB	06/06/2019	2019 DARE CONF. HOTEL/A. C	002-251-600-300	475.00
Fund 002 - RESTRICTED POLICE FUND Total:					475.00

Fund: 003 - RESTRICTED FIRE FUND

BANCORPSOUTH EQUIPMENT	06.25.19	06/06/2019	LOAN#7334-70314-016/FIRE	003-560-820-874	1,424.47
BANCORPSOUTH EQUIPMENT	06.25.19	06/06/2019	LOAN#7334-70314-016/FIRE	003-560-830-873	131.20
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67

Fund: 015 - AIRPORT FUND

CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	015-505-604-330	47.96
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	015-505-604-330	141.71
RACKLEY OIL INC.	508388	06/11/2019	CASTOL GTX FOR 61" ZERO T	015-505-525-231	24.54
ALLEN ENTERPRISES, INC.	0064109-IN	06/10/2019	LED POWER SUPPLY + BULBS	015-505-630-400	558.62
WAI-MART-GENERAL CITY	07188	06/11/2019	OIL FILTER, FAST ORANGE. 1"	015-505-541-237	6.47
WAI-MART-GENERAL CITY	07188	06/11/2019	OIL FILTER, FAST ORANGE. 1"	015-505-555-250	1.28
WAI-MART-GENERAL CITY	07188	06/11/2019	OIL FILTER, FAST ORANGE. 1"	015-505-570-273	3.97
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	015-505-604-330	77.33
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	015-505-690-450	37.90
LOWE'S- AIRPORT	911870	06/11/2019	WATER HOSE, HOSE MOUNT,	015-505-501-198	10.34
LOWE'S- AIRPORT	911870	06/11/2019	WATER HOSE, HOSE MOUNT,	015-505-555-250	54.11
LOWE'S- AIRPORT	911870	06/11/2019	WATER HOSE, HOSE MOUNT,	015-505-630-400	2.83
TITAN AVIATION FUELS	R3144186	06/11/2019	JET & AVGAS TRUCK RENTAL	015-505-600-322	800.00
RACKLEY OIL INC.	508669	06/11/2019	REG. UNLEADED GAS	015-505-525-231	268.61
OKTIBBEHA COUNTY COOPER	549359	06/11/2019	LEAF RAKE, OIL, FILTER, WAS	015-505-555-250	19.99
OKTIBBEHA COUNTY COOPER	549359	06/11/2019	LEAF RAKE, OIL, FILTER, WAS	015-505-630-400	61.81
DBT TRANSPORTATION SERVI	2541703	06/10/2019	POWER SUPPLY ASSY, TEMPE	015-505-630-400	1,373.04
Fund 015 - AIRPORT FUND Total:					3,490.51

Fund: 022 - SANITATION

HOLLIS BROTHERS ELECTRIC	03695	06/06/2019	SERVICE CALL-CHECK P-TAC U	022-322-600-300	105.00
GOLDEN TRIANGLE PLANNIN	6053C	06/12/2019	SOLID WASTE BILLING/ "SOLI	022-322-600-364	-9.00
H&O TRUCKS & TRAILER REPA	60393	06/10/2019	TRUCK #85 REPAIRS	022-341-630-360	718.72
H&O TRUCKS & TRAILER REPA	60403	06/10/2019	TRUCK #85-GREASE TRUCK	022-341-630-360	51.50
H&O TRUCKS & TRAILER REPA	60409	06/06/2019	TRUCK #95-REPLACE O-RING	022-322-630-360	108.99
H&O TRUCKS & TRAILER REPA	60496	06/06/2019	TRUCK #95	022-322-630-360	161.30
GATEWAY TIRE & SERVICE CE	1018-107026	06/06/2019	TRUCK #98 3 TIRES & MOUNT	022-322-630-360	947.19
GATEWAY TIRE & SERVICE CE	1018-107090	06/06/2019	TRUCK #42- NEW TIRE AND M	022-322-630-360	344.40
GATEWAY TIRE & SERVICE CE	1018-107154	06/06/2019	TRUCK #39/ONE NEW TIRE &	022-325-630-360	442.03
CSPIRE WIRELESS	05.25.19	06/06/2019	ACCT#0030349386-CELL PHO	022-322-604-330	130.01
GATEWAY TIRE & SERVICE CE	1018-107347	06/06/2019	TRUCK #43 3 NEW TIRES &	022-322-630-360	872.50
AMAZON CAPITAL SERVICES, I	4821286-0112253	06/06/2019	2 CASES QUIK STIK TUBES-AS	022-322-555-250	350.00
PITTS SIGN COMPANY	05.29.19	06/06/2019	3 TAGS	022-322-630-360	75.00
SOUTHERN TELECOMMUNICA	06.17.19	06/11/2019	ACCT #2490 SEPTEMBER 2019	022-322-604-330	39.47
CSPIRE WIRELESS	2030645810	06/06/2019	SES-SAMSUNG GALAXY S9,CAS	022-322-604-330	190.00
BASICS, INC. A Trade America	23344	06/06/2019	CASE OF 2XL COVERALLS, CAS	022-322-535-233	211.90

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPER	546396	06/06/2019	SPRAYER	022-341-555-250	16.96
BELL BUILDING SUPPLY, INC.	257336	06/06/2019	4 WATER COOLERS (5 GALLO	022-322-555-250	99.96
EAST MISSISSIPPI LUMBER CO	D51647	06/06/2019	CREDIT-2 MANURE FORKS	022-322-555-250	-71.23
EAST MISSISSIPPI LUMBER CO	D51648	06/06/2019	4 MANURE FORKS	022-322-555-250	142.46
PAUL'S WELDING	0249	06/06/2019	TRACTOR #2 WELD PARTS, CH	022-341-630-360	315.00
CSPIRE BUSINESS SOLUTIONS	1433711	06/12/2019	CSBS 110245208	022-322-604-330	77.33
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	022-322-691-450	473.75
VERIZON CONNECT-NWF	1788290	06/11/2019	ACCT #STAR035 GPS EXPENS	022-341-691-450	75.80
GOLDEN TRIANGLE PLANNIN	6224	06/12/2019	SOLID WASTE BILLING/ "SOLI	022-322-600-364	244.50
GOLDEN TRIANGLE PLANNIN	6225	06/12/2019	SOLID WASTE BILLING/ "SOLI	022-322-600-364	10.00
GOLDEN TRIANGLE PLANNIN	6226	06/12/2019	SOLID WASTE BILLING/ "SOLI	022-322-600-364	10.00
SGK LANDSCAPES, LLC	ST23440	06/06/2019	MONTHLY MEDIAN MAINTEN	022-341-600-338	1,654.20
SGK LANDSCAPES, LLC	ST23441	06/06/2019	MONTHLY MEDIAN MAINTEN	022-341-600-338	708.77
WASTE MANAGEMENT	0735030-2132-8	06/11/2019	RECYCLING FOR MAY 2019	022-322-600-431	3,272.48
CSPIRE WIRELESS	2030732337	06/06/2019	SES-ROBERSON'S CHARGER &	022-322-604-330	62.97
TERRY'S GARAGE & REPAIRS,	2180	06/11/2019	TRUCK #42, REPLACE BRAKES,	022-322-630-360	1,197.57
NORTHEAST EXTERMINATING	349610	06/11/2019	SANITATION 06.03.19	022-322-600-300	30.00
IVY AUTO PARTS, LLC.	615767	06/10/2019	TRUCK #99 WINDOW REPAIR	022-322-630-360	87.99
FUELMAN / FLEETCOR	NP56236165	06/06/2019	FUEL REPORT 05/27/19-06/02	022-322-525-231	2,565.63
REGIONS FINANCIAL CORPOR	06.25.19	06/06/2019	PAYOFF- #001-0007521-006/L	022-341-820-874	15,635.57
REGIONS FINANCIAL CORPOR	06.25.19	06/06/2019	PAYOFF- #001-0007521-006/L	022-341-830-873	22.92
TERRY'S GARAGE & REPAIRS,	2189	06/11/2019	TRUCK #33 REPLACE BRAKES	022-322-630-360	956.92
ALLEN EDWARDS BODY SHOP	2464	06/10/2019	TRUCK #99 WINDOW REGULA	022-322-630-360	40.00
REGIONS FINANCIAL CORPOR	06.20.19P	06/06/2019	PAYOFF - #001-0007521-008/	022-322-820-874	28,961.76
REGIONS FINANCIAL CORPOR	06.20.19P	06/06/2019	PAYOFF - #001-0007521-008/	022-341-820-874	28,961.75
SANSOM EQUIPMENT COMP	58531	06/11/2019	WATER COOLER MOUNT WIT	022-322-630-360	796.50
PAUL'S WELDING	0258	06/11/2019	TRUCK #40B & 41B-INSTALL	022-322-630-360	160.00
STARKVILLE GLASS & PAINT	28218	06/11/2019	TRUCK #94 REPLACE RIGHT SI	022-322-630-360	180.00
JONIRUS DAVIS	INV0029607	06/10/2019	CONTRACT LABOR 06/01/19-	022-322-600-300	400.00
KENDRICK BISHOP	INV0029610	06/10/2019	CONTRACT LABOR 06/01/19-	022-322-600-300	400.00
FUELMAN / FLEETCOR	NP56295651	06/12/2019	FUEL REPORT 06/03/19-06/09	022-322-525-231	2,868.35
GTR SOLID WASTE MGMT. AU	05.2019	06/12/2019	MAY 2019 SOLID WASTE TICK	022-322-600-379	41,285.70
STARKVILLE DAILY NEWS	INV0029618	06/12/2019	ACCT #000132 ADVERTISING	022-322-604-330	97.00
Fund 022 - SANITATION Total:					136,479.62
Fund: 023 - LANDFILL ACCOUNT					
NEEL-SCHAFFER	1058619	06/11/2019	LANDFILL/PROF. SVCS APRIL 2	023-323-600-338	14,917.18
Fund 023 - LANDFILL ACCOUNT Total:					14,917.18
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
MMC MATERIALS, INC.	583464	06/06/2019	7 CY CONCRETE FOR CURB &	319-600-948-854	966.00
NEEL-SCHAFFER	1058657	06/11/2019	LYNN LANE TRAFFIC IMP. APR	319-600-912-861	1,096.55
NEEL-SCHAFFER	1058659	06/11/2019	COLLEGE VIEW DR. SIDEWALK	319-600-912-861	5,114.63
FALCON CONTRACTING CO.,I	3876	06/12/2019	2019 STREET IMPROVEMENT	319-600-912-861	373,972.02
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					381,149.20
Fund: 375 - PARK AND REC TOURISM					
HI-TECH ATHLETIC RESOURCE	155	06/10/2019	DOWN PMT ON RESURFACIN	375-551-907-942	21,950.00
Fund 375 - PARK AND REC TOURISM Total:					21,950.00
Grand Total:					1,236,325.84

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	676,308.66
002 - RESTRICTED POLICE FUND	475.00
003 - RESTRICTED FIRE FUND	1,555.67
015 - AIRPORT FUND	3,490.51
022 - SANITATION	136,479.62
023 - LANDFILL ACCOUNT	14,917.18
319 - PUBLIC IMPROVEMENT BONDS 2018	381,149.20
375 - PARK AND REC TOURISM	21,950.00
Grand Total:	1,236,325.84

Account Summary

Account Number	Account Name	Expense Amount
001-000-053-206	DUE FROM WATER & SE	2,793.37
001-000-054-205	DUE FROM STARKVILLE	2,111.68
001-000-160-698	DONATION POLICE	81.96
001-100-604-330	COMMUNICATIONS	319.37
001-110-330-166	TRAUMA TRAFFIC	1,067.00
001-110-330-376	COURT CONSTITUENTS	127.00
001-110-330-377	MOTOR VEHICLE LIABILI	890.55
001-110-330-378	APPEARANCE BOND FEE	527.09
001-110-330-382	TRAFFIC VIOLATION	18,014.95
001-110-330-385	IMPLIED CONSENT	1,632.50
001-110-330-386	WIRELESS COMM FEE	3,646.00
001-110-330-387	OTHER MISDEMEANORS	6,076.00
001-110-330-389	ADULT DRIVER'S TRAINI	110.00
001-110-330-393	VICTIMS BOND FEE	271.91
001-110-330-395	DRUG VIOLATION	125.00
001-110-330-396	NON-ADJUDICATION (IN	250.00
001-110-330-397	DUI OFFENSE (INLC14)	253.00
001-110-330-398	UNINSURED MOTORIST	5,521.50
001-110-501-200	SUPPLIES/CC MCH FEES	306.48
001-110-604-330	POSTAGE / COMMUNIC	154.34
001-110-690-553	TRAINING & EDUCATION	105.60
001-111-604-330	COMMUNICATIONS	134.94
001-120-501-200	SUPPLIES	72.07
001-120-503-202	COMMITTEE SUPPORT	27.00
001-120-600-300	PROFESSIONAL SERVICE	3,888.93
001-120-604-330	COMMUNICATIONS	370.19
001-123-604-330	COMMUNICATIONS	1,878.95
001-123-918-805	MACHINERY AND EQUIP	55.96
001-130-501-200	SUPPLIES / ADVERTISIN	751.00
001-130-602-338	ELECTION CONTRACT SE	4,455.00
001-145-604-330	POSTAGE/COPIER/PHON	196.48
001-145-690-556	OTHER DUES / FEES	100.00
001-159-620-371	BONDING-CITY EMPLOY	350.00
001-169-600-302	CITY ATTORNEY GENERA	11,340.00
001-169-600-309	LEGAL EXPENSES	200.00
001-169-600-312	CITY ATTORNEY LITIGATI	378.00
001-169-615-342	LEGAL ADVERTISING & N	321.54
001-180-600-320	DRUG/BACKGROUND C	240.00
001-180-604-330	COPIER/POSTAGE/PHON	78.97
001-180-610-340	ADVERTISING	1,016.44
001-180-691-505	TIME CLOCK SYSTEM	325.00
001-190-604-330	COPIERS/PHONES/IPADS	757.96
001-192-510-220	SUPPLIES	260.50
001-192-600-338	CONTRACT SERVICES	45.00
001-192-625-380	UTILITIES	2,629.03

Account Summary

Account Number	Account Name	Expense Amount
001-192-630-403	REPAIRS TO BUILDING	60.00
001-195-691-550	KEEP STARKVILLE BEAUT	165.00
001-196-630-402	REPAIRS & MAINT - ODD	1,700.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00
001-196-637-637	BRUSH ARBOR	600.00
001-197-501-200	SUPPLIES	155.14
001-197-525-231	GAS & OIL	32.03
001-197-604-330	COMMUNICATIONS	152.14
001-197-690-450	GPS EXPENSES	37.90
001-197-820-874	PRINCIPAL	418.48
001-197-830-873	INTEREST	18.47
001-201-501-200	OFFICE SUPPLIES	1,288.56
001-201-525-231	GAS & OIL	5,030.34
001-201-535-233	UNIFORMS	7,964.14
001-201-541-237	PRISONER JAIL EXPENSE	11,164.34
001-201-541-240	PRISONER MEDICAL EXP	1,234.64
001-201-555-208	JANITORIAL SUPPLIES	139.78
001-201-556-251	POLICE SUPPLIES	403.12
001-201-600-300	PROFESSIONAL SERVICE	2,145.60
001-201-604-330	PHONES/FAX/COPIERS/	2,168.01
001-201-615-343	PRINTING & BINDING	99.74
001-201-625-380	UTILITIES	3,284.56
001-201-630-360	VEHICLE REPAIRS & MAI	10,398.64
001-201-630-400	EQUIPMENT REPAIR &	964.50
001-201-630-404	RADIO MAINTENANCE /	5,425.00
001-201-630-426	BUILDING MAINTENANC	50.00
001-201-635-369	COPIER RENTAL	233.04
001-201-690-450	GPS EXPENSES	1,402.30
001-201-690-552	POLICE TRAINING/EDUC	3,235.00
001-201-918-805	MACHINERY AND EQUIP	5,017.00
001-261-525-231	GAS & OIL	1,450.74
001-261-535-233	UNIFORMS	5,509.37
001-261-555-208	JANITORIAL & PAPER SU	1,151.94
001-261-555-250	SUPPLIES & SMALL TOO	279.74
001-261-558-269	BUILDING MAINTENANC	771.99
001-261-600-390	FIRE TRAINING	1,490.00
001-261-600-430	UNIFORM CLEANING	95.50
001-261-604-330	PHONES/CABLE/INTERN	5,532.90
001-261-610-350	TRAVEL	91.20
001-261-625-380	UTILITIES	526.22
001-261-630-360	SHOP REPAIRS & MAINT	3,613.11
001-261-630-404	RADIO MAINTENANCE /	5,425.00
001-261-690-450	GPS EXPENSES	379.00
001-261-691-550	MISCELLANEOUS	126.84
001-261-918-805	MACHINERY AND EQUIP	461.31
001-281-501-200	OFFICE SUPPLIES	105.80
001-281-525-231	GAS & OIL	54.32
001-281-604-330	COPIER/PHONES/IPADS/	285.07
001-281-690-450	GPS EXPENSES	170.55
001-281-691-550	MISCELLANEOUS	42.40
001-281-820-874	PRINCIPAL (VEHICLES)	418.48
001-281-830-873	INTEREST (VEHICLES)	18.47
001-290-625-380	UTILITIES / CODE RED	165.42
001-301-501-200	SUPPLIES	78.96
001-301-525-231	GAS & OIL	1,055.24
001-301-535-233	UNIFORMS	576.29
001-301-555-250	SUPPLIES & SMALL TOO	646.89
001-301-560-270	CONSTRUCTION MATERI	3,099.21

Account Summary

Account Number	Account Name	Expense Amount
001-301-565-272	STREETS SIGNS & PAINT	3,316.85
001-301-604-330	COMMUNICATIONS	128.18
001-301-630-360	SHOP REPAIRS & MAINT	871.44
001-301-630-400	EQUIPMENT REPAIR &	5,034.70
001-301-690-450	GPS EXPENSES	322.15
001-301-691-550	MISCELLANEOUS	2,655.72
001-302-625-380	UTILITIES	36,115.82
001-360-604-330	COMMUNICATIONS	112.30
001-550-501-200	OFFICE SUPPLIES	338.48
001-550-501-208	JANITORIAL	1,281.62
001-550-501-220	CLASS/ACTIVITY SUPPLIE	339.76
001-550-501-415	SPORTS PROGRAMS	12,705.67
001-550-512-200	TOURNAMENT SUPPLIES	3,623.32
001-550-525-231	GAS & OIL	1,188.09
001-550-535-233	UNIFORMS	1,661.50
001-550-600-320	CONTRACT LABOR, UMP	9,462.00
001-550-600-330	PHONES / COPIERS/POS	299.62
001-550-600-340	UTILITIES	5,832.28
001-550-600-370	EQUIP. REPAIR/MAINT	2,100.58
001-550-610-350	TRAVEL/TRAINING	1,690.00
001-550-630-402	SPLASHPAD & POOL MA	958.52
001-550-630-426	BUILDING MAINT/REPAI	7,588.62
001-550-636-110	FIELD IMPROVEMENTS/	11,765.97
001-550-690-450	GPS EXPENSES	132.65
001-550-949-978	PARK & REC REFUNDS	175.00
001-552-501-200	NRPA SUPPLIES	1,758.99
001-600-903-516	ADA SIDEWALKS	3,332.36
001-600-912-856	RUSSELL/LOUISVILLE ST	232,034.41
001-600-948-857	STORM DRAINAGE	5,464.37
001-800-820-850	2016 TIF PRINCIPAL NIC	100,000.00
001-800-830-828	2016 TIF INTEREST NICH	47,500.00
001-800-840-876	BOND FEES	1,900.00
001-900-990-998	CONTINGENCY FUND	850.00
002-251-600-300	PROFESSIONAL SERVICE	475.00
003-560-820-874	PRINCIPAL	1,424.47
003-560-830-873	INTEREST	131.20
015-505-501-198	BUILDING REPAIRS & M	10.34
015-505-525-231	GAS & OIL	293.15
015-505-541-237	OPERATING SUPPLIES	6.47
015-505-555-250	SMALL TOOLS & EQUIP	75.38
015-505-570-273	VEHICLE REPAIR PARTS	3.97
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00
015-505-604-330	CELL PHONE/POSTAGE	267.00
015-505-630-400	EQUIPMENT REPAIR &	1,996.30
015-505-690-450	GPS EXPENSES	37.90
022-322-525-231	GAS & OIL	5,433.98
022-322-535-233	UNIFORMS	211.90
022-322-555-250	SUPPLIES & SMALL TOO	521.19
022-322-600-300	PROFESSIONAL SERVICE	935.00
022-322-600-364	BILLING SERVICES	255.50
022-322-600-379	LANDFILL FEES	41,285.70
022-322-600-431	CONTRACT RECYCLING C	3,272.48
022-322-604-330	COMMUNICATIONS	596.78
022-322-630-360	SHOP REPAIRS & MAINT	5,928.36
022-322-691-450	GPS EXPENSES	473.75
022-322-820-874	PRINCIPAL-2 FRONT LOA	28,961.76
022-325-630-360	SHOP REPAIRS & MAINT	442.03
022-341-555-250	SUPPLIES & SMALL TOO	16.96

Account Summary

Account Number	Account Name	Expense Amount
022-341-600-338	HWY 12 MAINT/RUSSEL	2,362.97
022-341-630-360	SHOP REPAIRS & MAINT	1,085.22
022-341-691-450	GPS EXPENSES	75.80
022-341-820-874	PRINCIPAL-SWEEPER/F2	44,597.32
022-341-830-873	INTEREST	22.92
023-323-600-338	CONTRACT / PROF SERVI	14,917.18
319-600-912-861	ROADWAY IMPROVEME	380,183.20
319-600-948-854	DRAINAGE IMPROVEME	966.00
375-551-907-942	PARK IMP/CAPITAL PROJ	21,950.00
	Grand Total:	1,236,325.84

Project Account Summary

Project Account Key	Expense Amount	
None	855,176.64	
17005	966.00	
17026	1,096.55	
19009	5,114.63	
2019 STREET IMPROVEMENTS	373,972.02	
	Grand Total:	1,236,325.84



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

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

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.												
4000088030	06/10/19	3123	Material		06/19/19	418.95	.00	ACH				
VENDOR TOTAL:						418.95						
VENDOR: 122 ARMCHAM INTERNATIONAL CORP												
1629630	06/10/19	3127	Parts		06/19/19	291.70	.00	ACH				
VENDOR TOTAL:						291.70						
VENDOR: 189 BANCORPSOUTH-2012 BONDS												
6/01/19	06/05/19		0 2.6M GO Bond Payment		06/19/19	16904.52	.00	CHK				
VENDOR TOTAL:						16904.52						
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE												
664236 - 6/01/19	06/06/19		0 Loan-Mini Excavator		06/19/19	3799.59	.00	CHK				
VENDOR TOTAL:						3799.59						
VENDOR: 202 BELL BUILDING SUPPLY												
257466	06/10/19	3140	Supplies		06/19/19	40.10	.00	ACH				
257764	06/10/19	3143	Material		06/19/19	44.37	.00	ACH				
VENDOR TOTAL:						84.47						
VENDOR: 220 CENTRAL PIPE SUPPLY												
180776.001	06/10/19	3117	Repair Clamps		06/19/19	796.80	.00	ACH				
VENDOR TOTAL:						796.80						
VENDOR: 232 BAGWELL ENTERPRISES LLC												
MAY 2019	06/11/19		0 Meter Reading		06/19/19	9397.60	.00	ACH				
MAY 2019-GPS	06/11/19		0 Meter Reading		06/19/19	1009.60	.00	ACH				
VENDOR TOTAL:						10407.20						
VENDOR: 305 DIXIE WHOLESALE WATERWORKS												
498226	06/10/19	3153	Parts		06/19/19	3096.00	.00	ACH				
VENDOR TOTAL:						3096.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 307 CITY OF STARKVILLE											
MAY 2019-EXP	06/06/19	0 Due to City - May 2019		06/19/19	8700.23	.00	CHK				
MAY 2019-SALARY	06/06/19	0 Reimb City Salaries		06/19/19	6405.37	.00	CHK				
VENDOR TOTAL:					15105.60						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3191476	06/10/19	3048 Parts		06/19/19	750.00	.00	CHK				
3191682	06/10/19	3094 Material		06/19/19	628.00	.00	CHK				
3191742	06/10/19	3094 Material		06/19/19	252.00	.00	CHK				
3191784	06/10/19	3120 Parts		06/19/19	3095.60	.00	CHK				
3191857	06/10/19	3142 Material		06/19/19	1152.00	.00	CHK				
3191881	06/10/19	3142 Parts		06/19/19	3708.00	.00	CHK				
VENDOR TOTAL:					9585.60						
VENDOR: 400 IVY AUTO PARTS											
052319	06/10/19	3124 Supplies		06/19/19	29.98	.00	ACH				
052819	06/10/19	3137 Battery		06/19/19	250.99	.00	ACH				
VENDOR TOTAL:					280.97						
VENDOR: 494 ELECTRIC MOTOR											
0121728	06/10/19	3060 Service Call		06/19/19	1926.18	.00	ACH				
VENDOR TOTAL:					1926.18						
VENDOR: 604 FASTENAL											
MSSTA85389	06/10/19	3160 Supplies		06/19/19	4894.86	.00	ACH				
MSSTA85876	06/10/19	3162 Supplies		06/19/19	1499.99	.00	ACH				
VENDOR TOTAL:					6394.85						
VENDOR: 606 4-COUNTY EPA											
5/01-6/01/19	06/11/19	0 Utilities expense		06/19/19	10295.61	.00	CHK				
VENDOR TOTAL:					10295.61						
VENDOR: 608 FLUID ENGINEERING, INC.											
10131500	06/10/19	3027 Parts		06/19/19	2115.82	.00	ACH				
VENDOR TOTAL:					2115.82						

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VENDOR: 620 G & C SUPPLY CO., INC.												
6735712	06/10/19	3053	Supplies		06/19/19	820.20	.00	ACH				
6736289	06/10/19	3089	Parts		06/19/19	349.00	.00	ACH				
6736823	06/10/19	3082	Supplies		06/19/19	3516.00	.00	ACH				
6736965	06/10/19	3062	Parts		06/19/19	5424.74	.00	ACH				
6737273	06/10/19	3091	Parts		06/19/19	1780.00	.00	ACH				
6737274	06/10/19	3037	Parts		06/19/19	199.60	.00	ACH				
6737476	06/10/19	3091	Parts		06/19/19	65.28	.00	ACH				
6738308	06/10/19	3129	Parts		06/19/19	405.00	.00	ACH				
VENDOR TOTAL:						12559.82						
VENDOR: 637 FISHER SCIENTIFIC												
6181075	06/10/19	3099	Supplies		06/19/19	683.57	.00	CHK				
VENDOR TOTAL:						683.57						
VENDOR: 641 FLUID PROCESS & PUMPS, LLC												
19542	06/10/19	3156	Parts		06/19/19	1948.44	.00	CHK				
VENDOR TOTAL:						1948.44						
VENDOR: 702 HACH												
11483338,1148282	06/10/19	3097	Supplies		06/19/19	2658.11	.00	ACH				
VENDOR TOTAL:						2658.11						
VENDOR: 736 GUARDIAN LOCK & KEY INC												
5349	06/10/19	3159	Gate Keys		06/19/19	32.50	.00	ACH				
VENDOR TOTAL:						32.50						
VENDOR: 1037 KUSTERS ZIMA CORPORATION												
13482	06/11/19	3049	Repairs to bar screen		06/19/19	1728.64	.00	CHK				
VENDOR TOTAL:						1728.64						
VENDOR: 1106 LESLIE DEAN												
238-239	06/06/19	0	Maintenance		06/19/19	2300.00	.00	ACH				
VENDOR TOTAL:						2300.00						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1168	LEE'S	PRECAST CONCRETE									
122763	06/10/19	3139	Parts		06/19/19	675.00	.00	ACH				
					VENDOR TOTAL:	675.00						
VENDOR:	1312	MSDEQ										
UST-00023515	06/11/19	0	Tank regulatory fee		06/19/19	200.00	.00	CHK				
					VENDOR TOTAL:	200.00						
VENDOR:	1322	MMC MATERIALS, INC.										
596476	06/10/19	3086	Material		06/19/19	250.00	.00	CHK				
596610	06/10/19	3086	Material		06/19/19	312.50	.00	CHK				
598725	06/10/19	3152	Material		06/19/19	125.00	.00	CHK				
					VENDOR TOTAL:	687.50						
VENDOR:	1335	VERIZON CONNECT NWF, INC.										
OSV00001778960	06/11/19	0	Vehicle services-CITY206		06/19/19	990.24	.00	CHK				
					VENDOR TOTAL:	990.24						
VENDOR:	1341	MS DEVELOPMENT AUTHORITY										
6/01/19	06/06/19	0	CAP Loan Payments		06/19/19	22011.45	.00	CHK				
					VENDOR TOTAL:	22011.45						
VENDOR:	1392	NUNLEY TRUCKING CO, INC.										
26090	06/10/19	3151	Material		06/19/19	1424.43	.00	CHK				
					VENDOR TOTAL:	1424.43						
VENDOR:	1525	OKTIBBEHA COUNTY COOP										
545751	06/10/19	3132	Uniforms		06/19/19	110.96	.00	ACH				
546608	06/10/19	3149	Material		06/19/19	37.80	.00	ACH				
549149	06/10/19	3149	Supplies		06/19/19	403.04	.00	ACH				
550082	06/10/19	3154	Uniform		06/19/19	287.41	.00	ACH				
					VENDOR TOTAL:	839.21						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1884 STARKVILLE GARBAGE												
5/28/19	06/06/19		0 Garbage disposal-600137		06/19/19	94.50	.00	CHK				
VENDOR TOTAL:						94.50						
VENDOR: 1905 STARKVILLE AUTO PARTS												
123435	06/10/19		3063 Supplies		06/19/19	22.68	.00	CHK				
123537,123540,12	06/10/19		2984 Supplies		06/19/19	803.09	.00	CHK				
123629,123632,12	06/10/19		3087 Supplies		06/19/19	216.95	.00	CHK				
VENDOR TOTAL:						1042.72						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY												
3103387	06/10/19		3126 Parts		06/19/19	171.22	.00	ACH				
VENDOR TOTAL:						171.22						
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY												
45615	06/10/19		3158 Office Supplies		06/19/19	37.86	.00	ACH				
VENDOR TOTAL:						37.86						
VENDOR: 2001 TAYLOR POWER SYSTEMS INC.												
2481769,2481770,	06/10/19		3161 Repair		06/19/19	3928.53	.00	CHK				
VENDOR TOTAL:						3928.53						
VENDOR: 2009 TERRY STIDHAM CONSTRUCTION												
394709, 712	06/07/19		0 Water line repairs		06/19/19	3402.00	.00	ACH				
VENDOR TOTAL:						3402.00						
VENDOR: 2018 TRADE AMERICA												
23343	06/10/19		3131 Supplies		06/19/19	1014.00	.00	ACH				
23346	06/10/19		3131 Supplies		06/19/19	457.25	.00	ACH				
VENDOR TOTAL:						1471.25						
VENDOR: 2104 UPS												
24W1X6209,6219	06/06/19		0 Postage		06/19/19	59.84	.00	CHK				
24W1X6229	06/07/19		0 Postage		06/19/19	29.46	.00	CHK				

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR TOTAL:						89.30						
VENDOR: 2111 USA BLUEBOOK												
899557	06/10/19		3101 Material		06/19/19	1037.59	.00	ACH				
904834	06/10/19		3122 Incubator		06/19/19	4345.50	.00	ACH				
VENDOR TOTAL:						5383.09						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1046211	06/10/19		3150 Testing		06/19/19	234.00	.00	ACH				
1046278	06/10/19		3150 Testing		06/19/19	847.60	.00	ACH				
VENDOR TOTAL:						1081.60						
VENDOR: 2210 VERIZON WIRELESS												
9831185543	06/11/19		0 Phone bill 2821-03		06/19/19	850.48	.00	CHK				
VENDOR TOTAL:						850.48						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
51580	06/10/19		3155 Supplies		06/19/19	26.00	.00	ACH				
VENDOR TOTAL:						26.00						
VENDOR: 99009799 KODY DUPRE												
5/23/19	06/06/19		0 Reimb Training Class		06/19/19	348.64	.00	ACH				
VENDOR TOTAL:						348.64						
GRAND TOTAL:						148169.96						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	100	APPA										
329840	06/07/19		0 Annual Dues		06/19/19	17764.09	.00	CHK				
VENDOR TOTAL:						17764.09						
VENDOR:	125	AT & T										
1007 - 6/01/19	06/11/19		0 Phones		06/19/19	213.29	.00	CHK				
3600 - 5/22/19	06/05/19		0 Phone bill		06/19/19	187.17	.00	CHK				
5039 - 5/22/19	06/05/19		0 Phone bill		06/19/19	675.85	.00	CHK				
VENDOR TOTAL:						1076.31						
VENDOR:	131	ALTEC INDUSTRIES, INC.										
1077,095,9111	06/11/19		8718 Parts and Repairs		06/19/19	1670.66	.00	ACH				
VENDOR TOTAL:						1670.66						
VENDOR:	139	ACC BUSINESS										
191304881-5/27	06/05/19		0 Internet services		06/19/19	1361.44	.00	ACH				
VENDOR TOTAL:						1361.44						
VENDOR:	190	BALDWIN LIGHTING, INC.										
7794	06/11/19		8651 Concrete Poles		06/19/19	10458.00	.00	ACH				
VENDOR TOTAL:						10458.00						
VENDOR:	218	BOGGS, INC.										
17934	06/11/19		8692 Material		06/19/19	1171.20	.00	ACH				
VENDOR TOTAL:						1171.20						
VENDOR:	283	CHANCELLOR SUPPLY INC.										
050009095-04	06/11/19		8495 Material		06/19/19	557.50	.00	CHK				
VENDOR TOTAL:						557.50						
VENDOR:	303	C SPIRE WIRELESS										
5/01-5/31/19	06/11/19		0 Phone bill		06/19/19	924.18	.00	CHK				
VENDOR TOTAL:						924.18						

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VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
JUNE 2019-TAX	06/07/19		0 Tax Equivalency		06/19/19	113750.00	.00	CHK				
MAY 2019-ADMIN	06/05/19		0 Administrative Fees		06/19/19	11808.16	.00	CHK				
VENDOR TOTAL:						125558.16						
VENDOR: 307 CITY OF STARKVILLE												
MAY 2019-EXP	06/05/19		0 Due to City - May 2019		06/19/19	5119.18	.00	CHK				
VENDOR TOTAL:						5119.18						
VENDOR: 348 DELL MARKETING L.P.												
6/01/19	06/11/19		0 Computer software		06/19/19	427.40	.00	CHK				
VENDOR TOTAL:						427.40						
VENDOR: 352 COLUMBUS FIRE SERVICE												
4813051319,25891	06/11/19		8677 Yearly Fire Inspection		06/19/19	2850.50	.00	ACH				
VENDOR TOTAL:						2850.50						
VENDOR: 604 FASTENAL COMPANY												
MSTAT85513	06/11/19		8655 Parts		06/19/19	582.52	.00	ACH				
VENDOR TOTAL:						582.52						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
1018-107673	06/11/19		8703 Oil Change		06/19/19	55.30	.00	CHK				
VENDOR TOTAL:						55.30						
VENDOR: 696 GARNER LUMLEY ELECTRIC												
559676	06/11/19		8693 Materials		06/19/19	5832.00	.00	ACH				
VENDOR TOTAL:						5832.00						
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE												
053119	06/11/19		8715 Landfill Charge		06/19/19	703.35	.00	ACH				
VENDOR TOTAL:						703.35						

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VENDOR: 801 NEOPOST												
1593 - 5/27/19	06/05/19		0 Postage		06/19/19	500.00	.00	CHK				
VENDOR TOTAL:						500.00						
VENDOR: 907 INDOFF, INC.												
3250330	06/11/19		8698 Office Supplies		06/19/19	91.23	.00	ACH				
VENDOR TOTAL:						91.23						
VENDOR: 1106 LESLIE DEAN												
237	06/05/19		0 Maintenance		06/19/19	250.00	.00	ACH				
VENDOR TOTAL:						250.00						
VENDOR: 1205 LOWE'S												
052919	06/11/19		8716 Material		06/19/19	485.23	.00	CHK				
VENDOR TOTAL:						485.23						
VENDOR: 1217 LIGHTS AND BALLASTS LLC												
219101	06/07/19		0 Light replacements		06/19/19	250.50	.00	ACH				
VENDOR TOTAL:						250.50						
VENDOR: 1231 TERRY KEMP												
6/11/19	06/11/19		0 Travel expense reimbursement		06/19/19	963.40	.00	ACH				
VENDOR TOTAL:						963.40						
VENDOR: 1239 LOLLEY REAL ESTATE												
JUNE 2019	06/07/19		0 Storage Rental		06/19/19	900.00	.00	ACH				
VENDOR TOTAL:						900.00						
VENDOR: 1319 MONTS PAPER & PACKAGING												
348252	06/05/19		0 Office supplies		06/19/19	213.26	.00	ACH				
348253	06/11/19		8664 Uniforms		06/19/19	497.70	.00	ACH				
VENDOR TOTAL:						710.96						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 06/19/19 ACCOUNT 23200

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1321	MSU-FACILITIES MGMT DEPT									
5/23/19	06/07/19	0 Annual Radio Tower Maintenanc		06/19/19	5425.00	.00	CHK				
		VENDOR TOTAL:			5425.00						
VENDOR:	1393	NATIONAL BUSINESS FURNITURE									
CV961642-OFM	06/07/19	0 Office Furniture		06/19/19	3747.40	.00	CHK				
		VENDOR TOTAL:			3747.40						
VENDOR:	1400	NESCO									
S2323604,2323912	06/11/19	8701 Supplies		06/19/19	1677.93	.00	ACH				
		VENDOR TOTAL:			1677.93						
VENDOR:	1406	NORTHEAST EXTERMINATING									
053119	06/11/19	8709 Pest Control		06/19/19	60.00	.00	ACH				
		VENDOR TOTAL:			60.00						
VENDOR:	1408	FUSION LLC									
191515479	06/07/19	0 Phone bill		06/19/19	489.35	.00	ACH				
		VENDOR TOTAL:			489.35						
VENDOR:	1415	NMPAA									
18 - 5/22/19	06/11/19	0 Annual Dues		06/19/19	100.00	.00	CHK				
		VENDOR TOTAL:			100.00						
VENDOR:	1421	NTG LLC									
10120	06/07/19	0 Internet phone hosting		06/19/19	650.00	.00	ACH				
		VENDOR TOTAL:			650.00						
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
544676	06/11/19	8699 Supplies		06/19/19	29.99	.00	ACH				
		VENDOR TOTAL:			29.99						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 1527 OKT. BOARD OF SUPERVISORS													
6/06/19	06/07/19		0 After-hours Answering Servic		06/19/19	7200.00	.00	CHK					
VENDOR TOTAL:						7200.00							
VENDOR: 1531 MDR CONSTRUCTION, INC.													
29-24411,29-2431	06/11/19		8708 Contractor Payment Hospital		06/19/19	31081.50	.00	ACH					
VENDOR TOTAL:						31081.50							
VENDOR: 1536 PALMER'S SERVICE CENTER LLC													
053019	06/11/19		8702 Monthly Fleet Service		06/19/19	2882.14	.00	ACH					
VENDOR TOTAL:						2882.14							
VENDOR: 1679 PITNEY BOWES													
9834 - 6/02/19	06/05/19		0 Postage		06/19/19	29.99	.00	CHK					
VENDOR TOTAL:						29.99							
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD													
6/03/19	06/11/19		0 Supplies,Software,Travel		06/19/19	2917.87	.00	CHK					
VENDOR TOTAL:						2917.87							
VENDOR: 1818 UNITED RENTALS, INC.													
94361631-138	06/11/19		8704 Monthly Rental		06/19/19	1000.00	.00	ACH					
VENDOR TOTAL:						1000.00							
VENDOR: 1883 RICH PRINTING INC													
189935	06/05/19		0 Bill Inserts		06/19/19	879.00	.00	CHK					
VENDOR TOTAL:						879.00							
VENDOR: 1886 SEDC													
26309	06/11/19		0 Billing services		06/19/19	31722.56	.00	ACH					
VENDOR TOTAL:						31722.56							

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1887 S & S LINE SERVICE INC											
2030-2031	06/05/19		0 ROW Clearing		06/19/19	6413.60	.00	ACH			
2032-2033	06/11/19		0 ROW Clearing		06/19/19	5848.10	.00	ACH			
VENDOR TOTAL:						12261.70					
VENDOR: 1927 STAPLES BUSINESS CREDIT											
5/25/19 STMT	06/05/19		0 Office supplies		06/19/19	2433.52	.00	CHK			
VENDOR TOTAL:						2433.52					
VENDOR: 1931 STARKVILLE SANITATION DEPT											
MAY 2019	06/07/19		0 Sanitation Collections-May 2		06/19/19	303287.38	.00	CHK			
VENDOR TOTAL:						303287.38					
VENDOR: 1933 STARKVILLE WATER DEPT											
MAY 2019	06/07/19		0 Collections - May 2019		06/19/19	630497.14	.00	ACH			
VENDOR TOTAL:						630497.14					
VENDOR: 1940 STUART C. IRBY											
SO11377837.01	06/11/19		8694 Material		06/19/19	1292.40	.00	ACH			
VENDOR TOTAL:						1292.40					
VENDOR: 2003 TEAMVIEWER GMBH											
2105495816	06/07/19		0 Teamviewer Software		06/19/19	330.00	.00	CHK			
VENDOR TOTAL:						330.00					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
30939	06/07/19		0 Education and training		06/19/19	784.50	.00	ACH			
VENDOR TOTAL:						784.50					
VENDOR: 2116 UTILITECH											
2237	06/05/19		0 Product Development and Supp		06/19/19	500.00	.00	ACH			
VENDOR TOTAL:						500.00					

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
FOR: 06/19/19 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2122 UPCHURCH SERVICES LLC												
142513	06/05/19		0 AC Testing		06/19/19	428.75	.00	CHK				
VENDOR TOTAL:						428.75						
VENDOR: 2210 VERIZON WIRELESS												
9830860422	06/05/19		0 AMI M2M Data Usage		06/19/19	566.67	.00	CHK				
9831185541	06/11/19		0 Phone bill 2821-01		06/19/19	2306.56	.00	CHK				
9831185542	06/11/19		0 Phone bill 2821-02		06/19/19	146.31	.00	CHK				
VENDOR TOTAL:						3019.54						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
51581	06/05/19		0 Water		06/19/19	24.30	.00	ACH				
CLR0619-278	06/06/19		0 Water		06/19/19	20.00	.00	ACH				
VENDOR TOTAL:						44.30						
VENDOR: 99009767 ORLANDO SMITH												
6/07/19	06/07/19		0 Advanced Travel expense		06/19/19	319.00	.00	ACH				
VENDOR TOTAL:						319.00						
VENDOR: 99009965 ELECTRONIC SERVICES INC												
C32784	06/07/19		0 Network cable installation		06/19/19	900.00	.00	CHK				
VENDOR TOTAL:						900.00						
GRAND TOTAL:						1226254.07						



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 6-18-2019
PAGE: 1

SUBJECT: Request approval of the May 2019 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,
Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of the May 2019 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,681,250.00	7,681,250.00	186,149.90	6,834,731.59	-846,518.41	88.98 %
220 - LICENSES AND PERMITS	251,500.00	251,500.00	26,100.45	171,995.05	-79,504.95	68.39 %
230 - INTERGOVERNMENTAL REVENUES	9,531,900.00	9,919,325.00	734,561.74	7,030,016.99	-2,889,308.01	70.87 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	200.00	200.00	0.00	0.00	-200.00	0.00 %
330 - FINES AND FORFEITS	590,000.00	590,000.00	45,365.49	303,404.99	-286,595.01	51.42 %
340 - MISCELLANEOUS	268,500.00	386,985.00	57,993.75	380,066.87	-6,918.13	98.21 %
360 - CHARGES FOR SERVICES	38,550.00	48,550.00	516.00	39,280.52	-9,269.48	80.91 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,406,200.00	3,436,200.00	114,546.38	1,173,660.27	-2,262,539.73	34.16 %
Department: 000 - UNDESIGNATED Total:	21,768,100.00	22,314,010.00	1,165,233.71	15,933,156.28	-6,380,853.72	71.40 %
Revenue Total:	21,768,100.00	22,314,010.00	1,165,233.71	15,933,156.28	-6,380,853.72	71.40 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,625.00	207,625.00	17,470.95	134,642.02	72,982.98	64.85 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	558.97	8,170.52	12,829.48	38.91 %
Department: 100 - BOARD OF ALDERMEN Total:	228,625.00	228,625.00	18,029.92	142,812.54	85,812.46	62.47 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,015.00	329,440.00	39,400.29	235,390.33	94,049.67	71.45 %
500 - SUPPLIES	11,000.00	11,000.00	494.79	5,519.21	5,480.79	50.17 %
600 - CONTRACTUAL SERVICES	21,000.00	22,500.00	1,465.67	15,344.47	7,155.53	68.20 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	300.00	3,282.49	1,717.51	65.65 %
Department: 110 - MUNICIPAL COURT Total:	400,015.00	367,940.00	41,660.75	259,536.50	108,403.50	70.54 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	133.56	939.84	560.16	62.66 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	133.56	939.84	560.16	62.66 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	151,715.00	151,715.00	17,738.03	103,672.00	48,043.00	68.33 %
500 - SUPPLIES	2,600.00	2,600.00	17.98	589.78	2,010.22	22.68 %
600 - CONTRACTUAL SERVICES	99,250.00	100,250.00	15,845.68	104,657.24	-4,407.24	104.40 %
Department: 120 - MAYORS OFFICE Total:	253,565.00	254,565.00	33,601.69	208,919.02	45,645.98	82.07 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	289,735.00	289,735.00	32,533.86	202,524.75	87,210.25	69.90 %
500 - SUPPLIES	2,500.00	2,500.00	65.00	65.00	2,435.00	2.60 %
600 - CONTRACTUAL SERVICES	68,500.00	78,500.00	4,962.29	64,195.64	14,304.36	81.78 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	7,609.47	20,145.77	44,854.23	30.99 %
Department: 123 - IT Total:	425,735.00	435,735.00	45,170.62	286,931.16	148,803.84	65.85 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	1,000.00	1,000.00	101.09	852.30	147.70	85.23 %
600 - CONTRACTUAL SERVICES	4,000.00	4,000.00	2,920.00	2,920.00	1,080.00	73.00 %
Department: 130 - ELECTIONS Total:	5,000.00	5,000.00	3,021.09	3,772.30	1,227.70	75.45 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	388,600.00	388,600.00	43,386.63	265,357.04	123,242.96	68.29 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	35,897.00	85,897.00	-897.00	101.06 %
Department: 142 - CITY CLERKS OFFICE Total:	473,600.00	473,600.00	79,283.63	351,254.04	122,345.96	74.17 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	178.36	4,821.64	3.57 %
500 - SUPPLIES	12,000.00	12,000.00	128.87	4,129.18	7,870.82	34.41 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	32,000.00	32,000.00	634.33	12,780.03	19,219.97	39.94 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	429.99	2,038.97	-38.97	101.95 %
Department: 145 - OTHER ADMINISTRATIVE Total:	51,000.00	51,000.00	1,193.19	19,126.54	31,873.46	37.50 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	350.00	5,072.50	1,927.50	72.46 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	350.00	5,072.50	1,927.50	72.46 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,985.00	67,985.00	7,741.56	46,449.36	21,535.64	68.32 %
Department: 160 - ATTORNEY AND STAFF Total:	67,985.00	67,985.00	7,741.56	46,449.36	21,535.64	68.32 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	165,000.00	167,000.00	15,179.60	104,480.32	62,519.68	62.56 %
Department: 169 - LEGAL Total:	165,000.00	167,000.00	15,179.60	104,480.32	62,519.68	62.56 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	218,675.00	218,675.00	24,865.91	151,500.27	67,174.73	69.28 %
500 - SUPPLIES	7,000.00	6,000.00	58.96	704.18	5,295.82	11.74 %
600 - CONTRACTUAL SERVICES	30,630.40	43,130.40	3,193.48	31,558.50	11,571.90	73.17 %
Department: 180 - HUMAN RESOURCES Total:	256,305.40	267,805.40	28,118.35	183,762.95	84,042.45	68.62 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	256,420.00	208,965.00	28,938.50	119,331.61	89,633.39	57.11 %
500 - SUPPLIES	3,500.00	3,500.00	225.00	1,363.35	2,136.65	38.95 %
600 - CONTRACTUAL SERVICES	53,750.00	78,750.00	2,124.69	41,240.45	37,509.55	52.37 %
900 - CAPITAL OUTLAY	16,500.00	16,500.00	0.00	10,764.00	5,736.00	65.24 %
Department: 190 - CITY PLANNER Total:	330,170.00	307,715.00	31,288.19	172,699.41	135,015.59	56.12 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	6,000.00	399.76	3,773.80	2,226.20	62.90 %
600 - CONTRACTUAL SERVICES	85,000.00	87,500.00	10,457.28	62,899.30	24,600.70	71.88 %
800 - DEBT SERVICE	0.00	3,600.00	896.50	2,689.50	910.50	74.71 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	90,000.00	97,100.00	11,753.54	69,362.60	27,737.40	71.43 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	36,250.00	25,000.00	0.00	23,742.04	1,257.96	94.97 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	440.00	1,560.00	22.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	57,696.00	4,232.00	93.17 %
990 - TRANSFERS	62,500.00	32,500.00	0.00	20,000.00	12,500.00	61.54 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	162,678.00	121,428.00	0.00	101,878.04	19,549.96	83.90 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	43,500.00	3,650.00	38,529.00	4,971.00	88.57 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	43,500.00	3,650.00	38,529.00	4,971.00	88.57 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	203,545.00	241,470.00	29,004.90	145,875.27	95,594.73	60.41 %
500 - SUPPLIES	2,050.00	2,900.00	84.82	2,346.09	553.91	80.90 %
600 - CONTRACTUAL SERVICES	18,500.00	18,925.00	2,873.66	8,523.22	10,401.78	45.04 %
800 - DEBT SERVICE	5,245.00	5,245.00	436.96	3,495.60	1,749.40	66.65 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	232,340.00	271,540.00	32,400.34	160,240.18	111,299.82	59.01 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	107,235.00	107,235.00	12,513.73	75,847.34	31,387.66	70.73 %
Department: 200 - POLICE ADMINISTRATION Total:	107,235.00	107,235.00	12,513.73	75,847.34	31,387.66	70.73 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,804,865.00	3,804,865.00	441,612.37	2,610,749.92	1,194,115.08	68.62 %
500 - SUPPLIES	426,000.00	416,000.00	29,328.21	263,564.68	152,435.32	63.36 %
600 - CONTRACTUAL SERVICES	422,350.00	464,230.00	33,827.89	316,169.45	148,060.55	68.11 %
800 - DEBT SERVICE	110,288.00	110,288.00	27,571.98	82,715.94	27,572.06	75.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	17,851.64	32,148.36	35.70 %
Department: 201 - POLICE DEPARTMENT Total:	4,813,503.00	4,845,383.00	532,340.45	3,291,051.63	1,554,331.37	67.92 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	0.00	0.00	990.00	990.00	-990.00	0.00 %
Department: 230 - POLICE TRAINING Total:	0.00	0.00	990.00	990.00	-990.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	284,730.00	284,730.00	30,169.87	197,579.73	87,150.27	69.39 %
Department: 245 - DISPATCHERS Total:	284,730.00	284,730.00	30,169.87	197,579.73	87,150.27	69.39 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	112,825.00	112,825.00	11,835.03	51,284.12	61,540.88	45.45 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 254 - DUI GRANT Total:	114,325.00	114,325.00	11,835.03	51,284.12	63,040.88	44.86 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	105,165.00	105,165.00	11,930.86	72,538.76	32,626.24	68.98 %
Department: 260 - FIRE ADMINISTRATION Total:	105,165.00	105,165.00	11,930.86	72,538.76	32,626.24	68.98 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,513,530.00	3,513,530.00	425,207.85	2,595,773.23	917,756.77	73.88 %
500 - SUPPLIES	100,350.00	100,350.00	8,370.87	75,404.10	24,945.90	75.14 %
600 - CONTRACTUAL SERVICES	318,510.00	322,610.00	38,468.25	223,760.09	98,849.91	69.36 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	-6,800.00	0.00	32,791.96	-39,591.96	-482.23 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	0.00	8,903.36	66,096.64	11.87 %
Department: 261 - FIRE DEPARTMENT Total:	4,007,390.00	4,004,690.00	472,046.97	2,936,632.74	1,068,057.26	73.33 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	220,050.00	249,535.00	26,270.68	165,400.41	84,134.59	66.28 %
500 - SUPPLIES	6,700.00	6,700.00	304.85	2,044.18	4,655.82	30.51 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	1,780.83	11,059.79	13,440.21	45.14 %
800 - DEBT SERVICE	6,940.00	6,940.00	888.32	7,106.62	-166.62	102.40 %
Department: 281 - BUILDING/CODES OFFICE Total:	258,190.00	287,675.00	29,244.68	185,611.00	102,064.00	64.52 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	14,000.00	24,050.00	600.72	19,957.87	4,092.13	82.98 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	14,000.00	24,050.00	600.72	19,957.87	4,092.13	82.98 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	779,040.00	784,040.00	62,786.45	424,339.31	359,700.69	54.12 %
500 - SUPPLIES	194,500.00	192,500.00	20,373.68	89,010.70	103,489.30	46.24 %
600 - CONTRACTUAL SERVICES	78,000.00	81,575.00	18,780.84	74,814.01	6,760.99	91.71 %
800 - DEBT SERVICE	44,865.00	44,865.00	451.37	25,529.03	19,335.97	56.90 %
900 - CAPITAL OUTLAY	10,000.00	28,000.00	0.00	27,596.00	404.00	98.56 %
Department: 301 - STREET DEPARTMENT Total:	1,106,405.00	1,130,980.00	102,392.34	641,289.05	489,690.95	56.70 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	490,000.00	490,000.00	57,432.26	306,588.08	183,411.92	62.57 %
Department: 302 - STREET LIGHTING Total:	490,000.00	490,000.00	57,432.26	306,588.08	183,411.92	62.57 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	87,930.00	87,930.00	9,888.57	61,155.58	26,774.42	69.55 %
500 - SUPPLIES	5,500.00	3,400.00	422.50	436.50	2,963.50	12.84 %
600 - CONTRACTUAL SERVICES	5,750.00	7,950.00	112.18	5,695.32	2,254.68	71.64 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	93,750.00	31,250.00	75.00 %
Department: 360 - ANIMAL CONTROL Total:	224,180.00	224,280.00	10,423.25	161,037.40	63,242.60	71.80 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	15,000.00	5,000.00	75.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	15,000.00	5,000.00	75.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	749,545.00	749,545.00	95,216.64	522,204.83	227,340.17	69.67 %

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For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	137,500.00	137,500.00	44,123.19	155,333.72	-17,833.72	112.97 %
600 - CONTRACTUAL SERVICES	852,000.00	867,000.00	95,940.75	480,000.66	386,999.34	55.36 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	450.00	1,082.51	-82.51	108.25 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,740,045.00	1,755,045.00	235,730.58	1,158,621.72	596,423.28	66.02 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	2,600.00	10,100.00	0.00	7,376.85	2,723.15	73.04 %
600 - CONTRACTUAL SERVICES	2,400.00	4,900.00	217.07	552.85	4,347.15	11.28 %
Department: 552 - PARK AND REC ACTIVITIES Total:	5,000.00	15,000.00	217.07	7,929.70	7,070.30	52.86 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	5,878.05	14,121.95	29.39 %
900 - CAPITAL OUTLAY	928,000.00	1,328,000.00	184,963.36	1,036,860.56	291,139.44	78.08 %
Department: 600 - CAPITAL PROJECTS Total:	948,000.00	1,348,000.00	184,963.36	1,042,738.61	305,261.39	77.35 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,500.00	65,500.00	0.00	60,500.00	5,000.00	92.37 %
900 - CAPITAL OUTLAY	188,995.00	188,995.00	0.00	141,746.64	47,248.36	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	204,495.00	254,495.00	0.00	202,246.64	52,248.36	79.47 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,792,445.00	2,792,445.00	239,628.25	1,804,590.06	987,854.94	64.62 %
Department: 800 - DEBT SERVICE Total:	2,792,445.00	2,792,445.00	239,628.25	1,804,590.06	987,854.94	64.62 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,346,473.60	1,346,473.60	4,145.03	6,710.03	1,339,763.57	0.50 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,346,473.60	1,346,473.60	4,145.03	6,710.03	1,339,763.57	0.50 %
Expense Total:	21,773,100.00	22,319,010.00	2,289,180.48	14,334,010.78	7,984,999.22	64.22 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-5,000.00	-5,000.00	-1,123,946.77	1,599,145.50	1,604,145.50	31,982.91 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	1,176.50	9,382.50	-617.50	93.83 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,000.00	25,000.00	1,176.50	9,382.50	-15,617.50	37.53 %
Revenue Total:	25,000.00	25,000.00	1,176.50	9,382.50	-15,617.50	37.53 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	2,999.48	2,000.52	59.99 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	25,000.00	25,000.00	0.00	2,999.48	22,000.52	12.00 %
Expense Total:	25,000.00	25,000.00	0.00	2,999.48	22,000.52	12.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	1,176.50	6,383.02	6,383.02	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,651.00	110,651.00	0.00	0.00	-110,651.00	0.00 %
Department: 000 - UNDESIGNATED Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Revenue Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	9,954.64	16,045.36	38.29 %
800 - DEBT SERVICE	105,651.00	105,651.00	0.00	102,539.52	3,111.48	97.05 %
900 - CAPITAL OUTLAY	110,000.00	110,000.00	0.00	28,367.00	81,633.00	25.79 %
Department: 560 - RESTRICTED FIRE FUND Total:	244,651.00	244,651.00	0.00	140,861.16	103,789.84	57.58 %
Expense Total:	244,651.00	244,651.00	0.00	140,861.16	103,789.84	57.58 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-140,861.16	-140,861.16	0.00 %

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For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	54,987.00	-15,964.00	77.50 %
340 - MISCELLANEOUS	110,100.00	110,100.00	1,839.68	44,439.42	-65,660.58	40.36 %
360 - CHARGES FOR SERVICES	428,108.00	428,108.00	44,067.99	453,574.69	25,466.69	105.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,009,159.00	1,009,159.00	53,889.67	553,001.11	-456,157.89	54.80 %
Revenue Total:	1,009,159.00	1,009,159.00	53,889.67	553,001.11	-456,157.89	54.80 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	147,420.00	147,420.00	11,055.17	69,309.77	78,110.23	47.02 %
500 - SUPPLIES	369,000.00	369,000.00	53,650.69	319,962.70	49,037.30	86.71 %
600 - CONTRACTUAL SERVICES	116,100.00	116,100.00	21,679.29	67,115.87	48,984.13	57.81 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	9,309.34	10,690.66	46.55 %
900 - CAPITAL OUTLAY	356,639.00	356,639.00	0.00	0.00	356,639.00	0.00 %
Department: 505 - AIRPORT Total:	1,009,159.00	1,009,159.00	86,385.15	465,697.68	543,461.32	46.15 %
Expense Total:	1,009,159.00	1,009,159.00	86,385.15	465,697.68	543,461.32	46.15 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-32,495.48	87,303.43	87,303.43	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	334,242.00	334,242.00	0.00	19,039.75	-315,202.25	5.70 %
Department: 000 - UNDESIGNATED Total:	334,242.00	334,242.00	0.00	19,039.75	-315,202.25	5.70 %
Revenue Total:	334,242.00	334,242.00	0.00	19,039.75	-315,202.25	5.70 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	100,274.00	100,274.00	0.00	0.00	100,274.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	233,968.00	233,968.00	0.00	6,764.00	227,204.00	2.89 %
Department: 515 - RESTRICTED PROJECTS Total:	334,242.00	334,242.00	0.00	6,764.00	327,478.00	2.02 %
Expense Total:	334,242.00	334,242.00	0.00	6,764.00	327,478.00	2.02 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	12,275.75	12,275.75	0.00 %

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For Fiscal: 2018-2019 Period Ending: 05/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,250.00	2,800,250.00	272,809.35	2,080,764.13	-719,485.87	74.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	605,000.00	605,000.00	0.00	10,232.47	-594,767.53	1.69 %
Department: 000 - UNDESIGNATED Total:	3,405,250.00	3,405,250.00	272,809.35	2,090,996.60	-1,314,253.40	61.41 %
Revenue Total:	3,405,250.00	3,405,250.00	272,809.35	2,090,996.60	-1,314,253.40	61.41 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,078,070.00	1,086,070.00	119,037.38	794,013.97	292,056.03	73.11 %
500 - SUPPLIES	304,500.00	274,500.00	17,744.17	231,033.11	43,466.89	84.17 %
600 - CONTRACTUAL SERVICES	755,250.00	773,750.00	65,056.63	586,029.63	187,720.37	75.74 %
800 - DEBT SERVICE	97,192.00	97,192.00	12,274.35	68,060.60	29,131.40	70.03 %
900 - CAPITAL OUTLAY	399,282.00	399,282.00	4,995.00	16,903.17	382,378.83	4.23 %
Department: 322 - SANITATION DEPARTMENT Total:	2,634,294.00	2,630,794.00	219,107.53	1,696,040.48	934,753.52	64.47 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	36,125.00	36,125.00	299.99	11,999.89	24,125.11	33.22 %
500 - SUPPLIES	3,500.00	3,500.00	387.62	1,591.81	1,908.19	45.48 %
600 - CONTRACTUAL SERVICES	25,100.00	25,100.00	611.17	5,166.02	19,933.98	20.58 %
800 - DEBT SERVICE	126,686.00	126,686.00	122,636.75	249,322.07	-122,636.07	196.80 %
Department: 325 - RUBBISH Total:	191,411.00	191,411.00	123,935.53	268,079.79	-76,668.79	140.05 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	314,145.00	314,145.00	37,715.57	229,794.33	84,350.67	73.15 %
500 - SUPPLIES	36,750.00	36,750.00	989.15	11,585.58	25,164.42	31.53 %
600 - CONTRACTUAL SERVICES	47,750.00	51,250.00	13,924.30	47,719.60	3,530.40	93.11 %
800 - DEBT SERVICE	70,400.00	70,400.00	5,326.49	45,484.12	24,915.88	64.61 %
Department: 341 - LANDSCAPING Total:	469,045.00	472,545.00	57,955.51	334,583.63	137,961.37	70.80 %
Expense Total:	3,294,750.00	3,294,750.00	400,998.57	2,298,703.90	996,046.10	69.77 %
Fund: 022 - SANITATION Surplus (Deficit):	110,500.00	110,500.00	-128,189.22	-207,707.30	-318,207.30	-187.97 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	40,000.00	40,000.00	0.00	5,581.81	-34,418.19	13.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	17.76	17.76	0.00 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	5,599.57	-34,400.43	14.00 %
Revenue Total:	40,000.00	40,000.00	0.00	5,599.57	-34,400.43	14.00 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	860.00	860.00	0.00	0.00	860.00	0.00 %
500 - SUPPLIES	500.00	500.00	0.00	16.00	484.00	3.20 %
600 - CONTRACTUAL SERVICES	113,000.00	113,000.00	2,140.52	15,922.99	97,077.01	14.09 %
Department: 323 - LANDFILL Total:	114,360.00	114,360.00	2,140.52	15,938.99	98,421.01	13.94 %
Expense Total:	114,360.00	114,360.00	2,140.52	15,938.99	98,421.01	13.94 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-74,360.00	-74,360.00	-2,140.52	-10,339.42	64,020.58	13.90 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	30,000.00	30,000.00	4,188.00	33,179.48	3,179.48	110.60 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	4,188.00	33,179.48	3,179.48	110.60 %
Revenue Total:	30,000.00	30,000.00	4,188.00	33,179.48	3,179.48	110.60 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	25,869.69	52,589.54	-22,589.54	175.30 %
Department: 112 - COMPUTER ASSESMENTS Total:	30,000.00	30,000.00	25,869.69	52,589.54	-22,589.54	175.30 %
Expense Total:	30,000.00	30,000.00	25,869.69	52,589.54	-22,589.54	175.30 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-21,681.69	-19,410.06	-19,410.06	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	4,589.26	34,964.69	24,964.69	349.65 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,000,000.00	4,000,000.00	0.00	0.00	-4,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,010,000.00	4,010,000.00	4,589.26	34,964.69	-3,975,035.31	0.87 %
Revenue Total:	4,010,000.00	4,010,000.00	4,589.26	34,964.69	-3,975,035.31	0.87 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,500,000.00	2,500,000.00	293,913.37	1,135,315.43	1,364,684.57	45.41 %
900 - CAPITAL OUTLAY	1,510,000.00	1,510,000.00	0.00	0.00	1,510,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	4,010,000.00	4,010,000.00	293,913.37	1,135,315.43	2,874,684.57	28.31 %
Expense Total:	4,010,000.00	4,010,000.00	293,913.37	1,135,315.43	2,874,684.57	28.31 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-289,324.11	-1,100,350.74	-1,100,350.74	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,250.00	1,250.00	2,989.43	24,857.16	23,607.16	1,988.57 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,000,000.00	3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,001,250.00	3,001,250.00	2,989.43	24,857.16	-2,976,392.84	0.83 %
Revenue Total:	3,001,250.00	3,001,250.00	2,989.43	24,857.16	-2,976,392.84	0.83 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	2,596.50	7,403.50	25.97 %
900 - CAPITAL OUTLAY	2,991,250.00	2,991,250.00	50,105.53	1,032,027.06	1,959,222.94	34.50 %
Department: 600 - CAPITAL PROJECTS Total:	3,001,250.00	3,001,250.00	50,105.53	1,034,623.56	1,966,626.44	34.47 %
Expense Total:	3,001,250.00	3,001,250.00	50,105.53	1,034,623.56	1,966,626.44	34.47 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-47,116.10	-1,009,766.40	-1,009,766.40	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	810,000.00	810,000.00	80,238.71	583,474.14	-226,525.86	72.03 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,460,000.00	1,460,000.00	80,238.71	583,474.14	-876,525.86	39.96 %
Revenue Total:	1,460,000.00	1,460,000.00	80,238.71	583,474.14	-876,525.86	39.96 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	238,566.00	238,566.00	283,639.75	301,375.50	-62,809.50	126.33 %
900 - CAPITAL OUTLAY	971,434.00	971,434.00	5,935.00	40,706.00	930,728.00	4.19 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	225,000.00	25,000.00	90.00 %
Department: 551 - PARK & REC TOURISM Total:	1,460,000.00	1,460,000.00	289,574.75	567,081.50	892,918.50	38.84 %
Expense Total:	1,460,000.00	1,460,000.00	289,574.75	567,081.50	892,918.50	38.84 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-209,336.04	16,392.64	16,392.64	0.00 %
Report Surplus (Deficit):	31,140.00	31,140.00	-1,853,053.43	-766,934.74	-798,074.74	-2,462.86 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-5,000.00	-5,000.00	-1,123,946.77	1,599,145.50	1,604,145.50
002 - RESTRICTED POLICE FUND	0.00	0.00	1,176.50	6,383.02	6,383.02
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-140,861.16	-140,861.16
015 - AIRPORT FUND	0.00	0.00	-32,495.48	87,303.43	87,303.43
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	12,275.75	12,275.75
022 - SANITATION	110,500.00	110,500.00	-128,189.22	-207,707.30	-318,207.30
023 - LANDFILL ACCOUNT	-74,360.00	-74,360.00	-2,140.52	-10,339.42	64,020.58
107 - COMPUTER ASSESSMENTS	0.00	0.00	-21,681.69	-19,410.06	-19,410.06
303 - INDUSTRIAL PARK BOND	0.00	0.00	-289,324.11	-1,100,350.74	-1,100,350.74
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-47,116.10	-1,009,766.40	-1,009,766.40
375 - PARK AND REC TOURISM	0.00	0.00	-209,336.04	16,392.64	16,392.64
Report Surplus (Deficit):	31,140.00	31,140.00	-1,853,053.43	-766,934.74	-798,074.74



Starkville Utilities – Electric Department
Budget Year 2019 (10/2018-9/2019) Report
As of May 31, 2019

****PRELIMINARY**

	Total 2019 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,383,000	\$ 2,947,642	\$ 24,539,049	(16,843,951)	59.30%
Other Revenue	1,317,000	58,501	1,424,701	107,701	108.18%
Total Revenue	\$ 42,700,000	\$ 3,006,143	\$ 25,963,750	(16,736,250)	60.81%
<u>Expenses</u>					
Purchased Power Expense	\$ 33,269,920	\$ 2,581,907	\$ 19,650,812	13,619,108	59.06%
Payroll Expenses	2,326,444	188,100	1,516,343	810,101	65.18%
Operating Expenses	994,500	105,000	872,876	121,624	87.77%
Maintenance Expense	1,465,000	25,200	858,053	606,947	58.57%
Capital Expense	2,809,290	174,013	1,899,796	909,494	67.63%
Debt Expense	778,675	2,250	735,135	43,540	94.41%
Tax Equivalency	1,365,000	113,750	910,000	455,000	66.67%
Total Expenses	\$ 43,008,829	\$ 3,190,220	\$ 26,443,015	16,565,814	61.48%
Total Revenue Over Expenses	\$ (308,829)	\$ (184,077)	\$ (479,265)	\$ (170,436)	155.19%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2019 (10/2018-9/2019) Report
As of May 31, 2019

****PRELIMINARY**

	Total 2019 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,200,000	\$ 550,476	\$ 4,271,584	(2,928,416)	59.33%
Other Revenues	1,792,588	35,000	1,098,421	(694,167)	61.28%
Total Revenues	\$ 8,992,588	\$ 585,476	\$ 5,370,005	(3,622,583)	59.72%
<u>Expenses</u>					
Payroll Expense	\$ 1,656,003	\$ 152,706	\$ 1,197,067	458,936	72.29%
Operating Expense	1,547,000	114,711	974,596	572,404	63.00%
Maintenance Expense	1,806,000	243,663	1,321,646	484,354	73.18%
Capital Expense	2,979,000	125,200	1,219,301	1,759,699	40.93%
Debt Expense	855,643	64,261	554,523	301,120	64.81%
Total Expenses	\$ 8,843,646	\$ 700,541	\$ 5,267,133	3,576,513	59.56%
Total Revenues Over Expenses	\$ 148,942	\$ (115,065)	\$ 102,872	\$ (46,070)	69.07%

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



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 6/13/2019
PAGE: 1 of 5

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-19

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: Many of these adjustments to the original 9/30/19 budget are results of hires, GPS devices, and other grant and miscellaneous re-directing changes to the financial lines of various budgets.

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION, CONTACT: Alderwoman Sandra Sistrunk, Lesa Hardin or David Wise

SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-19



Starkville Utilities – Electric Department
Budget Year 2019 (10/2018-9/2019) Amendment

	Original Adopted Budget	Amendments	Amended Budget
<u>Revenues</u>			
1 Electric Sales	42,483,000	(1,100,000)	41,383,000
2 Forfeited Customer Discounts	150,000		150,000
3 Misc. Service Revenue	250,000		250,000
4 Interest Income	45,000		45,000
5 Rent from Electric Property	180,000		180,000
6 Water Sewer Reimbursement	600,000		600,000
7 Sanitation Reimbursement	80,000		80,000
8 City Reimbursement for Lights	-	12,000	12,000
Other Revenue	1,305,000	12,000	1,317,000
Total Revenue	43,788,000	(1,088,000)	42,700,000
<u>Expenses</u>			
9 Purchased Power Expense	34,369,920	(1,100,000)	33,269,920
<u>Payroll Expenses</u>			
10 Employee Salaries	1,597,474	30,817	1,628,291
11 Employee Overtime	95,848		95,848
12 Employer Contributions - State Retirement	273,683	(6,156)	267,528
13 Employer Contributions - Social Security	129,539	(2,990)	126,549
14 Employer Contributions - Group Insurance	229,900	(69,900)	160,000
15 Payroll Expense from Other Departments	-	48,228	48,228
Total Payroll Expenses	2,326,444	(0)	2,326,444
<u>Operating Expenses</u>			
16 City Administrative Cost Reimbursement	125,000		125,000
17 Billing Services	325,000		325,000
18 Insurance	185,000	30,000	215,000
19 Communications	70,000	5,000	75,000
Answering Service	5,000	(5,000)	-
20 Travel and Training	45,000		45,000
21 Dues	50,000		50,000
22 Office Supplies	40,000		40,000
23 Safety Supplies	25,000		25,000
24 Uniforms	25,000	10,000	35,000
25 Audit	20,000		20,000
26 Collection Fees	6,000	4,000	10,000
27 Advertising	10,000	(4,000)	6,000
28 Utilities	5,000	5,000	10,000
29 Rent	7,500		7,500
30 Postage	6,000		6,000
Total Operating Expenses	949,500	45,000	994,500



Starkville Utilities – Water & Sewer Department
Budget Year 2019 (10/2018-9/2019) Amendment

	Original Adopted Budget	Amendments	Amended Budget
Revenues			
1 Water Sales Revenue	\$ 4,500,000	\$ (300,000)	\$ 4,200,000
2 Sewer Sales Revenue	3,200,000	(200,000)	3,000,000
Total Sales Revenue	\$ 7,700,000	\$ (500,000)	\$ 7,200,000
3 Water Tap Fees	150,000	-	150,000
4 Tower Lease	317,588	-	317,588
5 MSU Income - Wastewater Treatment	110,000	80,000	190,000
6 Wastewater Revenue	20,000	-	20,000
7 Sale of Materials	50,000	(50,000)	-
8 Miscellaneous Income	25,000	75,000	100,000
9 Federal & State Grant Revenue	1,015,000	-	1,015,000
Total Other Revenue	\$ 1,687,588	\$ 105,000	\$ 1,792,588
Total Revenue	\$ 9,387,588	\$ (395,000)	\$ 8,992,588
Expenses			
Payroll Expenses			
10 Employee Wages	\$ 1,075,000	\$ (140,000)	\$ 935,000
11 Employee Overtime	107,500	20,000	127,500
12 Employer Contribution - Retirement	191,122	(18,900)	172,222
13 Employer Contribution - Social Security	90,461	(9,180)	81,281
14 Employer Contribution - Insurance	223,394	(93,394)	130,000
15 Salaries Expense to Other Depts	-	210,000	210,000
Total Payroll Expenses	\$ 1,687,477	\$ (31,474)	\$ 1,656,003
Operating Expenses			
16 City Administrative Costs	\$ 75,000		\$ 75,000
17 Rental Allocation to Electric Dept	200,000	50,000	250,000
18 Billing Services	180,000		180,000
19 Insurance	60,000	25,000	85,000
20 Communications	35,000		35,000
21 Travel & Training	10,000		10,000
22 Dues	2,000		2,000
23 Office Supplies	20,000		20,000
24 Uniforms	20,000		20,000
25 Advertising	-	1,000	1,000
26 Utilities	850,000		850,000
27 Rent	-	5,000	5,000
28 Miscellaneous Expense	20,000	(6,000)	14,000
Total Operating Expenses	\$ 1,472,000	\$ 75,000	\$ 1,547,000



Starkville Utilities – Water & Sewer Department
Budget Year 2019 (10/2018-9/2019) Amendment

		Original Adopted Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>				
29	Supplies & Small Tools	\$ 95,000	\$ 415,000	\$ 510,000
30	Gas & Oil Expense	65,000	(15,000)	50,000
31	Fire Hydrant Supplies	10,000		10,000
32	Street Maintenance Supplies	25,000		25,000
33	Chemicals	124,000		124,000
34	Contract Services	80,000		80,000
35	Contract Services - Legal	10,000		10,000
36	Contract Services - Meter Reading	25,000	100,000	125,000
37	Contract Services - Testing	12,000		12,000
38	Water Quality Analysis	50,000		50,000
39	Tank & Well Maintenance	110,000		110,000
40	Repairs & Maintenance - Infrastructure	110,000	100,000	210,000
41	Repairs & Maintenance - Shop	65,000		65,000
42	Repairs & Maintenance - Equipment	225,000		225,000
43	MSU Pump Operations & Maintenance	160,000		160,000
44	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	\$ 1,206,000	\$ 600,000	\$ 1,806,000
<u>Capital Expense</u>				
45	Construction Materials	\$ 829,000	\$ (829,000)	\$ -
46	Contract Services	425,000	(425,000)	-
47	Infrastructure Improvements	2,075,000	789,000	2,864,000
48	Asset Purchases - Building & Grounds	-		-
49	Asset Purchases - Equipment & Vehicles	115,000		115,000
	Total Capital Expenses	\$ 3,444,000	\$ (465,000)	\$ 2,979,000
<u>Debt Expense</u>				
50	Interest Expense on LTD	\$ 173,643		\$ 173,643
51	Decrease in LTD Principal	682,000		682,000
	Total Debt Expenses	\$ 855,643	\$ -	\$ 855,643
	Total Expenses	\$ 8,665,120	\$ 178,526	\$ 8,843,646
	Total Revenues Over Expenses	\$ 722,468	\$ (573,526)	\$ 148,942
<u>Capital Expense Net of Long-Term Debt Funding</u>				
	Major Construction and Rehab Work	\$ 1,500,000	\$ 789,000	\$ 2,289,000
	SCADA Wastewater Upgrades	40,000		40,000
	Roundhouse Road Sewer Replacement	535,000		535,000
	Wastewater Lagoon Project	5,000,000		5,000,000
	Total	\$ 7,075,000	\$ 789,000	\$ 7,864,000
	Less: Debt Funding Capital Projects	(5,000,000)		(5,000,000)
	Capital Expense Net of Long-Term Debt	\$ 2,075,000	\$ 789,000	\$ 2,864,000

June 18, 2019 – Post at June 30, 2019

Budget Amendments for Fiscal Year ending September 30 , 2019

Account #	Description	Debit	Credit
001-130-501-200	Special Election Supplies	750.00	
001-130-602-338	Election Mch Contract Services	4,500.00	
001-800-840-876	Bond Fees	8,750.00	
001-142-600-338	Audit and Budget Services	1,000.00	
001-145-918-805	Machinery and Equipment	500.00	
001-000-340-600	Interest Income		50,000.00
001-120-600-300	Professional Services	30,000.00	
001-230-690-552	Dispatcher Training	1,000.00	
001-180-691-505	Time Clock System	2,500.00	
001-120-690-555	Dues – City	1,000.00	
001-245-440-108	Part time Dispatchers		10,000.00
001-245-450-125	Overtime Dispatchers	10,000.00	
001-550-501-415	Sport Programs	50,000.00	
001-550-512-200	Tournament Supplies	10,000.00	
001-000-358-705	Park Fees and Registration		50,000.00
001-000-358-715	Park Advertisements Revenue		5,000.00
001-000-358-620	Restitution Received – Park		5,000.00
001-550-702-615	Reeve Foundation Grant – Park	25,000.00	
001-000-358-720	Reeve Foundation Grant – Park		25,000.00
022-341-820-874	Paid Off 2 Sanitation Trucks	22,000.00	
022-325-820-874	Paid off front loader trucks	123,000.00	
022-341-691-450	GPS Expenses – Sanitation	750.00	
022-322-990-990	Ending Balance	54,250.00	
022-000-354-612	Insurance received on trucks		200,000.00
	Totals	\$345,000.00	\$345,000.00



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

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: June 18, 2019
PAGE: 1 of

SUBJECT: Request authorization for Starkville City Hall to enter a lease and service agreement for a new NeoPost Postage machine with Memphis Communications Corporation (MCC) Mississippi.

AMOUNT & SOURCE OF FUNDING: Divided among departments based on use as in past.

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Finance and Admin

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

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION:

Move approval to authorize Starkville City Hall to enter a lease and service agreement for a new NeoPost Postage machine with Memphis Communications Corporation (MCC) Mississippi.

Communication Systems

PROPOSAL

DATE: May 14, 2019



MISSISSIPPI

114 W. JACKSON STREET
RIDGELAND, MISSISSIPPI 39157
(601) 228-1800
(866) 805-5893
www.mccmississippi.net

City of Starkville- City Clerk
110 W Main St.
Starkville, MS 39759

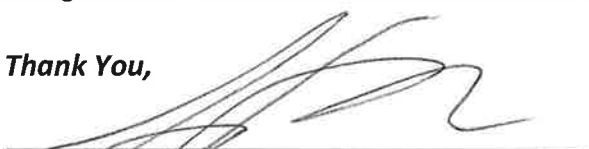
We are pleased to present the following proposal:

NEOPOST AUTOMATIC INTELLIGENT MAILING SYSTEM

DESCRIPTION	QUANTITY	TERM	TOTAL
IN600AF Digital Postage System - 110 Letters Per Minute - "Smart Start" Feeding - Envelope Sealing - Auto Thickness Adjustment up to 1/2" Thick - Includes Total Funds - Easy to Operate LED Display - Includes 25 Departmental Accounts - Programmable Tape Dispenser - Automatic Date Setting - 4-Digit Password Security - IBIP Compliant/HP Digital Printing - Customizable Text Messaging - Integrated weighing platform- 10 lbs Mail Finance to relieve existing Pitney Bowes lease #0010390127 obligation not To exceed \$1,386.00	1	63 months	\$145.00 <i>Price is before tax</i>

Shipment, F.O.B. factory will be approximately 2.3 weeks after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

Thank You,


Ashleigh Jackson 662-285-8116

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown,

☐ Consider this our order.

☐ Our purchase order _____ will follow.
(Number if Known)

By  Title  Date 

TERMS AND CONDITIONS

Terms of payment and reservation of title:

1. Terms on all productions, software, equipment (sold or rented), and maintenance agreements are cash. Supplies are net 10 days. Memphis Communications Corporation (MCC) reserves the right to ship C.O.D. to purchasers with unapproved credit ratings.
2. Purchaser hereby gives to MCC a security interest in the equipment and personal property purchased hereunder to secure payment of the total sales price. Failure to pay for the equipment or personal property described in this contract in accordance with the terms hereunder will constitute a default hereunder and MCC will be entitled to enforce all the rights and remedies allowed a secured party under T.C.A. - Sec. 47-9-101 et seq. Purchaser further agrees to execute UCC financing statements in order for MCC to perfect its security interest in the property against third parties. Upon payment in full being made hereunder, including any and all interest and/or service charges due, MCC shall file a release of UCC financing statement filed in accordance with the terms stated herein.
- ~~3. If and in the event this account is placed in the hands of an attorney for collection, by suit or otherwise or in any way to enforce its collection, purchaser agrees to pay all court costs of collection and litigation together with a reasonable attorney's fee.~~
not allowed by MS Code Section 31-7-305. [Signature]
4. Purchaser agrees to pay an interest of 1 1/2% per month (18% annual interest rate) on all past due accounts.
5. Memphis Communications Corporation is not responsible for misuse or misapplication of its products, intentional or otherwise. All warranties (implied or expressed) are that of the manufacturers. Under no such circumstances shall MCC be liable for any consequential or contingent damages.
6. Any alterations or deviation from the specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Purchaser to carry fire, tornado, and other necessary insurance on equipment or work to be performed.
7. Certain merchandise may be exchanged (subject to shelf life) upon receiving written approval from Memphis Communications Corporation. Such exchange of merchandise will be subject to a 20% restocking charge.
8. This order is non-cancelable. Any deposits, prepayments or installments cannot be refunded.

Service and Maintenance Agreements

9. As a condition of providing service, customer agrees to remain current on all future invoices including invoices for supplies as well as any other invoices between Memphis communications Corporation and customer. Should customer become delinquent on any future invoice for any reason, Memphis Communications Corporation may in its sole discretion terminate existing service agreement upon failure of customer to satisfy any and all delinquent invoices within 10 days of notice of such delinquency from Memphis Communications Corporations to customer. Upon termination for customer's failure to satisfy invoice, Memphis Communications Corporation may terminate any and all maintenance agreements without recourse or penalty and customer will still be liable for all sums due under this agreement.

Exclusions

- A. Electrical work external to the equipment is not covered. Telephone company charges to install or improve telephone lines are the responsibility of the customer. Any charges by an outside source to improve electric or network lines are the responsibility of the customer. Network wiring to improve or connect the hardware to a computer or network is not included and is the responsibility of the customer.
- B. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment is not covered. There will be additional charges for service for malfunctioning equipment when unauthorized parts, supplies, attachments or conflicting software is used with equipment.
- C. Service necessitated as a result of alterations, malfunctioning computer, or network hardware is not covered. In addition, alterations or malfunctioning computer or network operating system, application, and/or network operating software are not covered. In such event, Memphis Communications Corporation reserves the right to terminate service contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
- D. The reinstallation of drivers and/or installation of connected devices due to changes in network operating systems or malfunction of devices are not covered and will be billed at our current hourly rates.

Freight Damage and Shortage:

10. In case of damaged merchandise - mark bill of lading explaining damage and have driver sign. File claim directly with carrier or your own insurance company. If damage is concealed, call carrier and request inspection. Hold containers with packing and merchandise until agent has made an inspection report.
11. If you do not receive the correct number of cartons - note on bill of lading and have driver sign.
12. On shortages of contents inside cartons - recheck contents against quantities shown in shipped column. The apparent shortage may be a backordered item. If you are still unable to reconcile the shortage, notify us immediately. **Shortages will not be considered unless we are notified in writing within 10 days.**
13. This document incorporates the entire terms and conditions of the purchase of the products or services described on the reverse side. No verbal representations will be honored unless confirmed in writing on official MCC letterhead and signed by corporate official.

Section (A) Office Information

Office Number	Office Name	Phone #	Date
6113	MCC Mississippi	(601) 228-1800	05/14/2019

Section (B) Billing Information

Company Name	City of Starkville- City Clerk		
DBA			
Billing Address	110 W Main St.		
City State Zip+4	Starkville	MS	39759
Contact Name	Lesa Hardin	Phone	(662) 323-2525
Contact Title	CFO	Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	City of Starkville- City Clerk		
Installation Address	110 W Main St.		
City State Zip+4	Starkville	MS	39759
Contact Name	Lesa Hardin	Phone	(662) 323-2525
Contact Title	CFO	Fax	
Email Address			
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN600AFSHWP10	IN Series 600 Base w/ Autofeeder, Sealer, Catch Tray, Ink Cartridge, LAN Cable & INWP10

Section (E) Lease Payment Information & Schedule

Tax Status: ☐ Taxable ☒ Tax Exempt <i>Certificate attached</i> Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Billing Method: ☒ Standard	Number of Months First 63	Monthly Payment (Plus applicable taxes) \$145.00
	Current Lease Number:	
	☐ ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model IN600AFAI	Machine Model IN600AFSHWP1
Postage Funding Method: ☒ Bill Me ☐ Prepay by Check ☐ ACH Debit (Submit customer authorization form)	
Postage Funding Account: ☐ POC ☐ TMS ☐ New ☐ Existing Existing Account Number:	

Service Products (Check all that apply)

☒ Online Postal Rates iMeter™ App (SP10) ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats) ☐ Online E-Services iMeter™ App (SP30) ☒ NeoShip PLUS (EP70PLUS) ☒ NeoShip Install & User Guide (EP70GUIDES) ☐ RunMyMail ☐ 3G/4G Cell Service ☐ Maintenance ☒ Installation/Training ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initiated here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-v4-18), which are also available at <https://www.neopost.com/terms/commercial-equipment-lease-terms-usps-dealer-v4-18.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature

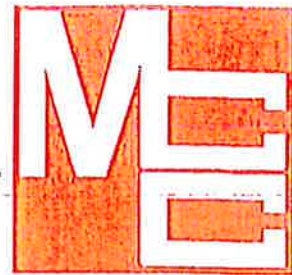
Print Name and Title

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted

Customer Information & Business Practices



MISSISSIPPI

114 W. JACKSON STREET
RIDGELAND, MISSISSIPPI 39157
(601) 228-1800
(866) 805-5893
www.mccmississippi.net

I. Maintenance Agreements

On-Site Agreements - Memphis Communications Corporation offers Maintenance Agreements for all of the equipment we sell. These maintenance agreements include all parts and labor needed to maintain equipment in proper working order. Prices for the agreements are quoted upon request. These services are performed Monday through Friday, 8:00 a.m. to 5:00 p.m. at the customer's location. Our response time goal is an average of 4.0 hours. Your copy of your Maintenance Agreement will cover all of the details.

Company name: CITY of Starkville - City Clerk

Address: 110 W. Main St., Starkville, MS

Model of equipment: IN1000AF Serial #: _____ Loc #: _____

Maintenance Agreement pricing for first year: \$ _____

Customer signature: [Signature] Date: [Signature]

Print name/title: [Signature]

Salesman's signature: _____ Print name: _____

Date: _____

I wish to purchase a Maintenance Agreement at this time _____

I do not want to purchase an agreement at this time

Reason for refusal: not needed at this time.

Note: After the 90-day warranty period, an applicable inspection fee (see non-warranty repair pricing) of \$125.00 per hour (plus any applicable parts) will be charged prior to any equipment being placed under a Maintenance Agreement. Any parts required to bring the system up to factory specifications will be replaced and billed at the current parts price.

Service calls can be placed by contacting the Customer Service Call Center at 901/257-2500.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 6-18-2019
PAGE: 1

SUBJECT: Consideration of the approval of travel for LaShonda Wilson to attend the Wednesday, June 26, Opening Session of the MML Conference in Biloxi to accept her Municipal Certified Deputy Clerk plaque with estimated cost of \$500 with advance travel.

SOURCE OF FUNDING: FY 19 Budget: 001-145-610-350

Hotel: \$318
Travel: \$100
Meals: Reimbursed

**REQUESTING
DEPARTMENT:** CCO

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

SUGGESTED MOTION: Approval of travel for LaShonda Wilson to attend the Wednesday, June 26, Opening Session of the MML Conference in Biloxi to accept her Municipal Certified Deputy Clerk plaque with estimated cost of \$500.



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request permission for Fire Chief Yarbrough to attend the Fire Rescue International Conference in Atlanta, GA on August 7-10, 2019 with advanced travel not to exceed \$1300.00. This cost of the conference includes registration, membership fee, hotel room, meals and travel. Also, permission to drive a city-owned vehicle.

AMOUNT & SOURCE OF FUNDING: line item # 001-263-600-390

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051.

SUGGESTED MOTION: Approval for Fire Chief Yarbrough to attend the Fire Rescue International Conference in Atlanta, GA on August 7-10, 2019 with advanced travel not to exceed \$1300.00. This cost of the conference includes registration, membership fee, hotel room, meals and travel. Also, permission to drive a city-owned vehicle.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: June 18, 2019

Page: 1

SUBJECT:

Request authorization to hire Alexis Robinson as a Temporary Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non Exempt \$27,040.00 (\$13.00), based on 2080 hours. This position will not be eligible for benefits, unless the candidate exceeds four and one-half consecutive months.

Per PERS regulations (Benefits-eligible employees are defined as 50% time or greater and hold positions that are expected to be active for more than 4.5 months).

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

The Board approved this position on May 21, 2019 due to an employee being out on medical leave.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Jodi Hogue, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Jodi Hogue, Municipal Court Clerk or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Alexis Robinson as a Temporary Deputy Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to hire Jalen Campbell as a seasonal maintenance worker in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$10.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-550-430-115.

AUTHORIZATION HISTORY:

The Board approved to advertise for this position on April 4, 2019.

REQUESTING DEPARTMENT:

Starkville Parks & Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jalen Campbell as a seasonal maintenance worker in the Parks and Recreation Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to hire Kendrick Bishop, Emelo Bush, and Jonirus Davis as a Maintenance Workers I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Kendrick Bishop, Non-Exempt Annual Salary of \$20,800.00 (\$10.00 per hour) based on 2080 hours.
Emelo Bush, Non-Exempt Annual Salary of \$20,800.00 (\$10.00 per hour) based on 2080 hours.
Jonirus Davis, Non-Exempt Annual Salary of \$20,800.00 (\$10.00 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

These positions were previously held by Wali Mitchell, Ladarius Nichols, and Melivn Spencer who resigned.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Calvin Ware, Sanitation & Environmental Services Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kendrick Bishop, Emelo Bush, and Jonirus Davis as a Maintenance Workers I in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: June 18, 2019

Page: 1

SUBJECT:

Request authorization to hire Mariceav Barber as a temporary Maintenance Workers I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Annual Salary of \$20,800.00 (\$10.00 per hour) based on 2080 hours. This position will not be eligible for benefits, unless the candidate exceeds four and one-half consecutive months.

Per PERS regulations (Benefits-eligible employees are defined as 50% time or greater and hold positions that are expected to be active for more than 4.5 months).

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

This position is replacing an employee while out on medical leave.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Calvin Ware, Sanitation & Environmental Services Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Mariceav Barber as a temporary Maintenance Workers I in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to advertise for Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, (2756 hours), annual salary of \$28,098.00 (\$10.50 per hour) for entry level or Grade 5, (2756 hours), annual salary of \$30,774.00 (\$11.50 per hour) for certified.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These position will be available due to the resignation of Carl Griffin and Martin Hall.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise for Firefighters in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to advertise for two (2) part-time Program Assistant positions in the Starkville Parks & Recreation Department.

AMOUNT & SOURCE OF FUNDING:

These position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. These position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-550- 430-115

AUTHORIZATION HISTORY:

These position will be used for summer youth programs, camps and classes. In the past, they have been coded as 1099, but as part of recent events in the Parks department, all contract labor arrangements are being reviewed, and where appropriate, restructured.

REQUESTING DEPARTMENT:

Starkville Parks & Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for two (2) part-time Program Assistant positions in the Starkville Parks & Recreation Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to advertise for a temporary full-time Code Enforcement Officer in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 10 - \$31,364.76 (\$15.08 per hour) to \$36,400 (\$17.50 per hour), based on 2080 hours. This position will not be eligible for benefits, unless the candidate exceeds four and one-half consecutive months.

Per PERS regulations (Benefits-eligible employees are defined as 50% time or greater and hold positions that are expected to be active for more than 4.5 months).

FISCAL NOTE:

Budgeted from line item # 001-281- 430-107

AUTHORIZATION HISTORY:

The Community Development Director is requesting the full-time temporary position while an employee is out on medical leave. This position will be full-time temporary and will continue as needed.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Sungman Kim, Director

FOR MORE INFORMATION CONTACT:

Sungman Kim, Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a temporary full-time Code Enforcement Officer in the Community Development Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 18, 2019
Page: 1

SUBJECT:

Request authorization to hire John Clark as Aircraft Lineman (FBO) in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This positions will be paid for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 015-505- 430-109

AUTHORIZATION HISTORY:

This position will replace Nick Gant who resigned.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire John Clark as Aircraft Lineman (FBO) in the Starkville Airport Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: June 18, 2019

Page: 1

SUBJECT:

Request authorization to hire Christopher Thompson and Johnnie Armstrong as a Part Time Receptionist for the Finance & Administration Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid only for actual hours worked at \$9.00 per hour. These positions will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-142-430-108

AUTHORIZATION HISTORY:

These position are replacing Kelsey Trainer and Tora Norheim who resigned

REQUESTING DEPARTMENT:

Finance & Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT:

Lesa Hardin, City Clerk or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Christopher Thompson and Johnnie Armstrong as a Part Time Receptionist for the Finance & Administration Department.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: June 18, 2019
PAGE: 1 of 5

SUBJECT: Consideration of an agreement with Terry Service, Inc., for heating, ventilation and air conditioning (HVAC) support services at the Starkville Sportsplex, and authorization for the Mayor to sign the agreement.

AMOUNT & SOURCE OF FUNDING: \$4,992.00 per year, billed quarterly at \$1,248 per quarter, from 001-550-600-300 Professional Services

AUTHORIZATION HISTORY: Terry Service has conducted quarterly inspections of the Starkville Sportsplex HVAC systems in previous years but no agreement has been in place. No changes to our current operations are expected.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Approval of contract with Terry Service, Inc. for heating, ventilation and air conditioning (HVAC) support services at the Starkville Sportsplex, and authorization for the Mayor to sign the agreement.

TERRY SERVICE, INC.

POST OFFICE BOX 1557	♦	RIDGELAND, MS 39158-1557
746 S. RIDGEWOOD ROAD	♦	RIDGELAND, MS 39157
PHONE: 601 956-9211	♦	MS WATTS: 1-800-898-0116
OFFICE FAX: 601-957-9340	♦	SERVICE FAX: 601-956-8898

SUPPORT SERVICES AGREEMENT FOR:

Starkville Sportplex

405 Lynn Lane

Starkville, MS 39759

1. FIRST PRIORITY ON EMERGENCY SERVICE REQUESTS:

Our objective is to provide prompt service to all our customers. There are times during peak service seasons when all customer requests for service cannot be met immediately. Under such circumstances, equipment covered by this agreement will be given emergency service attention priority relative to equipment not covered by similar contracts. The cost of emergency service is not included in this proposal.

2. EQUIPMENT COVERED UNDER AGREEMENT:

Equipment	Qty	Manufacturer
RTAA100 With Pumps	1	Trane
Climate Changer AHU	2	Trane
M-Series AHU	2	Trane
BCXC Blower Coil/VAV Units	6	Trane
Mini-Split	2	Mitsubishi
Tracer Summit	1	Trane
Variable Frequency Drives	4	ABB

3. PREVENTATIVE MAINTENANCE INSPECTION SCOPE:

A. Frequency of Equipment Inspections: FOUR (4) TIMES PER YEAR

1. Annual Inspection

- Cleaning of chiller condenser coils
- Belt Replacement as needed once per year.
- Tighten all electrical connections.
- Check chiller refrigerant charge per circuit.
- Check and lubricate all bearing.
- Verify system operation.
- Supply owner with a deficiency report

2. Operational Inspections

- Tighten electrical connections.
- Verify proper belt tension and alignment.
- Check and lubricate bearing if necessary.
- Verify proper low ambient operation of cooling system.
- Verify system operation.
- Supply owner with a deficiency report.

B. Inspection Procedures- Will be performed according to the equipment manufacturer's recommended procedures.

4. REPAIR SERVICE: Available 24 hours a day seven days a week including holidays over and above this service agreement per the attached Terms and Conditions. Terry Service, Inc. will guarantee a two hour response for emergency service calls.

5. TERMS AND CONDITIONS: Attached at end of this Service Agreement Proposal.

6. RENEWAL: The agreement term is for one (1) year past the contract effective date.

This quotation is subject to acceptance within thirty days from date of Service Agreement Proposal. Pricing is then subject to review. Any increase/decrease in pricing of signed Service Agreement must be submitted forty-five (45) days prior to contract renewal date.

7. CONTRACT PRICING AND ACCEPTANCE:

The price for this Service Agreement Proposal is **\$4,992.00 per year** and is payable **\$1,248.00 per quarter, net thirty days.**

Submitted by: Trey Tupman
Title: Account Manager
Date: 6/3/2019

TERRY SERVICE, INC. APPROVAL:

Signature: 
Title: Account Manager
Date: 6/10/2019

CUSTOMER ACCEPTANCE:

Signature: _____
Title: _____
Date: _____

CONTRACT EFFECTIVE DATE: 7/1/2019

CONTRACT EXPIRATION DATE: 6/30/2020

TERRY SERVICE, INC.

POST OFFICE BOX 1557	♦	RIDGELAND, MS 39158-1557
746 S. RIDGEWOOD ROAD	♦	RIDGELAND, MS 39157
PHONE: 601 956-9211	♦	MS WATTS: 1-800-898-0116
OFFICE FAX: 601-957-9340	♦	SERVICE FAX: 601-956-8898

GENERAL TERMS AND CONDITIONS

CUSTOMER OBLIGATIONS:

- A. Operate the equipment in accordance with manufacturer's recommended instructions.
- B. Promptly notify Terry Service, Inc. of any unusual operating conditions.
- C. Pay for any services and materials not specifically included in this contract.
- D. Allow Terry Service, Inc. to perform any and all approved repairs to equipment listed on Agreement on a fixed price contract or time and materials basis.

SUPPLEMENTAL CONDITIONS AND CLARIFICATIONS:

- A. This agreement includes only the labor and material needed to perform the inspection procedures and/or additional services as described in Service Agreement Proposal.
- B. This agreement does not include refrigerant, repair parts, repair labor or emergency service calls unless specifically noted in Service Agreement Proposal.
- C. Deficiencies and needed repairs may be discovered upon inspection. Upon discovery, any such condition will be brought to the Customer's attention and an estimate will be furnished for the cost of correcting the problem.
- D. Additional repair work will not be performed unless approved verbally or in writing by the Customer or his authorized representative.
- E. Applicable taxes are not included in Service Agreement Proposal pricing.
- F. Refrigerant Recovery/Recycle/Reclaim and oil disposal procedures are now required by law and will be followed by Terry Service, Inc. Personnel.

LABOR RATES AND PAYMENT TERMS:

- A. Normal working hours: 8:00 AM to 5:00 PM, Monday through Friday
- B. Overtime working hours: 5:01 PM to 7:59 AM, Monday through Friday and Weekends and Holidays.
- C. There will be a one (1) hour minimum on regular time and overtime service calls during week and a two (2) hour minimum on weekend and holidays.
- D. Service calls not covered under Service Agreement Proposal will be billed at current rates. Time starts and stops at our facility. Rates are subject to change on the 1st day of July each year. Our current rates are as follows:

Equipment Repair Mechanic Rate:	\$102.00 per hour
Overtime Mechanic Rate:	\$153.00 per hour
Truck Charge Per Service Call:	\$ 35.00

- E. Payment of each invoice will be made by Customer within thirty (30) days from its date and will not be delayed due to insurance claims or other settlements.

WARRANTIES AND LIABILITIES:

- A. Terry Service, Inc. warrants for a period of one year that all replacement parts furnished by it under this work order are free from defects in workmanship and material.
- B. The obligations and liabilities of Terry Service, Inc. under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry Service, Inc. furnished F.O.B. shipping point, or freight collect to buyer's city.
- C. Labor is warranted for ninety (90) days unless otherwise noted in repair proposals.
- D. Any further warranty must be in writing, signed by an officer of Terry Service, Inc.
- E. In no event shall Terry Service, Inc. be obligated to pay for the cost of lost refrigerant due to mechanical breakdown of equipment, leaks, or improper use of equipment.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: June 18, 2019
PAGE: 1 of 5

SUBJECT: Consideration to authorize Murphree Paving to resurface the walking path at J. L. King Senior Memorial Park for the amount of \$18,500.00, the lowest quote, and authorization for the Mayor to sign the agreement.

AMOUNT & SOURCE OF FUNDING: \$18,500.00 from 001-550-702-615 (Reeve Foundation Grant)

Funds will be covered by the Christopher and Dana Reeve Foundation Grant.

Quote 1 – Murphree Paving - \$18,500.00

Quote 2 – Falcon Contracting - \$24,750.00

Quote 3 – Mississippi Paving - \$25, 556.85

AUTHORIZATION HISTORY: Starkville Parks and Recreation Department received a \$25,000 Grant from the Christopher and Dana Reeve Foundation for accessibility improvements at J. L. King Senior Memorial Park, including the repaving of the walking track.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Approval of authorization for Murphree Paving to resurface the walking track at J. L. King Senior Memorial Park for the amount of \$18,500.00, the lowest quote, and authorization for the Mayor to sign the agreement.

Gregory Companies LLC, DBA



GREGORY COMPANIES LLC, DBA

Murphree Paving

P.O. Box 3291
Tupelo, MS 38803
Phone: (662) 844-2331
Cell: (662) 213-3827

PROPOSAL AND CONTRACT

Company Name: City of Starkville
Attention: Gary Logan
Project: JL King Park Walking Trail

6/6/2019

Gregory Companies, LLC DBA Murphree Paving offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the city of Starkville in accordance with the property located in Starkville, MS.

Description of Work:

ITEM	DESCRIPTION	QTY	UNIT	S/UNIT	TOTAL
Paving of trail at current width (8 feet)	Prior to overlay sweep walking trail and remove debris. City of Starkville responsible for changes to correct drainage. Once surface is prepped an average of 1.5 inches of Hot Mix Asphalt will be placed and compacted.	1.00	LS	\$ 18,500.00	\$ 18,500.00
Widening trail 2 feet (10 feet)	Widen trail 2 feet by excavating and removing 6 inches of existing material. Replace with 4 inches of crushed limestone for adequate base material and 2 inches of Hot Mix Asphalt. Prior to overlay of existing asphalt sweep walking trail and remove debris. City of Starkville responsible for changes to correct drainage. Once surface is prepped an average of 1.5 inches of Hot Mix Asphalt will be placed and compacted.	1.00	LS	\$ 34,795.00	\$ 34,795.00

- * Price includes one mobilization per item and any additional mobilizations will be billed at minimum of \$1500
- * Price includes applicable taxes. A bond can be provided for 1.75% of the contract amount.
- * Price includes tack to be placed between lifts of asphalt.
- * Price excludes testing unless the above description states otherwise.
- * Price excludes any remediation of poor or soft subgrade. If unsuitable subgrade is encountered remediation will be priced accordingly.
- * Price excludes any fine grading or placement of stone unless the above description states otherwise. Grades should be within +/- 0.5" before placement of asphalt.
- * Price excludes any cleaning unless the above description states otherwise.
- * Price excludes utility work, striping, and installation of signage, wheel stops, and/or speed bumps unless the above description states otherwise.
- * If any unforeseen conditions are encountered while performing the above described work, additional work to correct these issues will be discussed prior to proceeding and billed at an agreed upon rate.
- * If the project duration is projected to span 5 or more days, or if phasing is required by Gregory Companies, LLC or the customer, incremental bills may be submitted to the customer. All billing is due upon receipt.
- * If payment option is credit card 3.75% will be added to the final invoice amount.
- Respectfully, Gregory Companies, LLC is not responsible for failing subgrade and/or unstable subsurface conditions.
- Gregory Companies, LLC will not be liable for any drainage problems if existing grade has less than 2% fall.
- Gregory Companies, LLC will not be liable for any damage caused from naturally occurring events such as drought, fire, extreme wet conditions, etc.
- Unless the words "Lump Sum" (LS) appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Gregory Companies, LLC.
- This proposal is Gregory Companies, LLC's interpretation of the plans and specifications, and will be considered part of the contract if accepted.
- This proposal expires thirty (30) days from the effective date of this Proposal if not previously accepted.
- If this meets with your acceptance, including the terms and conditions set forth on the accompanying sheet, kindly sign and return the attached copy of this proposal.
- If payment is not received within 30 days of invoice date, a late fee of 1.5% will be applied to the total invoice amount compounded monthly.
- The person signing below represents that he or she is fully authorized to enter into this agreement.

Accepted By: _____

Title: _____

Date: _____

Very truly yours,

Gregory Companies LLC, DBA Murphree Paving

By: Luke Lewis

Luke Lewis- Estimator / Project Manager

GREGORY COMPANIES, LLC DBA MURPHREE PAVING
TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgement, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnity and hold us harmless under a subsequent paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, or liability resulting from the alleged damages to utilities or other facilities or objects buried beneath the surface, to sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements, and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless alleged damages arise from our sole negligence. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for any lawsuit concerning this contract is Lee County, MS and you waive any right to jurisdiction and venue in any other place.

You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorneys fees suffered or incurred on account of your breach of obligations and covenants of this contract.

Initial: _____

A detailed line drawing of a falcon's head, facing forward, with its beak slightly open. The drawing is positioned behind the company name and address.

Falcon Contracting Co., Inc.

-----P.O. Box 5044-----
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

*****Quotation*****

**Starkville Parks and Recreation
Starkville, MS
June 7, 2019**

Falcon Contracting Co., Inc., proposes to furnish the labor, materials and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Overlay of Walking Track @ JL King Park

1. Sweep and clean existing asphalt and patch back as required.
2. Mill key ways as necessary for proper paving tie ins, and haul off.
3. Overlay with 1.5" average compacted depth of SC-1 hot mix asphalt on walking track.
4. Professional clean up.

Lump Sum Price per site visit = \$24,750.00

Thank you for the opportunity to quote this work.

Tony W. Gray, Jr.
Falcon Contracting Co., Inc.



Mississippi Paving & Construction, Inc.

P.O. Box 237 • Mathiston, MS 39752 • Phone (662) 323-7277 • Fax (662) 323-7145

Cell (662) 418-0923 • Email harold@mississippipaving.com

Proposal

To: City of Starkville
Starkville, MS 39759
Contact: Gary Logan
Phone: (662)323-2294

Project: STARKVILLE PARK & RECREATION
Description: Asphalt Paving
Bid Location: Starkville, MS
Bid Date: 06/11/2019
Revision Date:
Contract #: N/A

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
SC-1 Surface Course	1.000	\$25,556.85	\$25,556.85
TOTAL BID:			\$25,556.85

Project Comments

1) Mississippi Paving shall not warranty and/or be responsible or liable for asphalt failures caused by sub-grade or base failures where asphalt is placed on existing sub-grade, base or asphalt surface which was not installed by Mississippi Paving.

2) Lump sum price include labor, equipment, material, haul, fix horizontal cracks and overlay track with 2" of hot mix asphalt surface course.

If the foregoing meets with your acceptance, kindly sign and return a copy of our proposal, upon its receipt it is understood the foregoing, including the terms and condition set forth above hereof, will constitute the full and complete agreement between us.

The proposal expires Thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Accepted:

(Firm Name)

Name & Title)

(Date)

Mississippi Paving & Construction, Inc.

By Harold Guyton
Harold Guyton - President



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: June 18, 2019
PAGE: 1 of 1

SUBJECT: Consideration to enter into a tennis complex use and management agreement by and between the City of Starkville, the Starkville Tennis Association, Inc. and the Starkville Oktibbeha Consolidated School District.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT

This agreement is entered into by and between the CITY OF STARKVILLE, MISSISSIPPI ("City"), the STARKVILLE TENNIS ASSOCIATION, INC. ("Tennis Association"), and the STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT ("School District").

WHEREAS, the parties believe that public tennis courts on the campus of Starkville High School, managed and maintained by the School District, but with collective input by the City and Tennis Association, will allow economies of scale, which will result in a tennis complex superior to what any party could construct and maintain alone, and that represents the most economic use of funds, and the most efficient provision of services and facilities in a manner that will best serve the needs of the community.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

1. The School District, the City, and the Tennis Association agree that the School District shall manage and maintain the tennis complex under the terms and conditions more fully described below.

2. This agreement shall commence on July 1, 2019, and run through June 31, 2029.

3. The tennis complex located on the campus of Starkville High School is a public facility. The tennis complex shall be operated, managed and maintained for the use and benefit of the high school tennis team, the Tennis Association, and the general public. It will not be necessary for any person desiring to play on the tennis courts to be a member of any organization or club. At least one court shall always be operated on a first come-first served basis, and such

court may not be reserved in advance by any person or group. However, in those instances when there is a tournament, or other event sponsored by the City, the School District, or the Tennis Association, all courts may be used in such event.

4. During this Agreement, the Starkville High School tennis team shall have priority in scheduled practices and matches on the courts. This does not relieve the Starkville High School tennis team from the responsibility of reserving the courts as provided in paragraph 8 below. Starkville High School may use all of the courts in the complex for a tournament so long as the tournament is scheduled on the calendar that is shared between the parties no less than two weeks in advance. Likewise, both the City and the Tennis Association may use all of the courts in the complex for a tournament so long as the tournament is scheduled on the shared calendar no less than two (2) weeks in advance, and so long as the tournament sought to be scheduled by the City or Tennis Association does not conflict with a match or tournament scheduled by the School District.

5. The Parties agree to work together to schedule and organize the use of the courts. This collaboration is the best process to assure the highest quality tennis courts, while at the same time having courts which are available for public use.

6. The School District shall be responsible for the care and maintenance of the tennis complex in a first class condition. However, the City and Tennis Association shall contribute to the regular upkeep of the facility. To that end, the Tennis Association agrees to provide volunteers for work days on the property. Costs to cover periodic renovation and maintenance of court surfaces and associated facilities, such as lights, sprinklers, fencing and the like, will be shared equally (in thirds) by the Tennis Association, the City, and the School District. In exchange, the School District grants to the City and the Tennis Association access to the tennis

complex as governed herein. This access shall survive the termination of this Agreement. The cost of renovation and maintenance of the tennis complex will be reviewed by the parties periodically. The estimated annual cost will be determined by the parties after reviewing the costs and expenses of operating the complex and bargaining in good faith to arrive at an appropriate estimate. The City shall provide utilities to the tennis complex at a cost and arrangement consistent with how it provides utilities to other School District athletic properties.

7. The Parties shall share administrative responsibility for the day-to-day scheduling and operation of the tennis complex. All members of the public may play on the courts regardless of sex, race, creed, color, religion, marital status, handicap, or national origin. Normal hours of operation of the tennis complex shall be from 6:00 a.m. to 9:00p.m. daily. These hours of operation may be altered for special situations. For example, the time for play may be extended during tournaments, or courts may be closed due to conditions that would endanger players or damage courts, and at times when weather makes play impossible or unsafe.

8. The parties may adopt reasonable rules and regulations for the use of the facility, which rules and regulations will not be so burdensome upon the public as to have a chilling effect on the public use of the complex. Those rules and regulations may include the following provisions:

- A. Persons desiring to play tennis at the complex shall sign up for a court on the court registration system maintained on the Starkville Parks and Recreation website.
- B. Possession or use of drugs or alcohol at the complex is prohibited.
- C. No smoking is allowed at the complex.
- D. No profane or vulgar language is allowed at the complex.

E. Priority reservations will be as follows: 1) the Starkville High School tennis team for matches and practice; 2) the Tennis Association for USTA League Matches after 6 pm on weekdays; and 3) the general public.

F. No priority exists for general daily play. Courts shall be reserved on a first scheduled-first reserved basis.

9. No employee, agent, or member of the Tennis Association shall be deemed to be an employee, agent, or representative of the City or the School District. Nothing in this agreement shall be construed to create a partnership or a joint venture between the parties as to the care, maintenance, or operation of the tennis complex. The Tennis Association releases, relinquishes and discharges the City and/or the School District, and their officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Tennis Association's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. The Tennis Association shall indemnify, hold harmless, and defend the City and/or the School District, and their officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the tennis complex by the Tennis Association and/or its members.

10. During the term of this Agreement, the Tennis Association shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons

or damages to property that may arise from or in connection with the use of the tennis complex and the activities associated with the use of the tennis complex by the Tennis Association, its agents, representatives, participants, attendees, employees, members, and volunteers for limits of not less than \$1,000,000 for personal injury, death, or property damage to the tennis complex out of any one occurrence. This insurance must name the City of Starkville, MS and the Starkville Oktibbeha Consolidated School District as additional insureds under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS and the Starkville Oktibbeha County Consolidated School District. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. It is understood and agreed by all parties that neither the City nor the School District shall be a co-insurer in any manner or under any conditions whatsoever, or under any construction or interpretation of this contract, or any of the terms hereof.

11. In the event that any party fails to perform or abide by any term or provision of this Agreement, the remaining parties may, at their option, declare this Agreement to be terminated, and the Tennis Association agrees to vacate all facilities promptly upon such termination. Such termination shall not relieve the Tennis Association from liability to the City and the School District for such damages as may be suffered by the City and the School District by reason of failure or breach by the Tennis Association.

12. This agreement contains the entire agreement and understanding between the parties. All prior understandings, terms or conditions are deemed merged into this agreement. This agreement may not be changed orally or informally, but only by an agreement in writing and executed by all the parties hereto, having first been spread upon the minutes of the Mayor and the Board of Aldermen of the City of Starkville, the Board of Trustees of the Starkville

Oktibbeha Consolidated School District, and the Board of Directors of the Starkville Tennis Association, Inc.

13. Neither this agreement, nor any obligation of any party hereunder, is assignable in whole or in part.

14. Miscellaneous provisions:

A. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

B. In construing this agreement feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural titles shall be substituted for singular and singular for plural in any place in which the content so requires.

C. The covenants, terms, conditions, provisions, and undertakings in this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

D. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK WITH THE
SIGNATURE PAGE TO FOLLOW)

WITNESS OUR SIGNATURES, this the _____ day of _____, 2019.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, Mayor

ATTEST:

LESA HARDIN
City Clerk

(SEAL)

STARKVILLE OKTIBBEHA CONSOLIDATED
SCHOOL DISTRICT

BY: _____
JOHN S. BROWN, President, Board of
School Trustees

ATTEST:

EDDIE PEASANT
Superintendent

(SEAL)

STARKVILLE TENNIS ASSOCIATION, INC.

BY: _____
KEITH HOLLIS, President

ATTEST:

CYNDI SULLIVAN, Secretary



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

AGENDA ITEM DEPT.: Park
AGENDA DATE: 6-18-2019
PAGE: 1

SUBJECT: Consideration of approval of a lease agreement with Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 Terrain Cut Mower at a cost of \$66,752.32 to be used by Starkville Park and Recreation Dept.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY: The City of Starkville authorized the approval of a lease purchase quote from Bank First Leasing, LLC, March 19, 2019. The City Attorney has negotiated the agreement and it is ready for approval to execute.

**REQUESTING
DEPARTMENT:** Park and Rec Dept

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Chris Latimer

SUGGESTED MOTION:

Approval of a lease agreement with Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 Terrain Cut Mower to be used by Starkville Park and Recreation Dept.



Date: June 13, 2019

To: City of Starkville

Thank you for leasing with **BankFirst Financial Services**. Enclosed are the necessary papers to sign indicated by the X. Please pay close attention to the instructions listed below when executing the documents.

PLEASE PRINT THE FILE SINGLED PAGED AND CLEARLY. DO NOT PRINT ON BOTH SIDES OF PAPER.

☒ Master Lease Agreement (Corporate officer/owner only)
☒ Master Lease Addendum
☒ \$1.00 Purchase Option Addendum
☒ Acceptance Certificate #1
☒ Schedule #1
☒ Insurance Addendum with Exhibit "A" and Insurance Binder showing BancLeasing as Loss Payee & Additional Insured
☒ Incumbency Certificate
☒ Bank Qualified Addendum
☒ Bank Qualified Certificate
☒ Non-Appropriation Certificate
☒ Opinion of Counsel
☒ Payment Auto-Debt Form

Please include your Federal Tax Identification number _____

PLEASE INITIAL EACH DOCUMENT WHERE INDICATED.

*****Note: Be sure to enclose your check for **\$350.00** which constitutes an amount equal to the documentation fee made payable to:

CashFlow LEASE
660 N. Central Expressway, Suite 400
Plano, Texas 75074

Payment is not made to the vendor until all documents **including your insurance binder** have been signed and returned. We, in turn, will sign the documents and return a set of signed originals to you for your files.

Should you have any questions please feel free to contact Richard Lee at 877-274-5327 ext.1842. Thank you.

We Appreciate Your Business!!



Master Lease Agreement

Lease # 39677MS-108

Date May 16, 2019

Lessee:

Name: City of Starkville (hereinafter "Lessee")
Address: 110 West Main Street
City, St Zip: Starkville, MS 39759
Attn:
Phone #: (662) 323-2525
Fax #:

Billing Address (if different):

Address:
City, St Zip:
Attn:
Phone #:
Fax #:

A. MASTER LEASE AGREEMENT TERMS AND CONDITIONS. Each lease ("Lease") that is made and entered into pursuant to the terms of this Master Lease Agreement ("Master Lease Agreement" or "Agreement") consists of one or more acceptance certificate(s) ("Acceptance Certificate(s)") that incorporate by reference, the terms and conditions of this Master Lease Agreement. A schedule ("Schedule") summarizes all of the facts and data of each Acceptance Certificate. The terms and conditions of Section B of this Master Lease Agreement are incorporated by reference in each and every Lease. Lessor may, but shall not be obligated to designate a unique transaction number ("TA #") for each Schedule. Each Acceptance Certificate constitutes a separate obligation of the Lessee. This Master Lease Agreement shall become effective upon its execution by the Lessor and shall remain effective until terminated by either party hereto upon ten (10) day's prior written notice. At any time Lessor may, at Lessor's sole discretion, refrain from entering into a new Lease, provided however, that such action by Lessor shall not terminate this Master Lease Agreement. Notwithstanding the termination of this Master Lease Agreement, all Leases shall remain in full force and effect and subject to the terms of this Master Lease Agreement until the expiration of their respective term.

B. LEASE TERMS AND CONDITIONS. The following terms and conditions shall be incorporated by reference in each and every Acceptance Certificate that is made and entered into pursuant to this Master Lease Agreement:

1. LEASE. Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor all items (collectively, the "Equipment") identified or described in each Acceptance Certificate. The terms and conditions of this Master Lease Agreement are incorporated in each and every Acceptance Certificate. In the event of a conflict between the Master Lease Agreement and any Acceptance Certificate or Schedule, the terms and conditions of the Acceptance Certificate shall prevail. If more than one Acceptance Certificate is executed in connection with a Lease, Lessor may determine in its sole and absolute discretion, which Acceptance Certificates will apply to and be summarized on any Schedule.

2. EQUIPMENT ACQUISITION. Lessee requests that Lessor (a) order from the applicable vendor the Equipment described in any Lease, (b) arrange for delivery of such Equipment to Lessee, (c) and pay for the Equipment. If Lessor has paid for all or any part of the Equipment and the Equipment is not delivered, assembled or accepted by Lessee within sixty (60) days that Lessor orders the Equipment, Lessor will have the right to recover from Lessee all sums advanced together with interest thereon at the highest rate allowed by law from the date that Lessor paid for the Equipment to the date that Lessee pays Lessor in full for the amounts expended by the Lessor for the Equipment.

3. WARRANTIES. LESSOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT MAKE ANY CLAIM FOR DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. LESSEE HEREBY ACKNOWLEDGES THAT NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY SALES PERSON, EMPLOYEE OR AGENT OF THE EQUIPMENT SUPPLIER IS LESSOR'S AGENT OR REPRESENTATIVE AND HAS NO POWER OR AUTHORITY TO REPRESENT OR BIND LESSOR IN ANY WAY. Lessor will not be liable for any loss, cost or damage to Lessee or others arising from defects, negligence, delays, failure of delivery, interference with any patent, trademark, copyright or other intellectual property right or nonperformance of the Equipment. Lessee warrants to Lessor that (a) the Lessee is in good standing under the laws of the state of its formation and any state in which it conducts business; (b) the person(s) executing this Master Lease Agreement and any Schedule(s) and/or Acceptance Certificate(s) on behalf of the Lessee is Lessee's authorized representative empowered to bind the Lessee. Lessee shall provide executed Certificate(s) of Incumbency evidencing such authorization, if so requested by Lessor; (c) this Lease does not violate any other agreement(s) binding the Lessee; and (d) Lessee has furnished Lessor or the Equipment's supplier ("Supplier") the specifications regarding the Equipment or the Lessee has selected the Supplier and has directed the Lessor to acquire the Equipment in connection with the Lease.

4. DURATION OF LEASE AND LEASE PAYMENTS. Lessee's obligation to pay lease payments ("Lease Payments") will commence on the date set forth on each Acceptance Certificate ("Acceptance Date") and shall continue through the last date of the Base Term, as hereinafter defined, or any extension thereof. The base term of the Lease ("Base Term") shall be set forth on any Acceptance Certificate and shall be a date chosen by Lessor, which shall commence no more than forty-five (45) days from (i) the Acceptance Date, or (ii) in the case where one or more Acceptance

Certificates are summarized on a Schedule, the latest Acceptance Date of any Acceptance Certificate summarized on a Schedule ("Commencement Date"). Lessee shall pay Lease Payments in immediately available funds and in advance on the Commencement Date and on the same day of each consecutive month thereafter during the Base Term, or any extension thereof. During the period from the Acceptance Date to the Commencement Date, Lessee shall pay immediately upon Lessee's receipt of an invoice from Lessor, an amount equal to the product of (x) 1/360th of the annual Lease Payments multiplied by (y) the number of days that have elapsed or that will elapse from the Acceptance Date to, but not including, the Commencement Date. Each remittance from Lessee to Lessor shall contain information as to the Lease for which payment is made. Lessee agrees to lease from Lessor all upgrades, additions and all replacement equipment (as hereinafter defined) of the Equipment and make any adjustments to the Lease Payments, as necessary and applicable. At the expiration of the Base Term, or any extensions thereof, unless the Lease is terminated as provided herein, or unless the Equipment is purchased or returned by Lessee in accordance with Section 18 herein or any purchase option addendum attached hereto and incorporated herein, the Lease shall automatically extend for one (1) year under the same terms and conditions of the Base Term or any extension thereof. Lessee may terminate the Lease at the end of the Base Term or any extension thereof by providing Lessor with written notice, in accordance with the notice requirements set forth in Section 21 hereof, of its intent to terminate the Lease no less than ninety (90) days prior to the expiration of the Base Term or any extension thereof.

5. FINANCE LEASE, PURCHASE AND ACCEPTANCE OF THE EQUIPMENT. Lessee acknowledges and agrees that the Lease is a "Finance Lease" as that term is defined in the Article 2A 103 of the Uniform Commercial Code ("UCC"). Lessee acknowledges that (a) Lessor has not selected, manufactured, sold or supplied any of the Equipment, its supplies, service(s) or software; (b) Lessee has selected the Supplier and/or each item of Equipment, its supplies, service(s), software, and all other items related to the Equipment; (c) Lessee is responsible for all shipping costs and Equipment installation and de-installation charges; (d) Lessor is purchasing or has purchased the Equipment solely in connection with this Lease. This Lease constitutes a "finance lease" within the meaning of Article 2A of the Uniform Commercial Code, whether or not each requirement of the definition thereof

has been strictly or technically met. Lessor hereby notifies Lessee that Lessee is entitled to the promises and warranties, including those of any third party, provided to the Lessor by the entity supplying the Equipment in connection with or as part of the contract by which Lessor acquired the Equipment or the right to possession and use of the Equipment. Lessee may communicate with the Supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations thereof, or remedies made by the Supplier. Lessee hereby appoints Lessor its attorney-in-fact to insert the Acceptance Date and the serial numbers of any Equipment appearing on any Acceptance Certificate or Schedule. Such power-of-attorney is coupled with an interest and is irrevocable.

6. ADVANCE PAYMENT. Any advance payment(s) ("Advance Payment(s)") set forth in an Acceptance Certificate shall be security for Lessee's performance under this Lease and, so long as Lessee is not in default under this Lease or any lease made pursuant to the Master Lease Agreement, the Advance Payment(s) shall be used to pay the Lease Payment(s) number(s) set forth on the related Acceptance Certificate. Lessor may, at its sole discretion, apply Advance Payment(s) to cure any default under this Lease or any lease made pursuant to the Master Lease.

7. UNCONDITIONAL LEASE. Lessee's obligation to pay Lease Payments is ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES WHATSOEVER and shall not be affected by, without limitation, any defect in condition, design, or operation of the Equipment, any lack of maintenance or service for the Equipment, its supplies or software, or any setoff, counterclaim, defense or reduction which Lessee may have against Lessor or any other party.

8. OWNERSHIP OF EQUIPMENT. Lessor is the owner of the Equipment and shall at all times retain title to the Equipment. Lessee will defend Lessor's title to the Equipment and will keep it free and clear of any and all claims, liens and encumbrances of any nature whatsoever and expressly authorizes Lessor or its assignee(s) to complete and file financing statements reflecting the parties' interest in the Equipment. Lessee will obtain and maintain all required, customary or appropriate licenses, titles, registrations and permits reflecting Lessor as owner. Although this Agreement is the standard form used by Lessor to lease hardware equipment to Lessee, Lessor and Lessee acknowledge that, with respect to any software which may be included in the description and definition of Equipment ("Software"), this Lease is a Finance Lease and a portion of Lessee's Lease Payment applicable to any Software represents license fees which has been paid by Lessor to the Software vendor ("Vendor"). Neither Lessor nor Lessee have or were granted any ownership or other proprietary rights in the Software, and neither party purports to transfer any such rights to the other hereunder. Lessee has only those rights in the Software that were granted to Lessee pursuant to the software license agreement entered into directly between Vendor and Lessee ("License"). The terms of this Lease are applicable only as between Lessor (and any Assignee) and Lessee. The terms of the License are applicable only as between Lessee and Vendor, and Lessor does not assume and is not liable for any obligations under any of the provisions of the License. Lessee's Lease Payment obligation is absolute and unconditional in all respects regardless of any problem Lessee may have with the Software, any dispute Lessee may have with the Vendor, any inability of Lessee to use the Software, or the exercise by Vendor of any remedies it may have pursuant to the License.

9. CARE, USE AND LOCATION. During the Base Term or any extensions thereof, and at Lessee's sole expense, Lessee shall cause the Equipment to be kept and maintained in accordance with the original Supplier's or approved maintenance provider's maintenance specifications. Lessee shall keep and maintain the Equipment in like new condition, repair, and appearance, ordinary wear and tear excepted. Lessee shall use the Equipment in the regular course of its business, and shall comply with all laws and regulations relating to the Equipment and its use. Lessee will not modify the Equipment without the prior written approval of Lessor, except if such modification is made in accordance with the Supplier's specific recommendation. All alterations, additions, replacements and accessions made to or upon the Equipment shall immediately become Lessor's sole and absolute property. The Equipment shall at all times be deemed to be personal property. Lessee shall keep the Equipment at the location set forth in the Acceptance Certificate and shall not remove the Equipment under any condition or circumstance without Lessor's prior written approval, provided: however, that under no circumstances shall the Equipment be moved outside the continental United States. Lessor or Lessor's representative shall have the right to enter Lessee's premises at all reasonable times to inspect the Equipment.

10. TAXES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease, arising from the acquisition, use, ownership or leasing of the Equipment whether due before or after termination of this Lease (all such charges collectively referred to as "Taxes"). Lessor shall file personal property tax returns with respect to the Equipment directly with the taxing jurisdiction; provided, however, Lessee shall remit to Lessor, in advance, the Taxes that Lessor estimates are due and owing for the taxable year or immediately upon request from the Lessor or as otherwise directed by the Lessor. The provisions of this Section 10 shall survive termination of this Lease.

11. INSURANCE. Lessee shall be responsible for all risk of loss to the Equipment from the time the Equipment leaves the Supplier's place of business until it is returned to the location designated by the Lessor as provided for in Section 18 hereof. Prior to the time the Equipment leaves the Supplier's place of business, Lessee shall provide and maintain from insurance companies satisfactory to Lessor (A) property damage insurance against loss, fire, theft, damage or destruction of the Equipment, naming Lessor and its assignees as the loss payee, in an amount which is the greater of (i) the then current full replacement value of the Equipment or (ii) the value set forth on the Acceptance Certificate as "Stipulated Loss Value" less the product of 15% of the Stipulated Loss Value multiplied by the number of anniversary dates (but not greater than four) elapsed since the Acceptance Date; and (B) comprehensive general all-risk liability insurance including without limitation, product liability coverage, insuring Lessor, its assigns and Lessee, with a severability of interest endorsement or its equivalent, against any and all loss or liability for all damages, either to persons or property, or otherwise, which might result, or happen in connection with the condition, use or operation of the Equipment, with such limits as are satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and Lessor's assigns shall not be invalidated by any act, omission or neglect of Lessee and cannot be cancelled or modified without thirty (30) days prior written notice to Lessor or its assigns. As to each policy, upon request from Lessor or its assignee(s), Lessee shall immediately furnish to Lessor, a loss payable endorsement, a certificate of insurance and/or copies of the insurance policies from the insurer, evidencing the insurance coverage required by this Section 11 ("Valid Evidence"). Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. The insurance proceeds shall be the sole property of Lessor, and may, at Lessor's discretion, be used for any of the following: (i) to reimburse Lessee for the cost of repair or replacement of the Equipment as required in Section 13 hereof; or (ii) to pay any remaining obligations under this Lease, provided however, that if all such obligations are paid in full, this Lease will terminate and the terms and conditions of section 18 will apply to such termination; or (iii) if Lessee is in default under the terms of this Lease, to pay any of Lessee's obligations under this Lease; provided however, that Lessor shall not be obligated to apply such insurance proceeds toward Lessee's obligations under the Lease and the application of such insurance proceeds by Lessor shall not waive or eliminate Lessor's default remedies hereunder. In the event Lessee fails to procure the insurance required above, prior to the commencement of this Lease or if Lessee fails to provide Valid Evidence, or in the event Lessee fails to maintain the required insurance, Lessor may, but shall not be required to, and without notice to Lessee, purchase such insurance and add the cost, including customary charges or fees associated with the placement, maintenance or service of such insurance, to the next monthly Lease Payment to become due hereunder and such charges shall constitute additional Lease Payments. Lessor may terminate or allow to lapse any coverage obtained by Lessor without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance obtained by Lessee. Such power-of-attorney is coupled with an interest and is non-revocable. Notwithstanding whether the Equipment is lost, destroyed, damaged, stolen or whether insurance is in effect or a claim pending thereunder, Lessee's obligation to pay Lease Payments is ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES WHATSOEVER and Lessee will continue to pay Lease Payments throughout the Base Term and any extension thereof.

12. INDEMNITY. Lessee indemnifies and defends Lessor, its affiliates, their officers, agents and employees, assigns, successors, heirs and personal representatives of Lessor against all loss, liability and expense, including, without limitation, all actual attorney's fees (including costs of a successful defense) from claims for negligence, tort, strict liability, bodily injury,

including death or property damage or for any alleged violation of rights of others, including contract, patent, trademark, copyright or intellectual property rights or for any alleged violation of any law, ordinance, rule, regulation, decree, or otherwise arising from or in any way related to the Equipment, supplies, software, the Lease or the Master Lease Agreement, or otherwise, including, without limitation, the ownership, operation, manufacturing, maintenance or services of the Equipment. This provision shall survive expiration, assignment or termination of this Lease or the Master Lease Agreement.

13. LOSS OR DAMAGE. Lessee shall bear all the risks of loss of and damage to the Equipment from any cause and the occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder. In the event of such loss or damage, Lessee shall immediately notify the Lessor in writing and, at the election of Lessor, shall: (a) place the same in like new condition and working order, certified for original Supplier's maintenance and deliver to Lessor written confirmation thereof or; (b) replace the same with equipment having a fair market value at the expiration of the Base Term equal to or greater than the fair market value of the Equipment replaced, and anticipated to have a fair market value that the replaced Equipment would have had at the end of the Base Term, and be the same manufacture, model and type and of at least equal capacity as that of the replaced Equipment ("Replacement Equipment"). Lessor will remit to Lessee the proceeds of insurance in an amount that is the lesser of (i) the actual cost of such repairs or Replacement Equipment or (ii) the insurance proceeds. The Replacement Equipment shall be free and clear of liens and encumbrances and Lessee shall immediately deliver to Lessor, a bill of sale in a form satisfactory to Lessor containing serial number(s) of the Replacement Equipment that conveys the Replacement Equipment to Lessor.

14. FEES, COLLECTION EXPENSES AND LATE CHARGES. Lessee shall also pay to Lessor hereunder a reasonable, administrative fee(s), which shall cover, among other things, Lessor's administrative costs and expenses associated with the initial set-up, revisions, reporting and payment of any taxes due hereunder, monitoring insurance coverage and termination of the Lease. If any Lease Payment, tax payment or any other amount payable herein is not paid when due ("Amount Due"), Lessor may elect for Lessee to pay on demand the following: (a) any collection agency fees and expenses plus; (b) a late payment service fee equal to the greater of fifteen (\$15.00) dollars or fifteen (15%) percent of the Amount Due for every month that the Amount Due remains unpaid. Lessor and Lessee agree that the fees set forth in this Section 14 are a reasonable approximation of the internal costs that Lessor will incur as a result of Lessee's delay in paying such Amount Due plus; (c) interest at an interest rate that is the highest rate permitted by law ("Late Charge Rate") on such Amount Due for the period for which it is overdue; (d) actual attorney fees and expenses. If Lessee fails to make any Lease Payment or fails to remit any other payment or perform any of its other obligations under this Lease (including, without limitation, its agreement to provide insurance coverage or pay taxes), Lessor may make such payment or perform such agreement and the amount of such payment and the expense of Lessor shall be additional Lease Payments payable by Lessee on demand by Lessor. Lessee shall pay to Lessor a charge of one hundred (\$100.00) dollars or, if less, the maximum amount permitted by applicable law for each check returned to Lessor unpaid in addition to any other fee provided for herein for a delinquent Lease Payment.

15. ASSIGNMENT. LESSEE SHALL NOT, DIRECTLY OR INDIRECTLY; (A) ASSIGN, SELL OR OTHERWISE DISPOSE OF ANY LEASE OR ANY INTEREST THEREIN OR THE EQUIPMENT OR ANY PART THEREOF OR; (B) SUBLEASE, CREATE, GRANT, ASSUME OR ALLOW TO EXIST ANY LIEN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART HEREOF. Lessor or any assignee hereof, may sell or grant a security interest in all or any part of Lessor's rights, obligations, title or interest in the Equipment and rights, obligations or interest arising under this Lease or under the Master Lease Agreement or any Lease Payment(s) or other amount payable under this Lease, to any entity ("Assignee") and in such event the Assignee shall have all of the rights, powers and remedies of Lessor hereunder. Lessee shall execute all documentation deemed necessary by Lessor, and/or any Assignee, to reflect Lessee's obligations under the Lease and/or Lessor's or Assignee's interest in the Lease and the Equipment. Lessee agrees that after written notice by Lessor or any Assignee (which notice for the purpose of this Section 15 may be an invoice bearing Lessor's or Assignee's name), Lessee shall pay all Lease Payments to the party and to the location as directed by the Lessor or Assignee. Lessee agrees to make all Lease Payments whether or not the Master Lease Agreement is terminated by operation of law, act of the parties hereto or

otherwise. Lessee will not (a) assert against any Assignee, any claims by way of abatement, defense, setoff, counterclaim, recoupment or otherwise which Lessee may have, (b) look to such Assignee to perform any of Lessor's obligations hereunder or (c) terminate or attempt to terminate this Lease on account of any default by Lessor or Assignee. Lessee acknowledges that a transfer or assignment of this Lease will not materially increase or change its obligations, burdens, duties or risks under this Lease. This Lease shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto and the heirs, executors and administrators of the Lessee, if the Lessee is an individual, always providing that nothing contained in this paragraph shall impair any of the provisions herein before set forth inhibiting assignment without written approval of Lessor.

16. DEFAULT. Any of the following events or conditions shall constitute an event of default hereunder; (a) Lessee fails to pay any Lease Payment hereunder when due; (b) Lessee fails to perform any covenant, in part or whole, herein; (c) Lessee becomes insolvent or makes an assignment for the benefit of creditors or ceases conducting business as a going concern; (d) a receiver, trustee, conservator, or liquidator of Lessee is appointed with or without the application or approval of Lessee; (e) the filing by or against Lessee of a petition under the United States Bankruptcy Code or any amendment thereto; or under any other insolvency law or laws providing for, but not limited to, the relief of debtors or; (f) any representation or statement made or furnished to Lessor by or on behalf of Lessee which could prove to have been false, misleading or have a material effect on Lessee in any respect when made or furnished; (g) Lessee dissolves liquidates, or suspends its business; (h) Lessee sells, transfers or otherwise disposes of all or a majority of its assets, except that Lessee may sell its inventory in the ordinary course of its business; (i) Lessee enters into any merger, consolidation or similar reorganization unless it is the surviving entity; (j) Lessee transfers all or any substantial part of its operations or assets outside of the United States of America; (k) Lessee changes its name or chief place of business, without providing Lessor at least thirty days prior written notice thereof; or (l) when Lessor believes in good faith that the prospect for performance of the terms and conditions of this Lease by Lessee or payment of the Lease Payments by Lessee is impaired. As used in this Section 16, the term "Lessee" also includes any guarantor of all of Lessee's obligations hereunder.

17. REMEDIES AND LIQUIDATED DAMAGES. If any event of default exists in any of Lessee's obligations or covenants hereunder, Lessor or Lessor's agent or assigns, at any of their sole discretion, may, at any time, do one or more of the following in any order and Lessee shall perform its obligations imposed immediately thereby; (a) require Lessee to return to any location designated by Lessor any or all Equipment that is the subject of this Lease; (b) repossess any or all Equipment wherever found; (c) sell any or all Equipment at public or private sale, with or without advertisement or publication, (d) re-lease or otherwise dispose of the Equipment, use, hold or keep it; (e) require Lessee to immediately pay to Lessor as liquidated damages, with respect to any or all Equipment the sum of (i) all Lease Payments that are then due and unpaid; (ii) the Present Value, as that term is defined in the UCC, of the Lease Payments that are not then due but that will be due throughout the remaining Base Term or any extension thereof ("Remaining Payments"). The Remaining Payments shall be discounted in advance at an interest rate of Two Percent (2%) per annum. Lessee acknowledges and agrees that Two Percent (2%) per annum is a commercially reasonable interest rate and takes into account the facts and circumstances of the Lease at the time it is entered into; (iii) the anticipated market value of the Equipment as of the end of the Lease and determined in a commercially reasonable manner by Lessor; (iv) all costs, expenses, damages, including, without limitation, any collection agency and actual attorney's fees and expenses incurred in connection with the enforcement of this Lease or any related document; and (v) interest at the maximum rate permitted by the laws governing this Lease on the total of all sums due from time to time and on which interest has not previously been charged, accruing from the date of the Lessee's default under the Lease and continuing until all such amounts are paid; Lessee acknowledges and agrees that the sum of the aforementioned amounts is reasonable in light of the anticipated harm caused by the Lessee's default or other act or omission; (f) cancel this Lease and all Leases under the Master Lease Agreement; (g) sue to enforce Lessee's performance of its obligation under this Lease or any other Lease under the Master Lease; and (h) exercise any other right or remedy then available to Lessor at law or in equity. Lessor is not required to undertake any legal process or give Lessee any notice before exercising any of the above remedies. Lessee expressly waives all rights of notice prior to Lessor exercising such remedies and pursuing any and all legal action(s) against Lessee. None of the above remedies is exclusive, and each is cumulative and in addition to any other remedy available to Lessor. Lessor's

19. **UCC FILINGS AND FINANCIAL STATEMENTS.** Lessor and Lessee agree that a reproduction of this Lease Agreement and its attachments may be filed as a financing statement and shall be sufficient as a financing statement under the UCC. Lessee hereby ratifies all action of the Lessor in

23. **STATEMENT OF PURPOSE.** Lessee hereby warrants and represents that all leased Equipment under this Lease Agreement will be used for business purposes and not for personal, family or household purposes and Lessee acknowledges that Lessor has relied upon this representation entering into this Lease Agreement.

By: X

Authorized Signature	Date
<u>D. Lynn Spruill</u> Name	
<u>Mayor</u> Title	



Addendum to Master Lease Agreement

#39677MS-108
Date: May 16, 2019

In Section 3. WARRANTIES:

DELETE: "AND SPECIFICALLY DISCLAIMS"

DELETE: "REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT MAKE ANY CLAIM FOR DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT."

DELETE: "Lessor will not be liable for any loss, cost or damage to Lessee or others arising from defects, negligence, delays, failure of delivery, interference with any patent, trademark, copyright or other intellectual property right or nonperformance of the Equipment."

In Section 5. FINANCE LEASE, PURCHASE AND ACCEPTANCE OF THE EQUIPMENT:

DELETE: "Lessee hereby appoints Lessor its attorney-in-fact to insert the Acceptance Date and the serial numbers of any Equipment appearing on any Acceptance Certificate or Schedule. Such power-of-attorney is coupled with an interest and is irrevocable."

In Section 7. UNCONDITIONAL LEASE:

DELETE this section in its entirety.

In Section 12. INDEMNITY:

DELETE this section in its entirety.

In Section 14. FEES, COLLECTION EXPENSES AND LATE CHARGES:

DELETE: "Lessee shall also pay to Lessor hereunder a reasonable, administrative fee(s), which shall cover, among other things, Lessor's administrative costs and expenses associated with the initial set-up, revisions, reporting and payment of any taxes due hereunder, monitoring insurance coverage and termination of the Lease."

ADD: "any undisputed payment shall accrue interest pursuant to Miss. Code Ann. § 31-7-305." AFTER "If any Lease Payment, tax payment or any other amount payable herein is not paid when due ("Amount Due")",

DELETE: "Lessor may elect for Lessee to pay on demand the following: (a) any collection agency fees and expenses plus; (b) a late payment service fee equal to the greater of fifteen (\$15.00) dollars or fifteen (15%) percent of the Amount Due for every month that the Amount Due remains unpaid. Lessor and Lessee agree that the fees set forth in this Section 14 are a reasonable approximation of the internal costs that Lessor will incur as a result of Lessee's delay in paying such Amount Due plus; (c) interest at an interest rate that is the highest rate permitted by law ("Late Charge Rate") on such Amount Due for the period for which it is overdue; (d) actual attorney fees and expenses."

In Section 15. ASSIGNMENT:

DELETE: "Lessee agrees to make all Lease Payments whether or not the Master Lease Agreement is terminated by operation of law, act of the parties hereto or otherwise. Lessee will not (a) assert against any Assignee, any claims by way of abatement, defense, setoff, counterclaim, recoupment or otherwise which Lessee may have, (b) look to such

Assignee to perform any of Lessor's obligations hereunder or (c) terminate or attempt to terminate this Lease on account of any default by Lessor or Assignee."

In Section 17. REMEDIES AND LIQUIDATED DAMAGES:

DELETE: "(ii) the Present Value, as that term is defined in the UCC, of the Lease Payments that are not then due but that will be due throughout the remaining Base Term or any extension thereof ("Remaining Payments"). The Remaining Payments shall be discounted in advance at an interest rate of Two Percent (2%) per annum. Lessee acknowledges and agrees that Two Percent (2%) per annum is a commercially reasonable interest rate and takes into account the facts and circumstances of the Lease at the time it is entered into; (iii) the anticipated market value of the Equipment as of the end of the Lease and determined in a commercially reasonable manner by Lessor; (iv) all costs, expenses, damages, including, without limitation, any collection agency and actual attorney's fees and expenses incurred in connection with the enforcement of this Lease or any related document; and (v) interest at the maximum rate permitted by the laws governing this Lease on the total of all sums due from time to time and on which interest has not previously been charged, accruing from the date of the Lessee's default under the Lease and continuing until all such amounts are paid; Lessee acknowledges and agrees that the sum of the aforementioned amounts is reasonable in light of the anticipated harm caused by the Lessee's default or other act or omission;"

In Section 18. END OF LEASE PROVISIONS:

DELETE: "If Lessee does not complete the purchase of the Equipment after notifying Lessor of its intent to do so, or does not return the Equipment after giving timely notice to terminate a Lease, Lessee shall pay Lessor, as liquidated damages and not as penalty, the sum of one year's Lease Payments in addition to returning the Equipment. Lessor and Lessee agree that the aforementioned liquidated damages are a fair and reasonable estimate of Lessor's damages resulting from Lessee's failure to purchase the Equipment."

In Section 22. JURISDICTION:

DELETE: "With respect to any legal action commenced hereunder, Lessee hereby voluntarily consents to the exclusive jurisdiction of any Federal or State Court located in the county of Lowndes, State of MISSISSIPPI. **Lessee expressly waives any right to a trial by jury.**"

Except as expressly added to or amended, all other terms and conditions of the Master Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum.

Lessor: BancLeasing, LLC™
660 North Central Expressway, Suite 400
Plano, TX 75074
Tel. No: 214.778.1840
Fax No: 214.778.1841

Lessee: City of Starkville

By: _____
Authorized Signature Date

By: X _____
Authorized Signature Date

Name

D. Lynn Spruill
Name

Title

Mayor
Title



\$1.00 PURCHASE OPTION ADDENDUM

This addendum "Addendum" is made to Schedule #1, dated May 16, 2019 of Master Lease Agreement # 39677MS-108 ("Lease") between BancLeasing, LLCTM, Lessor, and City of Starkville, ("Lessee").

1. Provided no Event of Default or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default under the Lease, has occurred and is continuing, and further provided that the Lessee has, on a timely basis, fully complied with all terms and conditions of the Lease, Lessee may exercise one of the following options upon the expiration of the Base Term, or any renewal thereof.

- A. Lessee may purchase all, but not less than all, of the Equipment on an "AS IS, WHERE IS" basis for an amount equal to One Dollar (\$1.00), plus any applicable taxes and fees, which amount shall be payable to Lessor within ten (10) days following the end of the Base Term or any renewal thereof.
- B. If Lessee does not purchase the equipment as set forth above, Lessee may return the equipment to the Lessor pursuant to the terms of the Lease, upon giving prior written notice of its election to Lessor no later than Ninety (90) days prior to the end of the Base Term or any renewal thereof,

2. If this Lease is deemed by a court of competent jurisdiction to constitute a conditional sales agreement or a lease intended as a security, as that term is defined in Article 2A of the Uniform Commercial Code as adopted by the State of MISSISSIPPI, the following shall apply: Interest evidenced by this Agreement shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of the maximum amount of interest allowable by law shall be credited on the principal of the debt, or, if that has been paid, refunded. On any acceleration required or permitted prepayment, any such excess shall be cancelled automatically as of the date of acceleration or prepayment, or if the principal of the debt has been paid, refunded. This provision shall supersede any other contrary provisions in this document and all other instruments concerning the debt, if it is deemed to be a debt.

3. Notwithstanding any other provision of the Master Lease Agreement, the Acceptance Certificate or the Schedule to the contrary, Lessee shall timely file directly with each governmental entity having jurisdiction over the Equipment ("Governmental Entity"), all reports or returns concerning the value, use, ownership or lease of the Equipment, including without limitation, reports of excise taxes, personal property taxes and all other taxes and charges (all such amounts are collectively referred herein as "Taxes"). Lessee will timely pay directly to the appropriate Governmental Entity all Taxes imposed by each Governmental Entity during the term of this Lease, whether due before or after termination of this Lease. If Lessee, in good faith, believes that the value of the Equipment or the amount of Taxes determined or imposed are incorrect, Lessee shall comply with all requirements of any Governmental Entity regarding filing of protests and shall timely file all documents necessary to effectuate such protest. At the same time that Lessee notifies any Governmental Entity of a protest, it shall notify Lessor of the same. If requested by Lessor, Lessee shall immediately furnish Lessor proof of payment of Taxes. Lessee indemnifies and defends Lessor, its affiliates, their officers, agents and employees, assigns, successors, heirs and personal representatives of Lessor against all loss, liability and expense, including, without limitation, all attorney's fees (including costs of a successful defense) from claims for unpaid Taxes and penalties thereon. The provisions of this Section 3 shall survive termination of this Lease.

4. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict of terms and conditions among this Addendum and the Lease, and/or the Schedule to which this Addendum applies, the terms and conditions of this Addendum will apply.

LESSOR: **BancLeasing, LLC**

LESSEE: **City of Starkville**

By: _____

By: X _____

Name: _____

Name: D. Lynn Spruill _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____

NOTE: SIGNATURE MUST BE SAME AS ON LEASE

**ACCEPTANCE CERTIFICATE
#1**

EXECUTED IN COMPLIANCE WITH MASTER LEASE AGREEMENT #: 39677MS-108

Transaction #: MS-108-1

Schedule #1

Qty	Equipment Type	Model Number	Equipment Description	Serial Number
LOCATION – 405 Lynn Lane, Starkville, Otibbeha County MS 39759				
1	1443TC 9009A TERRAINCUT ROUGH MOWER			1TC9009ACJV030300
1	6764 CANOPY KIT			
1	9768 27IN REAR ROLLER SCRAPER KITS			
1	9843 27&34; REAR STEPPED ROLLER, 9009A			

Base Term ("Base Term") in quarters:

16

Acceptance Date:

LESSOR Initials: _____

Lease Payments are paid:

quarterly

Amount of Each Lease Payment:

\$4,489.00 plus Tax, if applicable

Advance Payment:

\$0.00

Stipulated Loss Value

\$73,427.55

End of Term Purchase Option

As set forth in the Master Lease or Purchase Option Addendum, attached thereto and incorporated therein.

LESSEE HEREBY AFFIRMS THAT EACH ITEM OF EQUIPMENT LISTED ABOVE HAS BEEN DELIVERED, IS WORKING SATISFACTORY AND IS ACCEPTED FOR ALL PURPOSES OF THE LEASE.

ON THE ACCEPTANCE DATE SET FORTH ABOVE, THIS ACCEPTANCE CERTIFICATE BINDS LESSEE AND CONSTITUTES A SEPARATE LEASE GOVERNED BY THE TERMS OF THE MASTER LEASE AGREEMENT.

LESSOR: BancLeasing, LLC™

LESSEE: City of Starkville

By: _____

By: X _____

Name: _____

Name: D. Lynn Spruill _____

Title: _____

Title: Mayor _____



SCHEDULE

1

MADE IN COMPLIANCE WITH MASTER LEASE AGREEMENT #: 39677MS-108

T.A. #: MS-108-1

Qty	Equipment Type	Model Number	Equipment Description	Serial Number
-----	-------------------	-----------------	--------------------------	------------------

As set forth on each Acceptance Certificate that is summarized by this Schedule.

Number of Acceptance Certificates summarized by this Schedule: 1

Base Term in quarters:	16
Lease Payments are paid:	Quarterly
Amount of Lease Payment:	\$4,489.00 plus Tax, if applicable
Advance Payment:	\$0.00
Stipulated Loss Value(s):	\$73,427.55 (The Aggregate of the Stipulated Loss Value(s) set forth on each Acceptance Certificate that is summarized on this Schedule).
End of Term Purchase Option:	As set forth in the Master Lease or Purchase Option Addendum, attached thereto and incorporated therein.

THIS SCHEDULE CONSOLIDATES AND INCORPORATES BY REFERENCE THE FACTS AND DATA OF EACH ACCEPTANCE CERTIFICATE THAT IS RELATED TO AND ASSOCIATED WITH THIS SCHEDULE AS IDENTIFIED ABOVE. WHEN EXECUTED BY THE LESSEE, THIS SCHEDULE SHALL BE THE LEASE OF THE EQUIPMENT IDENTIFIED ON THE ACCEPTANCE CERTIFICATE(S), IS GOVERNED BY THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT 39677MS-108 AND SHALL BE BINDING UPON AND ENFORCEABLE AGAINST LESSEE IN THE SAME MANNER AS EACH ACCEPTANCE CERTIFICATE(S).

LESSOR: BancLeasing, LLCTM

LESSEE: City of Starkville

By: _____

By: X _____

Name: _____

Name: D. Lynn Spruill _____

Title: _____

Title: Mayor _____

INSURANCE ADDENDUM

This addendum applies to the lease ("Lease") that consists of Schedule 1 and each Acceptance Certificate that is made in connection therewith, all being made in accordance with Master Lease Agreement number 39677MS-108 dated May 16, 2019 between **BancLeasing, LLC™**, as Lessor, and City of Starkville, as Lessee.

Lessee hereby certifies that **property and liability insurance coverage(s) ("Coverage(s)")** required by the Lease is provided under the insurance policy or policies referenced below. Lessee hereby authorizes Lessor to obtain, and any insurance company or companies providing said Coverage(s) to release or issue to Lessor upon Lessor's request, either or both, the policy or policies of insurance, and/or endorsement(s) of Coverage.

Agent/Broker Name:_____

Company Name:_____

Policy No.:_____ **Policy Expiration Date** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone No.: _____ **Fax No.:** _____

Please provide a certificate of insurance, lender's loss payable endorsement, and additional insured endorsement as follows:

Loss Payee & Additional Insured: ***BancLeasing, LLC and
BankFirst Financial Services
As Their Interests Appear
660 North Central Expressway, Suite 400
Plano, TX 75074
214.778.1840 Phone
214.778.1841 Fax***

Insured Amount: ***\$73,427.55***
Equipment Description: ***See Exhibit "A"***

LESSEE: City of Starkville

BY: X_____

NAME: D. Lynn Spruill_____

TITLE: Mayor_____

DATE: _____

EXHIBIT A

LESSEE:	City of Starkville
LEASE DATE:	May 16, 2019
SCHEDULE NO:	1
EQUIPMENT LOCATION:	405 Lynn Lane, Starkville, Oktibbeha County, MS 39759

QTY	TYPE	EQUIPMENT DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
1		1443TC 9009A TERRAINCUT ROUGH MOWER		1TC9009ACJV030300
1		6764 CANOPY KIT		
1		9768 27IN REAR ROLLER SCRAPER KITS		
1		9843 27&34; REAR STEPPED ROLLER, 9009A		

Incumbency Certificate Instructions

Mayor Spruill must sign the middle of the form next to her title.

A city secretary/clerk (such as Lesa) must attest to the Mayor's signature by completing the top portion of the form and signing at the bottom of the form.

Thank you!



INCUMBENCY CERTIFICATE

I _____, **DO HEREBY CERTIFY** that I am the duly elected or appointed and acting Secretary/Clerk of the city of Starkville, a political subdivision or agency duly organized and existing under the laws of the State of _____ that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that: (i) the signatures set opposite their respective names and titles are true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into the Lease Agreement identified by and between such entity and BancLeasing, LLC™.

NAME

TITLE

SIGNATURE

D. Lynn Spruill

Mayor

X

(Print name of person(s) executing lease documentation)

Signed and sealed by the undersigned on _____
_____, 2019.

X

Secretary/Clerk

- SEAL -



ADDENDUM TO MASTER LEASE

This addendum "Addendum" is made to Master Lease #39677MS-108, dated May 16, 2019 between BancLeasing, LLC™ ("BL") as lessor and City of Starkville as lessee ("Lease").

1. Notwithstanding anything to the contrary in the Lease, the parties hereto agree to add the following provision to the Lease, which shall be incorporated therein:

Lessee warrants that it is a state, or a political subdivision thereof, as defined in Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") and the related regulations and rulings thereunder, or the District of Columbia, and that Lessee's obligation under this Lease constitutes an enforceable obligation issued on behalf of a state or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its assignee, will qualify for exclusion from gross income for federal income tax purposes by Lessor, its assignee, and any participants with such, under Section 103 of the Code.

Lessee further warrants that (a) Lessee has the legal capacity to enter into this Lease and is not in contravention of any city, district, county or state statute, rule, regulation or other governmental provision; (b) during the Lease term, the Equipment will be used by Lessee only for the governmental or proprietary purpose stated herein consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee; and (c) it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest component of the Lease Payments under Section 103 of the Code; (d) it shall not, directly or indirectly, use or permit the use of the property financed with the Lease, or any portion thereby, by any person other than the governmental unit, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest component of the Lease Payments.

Lessee acknowledges and agrees that, if for any reason, the usage of the Equipment would cause any interest payment hereunder to lose its exclusion from gross income for federal income tax purposes, or if Lessee fails to comply with the information reporting or assignment requirements of Section 149(a) and (e) of the Code, then Lessee agrees to the extent allowed by law, to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been in had such payments been excluded from gross income for federal income tax purposes under Section 103 of the Code.

2. Except as expressly stated herein, all other terms and conditions of the Lease shall remain the same and in full force and effect. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict between the terms and conditions herein and the Lease, the terms and conditions of this Addendum shall prevail.

3. This Addendum shall be effective as of May 16, 2019("Effective Date")

IN WITNESS WHEREOF, the parties have signed this Addendum as of the Effective Date set forth above.

LESSOR: **BancLeasing, LLC**

LESSEE: **City of Starkville**

By: _____

By: X _____

Name: _____

Name: D. Lynn Spruill _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____

BANK QUALIFIED CERTIFICATE

Re: Master Lease Agreement With Purchase Option Addendum dated as of May 16, 2019 (the "Agreement"), between BancLeasing, LLC™ ("Lessor") and City of Starkville ("Lessee")

WHEREAS, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which the Agreement is executed (i.e., 2003) by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A Bank Qualified Issuer" is an issuer that designates not more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year for purposes of Section 265(b)(3)(B) of the Code.)

NOW, THEREFORE, Lessee hereby designates the Agreement as follows:

1. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Code, the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations."

2. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and other than obligations "deemed designated" under Section 265(b)(3)(D)(ii) of the Code) in an amount greater than \$10,000,000.

Lessee: City of Starkville

X _____

Name

Mayor _____

Title

Dated as of: _____



NON-APPROPRIATION ADDENDUM

Addendum to Lease # 39677MS-108 ("Lease") Dated May 16, 2019 between BancLeasing, LLC™, Lessor, and City of Starkville, Lessee.

This non-appropriation addendum ("NA Addendum") is an addendum to that certain Master Lease Agreement referenced above. Unless otherwise specified herein, all capitalized terms used in this NA Addendum have the same meaning as in the above referenced Master Lease Agreement, and all terms and conditions of the Master Lease Agreement not inconsistent with this NA Addendum shall be and remain in full force and effect.

The following is added to and is a part of the above referenced Master Lease.

NON-APPROPRIATION:

(a) Lessee intends to continue all Lease Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all lease payments during the term of all Lease Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any lease payments due under the Lease Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the lease payments for a Lease Schedule under Section (b) below, such Lease Schedule shall terminate at the end of the then current Base Term or Base Term Extension. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided, and Lessee shall not be liable for any damages for its failure to so comply.

(b) If during the then current Base Term or Base Term Extension, sufficient funds are not appropriated to make lease payments required under a Lease Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Lease Schedule for the following fiscal year and the Lease Schedule shall terminate at the end of the then current Base Term or Base Term Extension and Lessee shall not be obligated to make lease payments under said Lease Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (a "Non-appropriation Event") Lessee shall, no later than the end of the fiscal year for which lease payments have been appropriated, deliver possession of the Equipment under said Lease Schedule to Lessor in the condition required by this Agreement. If Lessee fails to deliver possession of the Equipment to Lessor upon termination of said Lease Schedule by reason of a Non-appropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the Daily Lease Payment (1/360 of the annual lease payment) multiplied by the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the lease payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory with Lessor. If Lessee terminates a Lease Schedule pursuant to this Section, unless the following would affect the validity of this Lease or such Lease Schedule, for a period of three hundred sixty (360) days from the effective date of the termination, Lessee will not purchase, lease, rent, seek appropriations for, or otherwise obtain equipment serving the same function as the Equipment, and such an obligation will survive termination of this Lease. In the event that, subsequent to Lessee's exercise of this termination for Non-Appropriation, funds are made available to Lessee for the Equipment or for equipment which will perform services and functions which in whole or in part are the same services and functions for which the Equipment was originally leased, Lessee agrees, at Lessor's option, to purchase, lease or otherwise acquire such equipment from Lessor.

Initials X

LESSOR: **BancLeasing, LLC**

LESSEE: **City of Starkville**

By: _____

By: X _____

Name: _____

Name: D. Lynn Spruill _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____

NOTE: SIGNATURE MUST BE SAME AS ON LEASE

Form of Opinion of Counsel

Re: Lease Purchase Agreement dated May 16, 2019, by and between City of Starkville (the Lessee) and BancLeasing, LLCTM, as Lessor.

BancLeasing, LLC and its assign:

I have acted as counsel to City of Starkville with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters. In this capacity I have reviewed a duplicate original or certified copy of the Lease and the exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a State, territory, or a possession of the United States, the District of Columbia, or any political subdivision thereof ("State or Local Governmental Unit") and has been delegated the right to exercise part of the sovereign power of the State or Local Governmental Unit. Lessee is a tax-exempt entity, as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").
2. Pursuant to Section 265(b)(3)(B)(i) of the Code, the Lessee has specifically designated the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee has represented that it has not and will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered, as "qualified tax-exempt obligations."
3. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee has represented that it and any and all of its subordinate entities within the meaning of Section 265(b)(3)(E) of the Code reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and other than obligations "deemed designated" under Section 265(b)(3)(D)(ii) of the Code) in an amount greater than \$10,000,000.
4. The Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations hereunder and the transactions contemplated thereby.
5. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of the Lessee, and is a valid and binding contract of the Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditor's rights.
6. The authorization, approval, and execution of the Lease and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in

accordance with all applicable open meeting, public bidding, and all other laws, rules, and regulations of the State of MS.

7. The execution of the Lease and the appropriation of moneys to apply to the Lease Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form, or amount of indebtedness which may be incurred by the Lessee.
8. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of the Lessee; the authority of the Lessee, its officials or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Lease Payments under the Lease for the current fiscal year of the Lessee; or the ability of the Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
9. The Lease was duly and validly adopted by official action of the governing body of the Lessee on the _____ day of _____, 2019 and such official action has not been amended or repealed and remains in full force and effect.

Dated:

Very Truly Yours,

X _____

**DIRECT PAYMENTS (ACH DEBITS)
AUTHORIZATION AGREEMENT**

I (we) hereby authorize BankFirst Financial Services, hereinafter called **COMPANY**, to initiate debit entries to my (our) account indicated below and the Financial Institution named below, hereinafter called **FINANCIAL INSTITUTION**, to debit same to such account. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with provision of US law.

(Financial Institution) (Branch)

(Address) (City, State) (Zip)

Routing/Transit Number: _____ Account Number: _____ Checking Savings

This authority is to remain in full force and effect until **COMPANY** has received written notification, by mail, to BankFirst, Attn: ACH Department, P O Box 31, 3055 Jefferson Street, Macon, MS 39341, from me (or either of us) at least three (3) days prior to the proposed effective date of the termination of authorization.

Name: SSN:

(Signature) (Date)

Name: SSN:

(Signature) (Date)

Please attach copy of voided check to this form

Lease Number: 39677MS-108

Amount: \$4,489.00

Start Date:

Expiration Date:

Charge the \$1.00 Service Charge per Transfer? YES NO



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

**AGENDA ITEM DEPT.: Police
AGENDA DATE: 6/18/2019
PAGE: 1**

SUBJECT: Consideration of Janitorial Proposals Received.

Janitorial Proposals

Company Name	City Hall Quote
Jan- Pro Cleaning Systems	\$590.00 per month- Twice a month- list of services provided \$295.00 per month - Once a month \$756.00 per month – Once a week ***Bid documents are attached
Jani King	\$560.00 per month- Twice a month- list of services provided ***Bid documents are attached \$280.00 per month- Once a month- list of services provided

AMOUNT & SOURCE OF FUNDING: Bldg Maintenance Contract Services 001-201-630-426.

HISTORY: The recommendation to use Jan-Pro cleaning service is based on the. Regular proper maintenance will extend the life of the appearance of Police Department. The building has been cleaned in the past by Court defendants working off fines. This is unreliable cleaning in that there are not always defendants available to clean. MS Code Section §31-7-13 (d) (i) allows a governing agency to accept a bid other than the lowest bid submitted if the reasons are documented in the minutes.

**REQUESTING
DEPARTMENT: Police**

**DIRECTOR'S
AUTHORIZATION: R. Frank Nichols, Police Chief**

FOR MORE INFORMATION CONTACT: R. Frank Nichols, Police Chief or Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION:

Move approval to accept the best proposal received from Jan-Pro for 756.00 per month for Starkville Police Department and authorize the City to sign an agreement with said company upon review of the Board Attorney.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 06-18-19
PAGE: 1 of 14

SUBJECT: The Starkville Police Department is requesting permission to apply for the Justice Assistance Grant for FY20 Funding in the area of equipment. This request for funding is for two (2) Radar Speed Limit Signs. This grant is a (\$3,750.00) 75% / 25% match grant up to \$5,000.

AMOUNT & SOURCE OF FUNDING: \$5,578.12 with \$3,750.00 reimbursable through the JAG Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY19 Funding with the Justice Assistance Grant for funding of Equipment. This grant is a 75% reimbursable grant.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
ONLY

Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email) City of Starkville 110 W. Main Street Starkville, MS 39759 (662)323.4131 c.jackson@cityofstarkville.org	2. Project Director (Name, Address, Zip, Phone) Cpl. Christopher Jackson 101 E. Lampkin Street Starkville, MS 39759 (662)769-4425 c.jackson@cityofstarkville.org	3. Financial Officer (Name, Title, Address, Zip, Phone) Lesa Hardin, City Clerk 110 W. Main Street Starkville, MS 39759 (662)323-2525				
4. Project Title Local Law Enforcement		5. DUNS Number: 782430557 _____ Tax ID. Number: 64-6001082				
6. Type of Application ☐ Initial ☐ 2 nd Yr. or ☐ ____ Yr. Funding ☐ Continuation of Grant No. _____		7. Desired Project Duration <u>12</u> Months Start Date: 10/01/20119 End Date: 09/30/2020				
8. Brief Project Summary (required)						
9. Budget Category	Requested	Approved by DPSP				
a. Personnel						
b. Fringe Benefits						
c. Equipment	\$5,578.12					
d. Travel						
e. Operating Expense						
f. Contractual Services						
g. Miscellaneous						
Total Project Budget	\$5,578.12					
10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	\$3,750.00	67%	\$1,828.12	33%	\$5,578.12	100%
11. Number of pages in this application		11				

Chief Administrative Officer (Signature and Date)

Project Director (Signature and Date)

Chief Administrative Officer (Type or Print)

Financial Officer (Signature and Date)



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE
ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The City of Starkville, Starkville Police Department is comprised of 60 sworn officers and a civilian support staff consisting of 10 personnel. The population of The City of Starkville was estimated at 25,352 in 2017 with an additional 2018 Mississippi State University enrollment of 22,201. The department is divided into two detachments with various squads to serve the community in countless functions. The City of Starkville takes pride in providing exceptional training to its officers as well as officers in neighboring jurisdictions. The Starkville Police Department is one of the few municipal departments both state and nationally accredited through CALEA (Commission on Accreditation for Law Enforcement).

It is the mission of The Starkville Police Department to safeguard the lives and property of the people we serve. Our role is to enforce the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. It is our belief that the citizens of Starkville deserve to have an exemplary police agency. The City of Starkville actively deters crime, aggressively pursues suspects and vigorously convicts those that commit crimes within our community. The Starkville Police Department is resolute in providing a safe community for all who reside, visit or commute to enjoy all the amenities of a college town.

To accomplish our purpose, The Starkville Police Department utilizes continued education, pre-event planning and the use of equipment. The Starkville Police Department is continually seeking ways to improve the safety of its citizens. The safety of motorists and pedestrians is an area The City of Starkville actively improves upon. Every fall, students arriving at Mississippi State University call Starkville home. Many of these young adults

have never been away from their hometowns. These young drivers and pedestrians often become distracted, which become a danger to all.

In 2018, The Starkville Police Department received 1490 calls for service in regards to motor vehicle collisions. 68 collisions with injuries and 13 pedestrian collisions were report in 2018. In 2017, The Starkville Police Department responded to 1511 collisions with 90 reported with injuries. In 2016, The Starkville Police Department responded to 1669 collisions with 111 reported with injuries. To assist in reducing collision rates, The Mississippi Department of Transportation recently reconfigured MS Highway 12 to include a center median that prevents vehicles from making left turns. MDOT stated that MS Highway 12 has one of the highest collision rates in northeast Mississippi. To assist in this, The Starkville Police Department increased saturation patrol throughout the city to promote safe driving. The police department also utilizes a radar trailer to remind drivers what the posted speed limit is.

Unfortunately, some roadways are not designed wide enough for an officer to monitor traffic while stationary. The influx of population while Mississippi State University is in session along with large sporting events puts a tremendous strain on the city's infrastructure. The use of two radar signs would prove beneficial in preventing motor vehicle collisions where students frequently travel on foot. Many students do not pay attention while crossing the road inside the city limits due to student right of way on campus. This can prove fatal when vehicles exceed the lawful speed limit. According to a 2018 GHSA report, pedestrians account for the largest proportion of traffic fatalities.

With well into the hundred thousand annual visitors, from sporting events to festivals, The City of Starkville wants to continue to make improvements that will provide safety for all.

Collision Data provided by Starkville Police Department (Tyler Report Management Software)

Starkville Population provided by US census

Mississippi State University Enrollment provided by msstate.edu

Governors Highway Safety Association (GHSA 2018) Report



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE
ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

The Starkville Police Department's objective is to reduce the impact that motor vehicle involved injuries and fatalities cause to a community. To accomplish this task, The City of Starkville will deploy two radar signs. These signs will work in conjunction with the strategies previously deployed. The two radar signs will be in fixed locations while current resources monitor traffic while mobile throughout the city. The Starkville Police Department projects a speeding decline in the areas impacted by these radar signs. Historically 80% of drivers slow down when they encounter a radar speed limit sign.

With the added equipment and lawful speeds, motorists will be able to perceive and react to potential roadway threats in a sufficient manner. The added radar to the signs will display the motorist's speed as well as the posted speed limit. This will naturally cause motorists to slow down and pay more attention to surroundings. Commuters not familiar with the area will observe an interactive sign to assist them in obeying the traffic speed laws. Accord to The National Highway Traffic Safety Administration, a pedestrian hit by a vehicle traveling 20 mph has a 5% chance of fatality. This increases to 45% at 30 mph, and 85% at 40 mph.

The Starkville Police Department believes that this will have a positive impact on motorists and pedestrians alike. The project will increase the safety of pedestrian traffic in densely traveled areas. The longevity of this project will increase traffic safety for years to come.

Data: 2009 NHTSA Report and Radarsigns.com analytical data



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

PROJECT PLAN AND SUPPORTING DATA

DPSP USE
ONLY

Grant No.

PART III. IMPLEMENTATION

The process for the implementation of this equipment will begin as soon as we acquire it. This is to accomplish the most desirable outcome. Following installation of the equipment, public outreach, education and target enforcement will follow. A Media campaign will assist in public perception and awareness of the much-needed equipment.

Time Table for Accomplishment of Goals

Months 0-2

Months 2-3

Acquire equipment-----I

Training, Installation and Utilize Equipment-----I

During the grant year, there will be one project manager, Corporal Christopher Jackson, which will comply with all reporting, budget submissions and PMT reporting as required. The supply Sergeant will assist in coordinating the purchase of equipment and notify the project manager of the location of the equipment anytime it redeploys to a different location.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

SUSTAINABILITY PLAN

DPSP USE
ONLY

Grant No.

PART IV:

It is the intent of the Starkville Police Department to continue to provide quality public safety throughout the community. The City of Starkville will work with a combination of targeted enforcement, outreach and education to accomplish its mission. This equipment will prove to be a valuable tool to assist in our current strategies for public safety.

The Starkville Police Department will maintain, repair and inventory the equipment regularly and as needed. Strategically placing two (2) radar signs will assist with traffic enforcement and deterring speeders. With continued public support and education, The City of Starkville expects to see a decrease in motor vehicle collisions and speeding violations.

In the advent, that JAG funding is no longer available; The City of Starkville will continue its outreach, education and enforcement to ensure public safety. Community engagement is the key to any successful strategy. Sustaining the project will come through maintaining equipment, enforcement and continued community assistance.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE
ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	\$5,578.12	
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$3,750.00	67	1828.12	33	5578.12	100
APPROVED BUDGET						

Budget Prepared By: Corporal Christopher Jackson



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE
ONLY

Grant No.

PART VI:

The Starkville Police Department is requesting funds from the Justice Assistance Grant in the field of equipment for the purchase of two (2) radar speed limit signs. The purchase will allow the Starkville Police Department to further its' traffic safety strategy. The breakdown is as follows:

Equipment

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext Price</u>
ER12-P-DC599 Solar	2	\$2789.06	<u>\$5578.12</u>
(Radar Sign)			\$5578.12

Concerning this purchase, it is the hope of the Starkville Police Department that by deploying these invaluable tools, it provide for a safer commute throughout the city. In addition to this, the agency believes that the efficiency of these tools will reduce speeds, decrease violations and lower traffic complaints. The project coordinator, Corporal Christopher Jackson, will manage the funds and provide whatever proof is requested and required by the federal government concerning paperwork, proof of payment, invoices and implementation of the equipment.

Once funds are approved, our agency will order and purchase the equipment. Once received, officers will be trained on use, maintenance and strategies. Obligatory paperwork will be on available should it be needed for proof and used for a reimbursement request through the state.

Funds requested will not exceed \$5,000 and The City of Starkville will request the reimbursement amount of \$3,750.00 as outlined in the RFP. The City of Starkville will pay the remaining \$1,828.12 match as outlined in the RFP.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP Use
Only**

Grant No.

PART VIII: EVALUATION PLAN

With the purchase, training and deployment of radar speed limit signs, The City of Starkville should expect a decrease in hazardous speeding violations and traffic related injuries. Officers will secure a sign for long-term use on South Montgomery Street and another on Louisville Street. These two roadways will be used to evaluate the effectiveness of the project. Both roadways incur heavy traffic flow daily. The project manager will assess citizen complaints, speeding violations and traffic related injuries of these roadways prior to the signs deployment as well as post deployment. These two roads receive the most citizen complaints for speeding and are the focus of enforcement during the evaluation period.

With Starkville's population reaching enormous highs during events and university football games, Officers will be able to reduce the dangers of traffic related injuries and fatalities. This will essentially make the community safer for residence, students and visitors.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

NON-SUPPLANT CERTIFICATION

**DPSP Use
Only**

Grant No.

PART VIII:

The City of Starkville (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: Mayor

Date: _____



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP USE
ONLY**

Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

- A. The City of Starkville (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Mayor Lynn Spruill

Address 110 West Main Street, Starkville, MS 39759

Title Mayor

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

- B. The City of Starkville (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.



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

AGENDA ITEM NO:
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Wesco Distribution for the purchase of optical ground wire (material only) in the amount of \$30,750.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: 2 Quotes Received

Wesco	\$30,750.00
Gresco Utility Supply	\$32,902.50

AUTHORIZATION HISTORY: SU has ordered the Phase 1 optical ground wire (previously approved by the Board May 7, 2019). This purchase has a 16-18 week lead time.

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Wesco Distribution for the purchase of optical ground wire (material only) in the amount of \$30,750.00.

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF QUOTES
FOR
FOR OPTICAL GROUND WIRE (MATERIAL ONLY) -PHASE 2

BIDDER	MANUFACTURER	TOTAL PRICE	TIME OF DELIVERY
Wesco Distribution Richland, MS	AFL Telecommunications	\$30,750.00	16-18 Weeks ARO
Gresco Utility Supply, Inc. Mt. Olive, MS	AFL Telecommunications	\$32,902.50	16-18 Weeks ARO

I hereby certify that this is a true and correct tabulation of the Quotes received for Optical Ground Wire received by Starkville Utilities on May 29, 2019.


Jeffrey Atwell, P.E.



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

AGENDA ITEM NO:
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request approval for Orlando Smith and Justin Hatcher with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Operation Lab 3 on July 22-26, 2019. Cost associated with the trip should not exceed \$3,500 (registration, lodging, meals, and mileage). Advance travel requested in the amount of \$319.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval Orlando Smith and Justin Hatcher with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Operation Lab 3 on July 22-26, 2019. Cost associated with the trip should not exceed \$3,500.

TRAVEL EXPENSE REPORT
STARKVILLE UTILITIES
200 N Lafayette St, Starkville, MS 39759

NAME	Justin Hatcher	TRAVEL	Class
DIVISION	Electric Division	PURPOSE	TVPPA Lab 3 Operations
POSITION	Apprentice 2	BEGIN DATE	7/22/2019
PHONE	662-323-3133	END DATE	7/26/2019
EMAIL	jhatch1194@gmail.com	TOTAL DAYS	5
MANAGER	Terry Kemp	DESTINATION	Other City
TYPE OF REIMB	Advance Travel	OTHER CITY	Scottsboro, AL
MEAL RATE	\$55.00/day	HOTEL ROOM	Yes
HOTEL RATE	\$94.00/night	TOTAL NIGHTS	5
		VEHICLE	Personal Vehicle

Advance Travel

DESCRIPTION (Enter Totals for Trip)		TOTAL COST	Paid by Employee	Cost to Employee	Amt Due to Employee
Registration Costs		\$804.75	No	\$0.00	\$0.00
Hotels		\$485.00	No	\$0.00	\$0.00
Mileage	0.0 mi.	\$0.00	Yes	\$0.00	\$0.00
Meals	5 days	\$275.00	No	\$0.00	\$0.00
Other Transport		\$0.00	No	\$0.00	\$0.00
Miscellaneous		\$0.00	No	\$0.00	\$0.00
TOTAL COST OF TRAVEL		\$1,564.75		\$0.00	\$0.00

ADVANCE TRAVEL REQUESTED \$0.00

ESTIMATED EXPENSE REIMBURSEMENT \$0.00

Employee Signature: 

Date: 6/6/19

Supervisor Signature: 

Date: 6/6/19

Dept Head/Mayor Signature:

Date:

(Department Heads may approve travel with total cost up to \$1,000, from \$1,001-\$2,000 the mayor may approve request, greater than \$2,000 total cost requires board approval. All advanced travel requires board approval.)

Board Approval Date (if applicable):

Expense Reimbursement Reconciliation

Estimated Expense Reimbursement \$ -

Actual Costs Incurred (attach receipts**) \$ -

Reimbursement to Employee (Lesser of Estimated vs. Actual Costs) \$ -

** Receipts supporting every expense on this form must be attached to this form for reimbursement. Meal and Hotel receipts must be a detailed receipt listing each item purchases (not just a credit card statement total amount). No alcohol should be purchased on city travel and will not be reimbursed.

TRAVEL EXPENSE REPORT
STARKVILLE UTILITIES
 200 N Lafayette St, Starkville, MS 39759

NAME	Orlando Smith	TRAVEL	Class
DIVISION	Electric Division	PURPOSE	TVPPA Lab 3 Operations
POSITION	Apprentice 2	BEGIN DATE	7/22/2019
PHONE	662-323-3133	END DATE	7/26/2019
EMAIL	lilr_0@yahoo.com	TOTAL DAYS	5
MANAGER	Terry Kemp	DESTINATION	Other City
TYPE OF REIMB	Advance Travel	OTHER CITY	Scottsboro, AL
MEAL RATE	\$55.00/day	HOTEL ROOM	Yes
HOTEL RATE	\$94.00/night	TOTAL NIGHTS	5
		VEHICLE	Personal Vehicle

Advance Travel

DESCRIPTION (Enter Totals for Trip)		TOTAL COST	Paid by Employee	Cost to Employee	Amt Due to Employee
Registration Costs		\$804.75	No	\$0.00	\$0.00
Hotels		\$485.00	No	\$0.00	\$0.00
Mileage	550.0 mi.	\$319.00	Yes	\$319.00	\$319.00
Meals	5 days	\$275.00	No	\$0.00	\$0.00
Other Transport		\$0.00	No	\$0.00	\$0.00
Miscellaneous		\$0.00	No	\$0.00	\$0.00
TOTAL COST OF TRAVEL		\$1,883.75		\$319.00	\$319.00

ADVANCE TRAVEL REQUESTED **\$319.00**

ESTIMATED EXPENSE REIMBURSEMENT **\$0.00**

Employee Signature: 

Date: 6/6/19

Supervisor Signature: 

Date: 6/6/19

Dept Head/Mayor Signature:

Date:

(Department Heads may approve travel with total cost up to \$1,000, from \$1,001-\$2,000 the mayor may approve request, greater than \$2,000 total cost requires board approval. All advanced travel requires board approval.)

Board Approval Date (if applicable):

Expense Reimbursement Reconciliation

Estimated Expense Reimbursement \$ -

Actual Costs Incurred (attach receipts**) \$

Reimbursement to Employee (Lesser of Estimated vs. Actual Costs) \$

** Receipts supporting every expense on this form must be attached to this form for reimbursement. Meal and Hotel receipts must be a detailed receipt listing each item purchases (not just a credit card statement total amount). No alcohol should be purchased on city travel and will not be reimbursed.



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

AGENDA ITEM NO:
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request approval to enter into Special Facilities Agreement between Starkville Utilities and Southwire Company, LLC for power factor correction facilities.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into Special Facilities Agreement with Southwire Company, LLC for power factor correction facilities.

**SPECIAL FACILITIES AGREEMENT
BETWEEN
STARKVILLE UTILITIES
AND
SOUTHWIRE COMPANY, LLC**

THIS AGREEMENT made and entered into as of this _____ day of _____, 2019, by and between STARKVILLE UTILITIES (hereinafter called "Distributor") and the SOUTHWIRE COMPANY, LLC (hereinafter called "Customer").

WITNESSETH

WHEREAS, Customer desires to have a Distributor furnish, own, install, operate and maintain power factor correction facilities and appurtenances connected immediately adjacent to and on the load side of Distributor's primary metering point used to meter 13 kV electrical power provided by Distributor for Customer's manufacturing facilities on designated property, and

WHEREAS, Distributor has the ability to furnish, own, install, operate and maintain power factor correction facilities and appurtenances.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1: EQUIPMENT AND INSTALLATION

- 1.1. In accordance with conditions set forth herein, Distributor agrees to install for Customer all necessary equipment to furnish, own, install, operate and maintain power factor correction facilities and appurtenances ("System").
- 1.2 A detail of the locations of the equipment constituting said System is set forth in drawing marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:
 - 1.3.1 Pad mounted switched capacitor bank, 1200 kVAR rating, complete with protective devices, vacuum switches, control power transformer, bussing and elbow terminations.
 - 1.3.2 Box pad for switched capacitor bank.
 - 1.3.3 Capacitor controller.
 - 1.3.4 13 kV supply cables and associated ducts between primary metering cabinet and pad mounted capacitor bank.
 - 1.3.5 13 kV supply cable terminations at primary metering cabinet and pad mounted capacitor bank.

- 1.3.6 Elbow mounted current sensor located within primary metering cabinet.
- 1.3.7 Current sensor cable and ducts between primary metering cabinet and pad mounted capacitor bank.

SECTION 2: SPECIAL FACILITY CHARGES

- 2.1. The Installed Cost for Distributor furnishing and installing the System is **\$39,560.00**. A detailed estimate of cost is set forth in "EXHIBIT B".
- 2.2 The Annual Special Facility Charge shall be 10 percent of the Installed Cost. Each month, one-twelfth of the Annual Special Facility Charge shall be billed to the Customer.

SECTION 3: SYSTEM MAINTENANCE

- 3.1 Normal maintenance includes the replacement or repair of any item included in the System. Maintenance is performed as soon as practicable after discovery by the Distributor or notification from the Customer that a problem exists. Distributor will stock only the most common equipment such as capacitors, vacuum switches, capacitor controls, and fuses; acquisition of unusual repair parts could cause a delay in repair.

SECTION 4: TERM OF AGREEMENT

- 4.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Distributor shall notify Customer in writing as to the date on which service begins.
- 4.2 This Agreement shall become effective after Distributor notifies Customer in writing as above stated in Paragraph 4.1, and shall continue in effect for an initial term of ten years, and shall be considered to be renewed from year to year thereafter, unless terminated by either party at the end of said initial term or any yearly renewal thereof, upon at least twelve months written notice. If Customer should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes to the System unless the Customer agrees to reimburse Distributor for its non-recoverable cost in connection with the making or completion of such additions or changes.

SECTION 5: OTHER TERMS AND CONDITIONS

- 5.1 All System facilities installed by Distributor under this Agreement are and shall remain the property of Distributor. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Distributor nor deprive Distributor of the right to remove any or all property comprising the System.
- 5.2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Distributor's unrecovered costs of the System, to be determined using standard electric utility accounting practice.

- 5.3 Force majeure events beyond Distributor's control, including but not limited to war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on suppliers or carriers shall not constitute breaches of this Agreement.

SECTION 6: SUCCESSORS AND ASSIGNS

- 6.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors, legal representatives and assigns of the parties hereto, but not assignable by Customer without written consent of Distributor except to a wholly owned subsidiary of either Customer or its ultimate parent, or Customer's successor by any bona fide merger, reorganization, or consolidation. In the event of any such assignment, the parties hereto shall remain liable for the faithful performance of this Agreement in all respects by their respective assigns, and such assigns by acceptance of such transfer or assignment shall likewise become bound to the full performance of this Agreement until its expiration.

SECTION 7: WAIVERS

- 7.1 A waiver of one or more defaults shall not be considered a waiver of any other subsequent default.

SECTION 8 - DUPLICATE ORIGINALS

- 8.1 Any number of duplicate originals of this Agreement may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above.

STARKVILLE UTILITIES

SOUTHWIRE COMPANY, LLC

By _____

By _____

Title: _____

Title: _____

Attest: _____

Attest: _____

By _____

By _____

Title: _____

Title: _____

EXHIBIT A
ELECTRICAL PLAN

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV

CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES

STARKVILLE, MISSISSIPPI



PROJECT NO.	10/E3124
DRAWN BY:	REW
CHECKED BY:	JA
DATE:	05/29/19
SCALE:	1" = 10'
VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
ELECTRICAL UNDERGROUND LARGE SCALE PLAN	
DRAWING NO.	
EU4.1	



1

EU4.1

ELECTRICAL UNDERGROUND LARGE SCALE PLAN

SCALE: 1" = 10'

NUMBERED NOTES

- 1

INSTALL PADMOUNTED PRIMARY METERING ENCLOSURE AND GROUND SLEEVE COMPLETE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 13 KV CABLE INSTALLED AT THIS LOCATION (SIX TOTAL). INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #10 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL). REFER TO PRIMARY METERING ENCLOSURE DETAIL ON SHEET EU5.1. REFER TO PRIMARY METERING ENCLOSURE SCHEDULE ON SHEET EU6.1.
- 2

CABLE JUNCTION ENCLOSURE BY SOUTHWIRE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 13 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
- 3

REFER TO OVERHEAD ELECTRICAL PLAN ON SHEET EO1.1.
- 4

INSTALL PADMOUNTED PRIMARY METERING CABINET IMMEDIATELY ADJACENT TO EXISTING OVERHEAD METERING COMMUNICATIONS ENCLOSURE. REMOVE EXISTING SOUTHWIRE METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED PRIMARY METERING CABINET AND RECONNECT TO NEW METERING CTS AND PTS. EXISTING FIBER OPTIC CABLES TO REMAIN AS-IS. REMOVE EXISTING STARKVILLE UTILITIES METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED SWITCHGEAR UNIT AND RECONNECT TO NEW METERING CTS AND PTS.
- 5

INSTALL 1200 KVAR SWITCHED PAD MOUNTED CAPACITOR BANK AND GROUND SLEEVE COMPLETE. INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #10 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
- 6

INSTALL CURRENT SENSOR ON PHASE OUTGOING 750 KCMIL 15 KV CABLE. INSTALL 2/C CT CABLE IN 1" CONDUIT BETWEEN PRIMARY METER AND PAD MOUNTED CAPACITOR BANK FOR VAR SENSING AND CAPACITOR CONTROL.

EXHIBIT B
ESTIMATE OF PROBABLE COST



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

AGENDA ITEM NO:
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request approval for Starkville Utilities to enter into project agreement with Southwire to install new underground 13kV circuit to the Southwire Plant.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into project agreement with Southwire to install new underground 13kV circuit to the Southwire Plant.

**PROJECT AGREEMENT
BETWEEN
SOUTHWIRE COMPANY, LLC
AND
STARKVILLE UTILITIES**

Date: May 16, 2019

Contract No. 2019-01

THIS AGREEMENT made and entered into between **Southwire Company, LLC** (Company), a corporation created and existing under and by virtue of the laws of the State of Delaware, and **City of Starkville, Mississippi** (Distributor), a municipality created and existing under and by virtue of the laws of the State of Mississippi.

W I T N E S S E T H:

WHEREAS, Company desires to improve and renovate its existing 13 kV electric distribution system, and

WHEREAS, Distributor is planning to construct a new underground 13 kV electric distribution feeder to serve the Company, and

WHEREAS, the parties wish to agree upon the terms and conditions under which Company and Distributor will complete and pay for the work for Distributor's new 13 kV electric distribution feeder and Company's electric system improvements and,

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, the parties agree as follows:

SECTION 1 - DEFINITIONS

- 1.1 "Distributor Actual Costs" means all costs associated with the Distributor Work including, without limitation, planning, scoping, surveying, siting, design, engineering, labor, travel, contracts, equipment usage, materials, supplies, including applicable overheads.
- 1.2 "Distributor Work" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, and construction of a new underground 13 kV electric distribution feeder (including rearrangement of overhead feeder circuits, primary risers, ducts, Company-furnished medium voltage cables, cable terminations, cable junction enclosures, primary metering enclosure and equipment, and all other related appurtenances) between Company's existing Southwest Starkville Substation and Company's proposed 13 kV switchgear located at its facility in Starkville, Mississippi. Distributor Work will be constructed in accordance with Good Utility Practice. Distributor Work to be constructed under this Agreement is detailed on drawings included as Attachment A of this Agreement.
- 1.3 "Company Work" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, including medium voltage cables

required for both Company's and Distributor's work, construction of Company's new 13 kV electric switchgear, rearrangement of 13 kV feeder circuits downstream of the new switchgear unit, installation of new 13 kV cables to SU's backup riser, and reconnection of its check metering. Company Work will be constructed in accordance with Good Utility Practice. Company Work to be constructed under this Agreement is generally in detailed on drawings included as Attachment A of this Agreement.

1.4 "Power Factor Correction Equipment" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, and construction of a new pad mounted switched capacitor bank (including ducts, Company-furnished 13 kV cables, cable terminations, power factor correction enclosure and equipment, and all other related appurtenances) which will be connected on the load side of Distributor's revenue metering. Power Factor Correction Work to be constructed under this Agreement is detailed drawings included as Attachment A of this Agreement.

1.5 "Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to any particular set of optimum practices, methods, or acts to the exclusion of all others, but rather is intended to include a spectrum of acceptable practices, methods, and acts.

SECTION 2 - TERM AND TERMINATION

2.1 Effective Date and Term. This Agreement will be effective as of the date above first written (Effective Date), and, except as otherwise provided, will continue in effect until all obligations of the parties under this Agreement have been fulfilled and the Electric Distribution Feeders are in service. The target in-service date is November 2019. The exact in-service date and any cutover outages will be coordinated and mutually agreed to by Company and Distributor.

2.2 Voluntary Termination. Subject to Section 6 below, Company may cancel the Distributor Work upon written notice to Distributor.

SECTION 3 - COMPANY DEPOSIT TO DISTRIBUTOR

Subject to Section 6 below, no deposits or contribution in aid to construction for Distributor's Actual Costs from Company to Distributor for Distributor Work are required.

SECTION 4 - FACILITIES RENTAL AGREEMENT

Distributor and Company will enter into separate Facilities Rental Agreement for Company to pay a monthly facilities rental charge for Distributor to construct, own, operate and maintain Power Factor Correction Unit for Company. The monthly facilities rental charge is estimated to be approximately \$350 per month (based on an installed cost of \$35,000) and will be finalized once equipment has been purchased and exact equipment costs established.

SECTION 5 - COMPLETION OF WORK

Company acknowledges that Distributor will own and maintain all electrical facilities between the Company's Southwest Starkville Substation and load-side terminals of Distributor's primary metering enclosure, along with all Power Factor Correction Equipment. Company will own and maintain all facilities beyond and downstream of the low-side terminal of Distributor's primary metering enclosure.

SECTION 6 - CANCELLATION OF WORK

Prior to the completion of the Distributor Work, if (a) Company notifies Distributor to stop work as provided for under subsection 2.2, then this Agreement will terminate upon completion of the following:

- (a) Distributor will make all reasonable efforts to suspend all Distributor Work in progress, including cancellation of pending orders and return of materials and equipment to vendors, as the case may be. Distributor may retain any of the materials or equipment and will credit Company for the costs incurred by Distributor for the retained materials or equipment. Company will take title to any materials and equipment not so cancelled, returned, or retained by Distributor;
- (b) Company will reimburse Distributor for the Distributor Actual Costs within 30 days after the date of an invoice submitted by Distributor to Company. Distributor will provide copies of its records to verify the accuracy and appropriateness of the Distributor Actual Costs. Company will keep the information provided confidential.

SECTION 7 - NOTIFICATION

Any written notice required by this Agreement will be deemed properly given if delivered in writing to the address specified below (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

For Company	Ed Perez
Mail Notices to:	Project Manager
	Southwire Company, LLC
	One Southwire Drive
	Carrollton, GA 30119

For Distributor	Mr. Terry Kemp
Mail Notices to:	General Manager
	Starkville Utilities
	200 North Lafayette Street
	Starkville, Mississippi 39759

The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 8 - NO ORAL AMENDMENTS

No change, modification, or amendment of this Agreement will be effective or enforceable unless it is in writing and duly executed by all of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

City of Starkville
(Distributor)

Southwire Company, LLC (Company)

By: _____

By: Emory Barber

Name: _____

Name: Emory BARBER

Title: _____

Title: VP, ENGINEERING
10 June 2019

Attest:

Attest:

By: _____

By: Myron Deese

Name: _____

Name: Myron Deese

Title: _____

Title: Director Finance

ATTACHMENT A
DISTRIBUTOR'S CONSTRUCTION DRAWINGS



CONSTRUCTION DRAWINGS FOR NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE PLANT



STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

DESIGNED BY:
AS
ATWELL & GENT
300 UNIVERSITY DRIVE
STARKVILLE, MISSISSIPPI 39759



LOCATION MAP

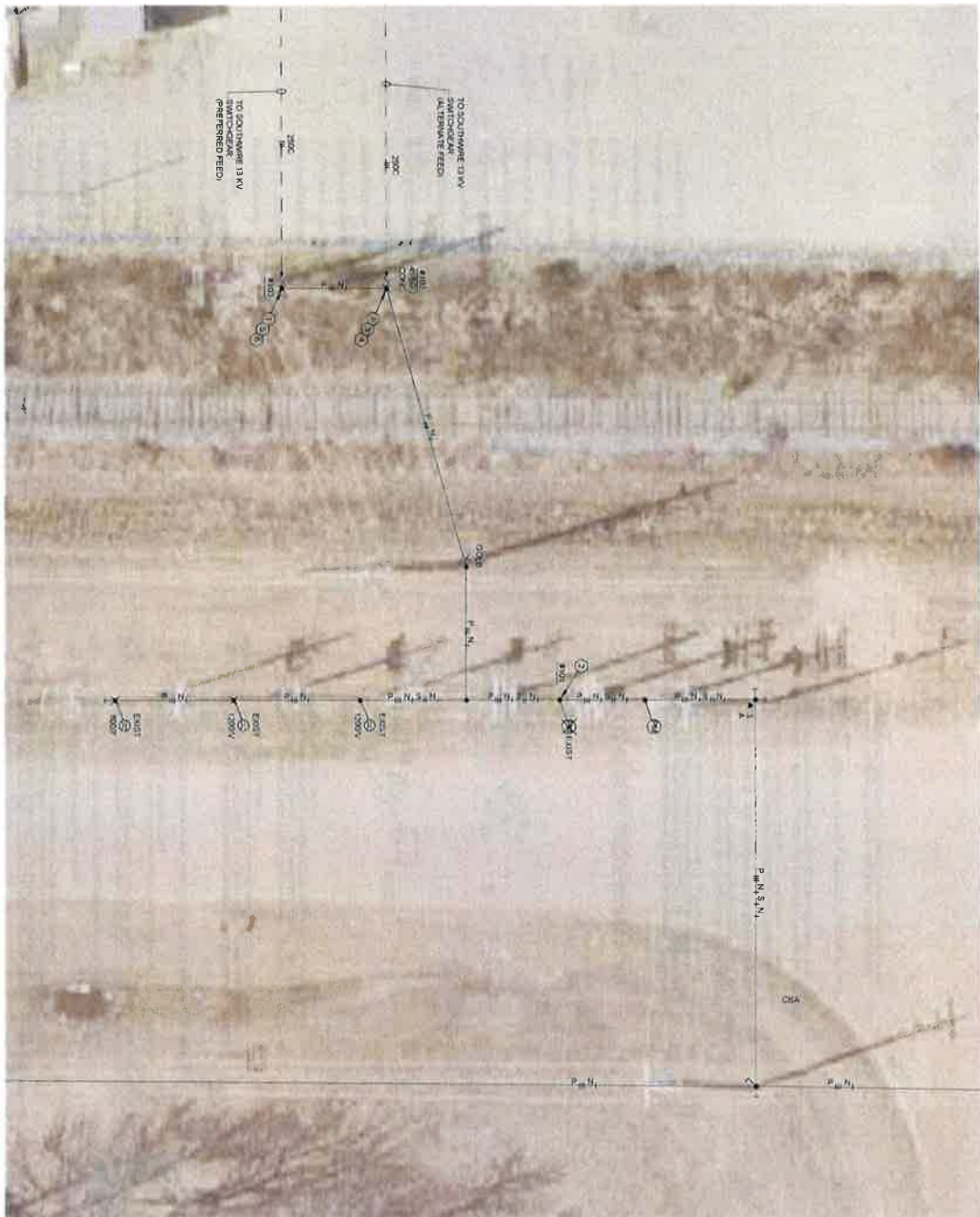


Handwritten signature or initials in blue ink.

E10.1



ATWELL & GENT



ELECTRICAL OVERHEAD SITE PLAN - SOUTHWIRE

SCALE 1"=10'

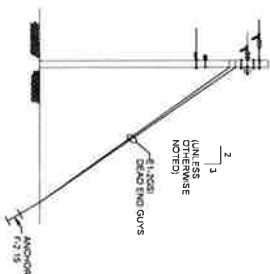
GENERAL NOTES

1. CONSTRUCT WORK IN PHASES. REFER TO PHASES AND SEQUENCING REQUIREMENTS ON SHEET E01.1.
2. ALL ELECTRICAL FACILITIES AND CIRCUITS SHOWN TO BE INSTALLED BY CONTRACTOR SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. ALL NEW, RELOCATED OR REARRANGED CIRCUITS SHALL MATCH EXISTING PHASING AND ROTATION.
3. REFER TO SHEET E06.1 FOR OVERHEAD ASSEMBLY CHARTS.

NUMBERED NOTES

1. REFER TO UNDERGROUND ELECTRICAL SITE PLAN ON SHEET E01.1.
2. REMOVE PRIMARY METERING COMPLETE (SOUTHWIRE CHECK METER).
3. REPLACE RISER POLE COMPLETE.
4. REFER TO GUY CHART G01.1 THIS DRAWING.
5. REMOVE 3/4" CONDUIT RISERS COMPLETE (ONE ACTIVE ONE SPARE) TO BOTTOM OF ELLS SOUTHWIRE TO REMOVE UNDERGROUND 15 KV CABLES.
6. REMOVE RISER POLE COMPLETE.

GC-1



NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



MARK	DATE	DESCRIPTION
10	05/31/2019	ISSUED FOR CONSTRUCTION
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

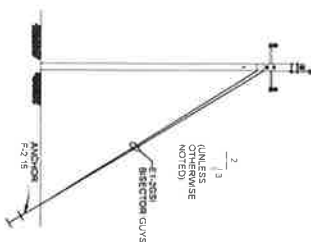
E01.1

DESIGNED BY	05/31/2019
CHECKED BY	05/31/2019
DATE	05/31/2019
SCALE	1"=10'
VERIFY SCALE	1"=10'
BY	05/31/2019
DATE	05/31/2019
PROJECT	NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE
DRAWING NO.	E01.1

ELECTRICAL OVERHEAD SITE PLAN - SOUTHWEST STARKVILLE SUBSTATION

GENERAL NOTES

1. CONSTRUCT WORK IN PHASES REFER TO PHASES AND SEQUENCING REQUIREMENTS ON SHEET E01.
2. ALL ELECTRICAL FACILITIES AND CIRCUITS SHOWN TO BE INSTALLED, RELOCATED OR RE-ARRANGED ON THIS PROJECT SHALL BE PHASED OUT BY CONTRACTOR TO ENSURE PROPER CIRCUIT PHASING AND PHASE ROTATION. ALL NEW RELOCATED OR RE-ARRANGED CIRCUITS SHALL MATCH EXISTING PHASING AND ROTATION.
3. REFER TO SHEET E06-1 FOR OVERHEAD ASSEMBLY CHARTS.

[illegible]

**NEW UNDERGROUND 13 KV
CIRCUIT TO SOUTHWIRE**
*STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI*

[illegible]

CP

ASSEMBLY UNITS INSTALLED

POLE NO.	POLES	SPAN	CONDUCTORS	PRIMARY ASSEMBLIES	TRANS. FORMERS	GRND	GUYS	ANCHOR	SERVICE	MISC.
101	502		477 KCMIL ACSR #2/0 ACSR #6 AL DUPLEX	C-5.71F C-6.71F		H-1.1	E1-2 GSI	F-2 15	UC-6.2F A-5.91 S-2.32	
102		88								
103		84								
104		78								
105		90								
106		176								

ASSEMBLY UNITS REMOVED

POLE NO.	POLES	SPAN	CONDUCTORS	PRIMARY ASSEMBLIES	TRANS. FORMERS	GRND	GUYS	ANCHOR	SERVICE	MISC.
101	502		477 KCMIL ACSR #2/0 ACSR #6 AL DUPLEX	C-5.91 C-5.21 C-5.71F C-6.91F		H-1.1	E1-2 E1-3	F-2 10 F-2 20	PM-3 UC-6.2 UC-6.2F A-5.91	
102		130								
103		299								
104		133								
105		150								
106		389								
		133								
		150								

**NEW UNDERGROUND 13 KV
CIRCUIT TO SOUTHWIRE**
STARVILLE UTILITIES
STARVILLE, MISSISSIPPI



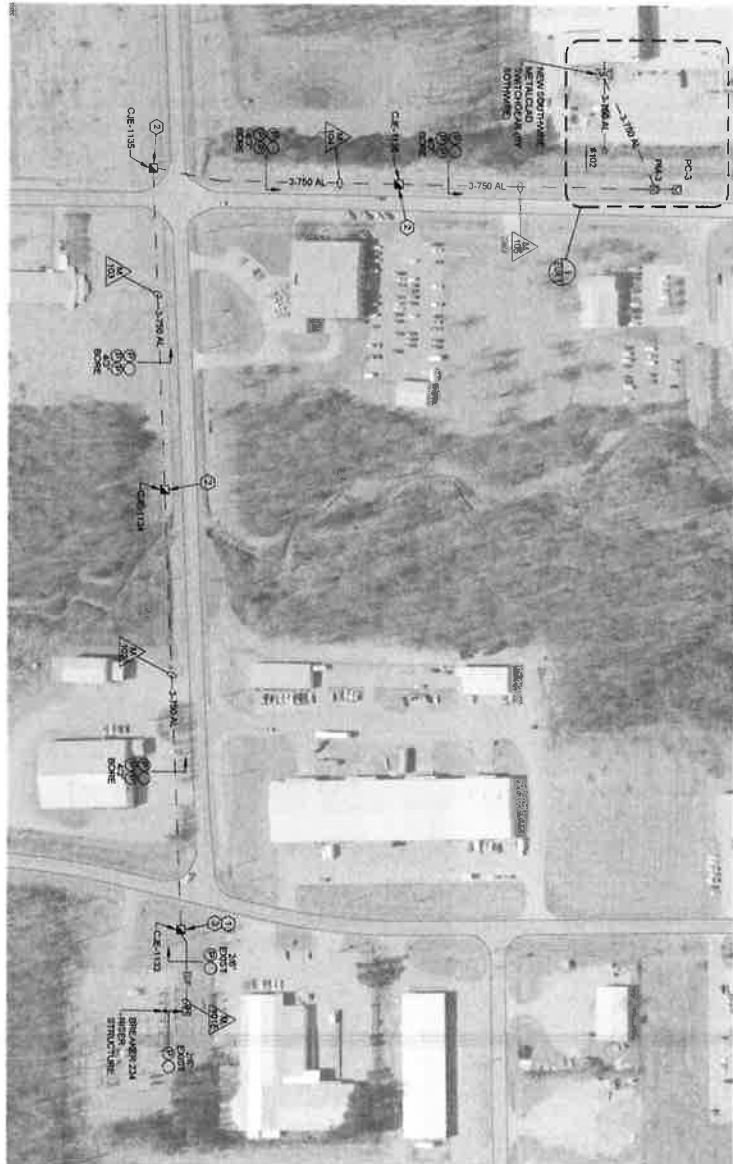
PROJECT NO. 05/2019
DRAWN BY: RSW
CHECKED BY: RSW
DATE: 05/31/19
SCALE: AS SHOWN
VERIFY SCALE:
BANK ONE NOTION
CIRCUIT DRAWING
ELECTRICAL CONSTRUCTION
ASSEMBLY CHARTS
DRAWING NO. **E06.1**

MARK	DATE	DESCRIPTION
10	05/31/19	REVISED FOR CONSTRUCTION



Handwritten signature

SCALE 1" = 100'



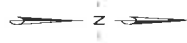
NUMBERED NOTES

1. CONSTRUCT WORK IN PHASES. REFER TO PHASES AND SCHEDULING REQUIREMENTS ON SHEET EUG-1.
2. ALL ELECTRICAL FACILITIES AND EQUIPTS. SHOWN TO BE INSTALLED BEFORE OR RELOCATED AFTER THE COMPLETION OF THE MAIN STRUCTURE SHALL BE RELOCATED OR REMOVED AFTER CHASING AND PHASE PLANNING. ALL NEW RELOCATED OR REBANDAGED EQUIPTS. SHALL HAVE EXISTING PHASING AND MOTION.
3. REFER TO SHEETS EUG-1 AND EUG-2 FOR MEDIUM VOLTAGE (15 KV) DE TALS.
4. REFER TO SHEET EUG-1 FOR MEDIUM VOLTAGE (15 KV) CABLE AND CONDUC TOR DETAILS.
5. REFER TO SHEET EUG-1 FOR MEDIUM VOLTAGE (15 KV) EQUIPMENT SCHEDULES

- [illegible]

[illegible]

94



NUMBERED NOTES

- [illegible]

[illegible]

ATWELL & GENT

**NEW UNDERGROUND 13 KV
CIRCUIT TO SOUTHWIRE**
*STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI*



PROJECT NO.	REVISED BY
DATE	DESIGNED BY
SCALE	FOR N

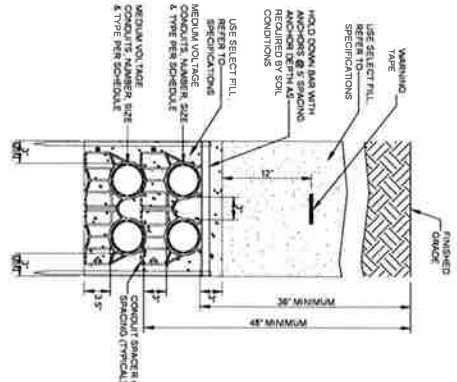
VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING

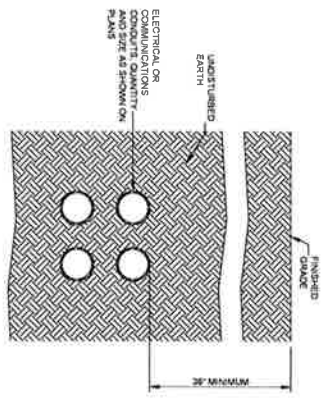
DATE

DESIGNED NO.

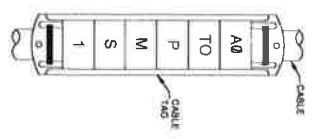
EU4.1



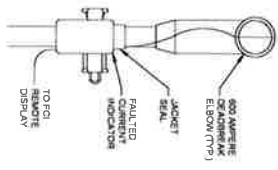
1 DUCT IN TRENCH DETAIL
SCALE: NONE



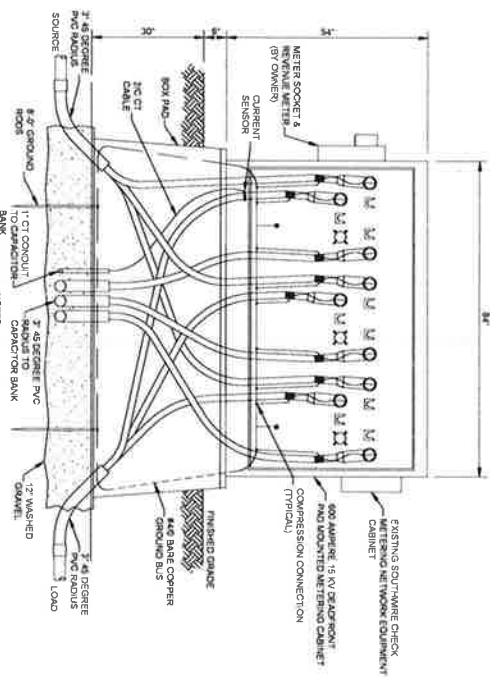
2 DUCT IN BORED HOLE DETAIL (TYPICAL)
SCALE: NONE



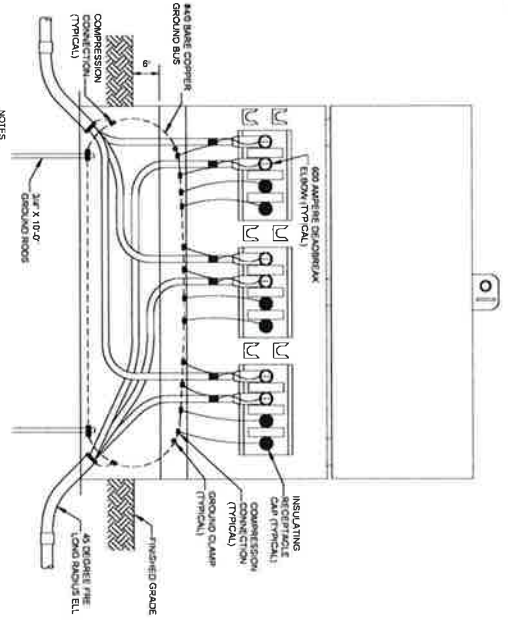
3 CABLE TAG DETAIL (TYPICAL)
SCALE: NONE



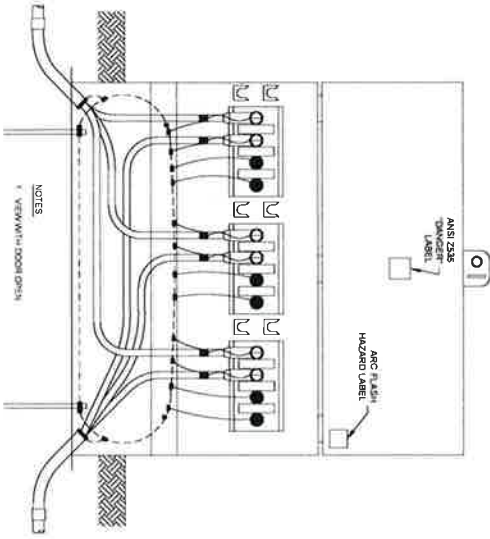
4 FAULTED CIRCUIT INDICATOR (FCI) DETAIL
SCALE: NONE



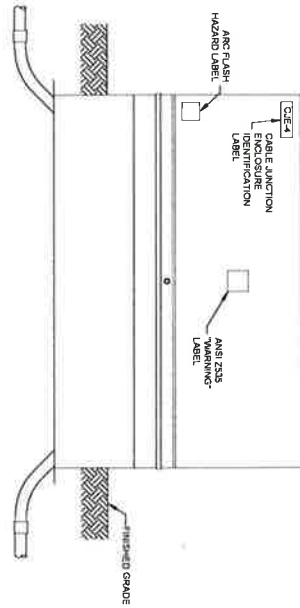
5 PRIMARY METERING CABINET & BOX PAD DETAIL
SCALE: NONE



NOTES
1. USE LOW RADIUS PRE ELLS FOR CONDUIT BENDS UNDER ENCLOSURE GROUND SLEEVE
2. INSTALL TWO DRILL OR WELL COMPACTED LAYERS OF CHISELED LAYER TYPE
3. CABLE JUNCTION ENCLOSURE (TYPICAL)
SCALE: NONE



NOTES
4. VIEW WITH DOOR OPEN
CABLE JUNCTION ENCLOSURE - INTERIOR LABELING
SCALE: NONE



CABLE JUNCTION ENCLOSURE - EXTERIOR LABELING
SCALE: NONE



Ordering No.
EU6.1



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

AGENDA ITEM NO:
AGENDA DATE: June 18, 2019
PAGE: 1

SUBJECT: Request approval for Starkville Utilities to enter into service agreement with Building Technology Services, LLC for automatic Fire Sprinkler Equipment Inspection Service.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into service agreement with Building Technology Services, LLC for automatic Fire Sprinkler Equipment Inspection Service.



PO Box 926
Starkville, MS 39760-0926
662-323-9220

CONTRACT FOR AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE
PROPOSAL # SI19-0018

THIS AGREEMENT, made this date, between **BUILDING TECHNOLOGY SERVICES, LLC**. Hereinafter called the **CONTRACTOR** and, **STARKVILLE UTILITIES (ATTENTION: TERRY KEMP) PHONE (662) 323-3133** hereinafter called the **SUBSCRIBER**, for **AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE**.

SUBSCRIBER owns and/or occupies the building on the premises known as **STARKVILLE UTILITIES 200 NORTH LAFAYETTE STREET**, located in the city of **STARKVILLE**, county of **OKTIBBEHA**, state of **MISSISSIPPI**, wherein there is now installed certain automatic fire extinguishing equipment.

ANNUAL INSPECTION FIRE SPRINKLER INSPECTION: \$550.00 PER EACH INSPECTION. THIS INSPECTION TO INCLUDE WALK – THRU OF ENTIRE BUILDING ANNUALLY, TEST ALL FLOWS AND TAMPERS ON PROPERTY.

ANNUAL BACKFLOW INSPECTION: \$100.00

NOTE: ANY DEFICIENCIES FOUND WILL BE NOTED ON INSPECTION REPORT, AND A SEPARATE QUOTE WILL BE SENT TO YOU FOR REPAIRS. ALL VALVES WILL BE TAGGED AND SEALED AND A WRITTEN REPORT WILL BE LEFT AT THE PROPERTY AND ONE MAILED TO YOU.

The **CONTRACTOR** shall inspect said installation (1) one time per year for said Inspection Service.

The **SUBSCRIBER** shall pay to the **CONTRACTOR** after the first inspection has been made, the sum of:

SIX HUNDRED FIFTY DOLLARS AND NO/100 for each said Inspection Service.

TOTAL COST OF ANNUAL INSPECTION: \$650.00

Either party may terminate this Agreement by thirty (30) days written notice. The **CONTRACTOR** shall give notice of termination or change in the number of inspections to the authority having jurisdiction.

If any equipment shall have installed in addition to the existing equipment at the date of this contract, the annual Inspection Service charge provided above shall be adjusted in accordance with prevailing rates effective as of the first inspection of the additional equipment.

Such Inspection Service shall cover the items specified on the reverse hereof and shall include supplying minor service-type adjustments provided that this shall not include extensions or alterations of the sprinkler system or the furnishing of replacement sprinkler heads or devices, or any other major work.

Status of this agreement and copies of all inspection reports will be forwarded by the **CONTRACTOR** to the authority having jurisdiction.

It is understood and agreed that the **CONTRACTOR**, by providing such Inspection Service, and by making such adjustments as may be required, does not warrant the condition or operation of the system inspected.

The attached **GENERAL TERMS AND CONDITIONS** are made part of this Agreement.

SUBSCRIBER: STARKVILLE UTILITIES

CONTRACTOR: BUILDING TECHNOLOGY SERVICES, LLC

BY: _____

BY: Paul Lomen

DATE: _____

DATE: 6/4/19

SCOPE OF SERVICE

Inspect, test and service the fixed fire protection equipment in a workmanlike manner in accordance with this contract, and the requirements of the National Fire Protection Association (NFPA) Care and Maintenance of Sprinkler Systems (No. 25) and American Insurance Association Publication Recommended Method of Reporting Dry Pipe Valve Test (No. 25). The service shall be performed at regular intervals and meet the requirements of the insurance authority having jurisdiction. To guide in completing an inspection of the apparatus as installed, a Standard Sprinkler Equipment Report Form., as recommended by the insurance authority having jurisdiction shall be followed in conjunction with the manufacturer's instructions for testing and servicing the equipment.

WET SYSTEMS – ALARM VALVES

Test alarms by opening the inspector's test connection and/or the bypass test connection, in conjunction with making water flow test when facilities and conditions permit.

Check cold weather valves and exposed piping to assure their proper conditions for winter and summer operation.

Test the solution in anti-freeze systems for satisfactory condition, as required in the Standard for the Installation of Sprinkler Systems (NFPA No. 25).

DRY SYSTEMS – DRY VALVES, ACCELERATORS, EXHAUSTERS

Test the alarms, both water flow and air if provided, and perform a water flow test through the drain connection when facilities and conditions permit.

Check air pressure, priming water level, latching arrangements, automatic drip connections when provided, and the general condition of the dry pipe valves, accelerators or exhausters, and their environment, including dry pipe valve rooms or enclosures.

Open condensation drains on drum drip connections and drain low points during fall and winter inspections.

SPECIAL SYSTEMS – WATER DELUGE, PRE-ACTION

Test alarms when facilities and conditions permit according to the procedures suggested by the manufacturer(s) and/or as requested by the insurance authority having jurisdiction.

Test the detection or actuating system and accessory equipment according to the manufacturer's instructions and the requirements of the insurance authority having jurisdiction.

REPORTS

A report of inspection, test results, services performed, and desirable improvements shall be completed on Report Form, acceptable to the insurance authority, which shall be sent to the Subscriber, a copy shall be sent direct to the insurance authority having jurisdiction. Reports and recommendations of Contractor are intended to assist Subscriber in reducing the possibility of loss to property by indicating hazards and lack of protection, which need prompt consideration to prevent such loss to property. They are not intended to imply that all other hazards and conditions are under control at the time of inspection. Contractor assumes no liability by reason of any report or recommendation, as it is only advisory in a nature and Subscriber must make the final decision. No statement by any employee or agent of Contractor shall act as an assumption of liability.

The contractor shall, in addition to his contract inspection service, be staffed, equipped and organized to furnish emergency maintenance service, at extra charge, upon request to any property to which he is furnishing inspection services.

Items not included in this contract and if performed, charged as an extra and only upon written authorization by Subscriber.

- (a) – Trip testing dry valves, accelerators, exhausters and restoring system to service.
- (b) – Replacement parts or extension of system.

NOTE

Owner agrees to indemnify and hold harmless from any and all claims, losses, costs (including counsel fees) and causes of action that may arise out of business relationship with Owner or resulting from the use, operation, maintenance, or condition of the Fire Equipment, provided, that no such indemnity shall apply to claims, losses, costs, or cause of action resulting solely from negligence.

SUBSCRIBER'S INITIALS _____