MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 17, 2019 at 5:30 p.m.

Be it remembered that the Mayor and members of the Board of Aldermen met in a Recess Meeting on September 17, 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, Jason Walker and Hamp Beatty. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Spruill opened the meeting. She noted that Aldermen Ben Carver, David Little, Henry Vaughn, and Alderman and Vice Mayor Roy A'. Perkins were not in attendance. She stated that the Board lacked a quorum. She stated that Alderman Little was on a return flight, and was expected to land in the Golden Triangle by 8:30p.m. She stated that she had asked Chief Nichols to attempt to make contact with the other aldermen who were not in attendance. The Mayor noted the importance of the meeting with the City's budget and millage rate due for adoption.

While waiting for a quorum to develop, and since citizens were present, the Mayor called for citizen comments.

Citizen Comments:

Alvin Turner, Ward 7, thanked the Police Chief for the job he has done and enjoys the Coffee with a Cop Program. He also asked if it were possible to install a turn signal at the intersection of Gillespie and Spring Streets.

Regina Cooper, Treasure Lane, asked if the City was finished with the overlay on Treasure Lane. City Engineer Edward Kemp offered to meet with her to discuss the project.

Greg Ball, East Oktibbeha County Volunteer Fire Department Chief, stated he felt that the volunteer Fire Department in the proposed annexation area was as able as the Starkville Fire Department to respond to calls within their area.

At 6:10pm, the Mayor noted the continued lack of a quorum. She stated that Alderman Little's plane appeared on schedule and that she was hopeful that he could attend the meeting by 9:00p.m. She reiterated the importance of the meeting with the City's millage rate and budget due for adoption. She stated that she wanted to delay the remainder of the meeting until 9:00p.m. to see if a quorum could be obtained at that time. With no objection from the aldermen present, the meeting entered into a recess break until 9:00p.m. to see if a quorum could be obtained.

At 9:00p.m., the Mayor reconvened the meeting. Present at this time were Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker and Hamp Beatty. Given that a quorum was present, the Mayor and Board proceeded with the meeting.

The Mayor and Board recited the Pledge of Allegiance followed by a moment of silence.

The Mayor asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill noted the two Public Hearings would be re-advertised for a future meeting due to not being held at 5:30 p.m. as advertised. The two Public Hearings were Conditional Use 19-07 and the determination of whether Building 19 of Brooksville Apartments is a menace to the public health, safety and welfare under MISS CODE ANN. §21-19-11.

Amy Counterman will return October 1, 2019 to present a Keep Starkville Beautiful update under Public Appearances.

Mayor Spruill also asked that IX. C: Consideration of a Revised Condition of Bulldog Bash Special Event Permit be added to the agenda.

Alderman Sistrunk asked to add the following items to consent:

XI. E. 1.: Claims Docket
X. A.: FY 2020 Salary Adjustments effective with the first pay period of April 2020.
D.: The Interlocal Cooperative Agreement with Oktibbeha County, MS, in support of the Garan redevelopment project.
E.: Issuance of Park and Recreation G.O. Bonds.

Alderman Walker asked to add the following items to consent:

IX. B.: Contract with Dalhoff-Thomas
XI. B. 2.a.: Landscape Waiver 19-03 with conditions as recommended
XI. I. 3.: Design of New Restroom Facilities
4.: Renovation of Moncrief Pool Deck and Pool House

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 September 17, 2019 Agenda as amended. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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, SEPTEMBER 17, 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

CONSIDERATION OF THE MINUTES OF THE AUGUST 20, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 30, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

- Unified Development Code Public Input Sessions to be held October 3 and October 22

Comprehensive Plan (Placetype Map) Update:
This is minor adjustments to realign the zones to lot lines and make flood zone areas developable.
September 3, 2019 - Call for Public Hearing (Board of Aldermen)
October 1, 2019 - 1st Public Hearing (Board of Aldermen)
October 15, 2019 - 2nd Public Hearing (Board of Aldermen)

Public Input Sessions for the Unified Development Code:
September 17, 2019 - Announce Input Sessions (Board of Aldermen)
October 3, 2019 - 1st Public Input Session (Sportsplex @ 5:30 PM)
October 22, 2019 - 2nd Public Input Session (City Hall @ 5:30 PM)

The Unified Development Code Public Hearing:
October 15, 2019 - Call for Public Hearing (Board of Aldermen)
November 12, 2019 - Planning & Zoning Commission Meeting
December 3, 2019 - 1st Public Hearing (Board of Aldermen)
December 17, 2019 - 2nd Public Hearing (Board of Aldermen)

The final draft of the Unified Development Code will be available at the end of September.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. INTERVIEWS AND CONSIDERATION TO FILL A VACANCY FOR THE STARKVILLE HOUSING AUTHORITY BOARD FOR A FIVE YEAR APPOINTMENT THAT WILL BEGIN SEPTEMBER 18, 2019 AND END SEPTEMBER 18, 2024.

- Ms Sophia Nickles
- Ms Carolyn Ellis Ward

B. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH DALHOFF-THOMAS FOR THE ENGINEERING, ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW RECREATION AND TOURNAMENT FACILITY, CORNERSTONE PARK.

C. CONSIDERATION OF THE REVISED CONDITION OF THE BULLDOG BASH SPECIAL EVENT PERMIT.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

B. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2019-2020 TAX MILLAGE OF _____ FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE.

D. 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 GARAN REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

E. RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), IN ONE OR

MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

XI. <u>DEPARTMENT BUSINESS</u>

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. DISCUSSION AND CONSIDERATION OF LW 19-03 A REQUEST FOR A LANDSCAPE WAIVER FROM PARKING LOT LANDSCAPE REQUIREMENTS AT 511 ACADEMY ROAD IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102I-00-010.00 WITH RECOMMENDED CONDITIONS.

b. DISCUSSION AND CONSIDERATION OF ACCEPTING THE JEFF R. ROSENBERG PROPOSAL FOR THE COMPREHENSIVE HISTORIC PROPERTY RECONNAISSANCE SURVEY TO BE CONDUCTED IN THE CITY OF STARKVILLE, MS FOR FISCAL YEAR 2019-2020.

c. DISCUSSION AND CONSIDERATION OF THE APPROVAL FOR HISTORIC PRESERVATION MEMBER DEBBIE NETTLES TO TRAVEL TO BILOXI, MS FOR THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S REQUIRED TRAINING.

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 SEPT. 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 THE AUGUST FINANCIAL STATEMENTS.

3. AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2019 AND SPRING 2020 SEMESTERS TO TAKE MASTER'S LEVEL COURSES IN ACCOUNTING.

4. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2019 MASTER MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD OCTOBER 2 – 4 AT LAKE TIAK-O'KHATA WITH A COST NOT TO EXCEED $250.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL OF THE RENTAL AGREEMENT WITH CANON SOLUTIONS AMERICA FOR A 60 MONTH RENTAL OF A CANON COPIER TO BE USED BY THE FIRE DEPARTMENT AT A COST OF $175.00 PER MONTH.

2. REQUEST AUTHORIZATION FOR CLARENCE PARKS TO TRAVEL TO BILOXI, MS TO ATTEND THE 2019 TRAINING CHIEFS CONFERENCE OCTOBER 16 – 17, 2019 AT AN APPROXIMATE COST OF $450.00 (MEALS, RESERVATIONS/HOTEL, AND CONFERENCE REGISTRATION).

3. REQUEST PERMISSION TO ALLOW WKMB CONCRETE, LLC. THE LOWER OF TWO QUOTES, PERMISSION TO CONSTRUCT A 50 X 60 CONCRETE PAD TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF $26,000.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF VITTORIA ARNOLD FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE BRANDY JOHNSON AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE IZZAC JOHNSON, JONATHAN LUTTRELL, DARNELL MADISON AND VELEEKA NASH AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE SOCCER ASSOCIATION FOR USE OF ATHLETIC FIELDS AT THE STARKVILLE SPORTSPLEX.

2. REQUEST PERMISSION TO ALLOW NICK CALLAHAN, LISA COX, BRUCE HARRIS, WILLIAM POCHOP, AND JOSEPH WILLIAMS TO ATTEND THE MISSISSIPPI RECREATION AND PARK ASSOCIATION CONFERENCE OCTOBER 20-24, 2019 IN BILOXI, MISSISSIPPI WITH A TOTAL COST NOT TO EXCEED $2,200.00.

3. CONSIDERATION OF THE DESIGN OF THE NEW RESTROOM FACILITIES AT J. L. KING PARK FOOTBALL FIELD, AND PATRIOT'S PARK, AND THE NEW PAVILION AND RESTROOM AT MONCRIEF PARK.

4. CONSIDERATION OF THE ADDITION OF THE RENOVATION OF THE MONCRIEF PARK POOL DECK AND POOL HOUSE TO THE EXISTING AGREEMENT WITH LPK ARCHITECTS.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW DUI OFFICERS OAKES AND RODRIGUEZ TO ATTEND A DUI TRAINING IN RIDGELAND, MS ON OCTOBER 14-17, 2019.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR JOSH REED & BRADY HAYNES WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP PRE-APPRENTICE ASSESSMENT WORKSHOP ON OCTOBER 13-19,2019. COSTS ASSOCIATED WITH THE TRIP SHOULD NOT EXCEED 2,600.00 EACH.

2. REQUEST AUTHORIZATION FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE TVPPA LINE DESIGN & STAKING CERTIFICATION ON OCTOBER 29-31,2019. COST WITH THE TRIP SHOULD NOT EXCEED $2,200.00.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FOR A BARRACUDA BACKUP 690 SERVER FROM SYNERGETICS IN THE AMOUNT OF $44,850.35.

4. REQUEST AUTHORIZATION TO TRANSFER THE WATER DIVISION 1999 STERLING X DUMP TRUCK (VIN: 2FZNALCB3YAG66826) AND THE 1999 STERLING X LOW BOY (VIN: 2FWPEEDB2YAG66613) TO THE STREET DEPARTMENT AT BOOK VALUE ($0.00)

5. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1993 FORD F-250 (VIN: 1FTHF25H9PNB10599) AND 1980 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118529) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR 161 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF $292,550.00, 69 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF $149,350.00, AND 15 KV VACUUM CIRCUIT BREAKERS FROM MITSUBISHI POWER PRODUCTS, INC. IN THE AMOUNT OF $285,473.00 FOR THE SOUTHWEST STARKVILLE PRIMARY SUBSTATION.

7. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.

8. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 3 WITH GARVER, LLC FOR GREEN OAKS INFRASTRUCTURE AND DESIGN FOR THE GREEN OAKS WATER AND SEWER REHABILITATION IN THE AMOUNT OF $287,000.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 1, 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 – 35:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 20, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 20, 2019 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE AUGUST 30, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 30, 2019 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 3, 2019 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 5, 2019 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH DALHOFF-THOMAS FOR THE ENGINEERING, ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW RECREATION AND TOURNAMENT FACILITY, CORNERSTONE PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Dalhoff-Thomas for the engineering, architectural and design services for the new recreation and tournament facility, Cornerstone Park” is enumerated, this consent item is thereby approved.

Contract is on following page

7. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration of FY 2019-20 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University effective with the first payroll period of April 2020” is enumerated, this consent item is thereby approved.

DALHOFF THOMAS
DESIGN STUDIO

6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Blvd | Suite A
Oxford, Mississippi 38655
662.550.4454

dt-designstudio.com
info@dt-designstudio.com

September 11, 2019

Mayor Lynn Spruill
City Hall
110 West Main Street
Starkville, MS 39759

RE: CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION
CORNERSTONE PARK
STARKVILLE, MISSISSIPPI

Dear Mayor Spruill:

Dalhoff Thomas design|studio (DT design|studio) appreciates the opportunity to submit this letter agreement to provide the following professional design services for the preparation of construction documents for the Cornerstone Park Athletic Complex. The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. We have teamed with Neel-Schaffer, Inc to provide engineering services and Shafer-Zahner-Zahner to provide architectural services.

Fees for Design Services are lump sum based on the scope of work indicated. This proposal includes actual expenses incurred directly in connection with the project: printing, copying, mileage, travel expenses and delivery services.

The following is the design team's understanding of the phase one scope of services.

- General Layout of the park is based upon the master plan prepared by Dalhoff Thomas design|studio. Site Plan modifications are anticipated.
- Phase One improvements are based on the work session on June 20, 2019 and additional work sessions with the city staff and the design team. Field dimensions can be revised until the design team proceeds with the Design Development Phase.
- Phase One Base Bid improvements include:
  - Two Quads with Four (4) 225' fields (synthetic turf infields – grass outfields or the entire fields will be synthetic turf if the budget allows)
  - Two (2) additional 225' fields in a Quad format (synthetic turf infields – grass outfields or the entire fields will be synthetic turf if the budget allows)
  - It's understood that field sizes may change during the schematic design phase
  - Three (3) restroom buildings
  - Entrance Pavilion with restrooms, concessions, meeting space, office space
  - Maintenance Facility

- Park road
- Parking areas (550 +/- spaces)
- Plaza space
- Shade structures
- Bleacher Seating
- Spectator areas
- Playground within the complex
- Six (6) batting cages outdoor
- Walking trail

- Phase One Add Alternate improvements include:
  - Two (2) 225' fields (synthetic turf infields and grass outfields or the entire fields will be synthetic turf if the budget allows)

SERVICES INCLUDE:

I. GEOTECHNICAL INVESTIGATION

The geotechnical investigation will consist of a field investigation, laboratory testing, and an engineering report that will present guideline recommendations related to foundation design and construction. Proposed services include:

- Total of 36 borings
- Thirteen 6-foot auger borings will be completed in the pavement areas (entrance road and parking areas)
- Eighteen 10-foot auger borings will be completed in ballfield areas
- Five 15-foot split-spoon (SPT) borings will be completed in structures footprints
- The borings will be advanced by a truck-mounted drill rig utilizing machine auger drilling techniques. All borings will be filled to full depth upon completion in compliance with the Mississippi Department of Environmental Quality regulations
- Dynamic Cone Penetrometer (DCP) soundings at each of the 6-foot borings to determine in-situ subgrade strength properties
- Additional auger borings may be requested by the synthetic turf manufacturer. These borings will be considered additional services and billed at a rate indicated in the Summary of Fees.

II. SITE PLAN APPLICATION

The design team will prepare a site plan package for submittal to the City of Starkville based upon the site plan. The design team will review City of Starkville ordinances and regulations to ensure that the conceptual site plan conform to the requirements of the City.

III. SITE CONSTRUCTION DOCUMENTS (PLANS & SPECIFICATIONS)

A. Preparation of Construction Documents to include:

1. Overall Site Plan

2. Enlarged Site Plans

The following enlarged site plans are anticipated. Additional enlarged site plans may be prepared:

a. Entry Pavilion Area
b. Restroom Building Areas

c. Spectator/Plaza areas
d. 225' Fields – 3 quads areas
e. Complex entrances
f. Playground area within the complex
g. Spray park area within the complex if needed

3. Overall Grading and Drainage Plans

a. Existing contours
b. Proposed contours
c. Proposed spot elevations
d. Proposed drainage structure locations

4. Enlarged Grading Plans

a. Entry Pavilion Area
b. Restroom building areas
c. Spectator areas
d. Field elevations
e. Ball Fields
f. Common areas between fields
g. Entrance Plaza to complex
h. Playground within the complex

5. Irrigation Plans

a. Head Location Plan
b. Piping Plan
c. Irrigation Details
d. Head and System Schedule

6. Landscape Plans

a. Grassing Plan (athletic fields and common areas)
b. Planting Plan
c. Plant Schedule
d. Landscape Details

7. Site Specialty Construction Details

The following Construction Details are included in our scope of services:

a. Perimeter Fencing
b. Ball Field Fencing

c. Backstops
d. Batter Eye Fencing
e. Dugouts
f. Spectator Seating
g. Amenities in the Plaza Area
h. Shade Structures

8. Electrical Site Plans
   Electrical plans shall include:
   a. Sports Field lighting for 13 fields. (10 fields in the base bid and 3 as add alternates)
   b. Provision of electrical services to concession/restroom facilities
   c. Lighting of related parking
   d. Preparation of drawings, exhibits, calculations and electronic files to be incorporated into construction plans and specifications for bidding the project
   e. Review of City of Starkville ordinances and regulations to ensure that site plans conform to the requirements of the City
   f. Coordination of electrical services with local utility service provider
   g. Sports field lighting will include a point by point layout of lighting levels
   h. Site electrical for miscellaneous components
   i. Electrical details as required

9. Civil Engineering Plans and Specifications
   The Design Team will develop construction plans and specifications for site/civil improvements. We will coordinate with local utility service providers (water, sanitary sewer, natural gas, electric power, and telephone) to determine their needs for space and developer-furnished facilities to be able to serve the development. It is anticipated the development of the construction documents will include the following drawings:
   a. Grading and drainage plans
   b. Water main & services plan
   c. Sanitary sewer plan
   d. Stormwater details
   e. Stormwater Water Pollution Prevention Plan (SWPPP)
      Stormwater Pollution Prevention Plan and Large Construction Notice of Intent (LCNOI) application will be submitted to the Mississippi Department of Environmental Quality (MDEQ) for approval prior to the start of construction
   f. Water details
   g. Sanitary sewer details
   h. Erosion control plan
   i. Erosion control details

10. Architectural Plans
    The Design Team will prepare architectural plans to include:
    a. Entrance Pavilion (1)
       It's anticipated that the Entrance Pavilion will include a pavilion, restrooms, concessions, offices and a conference room/s
    b. Restroom Buildings (3)
       1 building at each ball field quad
    c. Maintenance Building (1)

Mayor Spruill
September 11, 2019
Page 5

d. Building plans to include:
   i. Foundation plan
   ii. Floor plan
   iii. Elevation and sections
   iv. Electrical plan
   v. Plumbing plan
   vi. Construction detail as required

11. Administrative Documents

   a. Front in contract documents
   b. Technical specifications
   c. Assistance during the bid process

Fee for Items I through III..$ 671,200.00
(Geotechnical Investigation, Site Plan Application, Construction Documents)

IV. CONSTRUCTION ADMINISTRATION

A. Evaluation of shop drawings
B. Evaluation of submittals
C. Review of change orders and field orders (if needed)
D. Review of contractor's payment requests
E. Construction inspector on a daily basis
F. Substantial completion inspection
G. Final inspection and preparation of final punch list

Fee for Item IV..$ 167,800.00
(Construction Administration)

V. Project Management – The Project Management scope will be provided by DD Consulting, LLC

Planning: Develop a project management plan of the work (20% - 30%). Includes coordination with the Project Team. Included in this phase is the project coordination with work outside the General Contractor. Discussed and agreed areas include synthetic turf, lighting, shade structures, playground/splash area and possibly fencing. **This work has an estimated cost savings of over $1.4 million dollars during the planning and execution phases.** Approximately 120 days.

Execution: Provide status updates (50%) 360 – 480 days. This would include observations, weekly meetings and coordination with General Contractor as well coordinating the work in the areas outside the General Contractors contract during construction.

Monitoring: Project change. Change can involve the schedule (deadlines), costs, quality requirements, etc.) (10%). Responsibilities for coordinating the paper trail for any requested changes as well as working to make sure any changes do not impact timing on the overall project as much as possible.

Closing: Final report (Final details of the product as-built, as-designed, or as-performed) (10%) 30 days

Engineers and Architects would still be responsible for their normal observation responsibilities and would provide written reports to be included in the Project Manager updates. This would include RPR (Resident Project Representative) and Architect observations

Additional scope of work would be to assist the City of Starkville with preparations for operating a sports complex:

1. Develop a plan for scheduling, contracts and general operations.
2. Develop a budget including personnel, equipment and projected expenses.
3. Develop a marketing plan for Cornerstone in conjunction with the City of Starkville.
4. Evaluate concession operation in conjunction with the City of Starkville to determine best operations (in-house vs. 3rd party) and assist with bid documents and contracts as necessary.
5. Bring in regional tournament promoters to look at plans during the design phase and work with them to develop a 1st season schedule for operations.
6. Coordinate with MSU, USM and UM Sports Management programs to develop a job description to assist in finding a qualified facility operator.
7. Set meetings with hotel/motel/restaurant associations to discuss tournament impacts, expectations and answer questions.
8. Evaluate revenue generating programming opportunities on the "green space" at Cornerstone.
9. Evaluate public programming opportunities on the "green space" at Cornerstone.
10. Evaluate and assist in develop a marketing "niche" for Cornerstone to attract tournaments.
11. Evaluate and develop a sponsorship program and determine sponsorship opportunities for Cornerstone.
12. Coordinate with MSU baseball and softball to determine programming opportunities for both local and tourist related activities.
13. This is not an inclusive list, we would be willing to assist the City of Starkville in identifying other areas that need to be addressed to open Cornerstone.

During design, we will work remotely coordinating with project team members, coordinating the work outside the General Contractor which includes, synthetic turf, lighting, playground/water feature, shade structures, and possibly fencing as well as meeting with regional tournament promoters. We would provide updates on a bi-weekly basis and recommend monthly meetings in Starkville to make sure all plan items are covered and incorporated. During construction, weekly meetings will be coordinated with general contractor and work that is being coordinated and scheduled outside the general contractor scope.

Should it be determined by the project team that the project timeline needs to run longer that 20 months, we reserve the right to negotiate the extended time as determined by the project team either on a lump sum or hourly basis.

Fee for Item V...$ 180,000.00
(Project Management)

Mayor Spruill
September 11, 2019
Page 7

VI. Administrative Coordination

Perform any duties needed to enhance Project Management Services.
Fee for Item VI...$ Hourly

SUMMARY OF FEES

I. Geotechnical Investigation, Site Plan Application, Construction Documents.....................$ 671,200.00
II. Construction Administration.....................$ 167,800.00
III. Project Management.....................$ 180,000.00

TOTAL FEE FOR SERVICES.....................$ 1,019,000.00

IV. Administrative Coordination (hourly rate schedules) ....$ Hourly
V. Additional Auger Borings if required by the Synthetic Turf Manufactures.....................$ 600.00 per boring

Breakdown of Fees for Project Phases and Invoicing

A. Schematic Design Phase (15%) ....$ 152,850.00
B. Design Development Phase (20%) ....$ 203,800.00
C. Construction Document Phase (40%) ....$ 407,600.00
D. Procurement/Biding Phase (5%) ....$ 50,950.00
E. Construction Administration Phase (20%) ......$ 203,800.00

Total.....................$ 1,019,000.00

It is recognized that you may request additional work and if so desired, additional cost can be mutually agreed upon at the time requested.

The hourly rates for this project shall be as follows:

Landscape Architects	
Principal Landscape Architect	$ 180.00
Senior Landscape Architect I	$ 110.00
Senior Landscape Architect II	$ 100.00
Landscape Architect II	$ 80.00
Clerical	$ 45.00
Engineers	
Officer, Senior or Engineer Manager/Professional IV/Survey Manager	$195.00
Senior Project Manager/Professional III	$175.00
Project Manager/Professional II	$140.00
Professional I	$125.00
Professional Intern	$105.00
Senior Certified Engineering Technician	$140.00

Mayor Spruill
September 11, 2019
Page 8

Certified Engineering Technician/Supervisory Technician	$120.00
Technician IV/ Inspector IV/ Surveyor IV	$105.00*
Technician III/Inspector III//Survey Crew Chief	$ 95.00*
Technician II/Inspector II/Survey Instrument Person	$ 80.00*
Technician I/Inspector I/Survey Assistant	$ 70.00*
Student Intern	$ 45.00*
Senior Administrative	$ 80.00
Senior Clerical	$ 75.00*
Clerical	$ 65.00*
Assistant Clerical	$ 50.00*
Three-Member Survey Party	$196.00*
Two-Member Survey Party	$165.00*
One-Member Survey Party	$115.00*
Land Surveyor (Office)	$ 90.00*
Land Surveyor Intern (Office)	$ 50.00*

<u>Architect</u>

Principal Architect	$ 140.00
Project Architect Manager	$ 105.00
Interior Designer	$ 100.00
Senior Draftsman	$ 90.00
CADD Operator	$ 70.00
Administration	$ 55.00

<u>DD Consulting</u>

David D'Aquilla	$ 130.00

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, the Design Team reserves the right to negotiate overtime rates.

<u>Services not included:</u>

1. Traffic Study
2. Quantity Take Offs for Construction

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement and the Terms and Conditions in the space provided and returning it to *Dalhoff Thomas design|studio.*

Mayor Spruill
September 11, 2019
Page 9

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. *We will be waiting for your approval to proceed.*

Sincerely,
Dalhoff Thomas design|studio

Dean Thomas

Dean Thomas, PLA, CLARB, ASLA
Principal

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY ______________________ 9.17.2019
Date

Attachment 'A'

TERMS AND CONDITIONS

1. **Authorization to Proceed and Standard of Care.** Execution of this Agreement by Client hereby authorizes Dalhoff Thomas Design ("DT Design"), hereinafter referred to as "Consultant," to proceed with the work, unless otherwise provided for in this Agreement. Consultant shall exercise that degree of care, skill and diligence in rendering all of its services under this Agreement in accordance with that prevailing among the consulting firms when performing services for projects similar to the Project in the jurisdiction where the Project is located (the "Professional Standard").

2. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
   a. Designate a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
   c. Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site layout, grading, and statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
   d. DT Design will make every possible effort to arrange for access to the site and other private or public property as required for the Consultant to provide its services.
   e. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
   f. Bear all costs incident to the responsibilities of the Client.

3. **Payment to Consultant.** Consultant will bill monthly for fees and reimbursable expenses. Payment is due within 45 days. It's understood that payment of the Consultants fees are not subject to any contingency or conditions such as, but not limited to construction loans, closings, etc. If the Client objects to an invoice, the Client must advise the Consultant in writing giving the reason within 14 days of receipt.

4. **Reimbursable Expenses.** If reimbursable expenses are in addition to compensation for the Consultant's services, reimbursable expenses incurred by the Consultant and Consultant's Consultants directly related to the Project will include but not limited to: (1) transportation in connection with the Project, authorized out-of-town travel and subsistence, electronic communications, reproductions, plots, postage, handling, delivery of instruments of service to the extent not included in Basic Services, renderings, models and mock-ups requested by the Client; and (2) the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and Consultant's Consultants.

5. **Reuse of Documents.** The design documents developed under this Agreement (Contract Documents) are instruments of Dalhoff Thomas Design's services and Dalhoff Thomas Design retains an Ownership interest in the documents.

6. **Termination.** Either party may terminate this agreement without cause upon 5 days written notice to the other party. Additionally, if the Client does not make timely payments to the Consultant or otherwise perform in accordance with this Agreement, such failure shall be considered cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of termination of the Agreement, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

7. **Dispute Resolution.** Venue for enforcement of this Agreement shall be in Oktibbeha County, Mississippi. Parties shall try in good faith to resolve any dispute by means of non-binding mediation, using a mediator acceptable to both of them. Each party shall pay its own attorney fees in connection with such mediation, and the parties shall each pay one-half the mediator's fees. Except as otherwise provided specifically herein, any dispute between the parties as it relates to the terms of this Agreement or the behavior or practice of the parties as their rights or privileges may be effected in the future, shall be submitted to formal mediation, using a mediator either appointed by the American Arbitration Association or any other mediator to which the parties may agree. Mediation must commence not later than two weeks after one party notifies the agreed upon mediator or American Arbitration Association in writing of such parties' request for mediation. Mediation shall be deemed in the nature of settlement negotiations and shall be subject to American Arbitration Association commercial mediation rules. If the dispute is not resolved through the mediation process within the period of time established for that process, the parties may pursue litigation in a court of competent jurisdiction in Oktibbeha County, Mississippi.

8. **No Third-Party Beneficiaries: Assignment and Sub-Contracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant shall not sub-contract any of the required scope of services without the written approval of the Client.

9. **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

10. **Construction Administration.** If Construction Administration is part of the agreement, Consultant shall perform Construction Administration as set forth in the basic scope of services or as set forth in additional service agreements. Construction Administration is defined as the process in which the Consultant (1) becomes generally familiar with and keeps the Client informed about the progress and quality of the portion of construction completed ("work"); (2) endeavors to guard the Client against defects and deficiencies in the work; and (3) determines in general if the work is being performed in a manner indicating that the work, when fully completed, will be in substantial accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Consultant shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Consultant shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents.

11. **Opinions of Construction Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

12. **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Mississippi. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

DALHOFF THOMAS DESIGN|STUDIO:

By: Dean Thomas Date: 9/11/2019

CLIENT: City of Starkville - Mayor

By: ____________ Date: 9.17.2019
(Signature)

8. 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 GARAN REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “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 Garan Redevelopment Project; authorizing the execution of the interlocal cooperation agreement; and for related purposes” is enumerated, this consent item is thereby approved.

Resolution and Interlocal Agreement are on following page

9. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue general obligation public improvement bonds of the municipality, issue a general obligation public improvement bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of twenty-five million dollars ($25,000,000), in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, to provide funds for the authorized purposes; directing publication of notice of such intention; and related purposes” is enumerated, this consent item is thereby approved.

Resolution follows Interlocal Agreement

10. CONSIDERATION OF LW 19-03 A REQUEST FOR A LANDSCAPE WAIVER FROM PARKING LOT LANDSCAPE REQUIREMENTS AT 511 ACADEMY ROAD IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102I-00-010.00 WITH CONDITIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of LW 19-03 a request for a Landscape Waiver from parking lot landscape requirements at 511 Academy Road in a C-2 zoning district with the parcel number 102I-00-010.00 with two conditions: 1. Add 50% of the required canopy trees on the west side of the parking lot to other areas on the site and 2. Add a vertical shrub to the landscape strip between the sidewalk and the road in lieu of turf” is enumerated, this consent item is thereby approved.

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 GARAN REDEVELOPMENT 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, Starkville, Mississippi, February 2006,*" adopted April 4, 2006 (the "Redevelopment Plan"), after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. Pursuant to the Act, the Governing Body has received and has conducted hearings on the "*Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019*" (the "TIF Plan"), and has approved the TIF Plan on September 3, 2019, after publication of notice of hearing on August 22, 2019, and after a hearing on the TIF Plan on September 3, 2019, as required by the TIF Act. The TIF Plan constitutes a qualified plan under the TIF Act.

4. Castle Starkville, LLC (the "Developer"), is proposing to redevelop approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the City (the "Project") in a defined area of the City to be created as a tax increment financing district (the "TIF District") for the Project.

5. The City intends to enter into an Interlocal Cooperation Agreement (the "Agreement") with 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 mechanism to pay for the cost of acquiring, installing or constructing various infrastructure improvements for the benefit of the Project, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related 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 Three Million Dollars ($3,000,000). 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 tax increment financing revenue bonds in the maximum principal amount of Three Million Dollars ($3,000,000), in one or more series (the "TIF Bonds"), 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 to 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 up to one hundred percent (100%) of the increase in its ad valorem real property tax revenues (the "City Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

10. The City will pledge up to seventy-five percent (75%) of the increase in its sales tax rebates generated within the TIF District (the "Sales Tax Rebate TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

11. The County will pledge up to 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.

12. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem TIF Revenues, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues.

13. The City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues shall be referred to collectively as the "TIF Revenues."

14. 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 the TIF Revenues, or a charge against its general credit or taxing powers.

15. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the City.

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 and discussion of the foregoing resolution, Alderman ____________________ made the motion to approve the foregoing resolution 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 Hamp Beatty	voted: _____
Alderman Ben Carver	voted: _____
Alderman David Little	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 of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this ____ day of ________________, 2019.

____
Mayor

ATTEST:

____
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, 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:

"Bond Fund" shall mean the "Starkville Garan TIF Fund" provided for in Section 11 hereof.

"Bond Payments" shall mean payments of principal or premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the 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 Bonds, and specifically including any prepayments of principal on the 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 Bonds, or any series thereof.

"Bonds" shall mean the tax increment financing revenue bonds of the City in the maximum principal amount of Three Million Dollars ($3,000,000), which may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements and the costs of issuance pertaining to the Bonds.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Ad Valorem TIF Revenues" shall mean one hundred percent (100%) of the additional ad valorem tax revenues received 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; the amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues.

"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 one hundred percent (100%) of the additional ad valorem tax revenues received 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; provided, however, that the amount of the TIF Bonds to be issued will be based upon seventy-five percent (75%) of the County Ad Valorem TIF Revenues.

"Developer" shall mean Castle Starkville, LLC, 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, entered into or to be entered into 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.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the TIF Plan, supporting the Project which may include, but not limited to, the cost of acquiring, installing, and constructing various infrastructure improvements eligible under the TIF Act and located within the TIF District or servicing the TIF District, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

"Payment Date" shall mean any date on which interest or principal and interest on the Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the 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 an approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the City and in the County.

"Redevelopment Plan" shall mean the “*Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006,*” adopted April 4, 2006, after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act.

“Sales Tax Rebate TIF Revenues” shall mean seventy-five percent (75%) of 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; the amount of the TIF Bonds to be issued will be based upon fifty percent (50%) of the Sales Tax Rebate TIF Revenues.

"TIF Act" shall mean the Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended.

"TIF District" shall mean the area described in the TIF Plan.

"TIF Plan" shall mean the "***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019***" (the "TIF Plan"), approved by the Mayor and Board of Aldermen of the City on September 3, 2019, after publication of notice of hearing on August 22, 2019, and after a hearing on the TIF Plan on September 3, 2019, as required by the TIF Act.

"TIF Revenues" shall mean, together, the City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Developer proposes to construct the Project and the Infrastructure Improvements. The City desires to issue the Bonds to assist in the financing of the acquisition and construction 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 and enable them to promote economic development and 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 Bonds may be issued and sold and the payment of the Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the date of each such series, respectively.

5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction of the Project by the Developer, 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 developed the TIF Plan and established the TIF District in order to provide for the issuance and sale of the 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 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 Bonds, and to provide for the securing of the Bonds and the payment of the Bond Payments.

9. The TIF Act authorizes the City to issue the Bonds for financing all or part of the Costs of the Infrastructure Improvements.

10. The City hereby agrees that it will issue the 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. The City will pledge up to one hundred percent (100%) of the City Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

13. The City will pledge up to seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

14. The County will pledge up to one hundred percent (100%) of County Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

15. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues.

16. 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.

17. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the City.

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 Sections 6 and 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 security for and payment of the Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City and the County are authorized by the TIF Act and the Interlocal 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 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 development of the Project and the Infrastructure Improvements, including but not limited to the power to issue the 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 Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the 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 next succeeding Bond Payments, (2) the total amount of TIF Revenues, 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 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 and pursuant to 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 Bonds. The provision for the administration of issuance of the 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 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 Bonds shall not exceed fifteen (15) years from the date thereof. The Agreement will be terminated upon the payment in full of the Bond Payments. 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. <u>Manner in Which the Costs of the Infrastructure Improvements Shall be Shared</u>.

(a) The City has approved the Redevelopment Plan and the TIF Plan, and has created the TIF District. The City will issue the 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 "Starkville Garan TIF Fund" (the "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 the Bond Resolution), prepayments of principal or other change 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. The amount of such County Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section and shall be paid to the City Clerk, credited to the 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. The amount of such City Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(e) If necessary to provide for the Bond payments, after the diversion by the County of its County Ad Valorem TIF Revenues and by the City of its City Ad Valorem TIF Revenues, the City will divert all or a portion of its Sales Tax Rebate TIF Revenues. The amount of such Sales Tax Rebate TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(f) 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 Bond Fund for the Bond Payments. The City will deposit that portion of its City Ad Valorem TIF Revenues described below into the Bond Fund, along with the County Ad Valorem TIF Revenues received from the County for that purpose. 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 seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are equal to the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definitions and descriptions herein of the TIF Revenues) shall be transferred to the City (with regard to the County) and deposited into the Bond Fund for the Bond Payments.

(ii.) To the extent seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are less than the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then an amount up to seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues shall be deposited into the Bond Fund for the Bond Payments.

(iii.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues are less than the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then a sufficient amount up to one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues shall be determined on a pro rata basis and transferred and/or deposited into the Bond Fund for the Bond Payments.

(iv.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

(g) Upon payment of the Bonds in full as to principal and interest on the Final Bond Payment Date, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

SECTION 12. <u>TIF Revenues from the TIF District; Security for Bond Payments</u>. It is agreed that the City may include as sources of payment for the Bonds and pledge the TIF Revenues for the Bond Payments.

SECTION 13. <u>Effective Date</u>. 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 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:

____
City Clerk (seal)

Oktibbeha County, Mississippi

____
President, Board of Supervisors

ATTEST:

____
Chancery Clerk, Board of Supervisors (seal)

CERTIFICATE

I, Lesa Hardin, 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 related to the "***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019***," approved and adopted 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

(seal)

<u>CERTIFICATE</u>

I, Sharon Livingston, 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 related to the "***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019***," adopted and approved 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

(seal)

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

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:

"Act" shall mean House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2019 and signed by the Governor (the "Governor") of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

"Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

"General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

On November 6, 2018, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.

On April 16, 2019, the Governing Body of the Municipality adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body of the Municipality adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy to the Mississippi Department of Revenue.

Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

Pursuant to the Authority Act, the Governing Body of the Municipality is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), all in the maximum principal amount of Twenty-Five Million Dollars ($25,000,000), issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years.

The Municipality is authorized by the Municipal Improvements Act to issue the Bonds for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds to provide funds for the General Municipal Improvements Authorized Purpose.

The Municipality reasonably expects that it will incur expenditures for the Authorized

Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, all in the maximum principal amount of Twenty-Five Million Dollars ($25,000,000), for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body of the Municipality to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, October 15, 2019, at 5:30 o'clock p.m. Pursuant to the Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk of the Municipality is hereby directed to procure from the publisher of the *The Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body of the Municipality on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

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 Hamp Beatty	voted: _______
Alderman Ben Carver	voted: _______
Alderman David Little	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 17th day of September, 2019.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk (seal)

Publication Instructions:
The Starkville Daily News
September 24, 2019; October 1, 2019; and October 8, 2019

11. CONSIDERATION OF ACCEPTING THE JEFF R. ROSENBERG PROPOSAL FOR THE COMPREHENSIVE HISTORIC PROPERTY RECONNAISSANCE SURVEY TO BE CONDUCTED IN THE CITY OF STARKVILLE, MS FOR FISCAL YEAR 2019-2020.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "consideration of accepting the Jeff R. Rosenberg proposal for the Comprehensive Historic Property Reconnaissance Survey to be conducted in the City of Starkville, MS for fiscal year 2019-2020" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE APPROVAL FOR HISTORIC PRESERVATION MEMBER DEBBIE NETTLES TO TRAVEL TO BILOXI, MS FOR THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S REQUIRED TRAINING.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization for Historic Preservation Member Debbie Nettles to travel to Biloxi, MS for the Historic Preservation Division of the Mississippi Department of Archives and History's required training September 24,2019 at an approximate cost of $355.00" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 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" is enumerated, this consent item is thereby approved.

General Fund	001	$ 1,117,661.16
Restricted Fire Fund	003	1,555.67
Airport Fund	015	21,014.55
Sanitation	022	56,460.89
Landfill	023	3,695.00
Computer Assessments	107	175.00
Parking Mill Project	311	5,000.00
Sub Total Before Utilities		$ 1,205,562.27
Utilities Dept.	SED	1,051,480.57
Total Claims	Total	$ 2,257,042.84

14. CONSIDERATION OF ACCEPTANCE OF THE AUGUST FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the August Financial Statements” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2019 AND SPRING 2020 SEMESTERS TO TAKE MASTER’S LEVEL COURSES IN ACCOUNTING.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Jameika Smith to participate in the Educational Assistance Program for the Fall 2019 and Spring 2020 semesters to take master’s level courses in Accounting” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2019 MASTER MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD OCTOBER 2 – 4 AT LAKE TIAK-O’KHATA WITH A COST NOT TO EXCEED $250.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval for City Clerk / CFO Lesa Hardin to attend the 2019 Master Municipal Clerk and Committee Session to be held October 2 – 4 at Lake Tiak-O’Khata with a cost not to exceed $250” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF APPROVAL OF THE RENTAL AGREEMENT WITH CANON SOLUTIONS AMERICA FOR A 60 MONTH RENTAL OF A CANON COPIER TO BE USED BY THE FIRE DEPARTMENT AT A COST OF $175.00 PER MONTH.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by the Fire Department at a cost of $175.00 per month” is enumerated, this consent item is thereby approved.

Agreement on following page

18. CONSIDERATION OF AUTHORIZATION FOR CLARENCE PARKS TO TRAVEL TO BILOXI, MS TO ATTEND THE 2019 TRAINING CHIEFS CONFERENCE OCTOBER 16 – 17, 2019 AT AN APPROXIMATE COST OF $450.00 (MEALS, RESERVATIONS/HOTEL, AND CONFERENCE REGISTRATION).

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Clarence Parks to travel to Biloxi, MS to attend the 2019 Training Chiefs Conference October 16 – 17, 2019 at an approximate cost of $450.00 (meals, reservations/hotel, and conference registration)” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ALLOW WKMB CONCRETE, LLC. THE LOWER OF TWO QUOTES, PERMISSION TO CONSTRUCT A 50 X 60 CONCRETE PAD TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF $26,000.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “permission to allow WKMB Concrete, LLC permission to construct a 50 X 60 concrete pad to be used for a future storage building for a cost of $26,000, the lowest of the two quotes” is enumerated, this consent item is thereby approved.
Two Quotes Received: WKMB - $26,000.00 and Prisock - $33,540.00

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between_ **City Of Starkville** (hereinafter referred to as Customer), and **Canon USA, Inc.** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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

Witness my signature this the ______________ day of __________________, 20 ___ .

Vendor: Canon Solutions America

By: ___________________________

Printed Name:

Title:

Witness my signature this the 17th day of September, 2019.

By: ___________________________

Printed Name: D. Lynn Spruill, Mayor, City of Starkville, MS

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200044603

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- Fire Dept.

Bill To Address: 503 East Lampkin St.

Fire Department

Starkville, MS 39759

Ship To Address: 503 East Lampkin St.

Fire Department

Starkville, MS 39759

Description of Equipment, Software, or Services	Price:
IRA C5540 I III Base Model	
Cabinet Type N, Inner Finisher	
Inner 2/3 Hole Punch Unit, Power Filter	$175

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 10/1/19
End Date: 9/30/24

Modifications: Maintenance includes all toner, parts, labor and supplies. Paying per copy @ $.0092 per b/w copy and $.0507 per color copy.

Vendor Signature

Customer Signature

Canon
CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S1014228.01 (the "AGREEMENT")

Page 1 of ____

Customer ("You"):	Customer Account: 1878536
Company: CITY OF STARKVILLE	
Address: 503 E LAMPKIN ST FIRE DEPT	
City: STARKVILLE	County: OKTIBBEHA
State: MS Zip: 39759-2950	Phone #: 662.323.1845
Email: lashonda@cityofstarkville.org	

Buy-out Reimbursement

$ __________ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: ____________________

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☐ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
  If so, will the equipment remain under a CSA Maintenance Agreement?
  Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ **No** ☐
- ☑ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number

Return Authorization

Please select one:

☑ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☑ As is condition

☐ Return Equipment to selected Leasing Company
☐ Canon Financial Services

☐ Return Equipment to CSA. Original Order Date ____________

Pick-Up Information:

☑ Same Date as Delivery of Listed Items specified on the Agreement.

☐ Other Specified Date: ____ / ____ / ______
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: ____________________ Phone: ____________

E-Mail: ____________________

Special Removal Instructions: ____________________

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
TRD	2360V920	SHPIM3511	)90327-SHPIM351	432742		LaShonda Malone 662.323.1845	lashonda@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company. You acknowledge that additional charges for supplies, media, excess usage, etc., will be invoiced to you, and you shall be responsible for all invoices due and owing up to and including the date such Trade-In equipment or Return Equipment is received by CSA.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature Lesa Hardin

Printed Name Lesa Hardin Title City Clerk / CFO Date 9-20-19

SLS-004B April 2019 CSA

20. CONSIDERATION OF AUTHORIZATION TO CHANGE THE CLASSIFICATION OF VITTORIA ARNOLD FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to change the classification of Vittoria Arnold from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF AUTHORIZATION TO HIRE BRANDY JOHNSON AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Brandy Johnson as an Animal Control Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF AUTHORIZATION TO HIRE IZZAC JOHNSON, JONATHAN LUTTRELL, DARNELL MADISON AND VELEEKA NASH AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Izzac Johnson, Jonathan Luttrell, Darnell Madison and Veleeka Nash as Certified Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SOCCER ASSOCIATION FOR USE OF ATHLETIC FIELDS AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Starkville Soccer Association for use of athletic fields at the Starkville Sportsplex” is enumerated, this consent item is thereby approved.

Agreement on following page

24. CONSIDERATION OF PERMISSION TO ALLOW NICK CALLAHAN, LISA COX, BRUCE HARRIS, WILLIAM POCHOP, AND JOSEPH WILLIAMS TO ATTEND THE MISSISSIPPI RECREATION AND PARK ASSOCIATION CONFERENCE OCTOBER 20-24, 2019 IN BILOXI, MISSISSIPPI WITH A TOTAL COST NOT TO EXCEED $2,200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “permission to allow Nick Callahan, Lisa Cox, Bruce Harris, William Pochop, and Joseph Williams to attend the Mississippi Recreation and Park Association Conference October 20-24, 2019 in Biloxi, Mississippi with a total cost not to exceed $2,200.00” 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 hereinafter referred to as the "City", by and through its authorized representative, and **STARKVILLE SOCCER ASSOCIATION**, a Mississippi **Nonprofit** hereinafter referred to as the "Association".

WHEREAS, the Association provides a form of recreation for the City of Starkville and the Oktibbeha County area; and

WHEREAS, the City desires to assist in providing such form of recreation to area residents;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 The term "Association" shall mean an entity organized under the laws of the State of Mississippi whose main purpose is to participate in athletic league games against athletic teams in the same athletic league at City Facilities. The Association shall offer divisions in age groups that adequately meet the needs of the community. If an age group is not offered but requested by the community, the Association shall make all efforts to add the requested age group in future seasons.

1.02 The term "City Facility or City Facilities or Facility" shall mean any athletic fields owned and operated by the City of Starkville.

1.03 The Term "Participant" shall mean any person whether individually or as part of a team that takes part in the Association's activities.

1.04 The term "Participant Fee" shall mean any consideration paid on the basis of individual registration.

ARTICLE II
GENERAL TERMS

2.01 This Agreement shall be in effect from the date of execution until August 31, 2020. The City will permit the Association to use all necessary fields at the Starkville Sportsplex, located at 405 Lynn Lane, Starkville, MS 39759 for the purpose of organizing and implementing athletic leagues for practices and games to be played on City Facilities. While primary use by the Association shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause with Thirty (30) days notice.

2.02 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.

(d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

2.03 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) Fifteen and no/100 Dollars ($15.00) per player.
(b) Five and no/100 Dollars ($5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
(c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars ($500.00) at the time of the execution of the agreement before facility use begins. This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

2.04 Participant fees as defined in paragraph 2.03 are to be paid within 30 days of the conclusion of the season.

2.05 The Association agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) 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 Association

(d) Assisting with minor soccer net repairs including, but not limited to, usage of zip ties to affix the soccer net to the goal frame.

2.06 To maintain order and safety, the Association 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.

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

> **(a)** Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary
>
> **(b)** Cleaning and stocking of restrooms
>
> **(c)** Installing nets, bases, goal anchors and similar equipment related to the proposed use of Facility by the Association
>
> **(d)** General grounds maintenance of Facility and City-installed equipment
>
> **(e)** Determining whether the Facility will be open or closed for the Association'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 Association 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.

2.08 The Association is prohibited from using personal equipment to perform maintenance on any City facilities.

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

2.10 The Association 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 Association.

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

ARTICLE III
INSURANCE REQUIREMENTS

3.01 During the term of this Agreement, the 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 Facility and the activities associated with the use of the Facility by the Association, 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 Association'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 Association's insurance and shall not contribute to it.

3.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and is attached.

ARTICLE IV
NON-DISCRIMINATION CLAUSE

The Association 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 V
USE OF FACILITY KEYS

The City will issue key(s) to the Association for and during the use of the Facility. The keys may not be reproduced or duplicated by the Association. The Association 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 Association, the Association agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE VI
REPAIRS AND DAMAGES TO FACILITIES

The Association 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 Association. This applies, but is not limited to any and all persons associated with the Association who use the Facility or who attend the Association's events at the Facility during the term of the Agreement. The Association 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 VII
OFFICERS' NAMES AND SCHEDULE OF ACTIVITIES

7.01 The Association agrees to provide a list of all officers and other persons who will be in charge of the activities engaged in by the Association during the use of the Facility. The Association also agrees to provide addresses and phone numbers for the above-referenced persons.

This list of names, addresses, and phone numbers must be provided to the City prior to the beginning of the term of the Agreement and updated as necessary, included at the beginning of each new Season of play.

ARTICLE VIII
RESIDENT POLICY

All City of Starkville recreation programs and facilities are designed to benefit the Starkville community first. Residents may be charged a discounted fee for certain activities or for use of certain facilities.

ARTICLE IX
SAFETY PROCEDURES

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

ARTICLE X
CRIMINAL BACKGROUND CHECKS

The Association 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 Association's youth 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 Association shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the Association'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 Association shall prohibit that individual from serving in any official capacity with the Association's activities. Additionally, the Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE XI
INDEMNIFICATION

The Association 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 Association. 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 Association, 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 XII
RELEASE

The Association 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 Association'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 XIII
FINANCIAL RECORDS

13.01 The Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

13.02 The City shall have the right to review all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

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 Association 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

A. Insurance

STARKVILLE SOCCER ASSOCIATION

By: ________________

Printed Name: DOUG HEFLIN

Title: PRESIDENT

Date: 9/19/19

CITY OF STARKVILLE

By: ________________
Mayor

Date: 9.17.2019

25. CONSIDERATION OF THE DESIGN OF THE NEW RESTROOM FACILITIES AT J. L. KING PARK FOOTBALL FIELD, AND PATRIOT'S PARK, AND THE NEW PAVILION AND RESTROOM AT MONCRIEF PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the design of the new restroom facilities at J. L. King Park Football Field, and Patriot's Park, and the new pavilion and restroom at Moncrief Park" is enumerated, this consent item is thereby approved.

Designs presented are on following pages

26. CONSIDERATION OF THE ADDITION OF THE RENOVATION OF THE MONCRIEF PARK POOL DECK AND POOL HOUSE TO THE EXISTING AGREEMENT WITH LPK ARCHITECTS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the addition of the renovation of the Moncrief Park pool deck and pool house to the existing agreement with LPK Architects" is enumerated, this consent item is thereby approved.

Agreement follows restroom designs

27. REQUEST AUTHORIZATION TO ALLOW DUI OFFICERS OAKES AND RODRIGUEZ TO ATTEND A DUI TRAINING IN RIDGELAND, MS ON OCTOBER 14-17, 2019.

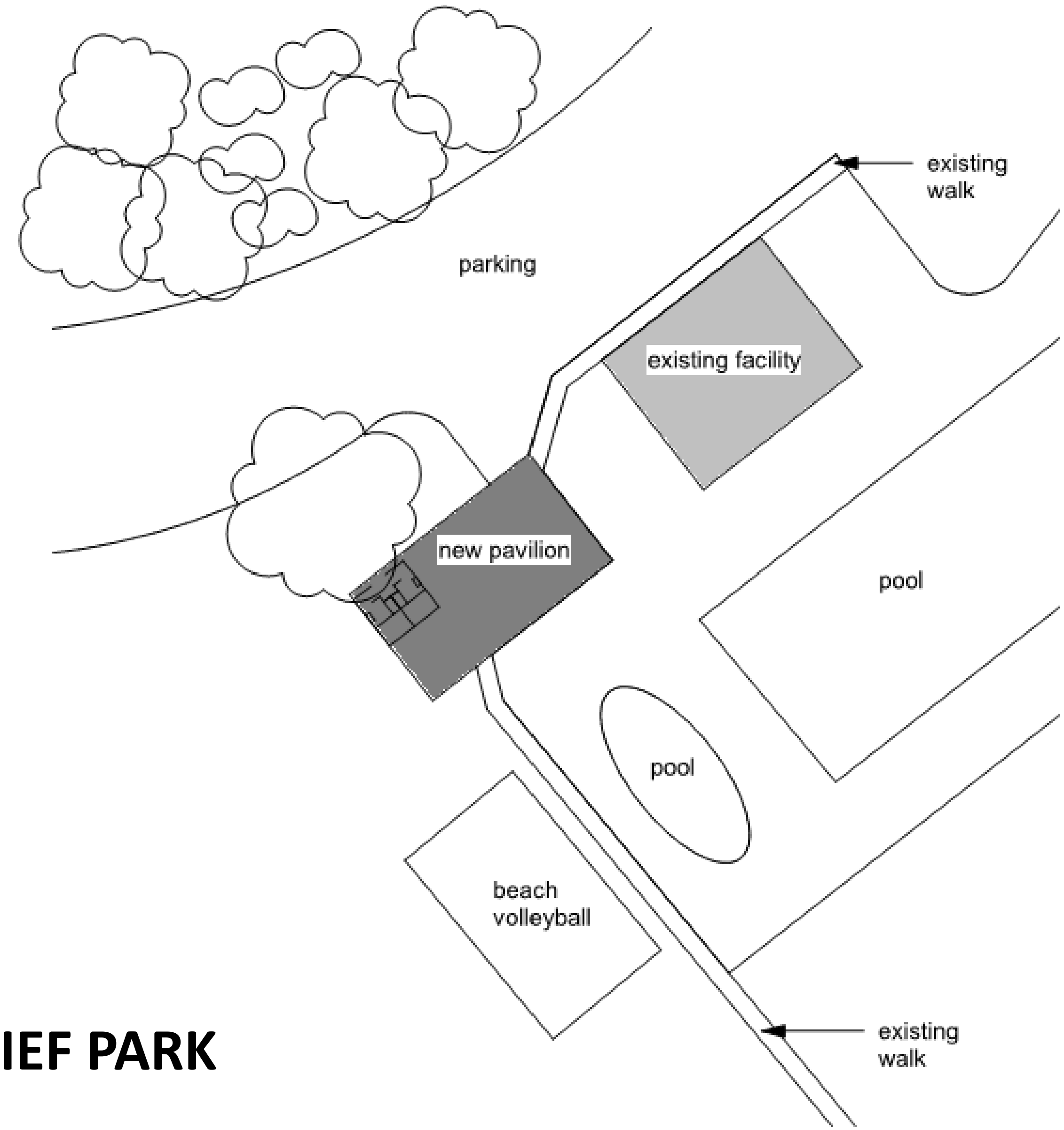
Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval to allow DUI Officer Oakes and Rodriguez to attend a DUI Training in Ridgeland, Ms., on October 14-17, 2019" is enumerated, this consent item is thereby approved.

28. REQUEST AUTHORIZATION FOR JOSH REED & BRADY HAYNES WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP PRE-APPRENTICE ASSESSMENT WORKSHOP ON OCTOBER 13-19, 2019 WITH COSTS ASSOCIATED WITH THE TRIP NOT TO EXCEED 2,600.00 EACH.

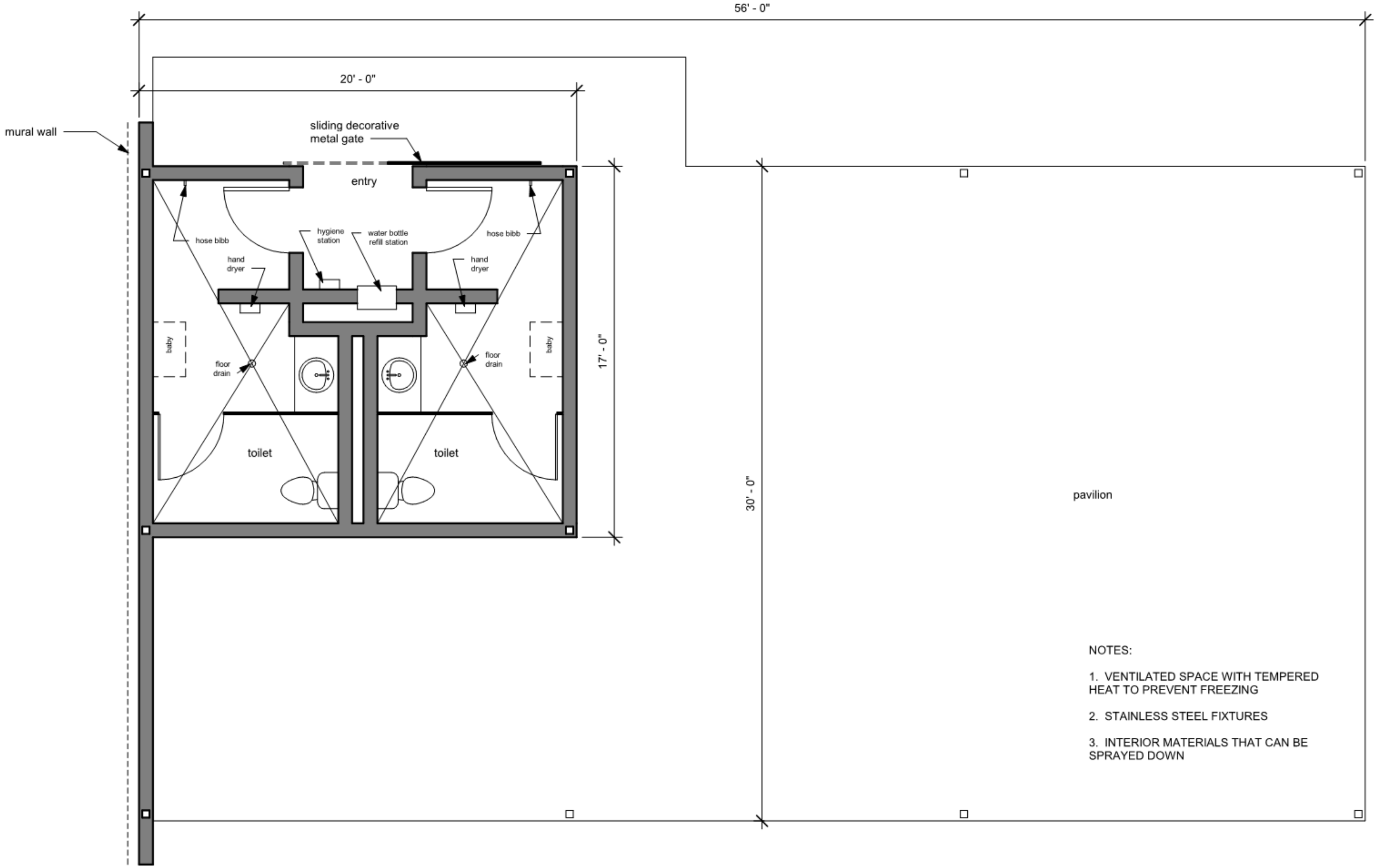
Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization for Josh Reed & Brady Haynes with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Pre-Apprentice Assessment Workshop on October 13-19,2019 with costs associated with the trip not to exceed 2,600.00 each (registration, lodging, meals, and mileage)and advance travel requested in the amount of $319.00" is enumerated, this consent item is thereby approved.

29. REQUEST AUTHORIZATION FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE TVPPA LINE DESIGN & STAKING CERTIFICATION ON OCTOBER 29-31,2019. COST WITH THE TRIP SHOULD NOT EXCEED $2,200.00.

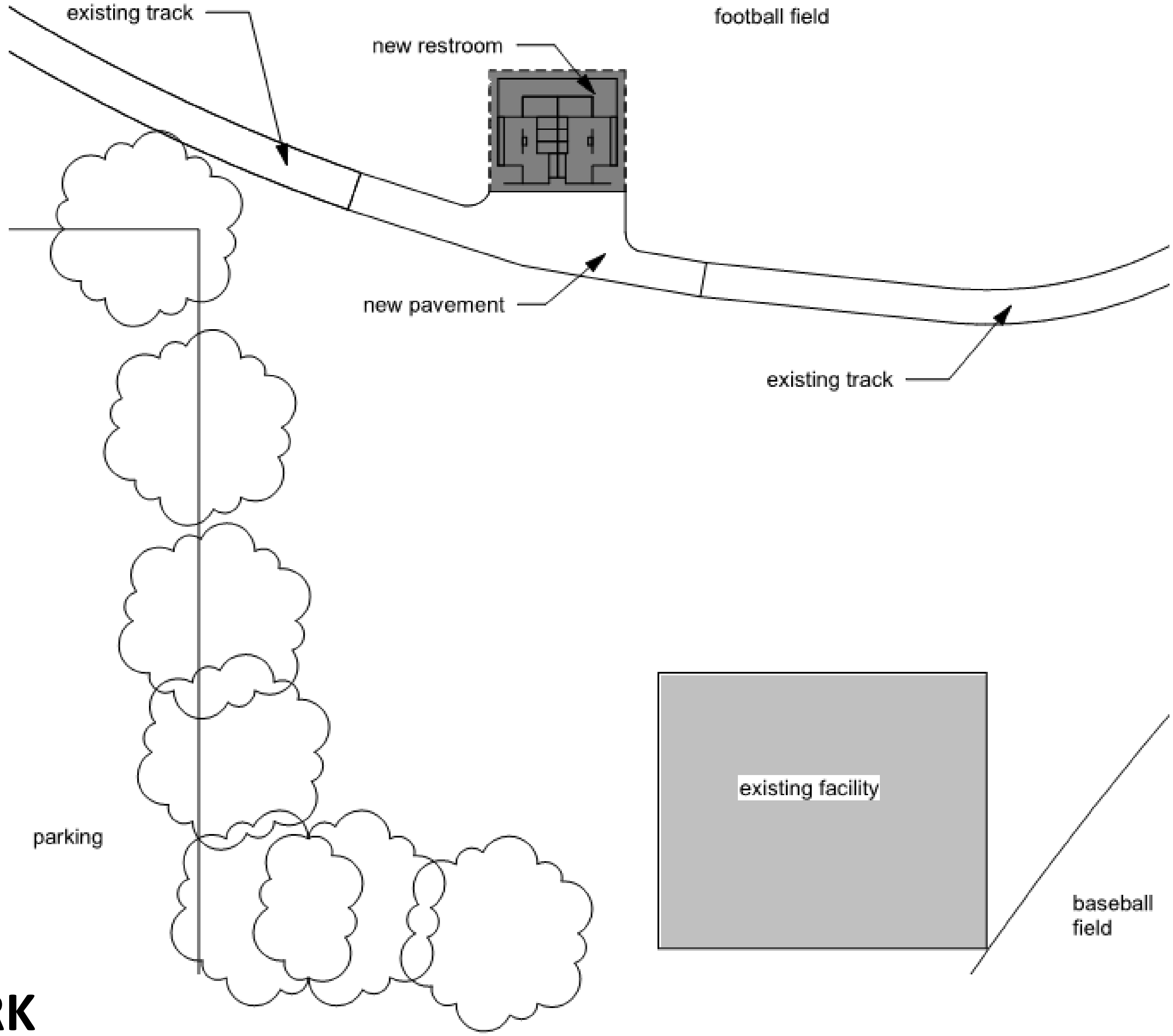
Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the TVPPA Line Design & Staking Certification on October 29-31,2019 with cost with the trip not to exceed $2,200.00 (registration, lodging, meals, and mileage) and advance travel requested in the amount of $348.00" is enumerated, this consent item is thereby approved.



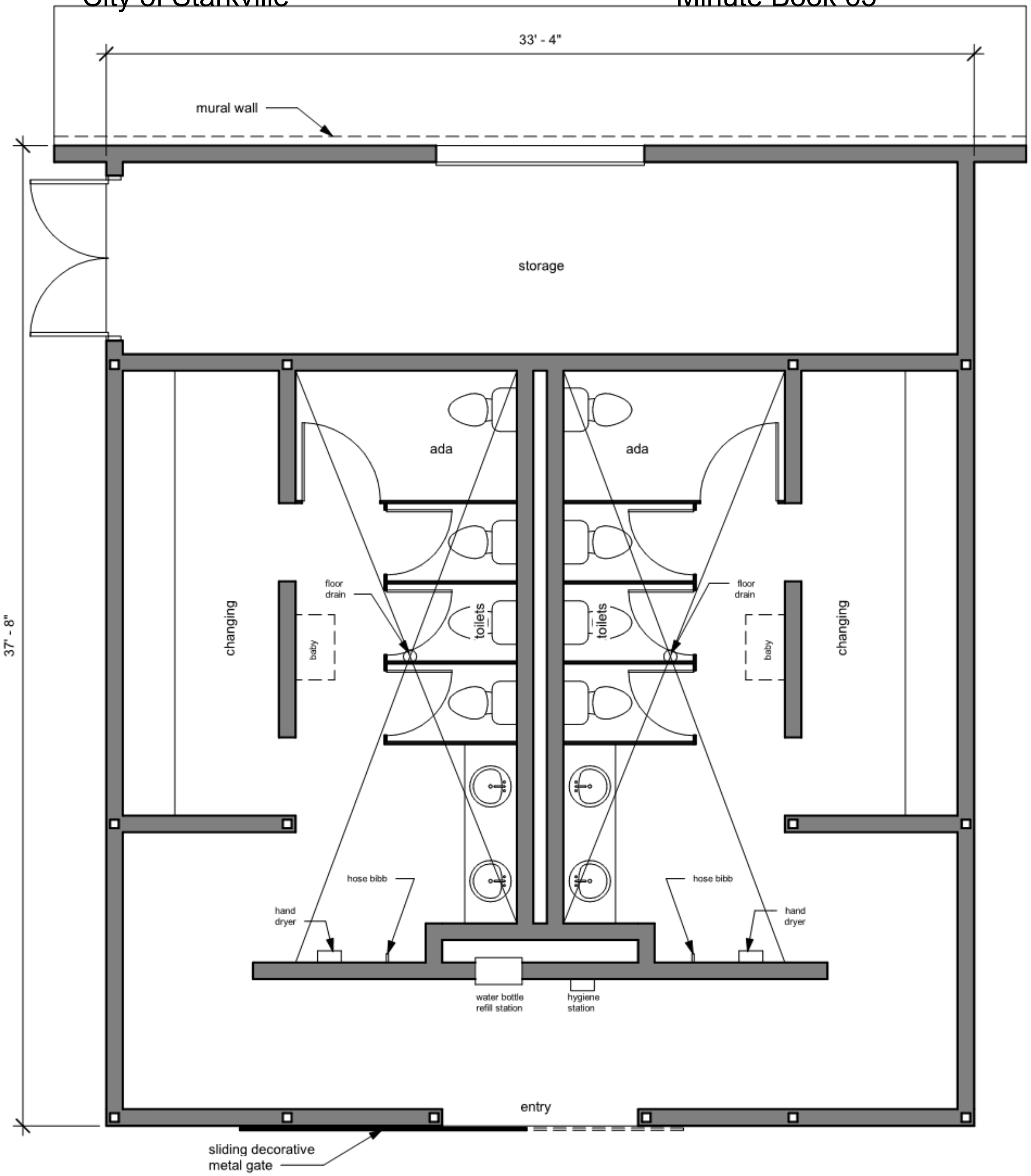
MONCRIEF PARK



MONCRIEF FLOOR PLAN


existing track
football field
new restroom
new pavement
existing track
existing facility
parking
baseball
field

J.L. KING PARK



NOTES:

1. VENTILATED SPACE WITH TEMPERED HEAT TO PREVENT FREEZING

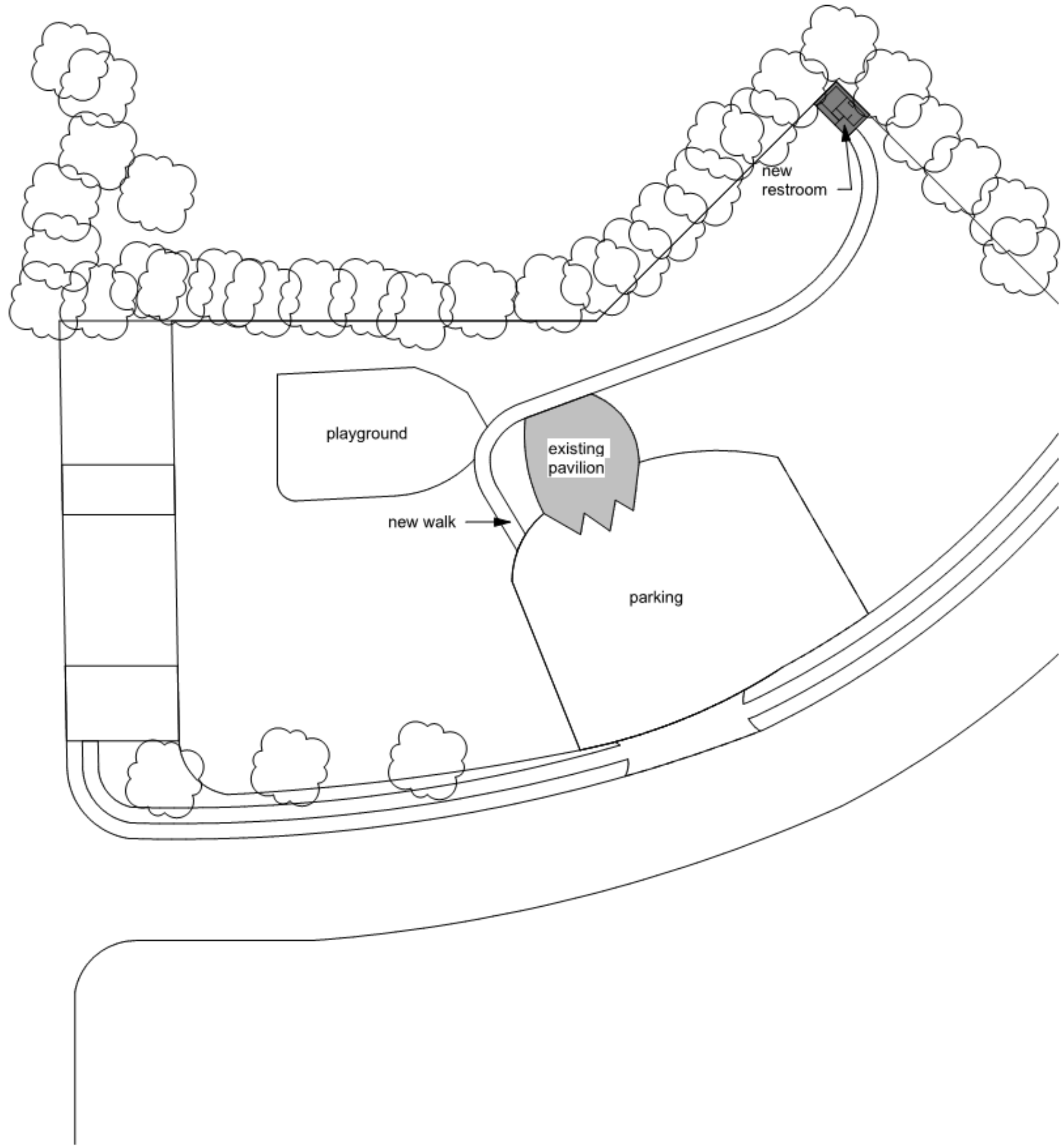
2. STAINLESS STEEL FIXTURES

3. INTERIOR MATERIALS THAT CAN BE SPRAYED DOWN

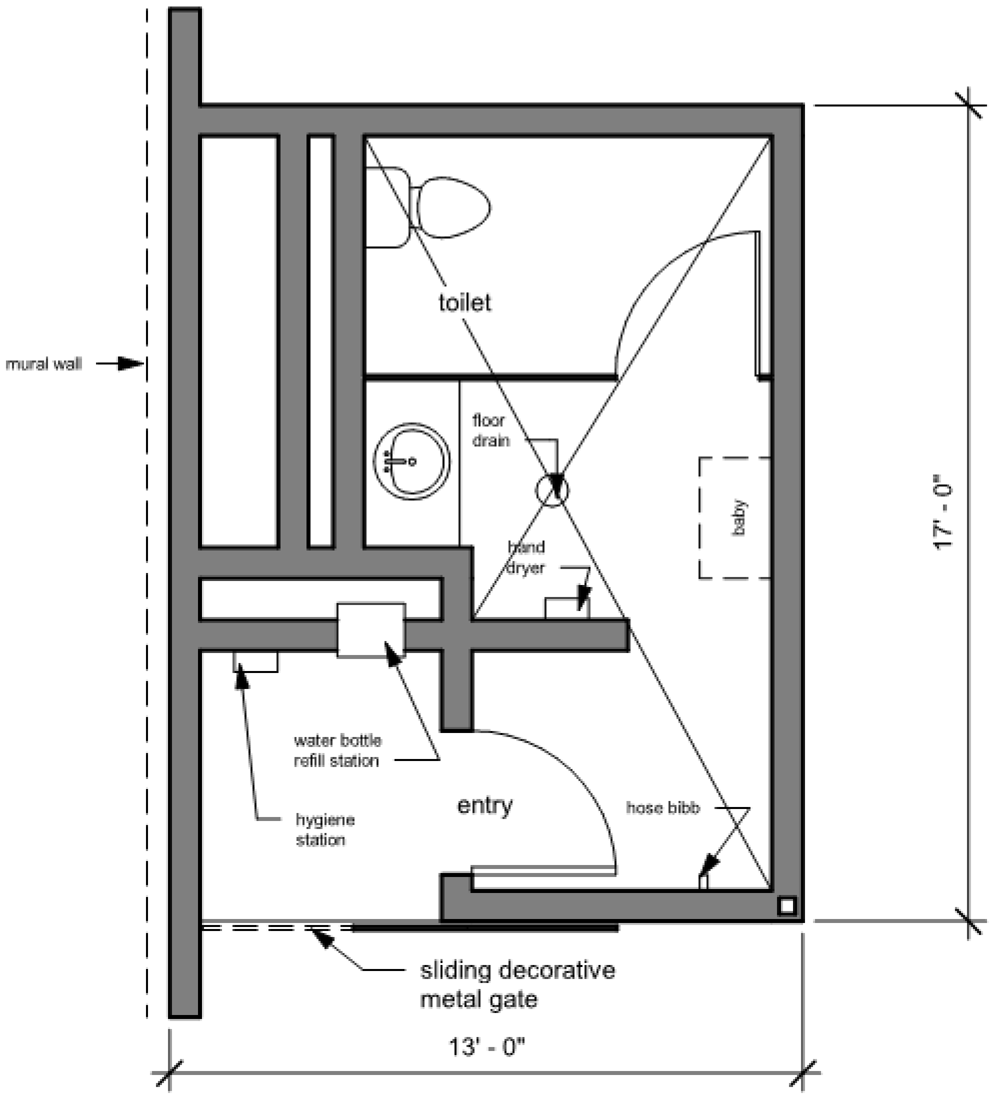
4. LIGHTING PROVIDED AT ALL ENTRANCES

*5. CONSIDER HVAC IN THIS BUILDING

J.L. KING FLOOR PLAN



PATRIOT'S PARK



NOTES:

1. VENTILATED SPACE WITH TEMPERED HEAT TO PREVENT FREEZING

2. STAINLESS STEEL FIXTURES

3. INTERIOR MATERIALS THAT CAN BE SPRAYED DOWN

PATRIOT'S FLOOR PLAN

AIA Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third (23rd) day of April in the year two thousand nineteen (2019)
(In words, indicate day, month and year.)

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

City of Starkville
110 W Main Street
Starkville, MS 39759

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

LPK Architects, P.A.
821 22nd Avenue
Meridian, MS 39301

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

Architectural services at JL King Park, Moncrief Park and Patriots Park. Work involves restrooms, pavilions. Work may include new work and renovations. All work must be in conformance with ADA.

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural, Mechanical and Electrical. (Civil Engineering if necessary will be an additional service.)

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner

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and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect's Compensation shall be:

Eight Percent (8%) of Construction Cost

The Owner shall pay the Architect an initial payment of zero ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate allowed by Mississippi Code Annotated §31-7-305.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS
(Insert descriptions of other services and modifications to the terms of this Agreement.)

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

OWNER *(Signature)*
D. Lynn Spruill – Mayor
(Printed name and title)
9.17.2019

ARCHITECT *(Signature)*
Robert E. Luke, President
(Printed name, title, and license number, if required)

30. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FOR A BARRACUDA BACKUP 690 SERVER FROM SYNERGETICS IN THE AMOUNT OF $44,850.35.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote for a Barracuda Backup 690 Server from Synergetics in the amount of $44,850.35" is enumerated, this consent item is thereby approved.

2 Quotes Received: Howard $47,108.00 and Synergetics $44,850.35

31. REQUEST AUTHORIZATION TO TRANSFER THE WATER DIVISION 1999 STERLING X DUMP TRUCK (VIN: 2FZNALCB3YAG66826) AND THE 1999 STERLING X LOW BOY (VIN: 2FWPEEDB2YAG66613) TO THE STREET DEPARTMENT AT BOOK VALUE ($0.00)

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to transfer the Water Division 1999 Sterling X Dump Truck (vin: 2FZNALCB3YAG66826) and the 1999 Sterling X Low Boy (vin: 2FWPEEDB2YAG66613) to the Street Department at book value ($0.00)" is enumerated, this consent item is thereby approved.

32. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1993 FORD F-250 (VIN: 1FTHF25H9PNB10599) AND 1980 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118529) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to declare the Water Division 1993 Ford F-250 (vin: 1FTHF25H9PNB10599) and 1980 Chevy Dump Truck (vin: 1GBHR34KXJJ118529) as surplus property, advertise for sale, and sell to the highest bidder" is enumerated, this consent item is thereby approved.

33. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR 161 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF $292,550.00, 69 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF $149,350.00, AND 15 KV VACUUM CIRCUIT BREAKERS FROM MITSUBISHI POWER PRODUCTS, INC. IN THE AMOUNT OF $285,473.00 FOR THE SOUTHWEST STARKVILLE PRIMARY SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to accept the lowest and best bid for 161 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of $$292,550.00 ,69 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of $149,350.00, and 15 kV Vacuum Circuit Breakers from Mitsubishi Power Products, Inc. in the amount of $285,473.00 for the Southwest Starkville Primary Substation" is enumerated, this consent item is thereby approved.

STARKVILLE UTILITIES
TABULATION OF BIDS
13 KV SUBSTATION VACUUM CIRCUIT BREAKERS
FOR SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION

			Mitsubishi Electrical Power Products, Inc.				Siemens Industry, Inc.				ABB, Inc.			
Bid Item	Item Description	Qty.	Unit Bid Price	Unit Life Cycle Cost Adder	Total Evaluated Cost (Bid plus Life Cycle Cost)	Delivery Time	Unit Bid Price	Unit Life Cycle Cost Adder	Total Evaluated Cost (Bid plus Life Cycle Cost)	Delivery Time	Unit Bid Price	Unit Life Cycle Cost Adder	Total Evaluated Cost (Bid plus Life Cycle Cost)	Delivery Time
1	13 kV Substation Vacuum Circuit Breaker, 1200A	10	$21,409.00	$7,000.00	$284,090.00	16-20 Weeks ARO	$15,886.00	$14,000.00	$298,860.00	18 Weeks ARO	$17,520.53	N/R	N/R	18 Weeks ARO
2	13 kV Substation Vacuum Circuit Breaker, 2000A	3	$23,585.00	$7,000.00	$91,755.00	16-20 Weeks ARO	$18,728.00	$14,000.00	$98,184.00	18 Weeks ARO	$19,993.06	N/R	N/R	18 Weeks ARO
3	Spare Parts	1	$628.00	$0.00	$628.00	16-20 Weeks ARO	$828.00	$0.00	$828.00	18 Weeks ARO	$1,728.51	$0.00	$1,728.51	18 Weeks ARO
	EVALUATED BID TOTAL, BID ITEMS #1, #2 & #3 INCLUSIVE				**$376,473.00**				**$397,872.00**				**N/R - See Comments**	

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:

Siemens: 4 Services * $3,500.00 (Maintenance) = $14,000.00

MEPPI: 2 Services * $3,500.00 (Maintenance) = $7,000.00

ABB: No Reponse.

Comments:

ABB: Bid is non-responsive. Materialman failed to provide responses to Life Cycle Cost Evaluation Items #1, #2 and #3 in Materialman's Proposal Form as directed in Materialman's Proposal instructions.

I hereby certify that this is a true and correct tabulation of the bids received for 13 kV Substation Vacuum Circuit Breakers received by Starkville Utilities on September 10, 2019.

Jeffrey Atwell

Jeffrey Atwell, P.E.

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

STARKVILLE UTILITIES
TABULATION OF BIDS
69 KV SUBSTATION POWER CIRCUIT BREAKERS
FOR SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION

				Siemens Industry, Inc.				Mitsubishi Electrical Power Products, Inc.							
Bid Item	Item Description	Qty.	Unit	Unit Bid Price	Unit Life Cycle Cost Adder	Total Evaluated Cost (Bid plus Life Cycle Cost)	Delivery Time	Unit Bid Price	Unit Life Cycle Cost Adder	Total Evaluated Cost (Bid plus Life Cycle Cost)	Delivery Time				
1	69 kV Substation Power Circuit Breaker, 1200A	4	EA	$36,950.00	$14,000.00	$203,800.00	18-20 Weeks ARO	$48,653.00	$10,500.00	$236,612.00	16-20 Weeks ARO				
2	Spare Parts	1	LS	$1,550.00	$0.00	$1,550.00	18-20 Weeks ARO	$1,298.00	$0.00	$1,298.00	16-20 Weeks ARO				
	EVALUATED BID TOTAL, BID ITEMS #1 & #2 INCLUSIVE					**$205,350.00**				**$237,910.00**					

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:
Siemens: 4 Services * $3,500.00 (Maintenance) = $14,000.00
MEPPI: 2 Services * $3,500.00 (Maintenance) + $3,500 (Gas Monitoring) = $10,500.00

I hereby certify that this is a true and correct tabulation of the bids received for 69 kV Substation Power Circuit Breakers received by Starkville Utilities on September 10, 2019.

Jeffrey Atwell

Jeffrey Atwell, P.E.

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

STARKVILLE UTILITIES
TABULATION OF BIDS
161 KV SUBSTATION POWER CIRCUIT BREAKERS
FOR SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION

Bid Item	Item Description	Qty.	Unit	Siemens Industry, Inc. — Unit Bid Price	Siemens — Unit Life Cycle Cost Adder	Siemens — Total Evaluated Cost (Bid plus Life Cycle Cost)	Siemens — Delivery Time	Mitsubishi Electrical Power Products, Inc. — Unit Bid Price	Mitsubishi — Unit Life Cycle Cost Adder	Mitsubishi — Total Evaluated Cost (Bid plus Life Cycle Cost)	Mitsubishi — Delivery Time	ABB, Inc. — Unit Bid Price	ABB — Unit Life Cycle Cost Adder	ABB — Total Evaluated Cost (Bid plus Life Cycle Cost)	ABB — Delivery Time
1	161 kV Substation Power Circuit Breaker, 2000A	6	EA	$48,500.00	$14,000.00	$375,000.00	18-20 Weeks ARO	$62,067.00	$7,000.00	$414,402.00	February to March 2020	$57,955.00	N/R	N/R	22-26 Weeks ARO
2	Spare Parts	1	LS	$1,550.00	$0.00	$1,550.00	18-20 Weeks ARO	$1,370.00	$0.00	$1,370.00	February to March 2020	$1,735.00	$0.00	$1,735.00	22-26 Weeks ARO
	EVALUATED BID TOTAL, BID ITEMS #1 & #2 INCLUSIVE					**$376,550.00**				**$415,772.00**				**N/R - See Comments**	

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:

Siemens: 4 Services * $3,500.00 (Maintenance) = $14,000.00

MEPPI: 2 Services * $3,500.00 (Maintenance) = $7,000.00

ABB: $7,000 (Bushing Seals) + $7,000 (SF6) + $3,500 (Gas Monitoring) + $3,500 (RTV) + Non/Responsive * $3.500.00 (Maintenance) = Non-Responsive

Comments:

ABB: Bid is non-responsive. Materialman failed to provide number of circuit breaker services (Life Cycle Cost Evaluation Item #7) in Materialman's Proposal Form as directed in Materialman's Proposal instructions.

I hereby certify that this is a true and correct tabulation of the bids received for 161 kV Substation Power Circuit Breakers received by Starkville Utilities on September 10, 2019.

Jeffrey Atwell

Jeffrey Atwell, P.E.

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

34. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

35. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 3 WITH GARVER, LLC FOR GREEN OAKS INFRASTRUCTURE AND DESIGN FOR THE GREEN OAKS WATER AND SEWER REHABILITATION IN THE AMOUNT OF $287,000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 17, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities to initiate Task Order # 3 with Garver, LLC to begin the investigation and design for the Green Oaks Water and Sewer Rehabilitation in the amount of $287,000.00” is enumerated, this consent item is thereby approved.

TASK ORDER #3
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES

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

1. **Specific Project Title:** 2019 Green Oaks Water and Sewer Rehabilitation

2. **Description:** This task order is associated with the design, bidding, and construction administration services related to the 2019 Green Oaks Subdivision water and sewer rehabilitation. We have based the scope included herein on our discussions with Jacob Forrester on 8/13/19. In general, Starkville Utilities has determined that the Green Oaks Subdivision's water and sewer systems are in need of repair or replacement and have set aside funding to begin investigation and repairs to the systems.

3. **Scope of Services:** We understand that you want us to provide conceptual, preliminary and final design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:

    a. Conceptual Phase – this phase will focus on better defining the rehabilitation necessary in the wastewater collection system and the repairs/replacement necessary for the water distribution system. It will consist of the following work items:

        i. An initial site visit to the project area.

        ii. A kickoff meeting will be held at the Owner's office to review the objectives of the project, review the scope of work, discuss the schedule, and highlight the deliverables.

        iii. Cleaning and CCTV of sewer collection system. There is approximately 43,000 linear feet of gravity sewer in Green Oaks. A budget of $100,000 will be included for cleaning and CCTV of gravity sewers. Garver will subcontract with a service provider to perform the cleaning and CCTV. The locations of the sewers (back yards), size of the sewer (<8"), and cleaning requirement will affect the total linear footage of pipe to be CCTV'd. It is not expected that 100% of the gravity sewers will be CCTV's as part of this Task Order. It is anticipated that gravity sewers not CCTV'd as part of this project will be addressed in a future Task Order.

        iv. Garver will review all CCTV footage and provide asset scoring criteria for all sewer mains where CCTV footage has been collected. This process will help guide the replacement / rehabilitation decisions and discussion.

        v. Manhole Inspections. There are approximately 170 manholes in Green Oaks. A visual inspection, performed by Garver, will be accomplished during this phase. It is expected that Starkville Utilities will need to assist Garver in gaining access to some manholes not easily located or opened using common tools.

        vi. A site visit will be conducted with design staff to spend approximately two days walking the site, documenting existing conditions, and generally preparing Garver's design team to conduct the design project.

vii. A technical memorandum will be presented to the Owner summarizing the findings of the CCTV and manhole inspections. It will include recommendations for rehabilitation and repair of the sewer system.

viii. Garver will work with Starkville Utilities to develop a breakdown of potable water replacement versus sanitary sewer rehab that will be addressed in the design phase.

b. Preliminary and Final Design – this phase will include the production of design documents for bid to one construction contract. Information gathered in the conceptual phase and meetings with the Owner will guide the design and the breakdown of potable water versus sanitary sewer work.

i. Survey

Limited survey services are anticipated for this project. Garver will utilize information available and provided by the Owner. A budget of $20,000 has been included for spot checking of sewer and water appurtenances. Garver will contract with a local surveyor familiar with the area to provide these services.

ii. Preliminary Design

The preliminary design phase submittal will include preliminary plan sheets of waterline replacement and sanitary sewer rehabilitation, miscellaneous details, and an opinion of probable construction cost.

This phase will also include at least one visit to the project site to walk water line and sewer rehabilitation areas with the Owner to determine to confirm the field survey and ensure the location of designed improvements. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents.

Upon submission of the Preliminary Design, Garver will conduct a preliminary design review meeting with the Owner and other involved parties. Garver will generate minutes from the meeting that will include review comments from the Owner. Final design will not begin until the preliminary design is approved by the Owner in writing.

iii. Final Design Phase

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make one (1) final field inspection with Owner, make needed plan changes as a result of the final field inspection, and prepare the construction documents as required to advertise for bids. This final field inspection will again include a walking review of improvements to make final checks to the design plans.

Garver will conduct one community meeting to inform the Owner's customers of the project and educate them as to the potential impact to them.

Upon submission of the Final Design, Garver will conduct a final design review meeting with the Owner and other involved parties. Garver will generate minutes from the meeting that will include review comments from the Owner.

Final comments will be incorporated into the construction documents and submitted to the regulatory authorities. Any applicable permit fees will be paid by the Owner. Garver does not anticipate any variances from construction standards. Should a variance be necessary, or requested by the Owner, it will be considered additional services and will require amendment to this agreement.

Any comments received from regulatory agencies will be incorporated into the construction documents and the project will then be ready for advertisement for bid.

c. Bidding Services – Upon production of the bid documents, Garver will assist Starkville Utilities with the bidding of the project. These services will include:

   i. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.

   ii. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).

   iii. Support the contract documents by preparing addenda as appropriate.

   iv. Participate in a pre-bid meeting.

   v. Attend the bid opening.

   vi. Prepare bid tabulation.

   vii. Evaluate bids and recommend award.

   viii. Prepare construction contracts.

d. Project Deliverables

   The following will be submitted to the Owner, or others as indicated, by Garver;

   i. One (1) bid package for the project.

   ii. Three (3) copies of the conceptual design technical memorandum and a digital copy in PDF format including results of CCTV and manhole inspections and rough order of magnitude cost estimate.

   iii. Three (3) half-size (11"x17") copies and a digital copy in PDF format of the Preliminary plans with opinion of probable construction cost.

   iv. Three (3) half-size (11"x17") copies and a digital copy in PDF format of the Final plans and specifications with the updated opinion of probable construction cost.

v. Two (2) half-size (11"x17") copies of the Final (100%) plans and specifications with permit applications and documentation to regulatory bodies.

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

5. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017

Section 5.8.2 GARVER shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence)."

6. Client's Responsibilities: As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.

a. Previous available aerials, topographic information, water and sewer mapping and database files, surveys, reports, etc.

b. Access to manholes for personnel and CCTV equipment.

c. Approval from any private landowners to access sewer or water lines.

d. Assistance in locating and opening sanitary sewer manholes.

e. Paying all plan review and advertising costs.

f. Furnishing all permits and providing permit review fees.

g. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.

7. Not Included: For clarification, our proposed scope of services for this Task Order does not include:

a. Utility relocation design other than water and sewer.

b. Preparation of a Stormwater Pollution Prevention Plan.

c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.

d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.

e. Geotechnical engineering.

f. Water and sewer hydraulic modeling.

g. Construction materials testing.

h. Services after construction such as operations startup, operator training, operations and maintenance manual, warranty follow-up, operations support, etc.

i. Litigation Assistance

8. **Schedule:** Garver will begin work within fourteen (14) days from the effective date of this Task Order and provide bid documents for review by the Client within 120 calendar days.

9. **Payment to Engineer:**

a. Garver proposes to perform this project on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Conceptual Phase	
Conceptual Services	$45,000
Cleaning and CCTV (allowance)	$100,000
Manhole Inspections	$26,000
Design Phase	
Survey (allowance)	$20,000
Preliminary and Final Design	$86,000
Bidding Phase	$10,000
Construction Services	TBD – Closer to Construction
Total	$287,000

As such, Garver will invoice for the project monthly based upon a percentage of completion.

b. Items included as allowances (Sewer clean/CCTV and Surveying) will be performed by a Garver sub-consultant. Garver will invoice for invoice directly for their services + 5%.

c. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.

d. The amount included for the survey phase shall be an allowance. The Owner shall only pay for agreed surveying services up to the allowance amount. Should the entire amount not be utilized, the Owner will not be required to pay it.

10. **Subconsultants:** Garver intends to utilize Springer Engineering for surveying and Perma Corporation for the cleaning and CCTV.

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

GARVER

12. Attachments: None.

Approval and Acceptance

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

The Effective Date of the Task Order is ____________________, 2019.

Client: STARKVILLE UTILITIES	Engineer: GARVER
Signature	Signature
D. Lynn Spruill	Brian Shannon, PE
Mayor - City of Starkville	Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the Unified Development Code Public Input Sessions to be held October 3 and October 22 and invited the public to attend. The following dates were also noted and will be published on the City website:

Comprehensive Plan (Placetype Map) Update:
This is minor adjustments to realign the zones to lot lines and make flood zone areas developable.
September 3, 2019 - Call for Public Hearing (Board of Aldermen)
October 1, 2019 - 1st Public Hearing (Board of Aldermen)
October 15, 2019 - 2nd Public Hearing (Board of Aldermen)

Public Input Sessions for the Unified Development Code:
September 17, 2019 - Announce Input Sessions (Board of Aldermen)
October 3, 2019 - 1st Public Input Session (Sportsplex @ 5:30 PM)
October 22, 2019 - 2nd Public Input Session (City Hall @ 5:30 PM)

The Unified Development Code Public Hearing:
October 15, 2019 - Call for Public Hearing (Board of Aldermen)
November 12, 2019 - Planning & Zoning Commission Meeting
December 3, 2019 - 1st Public Hearing (Board of Aldermen)
December 17, 2019 - 2nd Public Hearing (Board of Aldermen)

The final draft of the Unified Development Code will be available at the end of September.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS: None

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

36. CONSIDERATION TO FILL A VACANCY FOR THE STARKVILLE HOUSING AUTHORITY BOARD FOR A FIVE YEAR APPOINTMENT THAT WILL BEGIN SEPTEMBER 18, 2019 AND END SEPTEMBER 18, 2024.

Alderman Carver, duly seconded by Alderman Little, offered a motion to reappoint Ms Sophia Nickles to the Starkville Housing Authority Board for a five year appointment beginning September 18, 2019 and ending September 18, 2024. The Board voted as follows:

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

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

37. CONSIDERATION OF REVISED CONDITION OF BULLDOG BASH SPECIAL EVENT PERMIT.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve the Special Event request by Mississippi State University Student Association to hold the 2019 Bulldog Bash and have City participation with in-kind services with the revised condition that insurance for the event, consistent with the City's Special Event Policy, be provided to the City by Thursday, September 19, 2019 at 12 p.m., or the event will be canceled with no further action of the Mayor and Board of Aldermen based on public safety and welfare considerations.
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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

38. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2019-2020 TAX MILLAGE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to set the Fiscal Year 2020 tax millage for the City of Starkville at 28.13 mills. The Board voted as follows:

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

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

Resolution is on following page

39. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE BASED ON 28.13 MILLS.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve the Fiscal Year 2019 – 2020 Budget for the City of Starkville based on 28.13 mills. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

Budget follows the Tax Resolution

RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2020 FOR THE CITY OF STARKVILLE, MISSISSIPPI

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, MS Code Ann. Section 21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville have determined and have so publicly noticed that the millage rate for the fiscal year 2020 will be set at the rate of 28.13 mills. Of that 28.13 mills, 15.59 mills will be designated for general revenue purposes and improvements, 11.55 mills for Municipal Bonds and Interest thereon pursuant to MS Code Ann. Section 21-33-45, 0.25 for the Starkville Fire Department pursuant to MS Code Ann. Section 83-1-39(5) and 0.74 mills for the Starkville Library pursuant to MS Code Ann. 39-3-7 for a total of 28.13 mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 28.13 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities, and making other improvements to develop and promote the growth of said Downtown Business District, pursuant to the authority of Senate Bill number 1601. 969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, This, the 17th Day of September 2019.

Spruill

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

CITY OF STARKVILLE STATE OF MISSISSIPPI

Attest: Lesa Hardin
Lesa Hardin, City Clerk / CFO

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 17th day of September, 2019, in a regular meeting held at 5:30 p.m. in the Municipal Court Room of Starkville City Hall.

Lesa Hardin
City Clerk / CFO

Budget Report
Group Summary

City of Starkville, MS

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 200 - TAXES						
	8,292,100.00	8,292,100.00	0.00	0.00	-8,292,100.00	0.00 %
Category: 200 - TAXES Total:	**8,292,100.00**	**8,292,100.00**	**0.00**	**0.00**	**-8,292,100.00**	**0.00 %**
Category: 220 - LICENSES AND PERMITS						
	238,000.00	238,000.00	0.00	0.00	-238,000.00	0.00 %
Category: 220 - LICENSES AND PERMITS Total:	**238,000.00**	**238,000.00**	**0.00**	**0.00**	**-238,000.00**	**0.00 %**
Category: 230 - INTERGOVERNMENTAL REVENUES						
	10,191,647.00	10,191,647.00	0.00	0.00	-10,191,647.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	**10,191,647.00**	**10,191,647.00**	**0.00**	**0.00**	**-10,191,647.00**	**0.00 %**
Category: 330 - FINES AND FORFEITS						
	560,000.00	560,000.00	0.00	0.00	-560,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	**560,000.00**	**560,000.00**	**0.00**	**0.00**	**-560,000.00**	**0.00 %**
Category: 340 - MISCELLANEOUS						
	597,620.00	597,620.00	0.00	0.00	-597,620.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	**597,620.00**	**597,620.00**	**0.00**	**0.00**	**-597,620.00**	**0.00 %**
Category: 360 - CHARGES FOR SERVICES						
	26,050.00	26,050.00	0.00	0.00	-26,050.00	0.00 %
Category: 360 - CHARGES FOR SERVICES Total:	**26,050.00**	**26,050.00**	**0.00**	**0.00**	**-26,050.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	3,160,000.00	3,160,000.00	0.00	0.00	-3,160,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**3,160,000.00**	**3,160,000.00**	**0.00**	**0.00**	**-3,160,000.00**	**0.00 %**
Category: 631 - ODDFELLOWS						
	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Category: 631 - ODDFELLOWS Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**-5,000.00**	**0.00 %**
Revenue Total:	**23,070,417.00**	**23,070,417.00**	**0.00**	**0.00**	**-23,070,417.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
	118,250.00	118,250.00	0.00	0.00	118,250.00	0.00 %
100 - SALARY-ALDERMEN	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00 %
101 - SALARY-MAYOR	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
103 - STAFF SALARIES	4,659,553.00	4,659,553.00	0.00	0.00	4,659,553.00	0.00 %
104 - SALARY-DEPARTMENT HEAD	579,525.00	579,525.00	0.00	0.00	579,525.00	0.00 %
105 - SALARY-MANAGEMENT	1,204,470.00	1,204,470.00	0.00	0.00	1,204,470.00	0.00 %
107 - HOURLY	982,955.00	982,955.00	0.00	0.00	982,955.00	0.00 %
108 - PART TIME / TEMPORARY	119,700.00	119,700.00	0.00	0.00	119,700.00	0.00 %
110 - MAINTENANCE	83,400.00	83,400.00	0.00	0.00	83,400.00	0.00 %
114 - SALARY - LABOR	443,505.00	443,505.00	0.00	0.00	443,505.00	0.00 %
115 - SALARY-PART TIME	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00 %
118 - SALARY - PROSECUTING ATTORNEY	56,000.00	56,000.00	0.00	0.00	56,000.00	0.00 %
120 - SALARY-MUNICIPAL JUDGE	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
125 - OVERTIME	594,500.00	594,500.00	0.00	0.00	594,500.00	0.00 %
127 - ON-CALL	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	1,551,200.00	1,551,200.00	0.00	0.00	1,551,200.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	700,540.00	700,540.00	0.00	0.00	700,540.00	0.00 %
133 - HOSPITAL INSURANCE	1,117,540.00	1,117,540.00	0.00	0.00	1,117,540.00	0.00 %
135 - WORKER'S COMPENSATION	223,820.00	223,820.00	0.00	0.00	223,820.00	0.00 %
139 - WORKERS COMPENSATION	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
140 - EMPLOYEE EDUCATION EXPENSE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	**12,918,958.00**	**12,918,958.00**	**0.00**	**0.00**	**12,918,958.00**	**0.00 %**
Category: 500 - SUPPLIES						
200 - SUPPLIES	94,322.00	94,322.00	0.00	0.00	94,322.00	0.00 %
201 - REFERENCE PUBLICATIONS	1,850.00	1,850.00	0.00	0.00	1,850.00	0.00 %
202 - COMMITTEE SUPPORT	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
204 - GAS & OIL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
208 - JANITORIAL SUPPLIES	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00 %
220 - SUPPLIES - TOOLS	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
221 - ENVIRONMENTAL CONTROL SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
231 - GAS & OIL	224,850.00	224,850.00	0.00	0.00	224,850.00	0.00 %
233 - UNIFORMS	94,800.00	94,800.00	0.00	0.00	94,800.00	0.00 %
237 - OPERATING SUPPLIES	145,000.00	145,000.00	0.00	0.00	145,000.00	0.00 %
238 - FIRING RANGE SUPPLIES	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
240 - FIRE INVESTIGATION	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	67,500.00	67,500.00	0.00	0.00	67,500.00	0.00 %
251 - POLICE SUPPLIES	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
269 - BUILDING MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
270 - CONSTRUCTION MATERIALS	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
271 - DRAINAGE MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
272 - STREETS SIGNS & PAINT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
415 - PROGRAM SUPPLIES	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
Category: 500 - SUPPLIES Total:	**1,016,322.00**	**1,016,322.00**	**0.00**	**0.00**	**1,016,322.00**	**0.00 %**
Category: 600 - CONTRACTUAL SERVICES						
110 - MAINTENANCE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
300 - PROFESSIONAL SERVICES	238,000.00	238,000.00	0.00	0.00	238,000.00	0.00 %
301 - AUDITING	36,000.00	36,000.00	0.00	0.00	36,000.00	0.00 %
302 - CITY ATTORNEY GENERAL	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
303 - DATA PROCESSING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
304 - INFORMANT FEES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
308 - ENGINEERING SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
309 - LEGAL EXPENSES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
310 - PLANNING COMMISSION	16,500.00	16,500.00	0.00	0.00	16,500.00	0.00 %
311 - PROFESSIONAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
312 - CITY ATTORNEY LITIGATION	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
319 - PHYSICAL EXAMINATIONS	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
320 - PROF SERVICE/TESTING	127,000.00	127,000.00	0.00	0.00	127,000.00	0.00 %
323 - DEBRIS REMOVAL/DEMOLITION	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
326 - BOARD OF ADJUSTMENTS	500.00	500.00	0.00	0.00	500.00	0.00 %
330 - COMMUNICATIONS	246,500.00	246,500.00	0.00	0.00	246,500.00	0.00 %
331 - MULTI-JURISDICTIONAL HAZ-MAT	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
338 - CONTRACT SERVICES	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
340 - ADVERTISING	212,000.00	212,000.00	0.00	0.00	212,000.00	0.00 %
342 - LEGAL ADVERTISING & NOTICES	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
343 - PRINTING & BINDING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
350 - TRAVEL	36,300.00	36,300.00	0.00	0.00	36,300.00	0.00 %
355 - EQUIPMENT REPAIR & MAINTENANCE	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
360 - SHOP REPAIRS & MAINTENANCE	207,500.00	207,500.00	0.00	0.00	207,500.00	0.00 %
367 - MOTORCYCLE RENTAL	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00 %
369 - COPIER RENTAL	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
370 - INSURANCE	233,700.00	233,700.00	0.00	0.00	233,700.00	0.00 %
371 - BONDING-CITY EMPLOYEES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
380 - UTILITIES	655,000.00	655,000.00	0.00	0.00	655,000.00	0.00 %
390 - FIRE TRAINING	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
400 - EQUIPMENT REPAIR & MAINTENANCE	57,750.00	57,750.00	0.00	0.00	57,750.00	0.00 %
402 - REPAIRS & MAINTENANCE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
403 - REPAIRS TO BUILDING	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
404 - RADIO MAINTENANCE / EXPENSE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
425 - REPAIRS MAINT/MLK/182	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
426 - BUILDING MAINTENANCE	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
430 - UNIFORM CLEANING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
450 - GPS EXPENSES	29,125.00	29,125.00	0.00	0.00	29,125.00	0.00 %
454 - ORD 91-1 CONTRIBUTIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
501 - FEES	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
505 - TIME CLOCK SYSTEM	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
510 - FESTIVAL SUPPORT	22,500.00	22,500.00	0.00	0.00	22,500.00	0.00 %
550 - MISCELLANEOUS	17,250.00	17,250.00	0.00	0.00	17,250.00	0.00 %
552 - POLICE SCHOOL EXPENSE	51,000.00	51,000.00	0.00	0.00	51,000.00	0.00 %
553 - TRAINING	12,400.00	12,400.00	0.00	0.00	12,400.00	0.00 %
554 - ORDINANCE CODIFICAITON UPDATE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
555 - DUES	17,600.00	17,600.00	0.00	0.00	17,600.00	0.00 %
556 - OTHER DUES	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
557 - PROFESSIONAL MEMBERSHIPS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
605 - HISTORIC PRES GRANT	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
607 - HISTORIC PRES COMMISSION	500.00	500.00	0.00	0.00	500.00	0.00 %
637 - BRUSH ARBOR	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**2,901,325.00**	**2,901,325.00**	**0.00**	**0.00**	**2,901,325.00**	**0.00 %**
Category: 631 - ODDFELLOWS						
402 - REPAIRS & MAINTENANCE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 631 - ODDFELLOWS Total:	**20,000.00**	**20,000.00**	**0.00**	**0.00**	**20,000.00**	**0.00 %**
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
455 - MS CODE ANNOTATED 17-3-1	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
506 - STK AREA ARTS COUNCIL	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
507 - STK COMMUNITY THEATER	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
508 - STK-MSU SYMPHONY	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
543 - EQUIPMENT	5,578.00	5,578.00	0.00	0.00	5,578.00	0.00 %
702 - GRANT MATCH	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
708 - MSU SHUTTLE	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
813 - TRAFFIC LIGHT MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**86,578.00**	**86,578.00**	**0.00**	**0.00**	**86,578.00**	**0.00 %**
Category: 800 - DEBT SERVICE						
826 - INTEREST	11,722.00	11,722.00	0.00	0.00	11,722.00	0.00 %
828 - SERVICE ZONE PAYMENT	42,500.00	42,500.00	0.00	0.00	42,500.00	0.00 %

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
829 - SERVICE ZONE PRINCIPAL	164,013.00	164,013.00	0.00	0.00	164,013.00	0.00 %
830 - CITY HALL PROJECT PRINCIPAL	460,401.00	460,401.00	0.00	0.00	460,401.00	0.00 %
840 - CITY HALL PROJECT INTEREST	461,050.00	461,050.00	0.00	0.00	461,050.00	0.00 %
850 - CONSTRUCTION	105,000.00	105,000.00	0.00	0.00	105,000.00	0.00 %
855 - CAPITAL IMPROVEMENT DRAINAGE P	95,000.00	95,000.00	0.00	0.00	95,000.00	0.00 %
873 - INTEREST	167,941.00	167,941.00	0.00	0.00	167,941.00	0.00 %
874 - PRINCIPAL	278,862.00	278,862.00	0.00	0.00	278,862.00	0.00 %
876 - BOND FEE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
881 - STREET LOAN PRINCIPAL	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
884 - STREET LOAN INTEREST	12,250.00	12,250.00	0.00	0.00	12,250.00	0.00 %
885 - OTHER TIF HOLDING	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00 %
Category: 800 - DEBT SERVICE Total:	**2,483,739.00**	**2,483,739.00**	**0.00**	**0.00**	**2,483,739.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
516 - ADA SIDEWALKS	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
801 - CAPITAL OUTLAY, IMPROVEMENTS	233,067.00	233,067.00	0.00	0.00	233,067.00	0.00 %
802 - LIBRARY	210,000.00	210,000.00	0.00	0.00	210,000.00	0.00 %
805 - MACHINERY AND EQUIPMENT	200,500.00	200,500.00	0.00	0.00	200,500.00	0.00 %
806 - NEW EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
807 - OFFICE EQUIPMENT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
808 - STREET IMPROVEMENTS	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
810 - TRANSFER OUT	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
812 - JUSTICE COMPLEX	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
856 - DRAINAGE/PROJECTS	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
857 - STORM DRAINAGE MAINT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
861 - STREET IMPROVEMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
953 - TRANSFER AIRPORT COST SHARE	31,928.00	31,928.00	0.00	0.00	31,928.00	0.00 %
955 - TRANSFER TO HUMANE SOCIETY	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
965 - TRANSFER TO DAY CARE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
966 - TRANSFER TO CHAMBER OF COMMERC	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
969 - TRANSFER TO HERITAGE MUSEUM	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
978 - REFUND	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
979 - UNRESTRICTED ENDING FUND BAL	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
998 - CONTINGENCY FUND	397,500.00	397,500.00	0.00	0.00	397,500.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**3,611,495.00**	**3,611,495.00**	**0.00**	**0.00**	**3,611,495.00**	**0.00 %**
Category: 990 - TRANSFERS						
952 - TRANSFER TO STARKVILLE MAIN STREET	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
967 - TRANSFER TO MSU	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 990 - TRANSFERS Total:	**32,000.00**	**32,000.00**	**0.00**	**0.00**	**32,000.00**	**0.00 %**
Expense Total:	**23,070,417.00**	**23,070,417.00**	**0.00**	**0.00**	**23,070,417.00**	**0.00 %**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Category: 330 - FINES AND FORFEITS						
	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**-10,000.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**-25,000.00**	**0.00 %**
Revenue Total:	**35,000.00**	**35,000.00**	**0.00**	**0.00**	**-35,000.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 500 - SUPPLIES						
200 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 500 - SUPPLIES Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**0.00 %**
Category: 600 - CONTRACTUAL SERVICES						
300 - PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**2,000.00**	**2,000.00**	**0.00**	**0.00**	**2,000.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
805 - MACHINERY AND EQUIPMENT	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**28,000.00**	**28,000.00**	**0.00**	**0.00**	**28,000.00**	**0.00 %**
Expense Total:	**35,000.00**	**35,000.00**	**0.00**	**0.00**	**35,000.00**	**0.00 %**
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	**134,000.00**	**134,000.00**	**0.00**	**0.00**	**-134,000.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**315,000.00**	**315,000.00**	**0.00**	**0.00**	**-315,000.00**	**0.00 %**
Revenue Total:	**449,000.00**	**449,000.00**	**0.00**	**0.00**	**-449,000.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 500 - SUPPLIES						
200 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 500 - SUPPLIES Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**1,000.00**	**0.00 %**
Category: 600 - CONTRACTUAL SERVICES						
200 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
410 - TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**26,000.00**	**26,000.00**	**0.00**	**0.00**	**26,000.00**	**0.00 %**
Category: 800 - DEBT SERVICE						
873 - INTEREST	111,466.00	111,466.00	0.00	0.00	111,466.00	0.00 %
874 - PRINCIPAL	154,898.00	154,898.00	0.00	0.00	154,898.00	0.00 %
Category: 800 - DEBT SERVICE Total:	**266,364.00**	**266,364.00**	**0.00**	**0.00**	**266,364.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
990 - ENDING CASH	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**155,636.00**	**155,636.00**	**0.00**	**0.00**	**155,636.00**	**0.00 %**
Expense Total:	**449,000.00**	**449,000.00**	**0.00**	**0.00**	**449,000.00**	**0.00 %**
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	**70,951.00**	**70,951.00**	**0.00**	**0.00**	**-70,951.00**	**0.00 %**
Category: 340 - MISCELLANEOUS						
	50,250.00	50,250.00	0.00	0.00	-50,250.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	**50,250.00**	**50,250.00**	**0.00**	**0.00**	**-50,250.00**	**0.00 %**
Category: 360 - CHARGES FOR SERVICES						
	673,608.00	673,608.00	0.00	0.00	-673,608.00	0.00 %
Category: 360 - CHARGES FOR SERVICES Total:	**673,608.00**	**673,608.00**	**0.00**	**0.00**	**-673,608.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**556,000.00**	**556,000.00**	**0.00**	**0.00**	**-556,000.00**	**0.00 %**
Revenue Total:	**1,350,809.00**	**1,350,809.00**	**0.00**	**0.00**	**-1,350,809.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
105 - SALARY-MANAGEMENT	53,900.00	53,900.00	0.00	0.00	53,900.00	0.00 %
109 - PART TIME	96,540.00	96,540.00	0.00	0.00	96,540.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	5,430.00	5,430.00	0.00	0.00	5,430.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00 %
133 - HOSPITAL INSURANCE	6,050.00	6,050.00	0.00	0.00	6,050.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	**173,420.00**	**173,420.00**	**0.00**	**0.00**	**173,420.00**	**0.00 %**
Category: 500 - SUPPLIES						
198 - BUILDING REPAIRS & MAINT.	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
231 - GAS & OIL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
232 - FUEL PURCHASE	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
233 - UNIFORMS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
235 - COMMODITIES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
237 - OPERATING SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
273 - VEHICLE REPAIR PARTS & SUPPLS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 500 - SUPPLIES Total:	**472,700.00**	**472,700.00**	**0.00**	**0.00**	**472,700.00**	**0.00 %**
Category: 600 - CONTRACTUAL SERVICES						
322 - STORM DAMAGE	9,600.00	9,600.00	0.00	0.00	9,600.00	0.00 %
330 - COMMUNICATIONS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
338 - CONTRACT SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
340 - ADVERTISING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
350 - TRAVEL	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
370 - INSURANCE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
380 - UTILITIES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
400 - EQUIPMENT REPAIR & MAINTENANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
450 - GPS EXPENSES	500.00	500.00	0.00	0.00	500.00	0.00 %
550 - MISCELLANEOUS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**104,850.00**	**104,850.00**	**0.00**	**0.00**	**104,850.00**	**0.00 %**
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
801 - CAPITAL OUTLAY, IMPROVEMENTS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
805 - MACHINERY AND EQUIPMENT	15,408.00	15,408.00	0.00	0.00	15,408.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**35,408.00**	**35,408.00**	**0.00**	**0.00**	**35,408.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
990 - ENDING CASH	564,431.00	564,431.00	0.00	0.00	564,431.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**564,431.00**	**564,431.00**	**0.00**	**0.00**	**564,431.00**	**0.00 %**
Expense Total:	**1,350,809.00**	**1,350,809.00**	**0.00**	**0.00**	**1,350,809.00**	**0.00 %**
Fund: 015 - AIRPORT FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	148,133.00	148,133.00	0.00	0.00	-148,133.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	**148,133.00**	**148,133.00**	**0.00**	**0.00**	**-148,133.00**	**0.00 %**
Revenue Total:	**148,133.00**	**148,133.00**	**0.00**	**0.00**	**-148,133.00**	**0.00 %**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
305 - PROF SERV/CE & I	21,780.00	21,780.00	0.00	0.00	21,780.00	0.00 %
370 - INSURANCE	1,317.00	1,317.00	0.00	0.00	1,317.00	0.00 %
380 - UTILITIES	21,462.00	21,462.00	0.00	0.00	21,462.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**44,559.00**	**44,559.00**	**0.00**	**0.00**	**44,559.00**	**0.00 %**
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
806 - NEW EQUIPMENT	50,423.00	50,423.00	0.00	0.00	50,423.00	0.00 %
809 - NEW VEHICLES	3,073.00	3,073.00	0.00	0.00	3,073.00	0.00 %
820 - GRANT	50,078.00	50,078.00	0.00	0.00	50,078.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**103,574.00**	**103,574.00**	**0.00**	**0.00**	**103,574.00**	**0.00 %**
Expense Total:	**148,133.00**	**148,133.00**	**0.00**	**0.00**	**148,133.00**	**0.00 %**
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Category: 340 - MISCELLANEOUS						
	2,804,000.00	2,804,000.00	0.00	0.00	-2,804,000.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	**2,804,000.00**	**2,804,000.00**	**0.00**	**0.00**	**-2,804,000.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	330,000.00	330,000.00	0.00	0.00	-330,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**330,000.00**	**330,000.00**	**0.00**	**0.00**	**-330,000.00**	**0.00 %**
Revenue Total:	**3,134,000.00**	**3,134,000.00**	**0.00**	**0.00**	**-3,134,000.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
104 - SALARY-DEPARTMENT HEAD	66,955.00	66,955.00	0.00	0.00	66,955.00	0.00 %
107 - HOURLY	57,410.00	57,410.00	0.00	0.00	57,410.00	0.00 %
108 - PART TIME / TEMPORARY	11,960.00	11,960.00	0.00	0.00	11,960.00	0.00 %
114 - SALARY - LABOR	885,700.00	885,700.00	0.00	0.00	885,700.00	0.00 %
125 - OVERTIME	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	175,800.00	175,800.00	0.00	0.00	175,800.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	84,300.00	84,300.00	0.00	0.00	84,300.00	0.00 %
133 - HOSPITAL INSURANCE	181,960.00	181,960.00	0.00	0.00	181,960.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	**1,544,085.00**	**1,544,085.00**	**0.00**	**0.00**	**1,544,085.00**	**0.00 %**
Category: 500 - SUPPLIES						
200 - SUPPLIES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
231 - GAS & OIL	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
233 - UNIFORMS	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
239 - GARBAGE BAGS	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 500 - SUPPLIES Total:	**297,000.00**	**297,000.00**	**0.00**	**0.00**	**297,000.00**	**0.00 %**
Category: 600 - CONTRACTUAL SERVICES						
300 - PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
330 - COMMUNICATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
333 - ADMINISTRATIVE SERVICES	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
338 - CONTRACT SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
350 - TRAVEL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
360 - SHOP REPAIRS & MAINTENANCE	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
364 - BILLING SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
370 - INSURANCE	44,000.00	44,000.00	0.00	0.00	44,000.00	0.00 %
379 - REGIONAL LANDFILL EXPENSES	420,000.00	420,000.00	0.00	0.00	420,000.00	0.00 %
380 - UTILITIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
431 - CONTRACT SERV-TRASH COLLECTION	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00 %
450 - GPS EXPENSES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
550 - MISCELLANEOUS	750.00	750.00	0.00	0.00	750.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**810,750.00**	**810,750.00**	**0.00**	**0.00**	**810,750.00**	**0.00 %**
Category: 800 - DEBT SERVICE						
870 - PRINCIPAL ON BONDS	110,531.00	110,531.00	0.00	0.00	110,531.00	0.00 %
872 - INTEREST ON BONDS	42,362.00	42,362.00	0.00	0.00	42,362.00	0.00 %
873 - INTEREST	20,975.00	20,975.00	0.00	0.00	20,975.00	0.00 %
Category: 800 - DEBT SERVICE Total:	**173,868.00**	**173,868.00**	**0.00**	**0.00**	**173,868.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
805 - MACHINERY AND EQUIPMENT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
990 - ENDING CASH	278,297.00	278,297.00	0.00	0.00	278,297.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**308,297.00**	**308,297.00**	**0.00**	**0.00**	**308,297.00**	**0.00 %**
Expense Total:	**3,134,000.00**	**3,134,000.00**	**0.00**	**0.00**	**3,134,000.00**	**0.00 %**
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**-250,000.00**	**0.00 %**
Revenue Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**-250,000.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
338 - CONTRACT SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**250,000.00**	**0.00 %**
Expense Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**250,000.00**	**0.00 %**
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Category: 330 - FINES AND FORFEITS						
	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	**45,000.00**	**45,000.00**	**0.00**	**0.00**	**-45,000.00**	**0.00 %**
Revenue Total:	**45,000.00**	**45,000.00**	**0.00**	**0.00**	**-45,000.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
303 - DATA PROCESSING	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**45,000.00**	**45,000.00**	**0.00**	**0.00**	**45,000.00**	**0.00 %**
Expense Total:	**45,000.00**	**45,000.00**	**0.00**	**0.00**	**45,000.00**	**0.00 %**
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Category: 340 - MISCELLANEOUS						
	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**-10,000.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	1,240,000.00	1,240,000.00	0.00	0.00	-1,240,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**1,240,000.00**	**1,240,000.00**	**0.00**	**0.00**	**-1,240,000.00**	**0.00 %**
Revenue Total:	**1,250,000.00**	**1,250,000.00**	**0.00**	**0.00**	**-1,250,000.00**	**0.00 %**

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
309 - LEGAL EXPENSES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
620 - GRANT	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
801 - CAPITAL OUTLAY, IMPROVEMENTS	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
851 - SIDEWALK CONST AND IMPROVE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
854 - DRAINAGE/PROJECTS	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
855 - CAPITAL IMPROVEMENT DRAINAGE P	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
861 - STREET IMPROVEMENTS	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**1,245,000.00**	**1,245,000.00**	**0.00**	**0.00**	**1,245,000.00**	**0.00 %**
Expense Total:	**1,250,000.00**	**1,250,000.00**	**0.00**	**0.00**	**1,250,000.00**	**0.00 %**
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report **For Fiscal: 2019-2020 Period Ending: 10/31/2019**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	**1,850,000.00**	**1,850,000.00**	**0.00**	**0.00**	**-1,850,000.00**	**0.00 %**
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	**675,000.00**	**675,000.00**	**0.00**	**0.00**	**-675,000.00**	**0.00 %**
Revenue Total:	**2,525,000.00**	**2,525,000.00**	**0.00**	**0.00**	**-2,525,000.00**	**0.00 %**

ExpSubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
945 - CORNERSTONE	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**250,000.00**	**0.00 %**
Category: 800 - DEBT SERVICE						
826 - INTEREST	96,600.00	96,600.00	0.00	0.00	96,600.00	0.00 %
870 - PRINCIPAL ON BONDS	305,000.00	305,000.00	0.00	0.00	305,000.00	0.00 %
882 - PRINCIPAL	16,220.00	16,220.00	0.00	0.00	16,220.00	0.00 %
883 - INTEREST	895.00	895.00	0.00	0.00	895.00	0.00 %
Category: 800 - DEBT SERVICE Total:	**418,715.00**	**418,715.00**	**0.00**	**0.00**	**418,715.00**	**0.00 %**
Category: 900 - CAPITAL OUTLAY						
942 - PARK IMP/CAPITAL PROJ	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
944 - SPLASH PARK	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
990 - ENDING CASH	1,106,285.00	1,106,285.00	0.00	0.00	1,106,285.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	**1,606,285.00**	**1,606,285.00**	**0.00**	**0.00**	**1,606,285.00**	**0.00 %**
Category: 950 - TRANSFERS						
110 - MAINTENANCE	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 950 - TRANSFERS Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**250,000.00**	**0.00 %**
Expense Total:	**2,525,000.00**	**2,525,000.00**	**0.00**	**0.00**	**2,525,000.00**	**0.00 %**
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	0.00	0.00	0.00
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Starkville Utilities – Water & Sewer Department
Board Budget Year 2020 (10/2019-9/2020)

		Total 2019 Budget as Amended	Total 2020 Budget
	Revenues		
1	Water Sales Revenues	$ 4,200,000	$ 4,200,000
2	Sewer Sales Revenues	3,000,000	3,000,000
	Total Sales Revenues	$ 7,200,000	$ 7,200,000
3	Tap Fees	150,000	150,000
4	Tower Lease	317,588	330,000
5	MSU Wastewater Treatment Income	190,000	190,000
6	Wastewater Revenue	20,000	20,000
7	Miscellaneous Income	100,000	115,000
8	Federal & State Grant Revenue	250,000	1,359,765
	Total Other Revenues	$ 1,027,588	$ 2,164,765
	Total Revenues	**$ 8,227,588**	**$ 9,364,765**
	Expenses		
	Payroll Expenses		
10	Employee Wages	$ 935,000	$ 943,727
11	Employee Overtime	127,500	130,000
12	Employer Contribution - Retirement	172,222	186,828
13	Employer Contribution - Social Security	81,281	82,140
14	Employer Contribution - Insurance	130,000	148,000
15	Payroll Expense from Other Departments	210,000	300,000
	Total Payroll Expenses	$ 1,656,003	$ 1,790,695
	Operating Expenses		
16	City Administrative Costs Reimbursement	$ 75,000	$ 75,000
17	Rental Allocation to Electric Dept	250,000	280,000
18	Billing Services	180,000	180,000
19	Insurance	85,000	89,000
20	Communications	35,000	43,000
21	Travel & Training	10,000	10,000
22	Dues	2,000	3,000
23	Office Supplies	20,000	20,000
24	Uniforms	20,000	20,000
25	Advertising	1,000	2,000
26	Utilities	850,000	830,000
27	Rent	5,000	7,500
28	Miscellaneous Expense	14,000	10,000
	Total Operating Expenses	$ 1,547,000	$ 1,569,500

Starkville Utilities – Water & Sewer Department
Board Budget Year 2020 (10/2019-9/2020)

		Total 2019 Budget as Amended	Total 2020 Budget
	Maintenance Expenses		
29	Materials & Supplies	$ 510,000	$ 500,000
30	Gas & Oil Expense	50,000	50,000
31	Fire Hydrant Supplies	10,000	10,000
32	Street Maintenance Supplies	25,000	20,000
33	Chemicals	124,000	120,000
34	Contract Services	80,000	200,000
35	Contract Services - Legal	10,000	10,000
36	Contract Services - Meter Reading	125,000	60,000
37	Contract Services - Testing	12,000	10,000
38	Water Quality Analysis	50,000	50,000
39	Tank & Well Maintenance	110,000	100,000
40	Repairs & Maintenance - Infrastructure	210,000	200,000
41	Repairs & Maintenance - Shop	65,000	60,000
42	Repairs & Maintenance - Equipment	225,000	200,000
43	MSU Pump Operations & Maintenance	160,000	180,000
44	Remote Pump Station Maintenance	40,000	40,000
	Total Maintenance Expenses	$ 1,806,000	$ 1,810,000
	Capital Expenses		
50	Infrastructure Improvements	$ 2,049,000	$ 2,454,250
51	Asset Purchases - Building & Grounds	50,000	25,000
52	Asset Purchases - Equipment & Vehicles	115,000	80,000
	Total Capital Expenses	$ 2,214,000	$ 2,559,250
	Debt Expenses		
60	Interest Expense on LTD	$ 173,643	$ 464,066
61	Principal Paid on LTD	682,000	1,019,187
	Total Debt Expenses	$ 855,643	$ 1,483,253
	Total Expenses	**$ 8,078,646**	**$ 9,212,698**
	Total Revenues Over Expenses	**$ 148,942**	**$ 152,067**

	Capital Expense (Net of Long-Term Debt Funding) - #50 Detail		
50A	Wastewater Biosolids Project	$ 5,000,000	$ 1,500,000
50B	SCADA Wastewater Upgrades	-	500,000
50C	Green Oaks Water & Sewer Replacement	-	1,500,000
50D	Trim Cane Lift Station Rehab	-	449,250
50R	Major Construction and Rehab Work	1,514,000	705,000
	Roundhouse Road Sewer Replacement	535,000	
	Total	$ 7,049,000	$ 4,654,250
	Less: Debt Funding Capital Projects	(5,000,000)	(2,200,000)
	Capital Expense Net of Long-Term Debt	$ 2,049,000	$ 2,454,250

Starkville Utilities – Electric Department
Board Budget Year 2020 (10/2019-9/2020)

		Total 2019 Budget as Amended	Total 2020 Budget
	Revenues		
1	Electric Sales	41,383,000	41,465,000
2	Forfeited Customer Discounts	150,000	200,000
3	Misc. Service Revenue	250,000	250,000
4	Interest Income	45,000	60,000
5	Rent from Electric Property	180,000	230,000
6	Water Sewer Reimbursement	600,000	650,000
7	Sanitation Reimbursement	80,000	75,000
8	City Reimbursement for Lights	12,000	12,000
	Other Revenues	1,317,000	1,477,000
	Total Revenues	**42,700,000**	**42,942,000**
	Expenses		
9	Purchased Power Expense	33,269,920	33,350,000
	Payroll Expenses		
10	Employee Salaries	1,628,291	1,660,000
11	Employee Overtime	95,848	95,600
12	Employer Contributions - State Retirement	267,528	305,474
13	Employer Contributions - Social Security	126,549	134,303
14	Employer Contributions - Group Insurance	160,000	172,000
15	Payroll Expense from Other Departments	48,228	55,000
	Total Payroll Expenses	2,326,444	2,422,378
	Operating Expenses		
16	City Adminstrative Cost Reimbursement	125,000	125,000
17	Billing Services	325,000	325,000
18	Insurance	215,000	220,000
19	Communications	75,000	95,000
20	Travel & 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	35,000	30,000
25	Audit	20,000	20,000
26	Collection & Bank Fees	10,000	10,000
27	Advertising	6,000	6,000
28	Utilities	10,000	10,000
29	Rent	7,500	7,500
30	Postage	6,000	6,000
	Total Operating Expenses	994,500	1,014,500

Starkville Utilities – Electric Department
Board Budget Year 2020 (10/2019-9/2020)

		Total 2019 Budget as Amended	Total 2020 Budget
	Maintenance Expenses		
31	Auto Repair Parts & Supplies	210,000	210,000
32	Expensed Materials & Supplies	240,000	265,000
33	Substation Repairs & Supplies	75,000	75,000
34	Row Clearing	310,000	310,000
35	Contract Services	325,000	325,000
36	Meter Reading	205,000	20,000
37	General Maintenance	50,000	50,000
38	Building Maintenance	50,000	40,500
	Total Maintenance Expenses	1,465,000	1,295,500
	Capital Expenses		
50	Capitalized Materials & Supplies	1,000,000	1,010,000
51	Capitalized Contract Services	737,000	1,252,900
52	Asset Purchases - Building & Grounds	135,000	-
53	Asset Purchases - Equipment & Vehicles	405,000	480,000
54	Capital Projects & Construction	532,290	2,055,319
	Total Capital Expenses	2,809,290	4,798,219
	Debt Expenses		
60	Interest Expense on LTD	68,675	25,925
61	Principal Paid on LTD	710,000	1,150,000
	Total Debt Expenses	778,675	1,175,925
62	Tax Equivalency	1,365,000	1,365,000
	Total Expenses	**43,008,829**	**45,421,522**
	Total Revenues Over Expenses	**(308,829)**	**(2,479,522)**

	Capital Projects (Net of Long-Term Debt Funding) - #54 Detail		
54A	Capital Projects - Substation	304,090	7,288,498
54B	Capital Projects - Transmission	15,000	438,831
54C	Capital Projects - Distribution	65,000	987,990
54D	Capital Projects - Street Lighting	148,200	90,000
54E	Capital Projects - Traffic Signals	-	150,000
54F	Capital Projects - Special Projects	-	100,000
	Total	532,290	9,055,319
	Less: Bond Proceeds Funding Capital Projects	-	(7,000,000)
54	Net Capital Expense Funding from Long-Term Debt	532,290	2,055,319

32. MOTION TO ADJOURN UNTIL OCTOBER 1, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, for the Board of Aldermen to adjourn the meeting until October 1, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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)