



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
March 17, 2020**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

**City Planning &
Community Development**
Dr. Simon Kim

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Gerry Logan

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, MARCH 17, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 28, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE SERVICES AND FACILITIES PLAN OF THE CITY OF STARKVILLE FOR THE PROPOSED ANNEXED TERRITORY.

B. CONSIDERATION OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

X. BOARD BUSINESS

A. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN

ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS OR THE LOAN DESCRIBED IN THE RESOLUTION HAS BEEN FILED BY QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR THE LOAN; AND FOR RELATED PURPOSES.

B. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THREE VACANCIES: A WARD 3 VACANCY FOR THE PLANNING AND ZONING COMMISSION, A HISTORIC PRESERVATION COMMISSION VACANCY AND A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF PP 20-03 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “CLARK GROVE SUBDIVISION PHASE I”.

b. SPECIAL EVENT: THE PHI BETA SIGMA FRATERNITY, INC IS REQUESTING IN-KIND SERVICE FOR THE BLUE AND WHITE WEEK PICNIC SPECIAL EVENT ON SATURDAY, APRIL 4, 2020 AT THE J.L. KING PARK FROM 10 A.M. UNTIL 3 P.M.

c. SPECIAL EVENT: THE AMERICAN CANCER SOCIETY IS REQUESTING IN-KIND SERVICE FOR RELAY FOR LIFE OF OKTIBBEHA COUNTY SPECIAL EVENT ON SATURDAY, JUNE 6, 2020 IN DOWNTOWN.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE 2020 HERBICIDE SPRAYING SERVICES.
2. CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 10, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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. REQUEST ACCEPTANCE OF FEBRUARY FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MAURICE JOHNSON, WESLEY KOEHN, DAVID LEWIS, AND STEPHEN MERCER, AS RESERVE POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE ELI BARKSDALE AND CAMERON BELL AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZATION TO HIRE SCOTTIE MONTGOMERY AS A CERTIFIED POLICE OFFICER AND MICHAEL MCCLENDON AS A FULL TIME TEMPORARY ENTRY LEVEL POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO TRANSFER NOAH BRANDON FROM THE STARKVILLE ENGINEERING DEPARTMENT AS A INTERN TO THE STARKVILLE UTILITIES DEPARTMENT AS A INTERN.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR FOUR (4) SEASONAL MAINTENANCE WORKERS IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE GRETCHEN REEVES AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.

6. REQUEST AUTHORIZATION TO SELECT KRONOS AS THE CITY'S TIME KEEPING AND HR SOFTWARE.

7. REQUEST AUTHORIZATION TO ADVERTISE FOR THE DIRECTOR OF PARKS AND RECREATION POSITION IN THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZATION TO HIRE DAVID D'AQUILLA WITH DD CONSULTING AS A PART-TIME EMPLOYEE UNTIL THE POSITION IS FILLED.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE LOWEST QUOTE OF \$29,787.92 FOR CAMERA SOFTWARE AND VIDEO STORAGE FROM CONVERGINT TECHNOLOGIES.

I. PARKS

1. CONSIDERATION OF SELECTION OF LOWEST QUOTE, WHEELER ROOFING, AS CONTRACTOR FOR REPLACEMENT OF ROOF AREAS OVER PARKS AND RECREATION OFFICE AND RACQUETBALL COURTS AT THE TRAVIS OUTLAW CENTER AT A COST OF \$24,870.00.

2. CONSIDERATION OF AN AGREEMENT WITH SECURITY SOLUTIONS FOR ALARM SYSTEM AND FIRE ALARM MONITORING AT TRAVIS OUTLAW CENTER, SPORTSPLEX CONCESSIONS AND MCKEE CONCESSIONS.

3. CONSIDERATION OF AN AGREEMENT WITH PERRY WEATHER FOR A WEATHER STATION FOR USE AT THE SPORTSPLEX DURING YOUTH RECREATIONAL GAMES AND OTHER EVENTS.

4. CONSIDERATION TO REJECTING ALL BIDS RECEIVED FOR THE J.L.KING PARK AND PATRIOT'S PARK RESTROOM FACILITIES AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE POWERDMS FOR POLICY AND PROCEDURE, AND TRAINING MANAGEMENT SOFTWARE AS SOLE COMPATIBLE SOFTWARE WITH EXISTING EQUIPMENT AT A COST OF \$5,656.38.

2. CONSIDERATION TO ALLOW CORPORAL STRATTON WOODS TO ATTEND TACTICAL OFFICER SURVIVAL SCHOOL IN HATTIESBURG, MS, MARCH 31 – APRIL 1, 2020 AT A TOTAL COST OF \$480.00.

3. CONSIDERATION OF THE PURCHASE FROM THE LOWEST AND BEST QUOTE FOR FORENSIC MEASURING, SURVEYING, RECORDING, DIAGRAMMING EQUIPMENT FROM TRIMBLE AND VENDOR NEIGPS FOR A TOTAL OF \$15,021.00, FROM THE FY20 JAG HOT SPOT GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 WITH FOCUS ON THE PLANNING AND EXECUTION OF THE SU SOCIAL MEDIA PLATFORMS WITH A BUDGET OF \$1,500 PER MONTH AND \$2,500 FOR A COMPREHENSIVE PACKAGE OF COMMUNICATION SERVICES.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT BEST AND LOWEST QUOTE FOR A NEW MITEL PHONE SYSTEM FROM SYNERGETICS FOR \$39,133.00.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL APRIL 7, 2020 @ 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, Dr. Simon Kim, at (662) 323-2525 at least forty-eight (48) hours in advance for any services requested.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 28, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 28, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Henry Vaughn, Sr. Attending the Board was City Clerk / CFO Lesa Hardin.

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

An update on the Cornerstone Park design was presented by Dalhoff-Thomas and the design team.

The Mayor and members of the Board discussed items on the upcoming March 3, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

February 28, 2020

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. UPDATE ON CORNERSTONE DESIGN FROM DALHOFF-THOMAS
PRINCIPAL DEAN THOMAS AND DESIGN TEAM**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 3, 2020, REGULAR
MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, FEBRUARY 28, 2020**

**AT 10:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3130, in advance for any services requested.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 3/17/20
PAGE: 1 of 24

SUBJECT: Consideration of the Services and Facilities Plan of the City of Starkville for the Proposed Annexed Territory.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval of the Services and Facilities Plan of the City of Starkville for the Proposed Annexed Territory in substantial form allowing for any subsequent amendments or adjustments at the recommendation and discretion of the City's Department Heads.

SERVICES AND FACILITIES PLAN

Proposed Annexation Area

City of Starkville, Mississippi

March 12, 2020

Mayor:

D. Lynn Spruill

Aldermen:

Ben Carver, Ward 1
Sandra Sistrunk, Ward 2
David Little, Ward 3
Jason Walker, Ward 4
Hamp Beatty, Ward 5
Roy Perkins, Ward 6
Henry Vaughn, Sr., Ward 7

City Clerk:

Lesa Hardin

City Attorney:

Christopher Latimer

Prepared by:



POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

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GENERAL GOVERNMENT

Existing City

Personnel

One (1) Mayor
Seven (7) Aldermen
One (1) City Clerk
One (1) Deputy Clerk Accounts Receivable
One (1) Deputy Clerk Accounts Payable
One (1) Deputy Clerk Payroll
One (1) Deputy Clerk Accounting
One (1) Deputy Clerk Grants/Inventory
Two (2) Receptionists (Part-Time)
One (1) Administrative Assistant
One (1) City Attorney

Equipment

Standard office equipment.
One (1) 2018 Nissan Kicks

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

Other

Redistricting	\$15,000 (year 1 only)
Additional County Fee for Property Tax Collection (Current rate of \$50,000 to increase to \$75,000)	\$25,000/yr.

COURT DEPARTMENT

Existing City

Personnel

One (1) Judge
One (1) Prosecutor
Three (3) Defenders (Part-time)
One (1) Court Clerk
Four (4) Deputy Clerks

Equipment

No equipment

Proposed Annexation Area

No additional personnel or equipment required at this time.

POLICE DEPARTMENT & ANIMAL CONTROL

Existing City

Personnel

Full-time Sworn Personnel:

One (1) Chief
One (1) Assistant Chief
Two (2) Captains
Four (4) Lieutenants
Ten (10) Sergeants
Twelve (12) Corporals
Thirty (30) Officers
One (1) Parking/Bailiff

Part-time Sworn Personnel:

One (1) Reserve Captain
Nine (9) Reserve Officers

Full-Time Civilian Personnel:

Two (2) Animal Control Officers
One (1) Executive Administrative Assistant
One (1) Administrative Assistant
One (1) Records Clerk
One (1) Accreditation Manager
Six (6) Dispatchers

Part-Time Civilian Personnel:

One (1) Internal Affairs
Two (2) Dispatchers

Equipment

One (1) 2006 Barr Trailer	Two (2) 2015 Harley Davidson Ultras
One (1) 2006 YAMA ATV	One (1) 2006 Ford F150
One (1) 2007 Ford Tauruses	Nine (9) 2007 Crown Vics
Ten (10) 2013 Ford Tauruses	One (1) 2006 Ford Expedition
One (1) 2008 Crown Vic	Two (2) 2009 Crown Vics
Two (2) 2017 Ford F150	One (1) 2015 Chevrolet Tahoe
One (1) 2015 Ford Interceptor	One (1) 2010 Hyundai Genesis
Three (3) 2016 Ford Interceptors	One (1) 2007 Chevrolet Silverado
Eleven (11) 2010 Crown Vic	One (1) 1997 Jeep LTR
One (1) 2006 Dodge Charger	One (1) 2006 Jeep Commander
One (1) 2016 Ford F250	Two (2) Crown Vics

(continued)

POLICE DEPARTMENT & ANIMAL CONTROL *(continued)*

Proposed Annexation Area

Year 1

Personnel

Five (5) Full-Time Officers @ \$52,252/person (\$35,000 salary + \$17,252)	\$261,260/yr.
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Equipment & Uniforms

Five (5) Outfitted Cars @ \$35,000/officer	\$37,548/yr. ¹
Five (5) Weapons and Equipment @ \$4,500	\$22,500 (year 1 only)
Five (5) Officer Uniforms @ \$350 year 1, \$150 years 2-5	\$1,750 (year 1 only)
	\$750 years 2-5
Five (5) Training @ \$13,000/officer per Chief Ballard	\$65,000 (year 1 only)

¹ Lease/purchase for five (5) years @ 2.8%

FIRE DEPARTMENT

Existing City

Administration:

Personnel:

One (1) Fire Chief
One (1) Administrative Assistant
One (1) Training Chief
Two (2) Fire Marshals
Three (3) Battalion Chiefs

Station 1

Personnel:

Three (3) Captains
Three (3) Sergeants
Six (6) Firefighters

Equipment:

One (1) 2005 Dodge 3500 Ram
One (1) 1993 International 4700LP Fire Truck
One (1) 1993 Ford Crown Vic
One (1) 2006 Pierce Dash Freightliner
One (1) 2011 Ford Crown Vic
One (1) 2016 Ford Police Interceptor

Station 2:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Nine (9) Firefighters

Equipment:

One (1) 2013 Pierce Freightliner
One (1) 2012 Chevy
One (1) 2002 Ford F150
One (1) 2018 Ford F150
One (1) 1996 Ford Crown Vic
One (1) 2017 Wells Cargo EW2425W Dive Trailer

(continued)

FIRE DEPARTMENT *(continued)*

Station 3:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Three (3) Firefighters

Equipment:

One (1) 1980 Ford F350
One (1) 1986 Sutphen M-Tower Fire Truck
One (1) 2003 Chevy Silverado
One (1) 1998 International 4900 Fire Truck
One (1) 2016 E-One Typhoon Fire Truck

Station 4:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Six (6) Firefighters

Equipment:

One (1) 2005 GMC Sierra
One (1) 2003 E-One Typhoon Fire Truck

Station 5:

Personnel:

Two (2) Lieutenants
Two (2) Sergeants
Two (2) Firefighters

Equipment:

One (1) 2005 GMC Sierra
One (1) 1993 International 4900 Fire Truck
One (1) 2003 Ford Crown Vic
One (1) 2016 E-One Typhoon Fire Truck

(continued)

FIRE DEPARTMENT *(continued)*

Proposed Annexation Area

Personnel

No Additional Personnel Required per Rating Bureau

Equipment

No Additional Equipment Required per Rating Bureau

COMMUNITY DEVELOPMENT DEPARTMENT

Existing City

Personnel

One (1) Community Development Director
One (1) City Planner
One (1) Assistant City Planner
One (1) Building Official
Two (2) Building Inspectors
One (1) Community Development Administrator
Two (2) Code Enforcement Officials

Equipment

Three (3) 2015 Toyota Tacomas
One (1) 2010 Ford F150

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

Other

Comprehensive Plan Update	\$30,000 (year 1 only)
Apply Zoning	\$15,000 (year 1 only)

ENGINEERING & STREETS DEPARTMENT

Existing City

Personnel

One (1) Department Head
One (1) Street Superintendent
One (1) Assistant City Engineer
One (1) Engineering Inspector
One (1) Engineering Intern
One (1) Automotive & Equipment Tech
One (1) Street Department Secretary
Three (3) Foremen
Three (3) Equipment Operators 1
One (1) Equipment Operators 2
Three (3) Maintenance Workers 1
Six (6) Maintenance Workers 3
Two (2) Seasonal Maintenance Workers

Equipment

One (1) 1993 Ford 150	One (1) 2001 KX91 Mini Kabota
One (1) 2004 4300 International	One (1) 1980 John Deer 444 Front End Loader
One (1) 2001 Dodge Ram 2500	One (1) 2006 Waker RD36 Roller
One (1) 2010 Dodge Ram 3500	One (1) 2006 AZ360 Zipper
One (1) 1989 4300 International	One (1) 2008 JS220 JCB Excavator
One (1) 1999 Ford F350	One (1) 2016 CAT 305 Mini Excavator
One (1) 2002 Chevrolet S-10	One (1) CAT D5C Dozer
One (1) 2003 Ford F750	One (1) 2018 JCB Excavator
Two (2) 2013 Ford F350	One (1) 2019 F350 Ford
One (1) 2002 Ford F350	One (1) 2016 F 350 Ford
One (1) 2005 4200 International	One (1) Sterlin 15 Yard
One (1) 2002 Dodge Ram 2500	One (1) Sterlin 20 Yard
One (1) 2016 Ford F250	One (1) 2019 AC Machine
One (1) 1999 CAT Backhoe	One (1) Auto Mechanic

(continued)

ENGINEERING & STREETS DEPARTMENT *(continued)*

Proposed Annexation Area

Personnel

One (1) Street Dept. Laborer @ \$31,244/person \$31,244/yr.
(\$20,800 salary + \$10,444 benefits)

Equipment & Uniforms

One (1) Uniform @ \$250 year 1 only, \$100 years 2-5 \$250 (year 1 only)
\$100 years 2-5

Street Lights

- 4-County EPA
 - o 66 Proposed Street Lights (year 1) @ \$20.52/month \$16,252
 - o 12 Existing Street Lights @ 18.52/month \$ 2,667
- \$18,919

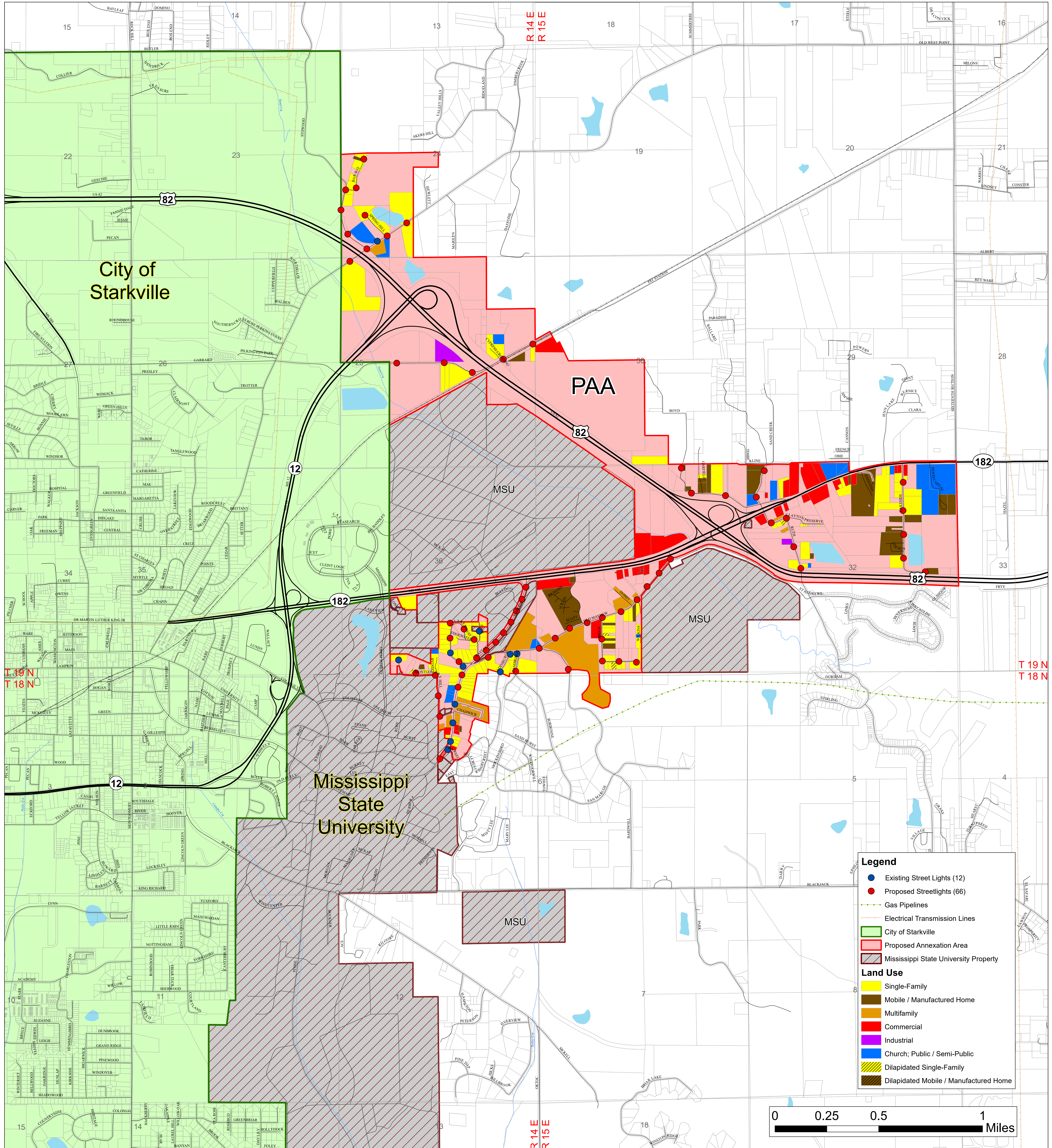
Estimated Road Improvement Costs Proposed Annexation Areas City of Starkville, Mississippi

Street Name	Estimated Costs
Old Mayhew Road (reconstruction)	\$816,900

Gravel Streets to be Paved

Boyd Road	
Bar-B-Q Road	
Lakeside Road	
Wilkins Road	
Biggs Road	
Cannon Road	
Montgomery Hill Road	
Total	\$415,800

Total Estimated Cost \$1,232,700



Street Lighting Plan Proposed Annexation Area City of Starkville, Mississippi

PARKS & RECREATION

Existing City

Personnel

Administration (full-time)

One (1) Custodian
One (1) Program Supervisor
One (1) Administrative Assistant
One (1) Sports Turf Manager
One (1) Lead Facility/Grounds Maintenance Worker
One (1) Maintenance Director
One (1) Athletic Supervisor
Three (3) Maintenance Workers
One (1) Parks & Rec. Director
One (1) Sports Coordinator
One (1) Lead Sports Field Maintenance Worker

Administration (part-time)

Three (3) Receptionists
One (1) Janitor
Two (2) Night Supervisors
Two (2) Athletic Assistants
One (1) Program Assistant
Thirty (30) Seasonal Lifeguards

Equipment

One (1) 2011	Exmark	72" Zero turn lawnmower
One (1) 2011	Exmark	72" Zero turn lawnmower
One (1) 2015	Exmark	72" Zero turn lawnmower
One (1) 2015	Exmark	72" Zero turn lawnmower
One (1) 2017	Exmark	72" Zero turn lawnmower
One (1) 2019	John Deer 9009A	108" TerrainCut Fairway Mower
One (1) 2016	Exmark Turf Tracer	Walk-behind mower
One (1) 2014	Toro	Workman w/dump bed
One (1) 2015	Toro 3040	Sand Pro
One (1) 2008	Toro 3020	Sand Pro
One (1) 2016	John Deere 1200A	Sand Pro
One (1) 1985	New Holland 3930	Tractor

(continued)

PARKS & RECREATION *(continued)*

Equipment *(continued)*

One (1) 1978	New Holland 1720	Tractor
One (1) 2005	New Holland TN60A	Tractor
One (1) 2017	John Deere 4044M	Tractor
One (1) 2004	Quick Pass 450	Topdresser
One (1) 2014	King Kutter 200	Seeder
One (1) 2014	NA	200 Gallon Boom Sprayer
One (1) 1995	NA	70 Gallon Sprayer
One (1) 2014	Stihl KM11DR	Weedeater
One (1) 2011	Stihl FS90R	Weedeater
One (1) 2017	Stihl FS111R	Weedeater
One (1) 2017	Stihl FS91R	Weedeater
One (1) 2012	Stihl KM90R	Weedeater
One (1) 2019	Stihl MS180	Chainsaw
One (1) 2016	Stihl MS251C	Chainsaw
One (1) 2015	Stihl BR350	Backpack Blowers (3)
One (1) 2018	Ever Cut	Walk-Behind Edger
One (1) 2011	Shindaiwa LE242	Stick Edger
One (1) 2013	NA	Backpack pesticide sprayers (5)
Two (2) 2015	NA	Backpack pesticide sprayers (5)
One (1) 2016	NA	Backpack pesticide sprayers (5)
One (1) 2019	NA	Backpack pesticide sprayers (5)
One (1) 2016	John DeereTX 4x2	Gator
One (1) 2005	Ryan	Sod Cutter
One (1) 1995	NA	Bushhog Backwing
One (1) 1985	NA	Bushhog 6 ft
One (1) 1995	NA	Dethatcher/vertacutter
One (1) 1985	Aerway Turf	Aerator
One (1) 2002	Tora Versa	Sweeper
One (1) NA	NA	Trailer 16 ft
One (1) NA	NA	Trailer 10 ft
One (1) NA	NA	Trailer 8 ft
One (1) NA	NA	Dump Trailer 16 Ft with hydraulic dump
One (1) 1995	Pittsburgh	Box blade
One (1) 2011	NA	Pole Saw
One (1) 2009	Stihl	Hedge Trimmer
One (1) 1995	NA	Grader

(continued)

PARKS & RECREATION *(continued)*

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT¹

Existing City

Personnel

One (1) Secretary
One (1) SES Director
Seven (7) Drivers
Three (3) Foremen 1
Fifteen (15) Maintenance Workers 1
Three (3) Maintenance Workers 2
Two (2) Maintenance Workers 3
One (1) Operator 1

Equipment

One (1) 2012 Freightliner Truck
Four (4) 2016 Freightliner Trucks
One (1) 2016 Mack Truck
One (1) 2015 Mack Truck
One (1) 2011 Mack Truck

Proposed Annexation Area

Personnel

One (1) Driver @ \$43,918/driver (\$31,000 salary + \$12,918 benefits)	\$43,918/yr.
One (1) Laborer @ \$31,244/driver (\$20,800 salary + \$10,444 benefits)	\$31,244/yr.

Equipment & Uniforms

One (1) Rear-end Loader @ \$239,000 (household garbage)	\$51,276/yr. ²
Two (2) Uniforms @ \$250 year 1 only, \$100 years 2-5	\$500 year 1 only, \$200 years 2-5

¹Separate fund from General Fund.

²Lease/purchase for five (5) years @ 2.8%.

STARKVILLE UTILITIES¹

Existing City

Shared Employees

One (1) General Manager
One (1) Assistant Manager
One (1) Executive Admin Assistant
One (1) Accounting & Finance Manager
One (1) Accountant
One (1) Payroll/Collections Clerk
One (1) Customer Service Manager
Four (4) Customer Service Representatives
One (1) Manager System, Billing, Tech
One (1) Metering Infrastructure Coordinator
One (1) Service Technician
One (1) Utility Locator Technician

Pay Distribution

60% Electric, 40% Water
60% Electric, 40% Water
60% Electric, 40% Water
80% Electric, 20% Water
50% Electric, 50% Water
40% Electric, 60% Water
54% Electric, 36% Water, 10% Sanitation
44% Electric, 46% Water, 10% Sanitation
70% Electric, 20% Water, 10% Sanitation
42% Electric, 48% Water, 10% Sanitation
42% Electric, 48% Water, 10% Sanitation
42% Electric, 58% Water

Starkville Utilities – Electric Division

Electric Division Employees

One (1) System Engineer
One (1) Engineering Associate
One (1) Lead Line Foreman
One (1) Warehouse Manager
One (1) Storekeeper
Two (2) Crew Chiefs
Three (3) Linemen
Five (5) Apprentice Linemen
One (1) Lineman Helper

Electric Division Equipment

Seven (7) Ford F-150 XL's
Four (4) Ford F-350's
Two (2) Ford Ranger XLT's
One (1) Ford Expedition
Two (2) GMC Sierra Half-Ton Trucks
One (1) Bucket Service Truck
One (1) GMC Bucket Truck
One (1) Top Kick Bucket Truck

One (1) International 55' Bucket Truck
Two (2) Top Kick Digger Trucks
One (1) Altec Mini Derrick Digger
One (1) International Digger Truck
One (1) Ditch Witch Boring Machine
One (1) Top Kick Flat Bed Dump Truck
One (1) Mini-Excavator Bucket
Two (2) International Material Handlers

¹Separate fund from General Fund.

(continued)

STARKVILLE UTILITIES *(continued)*

Electric Division Equipment *(continued)*

One (1) Nissan PF60DF Forklift
One (1) Ringo-Matic Vacuum Excavator
One (1) Liberty Scag Mower
One (1) URD Pulling Machine
One (1) Ford 2610 Tractor/Bushog
One (1) Ford Diesel 555A Backhoe
One (1) Emergency Generator

Starkville Utilities – Water/Wastewater Division

Water/Wastewater Division Employees

One (1) System Engineer
One (1) GIS Coordinator
One (1) Water Operations Manager
One (1) Warehouse Manager
One (1) Chief Water Operator
Three (3) Foremen
Five (5) Equipment Operators
Seven (7) Maintenance Workers
Two (2) Water Treatment Operators
One (1) Chief Wastewater Operator
Three (3) Wastewater Operators
One (1) Wastewater Maintenance Technician

Water/Wastewater Division Equipment

Five (5) Ford F-150's	One (1) TV Truck, Ford F-350
Three (3) Ford F-250's	Two (2) Freightliner Jet Trucks
Four (4) Ford F-350's	One (1) Sterling Jet Truck
One (1) Ford F-450 Dump Truck	One (1) Novistar Dump Truck
Four (4) GMC Sierras	One (1) Bobcat Front-End Loader
Two (2) Chevy 3500 Trucks	Two (2) Bobcat Excavators
One (1) Ford Escape	Three (3) Bobcat Compact Excavator
One (1) Ford Ranger XLT	One (1) Cat Bulldozer

(continued)

STARKVILLE UTILITIES *(continued)*

Water/Wastewater Equipment *(continued)*

One (1) Cat Front-End Loader
One (1) Cat Excavator
One (1) Forklift
Three (3) New Holland Backhoes
Two (2) Ford 1900/4630 Tractors
One (1) Kubota Tractor
One (1) John Deere Lawnmower
Two (2) Goodwin Diesel Pumps
Two (2) Honda Gas Pumps

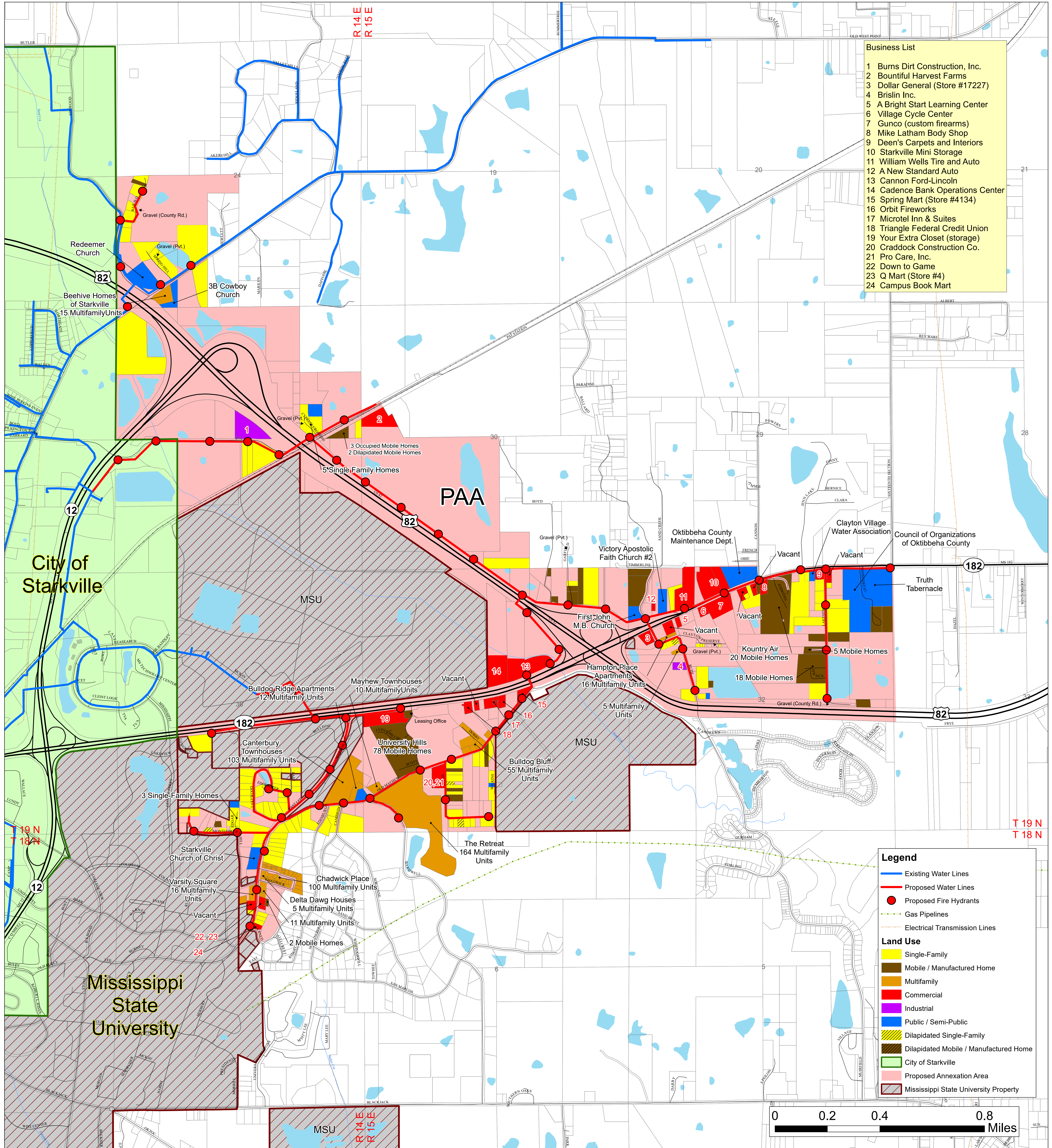
Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment



- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
 - 7 Gunco (custom firearms)
 - 8 Mike Latham Body Shop
 - 9 Deen's Carpets and Interiors
 - 10 Starkville Mini Storage
 - 11 William Wells Tire and Auto
 - 12 A New Standard Auto
 - 13 Cannon Ford-Lincoln
 - 14 Cadence Bank Operations Center
 - 15 Spring Mart (Store #4134)
 - 16 Orbit Fireworks
 - 17 Microtel Inn & Suites
 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

- Legend**
- Existing Water Lines
 - Proposed Water Lines
 - Proposed Fire Hydrants
 - Gas Pipelines
 - Electrical Transmission Lines
- Land Use**
- Single-Family
 - Mobile / Manufactured Home
 - Multifamily
 - Commercial
 - Industrial
 - Public / Semi-Public
 - Dilapidated Single-Family
 - Dilapidated Mobile / Manufactured Home
 - City of Starkville
 - Proposed Annexation Area
 - Mississippi State University Property

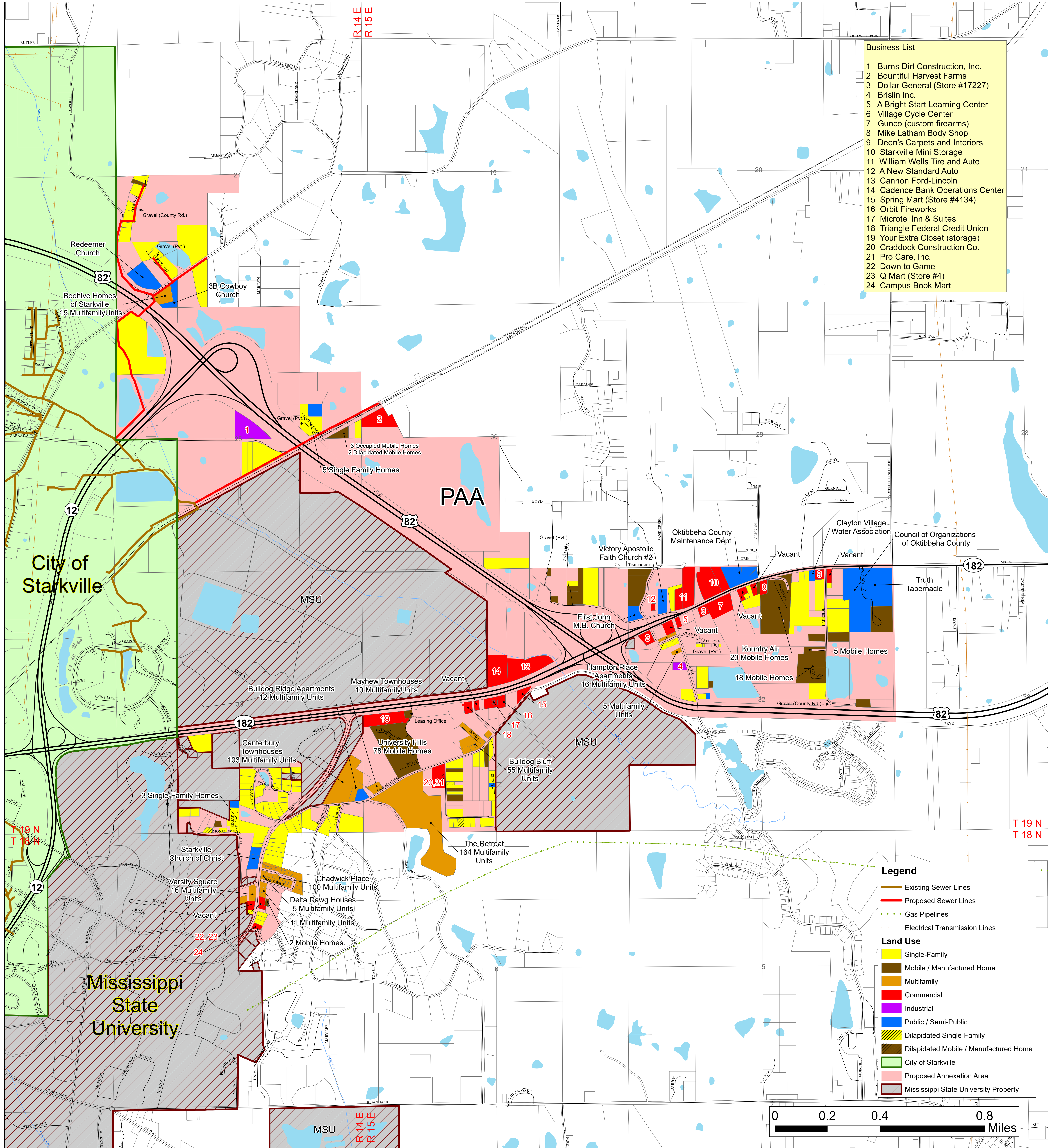
SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Proposed Water Plan Proposed Annexation Area City of Starkville, Mississippi

Source(s):
Mississippi Automated Resource
Information System (MARIS)
US Census Bureau TIGER Line Files
Slaughter & Associates field survey
conducted December 17, 2019
Starkville Utilities

Note: This map is accurate for planning purposes only
Date: March 10, 2020





- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
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 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Proposed Sewer Plan Proposed Annexation Area City of Starkville, Mississippi

Source(s):
Mississippi Automated Resource Information System (MARIS)
US Census Bureau TIGER Line Files
Slaughter & Associates field survey conducted December 17, 2019
Starkville Utilities

Note: This map is accurate for planning purposes only
Date: March 10, 2020

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Annexation Preliminary Utility Estimate

3/11/2020

Preliminary Fire Protection Extension Cost Breakdown				
Description	Quantity	Unit	Unit Price	Extension
10" Water Main	11,700	Lin. Ft.	\$ 52.00	\$ 608,400
8" Water Main	22,600	Lin. Ft.	\$ 38.00	\$ 858,800
6" Water Main	20,100	Lin. Ft.	\$ 30.00	\$ 603,000
Road Bore All Sizes	10	Each	\$ 34,000.00	\$ 340,000
Water Valve	47	Each	\$ 2,500.00	\$ 117,500
Fire Hydrant	66	Each	\$ 3,000.00	\$ 198,000
			Subtotal	\$ 2,725,700
			Contingencies	\$ 272,570
			Engineering	\$ 681,425
			Total Fire Protection Cost	\$ 3,679,695

Preliminary Sewer Extension Cost Breakdown				
Description	Quantity	Unit	Unit Price	Extension
8" Sewer Main	11,996	Lin. Ft.	\$ 65.00	\$ 779,740
Manhole	30	Each	\$ 5,000.00	\$ 150,000
Road Bores	2	Each	\$ 50,000.00	\$ 100,000
			Subtotal	\$ 1,029,740
			Contingencies	\$ 102,974
			Engineering	\$ 257,435
			Total Sewer Cost	\$ 1,390,149

Prepared by: Starkville Utilities

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen do hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: _____

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

AGENDA ITEM: Northstar Industrial Park
AGENDA DATE: 03.17.2020
PAGE: 1

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, finding and determining that the Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue General Obligation Bonds of the Municipality, to issue a General Obligation Bond of the Municipality for sale to the Mississippi Development Bank, or to enter into a loan agreement with the Mississippi Development Bank, in the maximum aggregate principal amount of three million five hundred thousand dollars (\$3,500,000) in one or more federally taxable and/or tax-exempt series to support the continued development of the Northstar Industrial Park located near the intersection of Highway 82 and Highway 389 in the City of Starkville, Mississippi, together with certain economic development projects located or to be located therein, was duly published as required by law; that no written protest or other objection of any kind or character against the issuance of the bonds or the loan described in the Resolution has been filed by qualified electors; authorizing the issuance of the bonds or the loan; and for related purposes.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Boar of Aldermen

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Chris Latimer, (662) 234-4845

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS OR THE LOAN DESCRIBED IN THE RESOLUTION HAS BEEN FILED BY QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR THE LOAN; AND FOR 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:

1. The Municipality is party to a regional economic development alliance with Oktibbeha County (the "County") pursuant to Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the "Regional Economic Development Act"), for the purpose of jointly developing and operating the NorthStar Industrial Park (the "Industrial Park") and economic development projects located therein, which alliance is subject to and governed by the certificate of public convenience and necessity issued by the Mississippi Development Authority for said alliance and the regional economic development alliance agreement among such parties pursuant to the Regional Economic Development Act.

2. Heretofore, on February 18, 2020, the Governing Body adopted a certain resolution entitled "**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT**

OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN; TO RAISE FUNDS TO PAY THE COSTS INCURRED FOR THE FOLLOWING PURPOSES IN CONNECTION WITH THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK AND/OR CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN: (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS OR LAND THEREFOR, AND REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; (B) INSTALLING, ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (D) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (E) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; (I) ANY PURPOSES AUTHORIZED BY THE REGIONAL ECONOMIC DEVELOPMENT ACT, AS MORE SPECIFICALLY SET FORTH BELOW; AND (J) ISSUANCE OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; PROVIDING FOR THE PAYMENT OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Resolution of Intent"), wherein the Governing Body found, determined, and adjudicated that it is necessary to issue general obligation bonds of the Municipality (the "Bonds"), to issue a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") pursuant to 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), or to enter into a loan agreement with the Bank, all in the maximum aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), in one or more federally taxable and/or tax-exempt series, to be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Bonds, the Qualified Obligation, or the Loan, and fixed March 17, 2020, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Bonds, the Qualified Obligation, or the Loan, on or prior to which date and hour any protest to be made against the issuance of the Bonds, the Qualified Obligation, or the Loan was required to be filed.

3. As required by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and as directed by the Resolution of Intent, the Resolution of Intent was 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 having been made not less than twenty-one (21) days prior to March 17, 2020,

{JX413875.2}

and the last publication having been made not more than seven (7) days prior to March 17, 2020, said notice having been published in said newspaper on February 25, 2020, March 3, 2020, and March 10, 2020, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

4. On or prior to the date and hour of March 17, 2020, at 5:30 p.m., no written protest or other objection of any kind or character against the issuance of the Bonds, the Qualified Obligation, or the Loan described in the Resolution of Intent had been filed or presented by qualified electors of the Municipality.

5. The Governing Body is now authorized and empowered by the provisions of the Municipal Improvements Act, the Regional Economic Development Act, and the Bank Act (together, the "Act") to issue the Bonds, the Qualified Obligation, or the Loan without an election on the question of the issuance thereof.

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

SECTION 1. Pursuant to the Act and the Resolution of Intent, the Bonds, the Qualified Obligation, and the Loan are hereby authorized to support the continued development of the Industrial Park of the Municipality located near the intersection of Highway 82 and Highway 389 in the Municipality, together with any economic development projects located or to be located in the Industrial Park, to the extent that any such economic development projects are (a) recommended to the Governing Body by the Golden Triangle Development Link (the "LINK") and (b) eligible for the grant of a fee-in-lieu of ad valorem taxes pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended ("Qualified Projects," and collectively, together with the continued development of the Industrial Park, the "Projects").

SECTION 2. The Bonds and the Qualified Obligation shall be issued and offered for sale or the Loan entered into in accordance with the further orders and directions of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved the motion to adopt the foregoing resolution and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution 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 day, March 17, 2020.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Attachment A

Proof of Publication of Resolution of Intent

Publications on February 25, 2020, March 3, 2020, and March 10, 2020

The State of Mississippi }
OKTIBBEHA COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for _____ weeks consecutively, to wit:

Dated 2/25, 2020
Dated 3/3, 2020
Dated 3/10, 2020
Dated _____, 20____
Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the 10 day of March, A.D., 2020

By: Kimberley G. Jones
Notary Public

STARKVILLE DAILY NEWS

By: Anna Warnock
() Publisher () Clerk

SEAL:



Publication Fee \$ _____
Proof(s) Of Publication \$ _____
Total Charges \$ _____

DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK AND/OR CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN: (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS OR LAND THEREFOR, AND REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; (B) INSTALLING, ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (D) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (E) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; (I) ANY PURPOSES AUTHORIZED BY THE REGIONAL ECONOMIC DEVELOPMENT ACT; AS MORE SPECIFICALLY SET FORTH BELOW; AND (J) ISSUANCE OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; PROVIDING FOR THE PAYMENT OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR 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:

1. It is necessary and in the public interest to support the continued development of the Industrial Park of the Municipality located near the intersection of Highway 82 and Highway 389 in the Municipality and known as the NorthStar Industrial Park (the "Industrial Park"), together with any economic development projects located or to be located in the Industrial Park, to the extent that any such economic development projects are (a) recommended to the Governing Body by the Golden Triangle Development Link (the "LINK") and (b) eligible for the grant of a fee-in-lieu of ad valorem taxes pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended ("Qualified Projects," and collectively, together with the continued development of the Industrial Park, the "Projects").

2. The Municipality is authorized by Section 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue general obligation bonds of the Municipality to provide funds for the purpose of erecting municipal buildings, armories, 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, and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; purchasing or constructing, repairing, improving and equipping buildings for public libraries and for purchasing land, equipment and books therefor; 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, cemeteries 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 (the "Municipal Improvements Authorized Purposes"), solely to support the Projects.

3. The Municipality is party to a regional economic development alliance with Oktibbeha County (the "County") pursuant to Section 57-64-1 et seq., Mississippi Code of 1972, as amended (the "Regional Economic Development Act") for the purpose of jointly developing and operating the Industrial Park and economic development projects located therein, which alliance is subject to and governed by the certificate of public convenience and necessity issued by the Mississippi Development Authority for said alliance and the regional economic development al-

liance may reasonably determine to be necessary for the placing of the project in operation; costs of engineering, surveying, environmental geotechnical, architectural and legal services; costs of plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the project; administrative expenses; and such other expenses as may be necessary or incidental to the financing authorized by the Regional Economic Development Act; and for all other purpose authorized by the Regional Economic Development Act, including, without limitation, the creation of a debt service reserve, a renewal and replacement reserve, bond insurance and credit enhancement, and such other reserves as may be reasonably required by the regional economic development alliance formed by the Municipality and the County pursuant to the Regional Economic Development Act for the operation of its projects and as may be authorized by any bond resolution or trust agreement or indenture pursuant to the provisions of which the issuance of any bonds, notes or other evidence of indebtedness issued pursuant to the Regional Economic Development Act (collectively, the "REDA Authorized Purposes," and together with the Municipal Improvements Authorized Purposes, the "Authorized Purposes").

5. Under the provisions of Section 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, the Regional Economic Development Act and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purposes and the Projects, and to provide for the payment of the costs thereof, or any portion of such costs, by 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").

6. The amount of the Bonds, the Qualified Obligation, or the Loan shall not exceed the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), in one or more federally taxable and/or or tax-exempt series.

7. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Seventy-One Million Five Hundred Twenty-One Thousand Two Hundred Thirty-Three Dollars (\$271,521,233); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Twenty-Seven Million Four Hundred Eighty-Five Thousand Dollars (\$27,485,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Nine Million Eight Hundred Sixty-Four Thousand Twenty-Five Dollars (\$29,864,025); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality; and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

8. It is the intent of the Municipality that the Bonds or the Qualified Obligation issued for the Authorized Purposes and the Projects or the Loan obtained for the Authorized Purposes and the Projects shall be paid, as to principal and interest, solely from proceeds of annual fees-in-lieu of ad valorem taxes received by the Municipality pursuant to one or more fee-in-lieu of ad valorem tax agreements entered into by the Municipality and the County for one or more Qualified Projects pursuant to Sections 27-31-104 and/or -105(2) et seq., Mississippi Code of 1972, as amended, and/or regular ad valorem taxes received by the Municipality for one or more Qualified Projects.

9. It is necessary and in the public interest to issue the Bonds, to issue the Qualified Obligation, or to obtain the Loan from the Bank to provide funds for the Authorized Purposes and the Projects for which there are no other available funds on hand.

10. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes and the Projects for which the Municipality will advance internal funds prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purposes and the Projects made in anticipation of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF

together with the County, enter into one or more fee-in-lieu of ad valorem tax agreements pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended, for one or more Qualified Projects, pursuant to which the aggregate annual fees-in-lieu of ad valorem taxes and regular ad valorem taxes payable to the Municipality in accordance therewith shall be sufficient to pay annually, as to principal and interest, the Bonds, the Qualified Obligation or the Loan, as applicable, until the maturity thereof.

Pursuant to the Acts, the Governing Body of the Municipality does hereby declare its intention to issue and sell the Bonds, to issue and sell the Qualified Obligation to the Bank, or to obtain the Loan from the Bank, in one or more federally taxable and/or tax-exempt series, all in the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) for the Authorized Purposes and the Projects.

Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purposes and the Project prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan from the Bank, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued or obtained at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, March 17, 2020, at 5:30 o'clock p.m.

Pursuant to the Municipal Improvements Act and the Bank 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 issuance of the Qualified Obligation, or obtaining the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining 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 or obtained without an election on the question, 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, issuing or selling the Qualified Obligation, or obtaining the Loan.

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 such date.

The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

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.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved the motion to adopt the foregoing resolution and Alderman Jason Walker seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: Aye
Alderman Ben Carver	voted: Aye
Alderman David Little	voted: Aye
Alderman Roy A' Perkins	voted: Nay
Alderman Sandra C. Sistrunk	voted: Aye
Alderman Henry N. Vaughn, Sr.	voted: Aye
Alderman Jason Walker	voted: Aye

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 day, February 18, 2020.

City of Starkville, Mississippi
Lynn Spruill, Mayor

ATTEST:
Lesa Hardin, City Clerk



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: March 17, 2020

PAGE: Page 1 of 1

SUBJECT:

Discussion and Consideration of authorization to advertise to fill three vacancies: one vacancy in Ward 3 for the Planning and Zoning Commission, one vacancy in the Historic Preservation Commission and one vacancy for the Library Board of Trustees.

SUMMARY:

Commissioner Lee Harris announced his resignation from the Planning and Zoning Commission due to his moving out of Ward 3. The advertisement will be to fill the unexpired term of Ward 3 set to expire on June 30, 2025.

The Chairman of the Historic Preservation Commission, Dr. Michael Fazio, passed away in February after serving on the Commission since its creation in 2010. The advertisement will be to fill the unexpired term set to expire on July 11, 2021.

The Library Board of Trustees has a vacancy for a term appointment to end September 30, 2024.

The application period for all positions will be open for a minimum of eleven days after the publication of the first ad and remain open until positions are filled.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136, Emily Corban @ 525 ext 3138 or Vickie Hampton @ ext 3100

SUGGESTED MOTION:

Move approval to authorize the advertisement to fill the vacancy in Ward 3 for the Planning and Zoning Commission, vacancy in the Historic Preservation Commission and vacancy for the Library Board of Trustees.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: March 17, 2020
PAGE: 1

SUBJECT: Request Approval to Advertise for Leasing Airport Tillable Land Located South and West of the Runway and Taxiway and Inside the Fenced Area for One Year for Farmland at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING:

Cost of Advertising in the Starkville Daily News, from 015-505-610-340

FISCAL NOTE: Approved by Starkville Airport Board on February 24, 2020

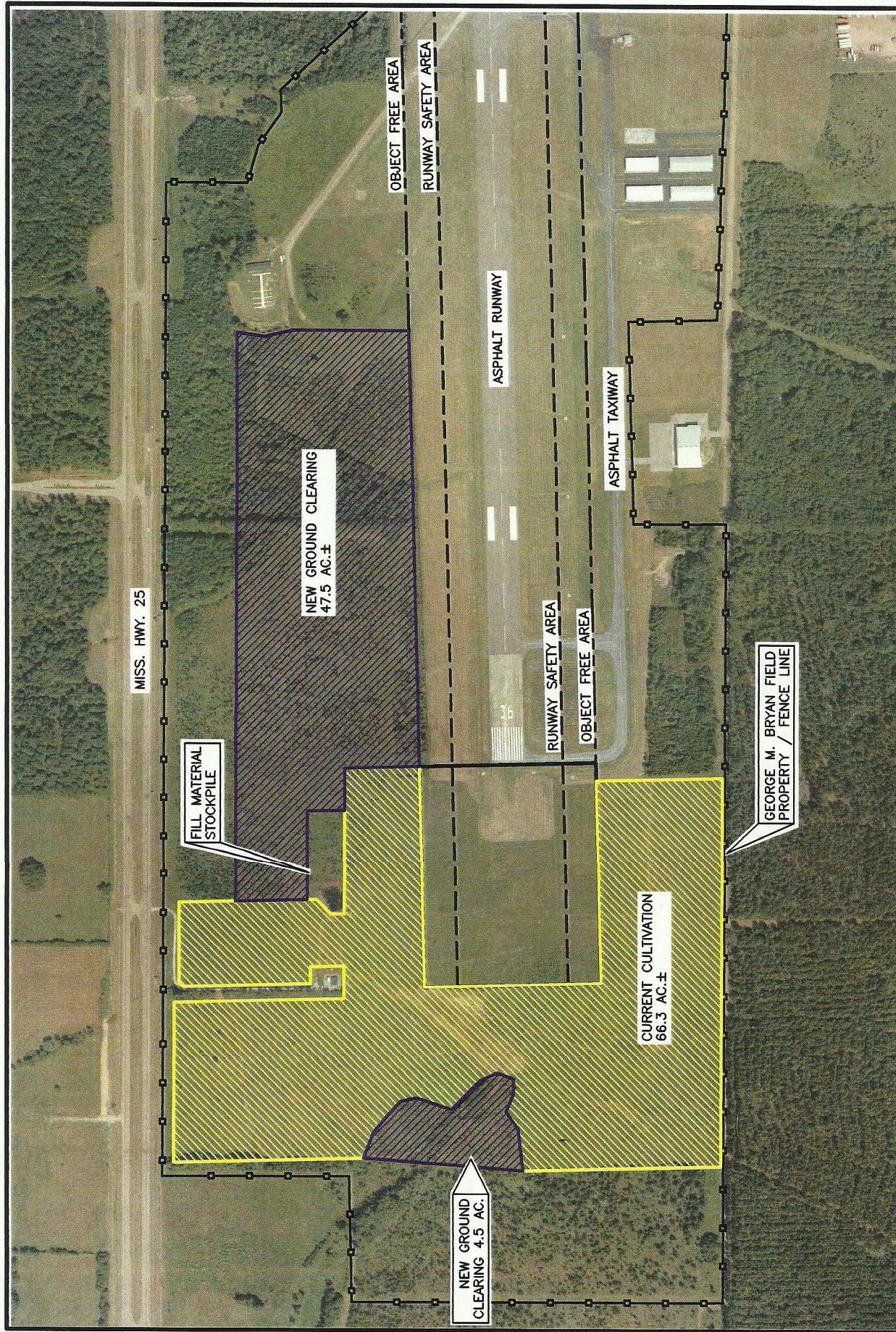
AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve to Advertise for Leasing Airport Tillable Land Located South and West of the Runway and Taxiway and Inside the Fenced Area for One Year for Farmland at George M. Bryan Field



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

SCALE: 1" = 600'±
DATE: FEBRUARY 2017

LAND AVAILABLE FOR
AGRICULTURAL LEASE

FIGURE
1

AGRICULTURE LAND FOR LEASE

The Starkville Airport, George M. Bryan Field, is seeking proposals from farmers interested in leasing, for one year, 66 acres of tillable land and 47.5 acres of newly cleared ground with an option to renew, all located within the fenced in area of the airport in the Starkville City limits, to be used as farm land. The property has gated and locked east and west access. Soy beans are the most desired crop to be planted and harvested. At the termination of the lease, the lessee will be required to return the land to original state by disking back flat.

Proposals should include name, address, phone number, email address, lease price per acre, crop choice to be planted and harvested. Submittals should be received no later than Monday, March 30, 2020 at 12:00 p.m. in the City Clerk's Office located at 110 West Main Street, Starkville, MS 39759. All properly marked envelopes/proposals will be opened publicly at the Regular Monthly Starkville Airport Board Meeting and reviewed. The tabulation of bids submitted and the recommendation of the Airport Board will be considered at the April 7, 2020 Board of Alderman Meeting.

The proposal container must be marked "PROPOSAL FOR LAND LEASE" and is due by Monday, March 30, 2020 at 12:00 p.m. Proposals may be mailed or delivered to the Starkville City Clerk, 110 West Main Street, Starkville, MS 39759. Proposals may also be emailed to a secure email address: bids@cityofstarkville.org.

Questions related to the lease should be addressed to Airport Director, Rodney Lincoln, (662) 418-5900.

The Starkville Airport Board and the City of Starkville are equal opportunity employers and submittals by small business and disadvantaged business enterprises (DBE) are encouraged. The City of Starkville reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

CITY of STARKVILLE, MISSISSIPPI /S/ Lesa Hardin, City Clerk / CFO

Published March 19, 2020 and March 25, 2020



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 17, 2020
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of PP 20-03 a request for Preliminary Plat approval for “Clark Grove Subdivision Phase I”

SUMMARY:

The applicant, Jay Bryan of McCarty Architects on behalf of Stewart Rutledge, is requesting Preliminary Plat approval for subdividing a +/- 16.91-acre parcel into 39 lots (38 lots for houses and 1 lot for common building). The proposed subdivision is named “Clark Grove Subdivision Phase I” and is located in a TN-E zoning district at the northeast corner of the intersection of Reed Road and West Side Drive with the property number 118K-00-035.00. Phase II of this development is currently planned on the north side of Phase I. On March 10, 2020 the Planning and Zoning Commission voted 5-0 to recommend approval of the preliminary plat.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 20-03 a request for Preliminary Plat approval for subdividing 16.91-acre parcel into 39 lots for the “Clark Grove Subdivision Phase I”.



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

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject:	<u>PP 20-03</u> Request for Preliminary Plat approval for "Clark Grove Subdivision Phase I"
Date:	March 10, 2020

The purpose of this report is to provide information regarding the request by Jay Bryan of McCarty Architects on behalf of Stewart Rutledge for Preliminary Plat approval for subdividing a +/-16.91 acre parcel into 39 lots. The proposed subdivision is named "Clark Grove Subdivision Phase I". The proposed subdivision is located in a TN-N zoning district at the northeast corner of the intersection of Reed Road and West Side Drive. Phase II of this development is currently planned on the north side of Phase I. Please see attachments 1-4.

ZONING DISTRICT INFORMATION

Below is information pertaining to Conventional Development- Detached and Attached Duplex Dwelling in a TN-N- Traditional Neighborhood New zoning district:

A. Lot Dimensions	TN-N
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Primary Building Setbacks	TN-N
B1 Front setback	10' min 15' max
B. Primary Building Setbacks (cont.)	TN-N
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	10' min 15' max
B4 Rear setback (min.)	5'
B5 Rear setback adjacent to street or alley (min.)	7' without parking, 18' with parking
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1 Front setback	
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	7' without parking, 18' with parking
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1 From primary street	Behind front wall of primary building
E. Height	TN-N
E1 Principle building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-N
F1 Street-facing primary entrance along street	yes

GENERAL INFORMATION:

- The subdivision has a gross acreage of +/- 16.91 acres with a total of 39 lots. The proposed development has a gross density of 2.3 units per acre.
- The preliminary plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has not identified any adversely affected parties to the subdivision.
- All easements are provided on the Preliminary Plat. All proposed roadway dedications are shown on the plat. The applicant shall contact the County for review and approval of the proposed road name. The Applicant shall meet the requirements of the electrical service, potable water, and sanitary sewer utility services provider.

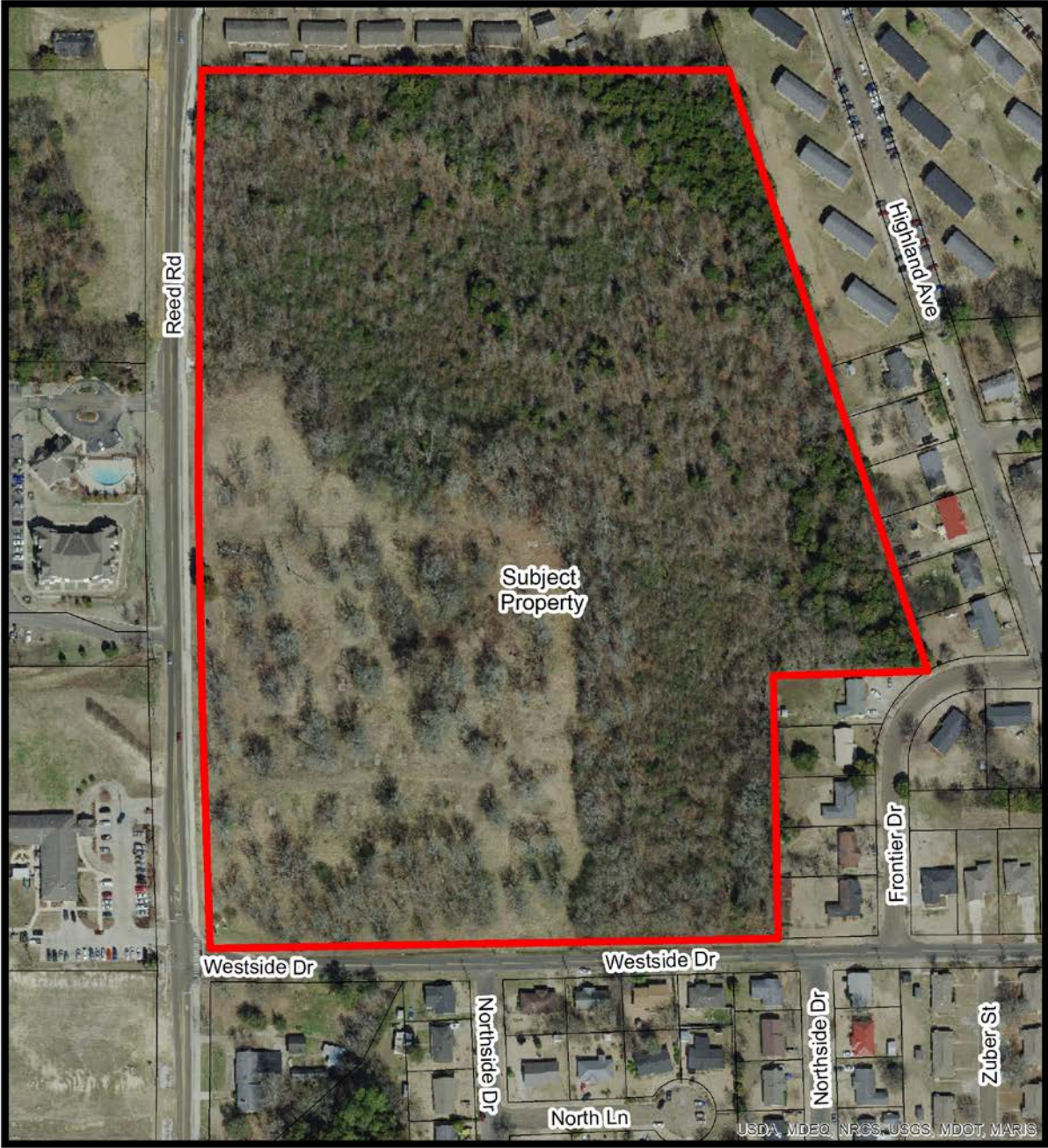
PRELIMINARY PLAT INFORMATION:

- Approval of a preliminary plat shall be tentative, pending the submission of the infrastructure plans and final plat.
- Approval of the preliminary plat shall be effective and binding upon the City for one (1) year. An expired preliminary plat may be reapproved at the discretion of the Board of Aldermen.
- Approval of the preliminary plat by the Board of Aldermen is the subdivider's authorization to proceed with infrastructure plan submittal.
- Infrastructure plan requirements. The subdivider shall submit infrastructure drawings to the Planning Department to be reviewed by the Development Review Committee prior to issuance of any permits. Such plans and information shall be furnished separately from the preliminary plat.
- Before commencing construction, a preconstruction conference shall be held by City Staff, the applicant and the contractor(s) performing the infrastructure installation.
- All necessary arrangements must be made between the subdivider and the city engineer for third party laboratory and construction inspection to assure that the improvements shall comply with the standard specifications and testing requirements of the City.
- Upon the issuing of an approved infrastructure plan by the Development Review Committee and completion of the Preconstruction conference, and installation of initial erosion control measures, the subdivider may apply for permits to proceed with the construction of infrastructure improvements.
- As-builts, testing reports, and other requested documentation necessary for final approval shall be submitted to the engineering and utilities departments twenty (20) days prior to final plat review.
- As-builts shall be prepared by a licensed PE and meet the requirements outlined in the City of Starkville Design Standards and Specifications.
- The applicant shall submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants and that include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney shall be submitted prior to application for Final Plat.

CONDITIONS OF APPROVAL

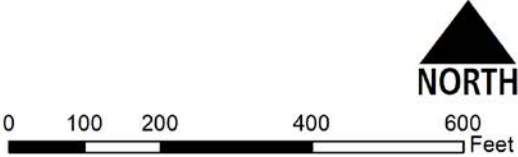
Any condition attached to the approval of a preliminary plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the preliminary plat and shall be enforce on the infrastructure plan and final plat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

Attachment 1
PP 20-03 Aerial

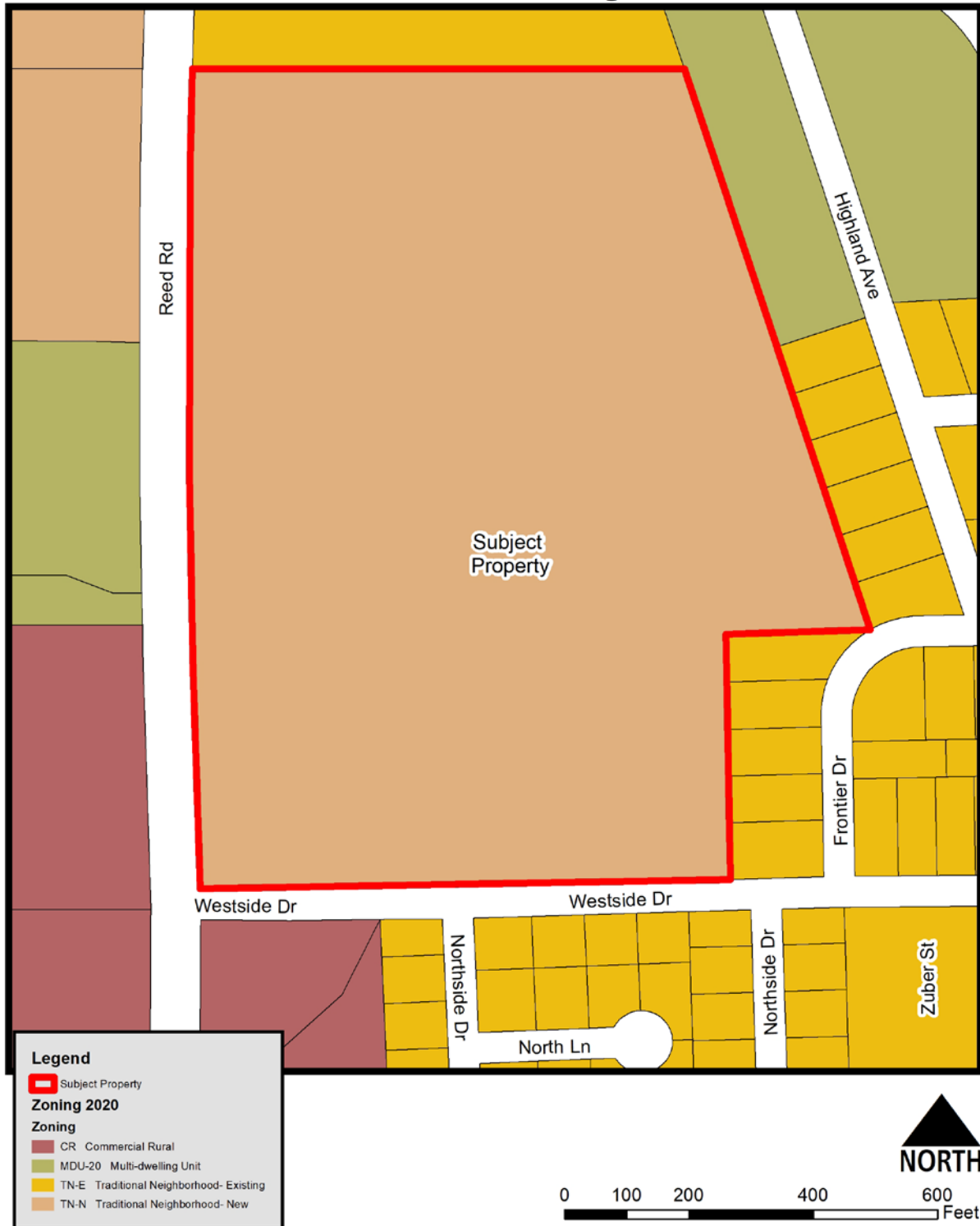


Legend

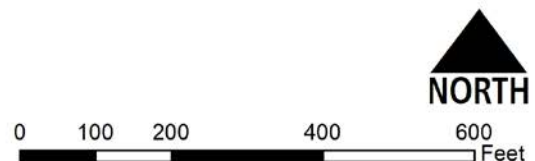
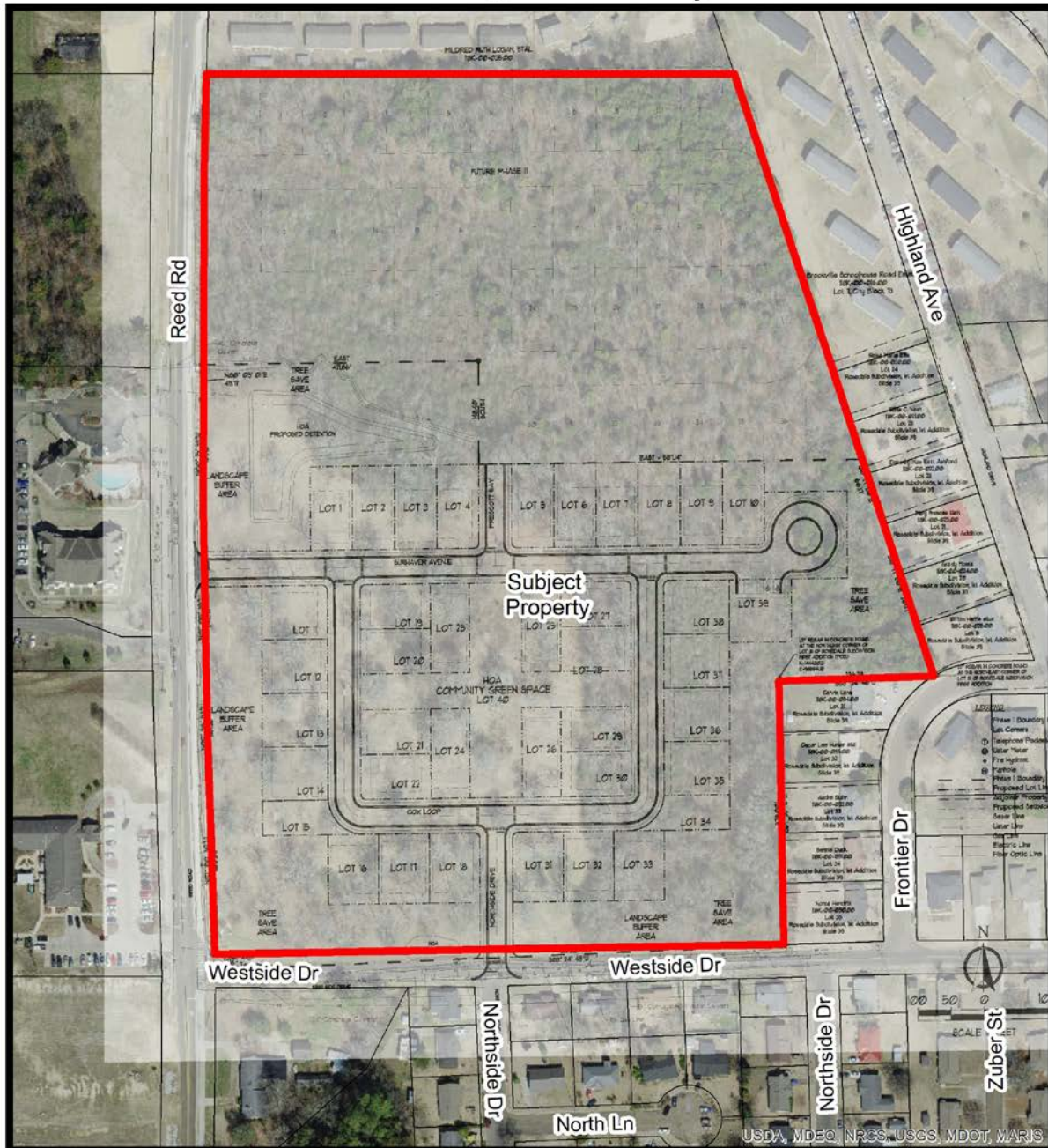
 Subject Property



Attachment 2
PP 20-03 Zoning



Attachment 3 PP 20-03 Plat Overlay



LOCATION
TARKVILLE,
MISSISSIPPI

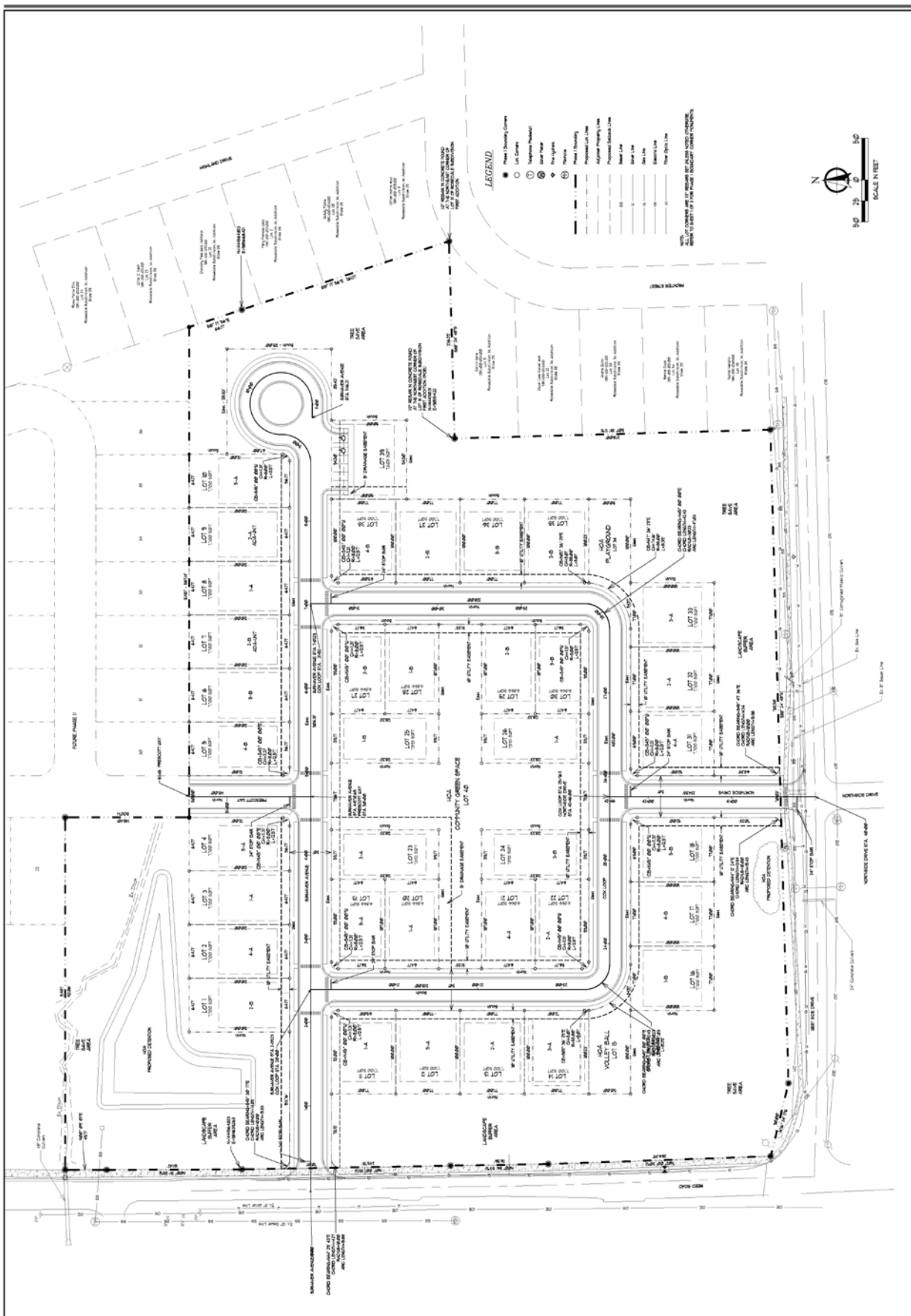
INDEXING
EC. 33, T-19-N, R-14-E

REVISIONS	
NO.	DATE
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VAL BY	EC
DOC BY	AN
ISSUE DATE	02.19.2020

SHEET NO.

P.2



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 17, 2020
PAGE: Page 1 of 6

SUBJECT:

The Phi Beta Sigma Fraternity, Inc is requesting in-kind service for the Blue and White Week Picnic special event on Saturday, April 4, 2020 at the J.L. King Park.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is 706.00 with the funding being indirectly associated with the cost of city services from two departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 456.00
<u>Park and Rec Department</u>	<u>\$ 250.00</u>
TOTAL	\$ 706.00

AUTHORIZATION HISTORY:

The applicant is requesting to hold a street closing event at the J.L. King Park and have City participation with in-kind services on April 4, 2020. The event is expected to have approximately 400 participants. The event will have a setup time of 8:00 am and a takedown time of 4:00 pm. The event will start at 10:00 am and end at 3:00 pm. The requested service is from several departments with a total cost of \$ 706.00.

A copy of the insurance certificate shall be required by March 13, 2020 (20 days prior to event) for City Attorney review and approval.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the Blue and White Week Picnic event with in-kind services to be held on April 4, 2020.

SPECIAL EVENT APPLICATION

City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: events@cityofstarkville.org



APPLICANT'S INFORMATION

Applicant's Name: LaDarius Beason Phone: 901-303-9828
Applicant's Email: lb1790@msstate.edu

EVENT INFORMATION

Event Name: Blue and White Week Picnic Is this a reoccurring event?
☐ Yes ☒ No
Organization's Name: Phi Beta Sigma Fraternity, Inc Organization Type?
☒ Non-Profit ☐ For Profit
Organization's Address: P.O. Box 3303 Mississippi State, MS 39762
On-Site Contact Name: Frank Nichols Mobile Number: 662-418-9259
For non-profit organizations, the 501c3 Certificate is attached: ☐ Yes ☒ No

Event Type: ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☒ Street Closing Event ☐ Sale/Market
(select all that apply) ☐ If Other Please Specify: _____

Estimate the approximate expected attendance at the event:

(Fee is determined by the Application Fee established in the Special Event Policy Section 1.3.1) 400

Event Start Date & Time: (from) 04/4/2020 10:00am (to) 04/4/2020 3:00pm
(date) (time) (date) (time)

Event Setup and Takedown Date & Time: (from) 04/4/2020 8:00am (to) 04/4/2020 4:00pm
(date) (time) (date) (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☐ Yes ☒ No	☐ Yes ☒ No	☒ Trash Collection ☐ Street Sweeper ☐ Personnel ☒ Dumpster	☐ Personnel ☐ Facilities	☐ Electrical Service ☐ Hanging Banner ☐ Waste Disposal into Sanitary Sewer	☐ Placement of Bollards for a street closing

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL (OFFICIAL USE ONLY)

Police Department cost: <u>JAME</u> <u>[Signature]</u> <u>3/5/20</u> (signature) (date)	Sanitation Department cost: <u>No Cost</u> <u>[Signature]</u> <u>3-5-20</u> (signature) (date)	Utility Department cost: <u>N/A</u> <u>[Signature]</u> <u>3/5/20</u> (signature) (date)
Fire Department cost: <u>[Signature]</u> <u>3/5/20</u> (signature) (date)	Park and Rec Department cost: <u>\$250</u> <u>[Signature]</u> <u>3/5/20</u> (signature) (date)	Street Department cost: _____ (signature) (date)

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy.

I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature: LaDarius Beason Date: 2/26/2020

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
AGREEMENT TO INDEMNIFY**

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

LaDarius Beason

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: LaDarius Beason

Title: President

ATTEST:

By: 

Title: Asst. City Planner



ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature LaDarius Beason Date 2/26/2020
LaDarius Beason

Print Name _____

Organization Phi Beta Sigma Fraternity, Inc.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 17, 2020
PAGE: Page 1 of 6

SUBJECT:

The Golden triangle Sarcoidosis Group is requesting in-kind service for the 2020 Sarcoidosis Awareness Walk special event on Saturday, April 18, 2020 on the Lynn Lane multi-use path.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$520 with the funding being indirectly associated with the cost of city services from two departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 420.00
<u>Park and Rec Department</u>	<u>\$ 100.00</u>
TOTAL	\$ 520.00

AUTHORIZATION HISTORY:

The applicant is requesting to hold a walk on the Lynn Lane multi-use path and have City participation with in-kind services on April 18, 2020. The event is expected to have approximately 50 participants. The event will have a setup time of 7:30 am and a takedown time of 11:05 am. The event will start at 8:00 am and end at 11:00 am. The requested service is from several departments with a total cost of \$ 520.00.

A copy of the insurance certificate shall be required by March 27, 2020 (20 days prior to event) for City Attorney review and approval.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2020 Sarcoidosis Awareness Walk event with in-kind services to be held on April 18, 2020 with one condition:

1. Insurance shall be provided to the City no later than March 31, 2020.

SPECIAL EVENT APPLICATION

City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: events@cityofstarkville.org



APPLICANT'S INFORMATION

Applicant's Name: Shelly Clanton Phone: 484.819.0082
Applicant's Email: hclanton@yahoo.com

EVENT INFORMATION

Event Name: Golden Triangles Sarcoidosis Group Is this a reoccurring event? ☒ Yes ☐ No
Organization's Name: 9159 Rockhill Road Organization Type? ☒ Non-Profit ☐ For Profit
Organization's Address: Starkville, MS 39759
For non-profit organizations, the 501c3 Certificate is attached: ☐ Yes ☐ No

Event Type: ☒ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event ☐ Sale/Market
(select all that apply) ☐ If Other Please Specify: _____

Estimate the approximate expected attendance at the event:

(Fee is determined by the Application Fee established in the Special Event Policy Section 1.3.1)

Event Start Date & Time: (from) 4.18.20 8:00 a.m. (to) 4.18.20 11:00 a.m.
(date) (time) (date) (time)

Event Setup and Takedown Date & Time: (from) 4.18.20 9:30 a.m. (to) 4.18.20 11:05 a.m.
(date) (time) (date) (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☒ Yes ☐ No	☐ Yes ☒ No	☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpster	☐ Personnel ☒ Facilities	☐ Electrical Service ☐ Hanging Banner ☐ Waste Disposal into Sanitary Sewer	☐ Placement of Bollards for a street closing

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL (OFFICIAL USE ONLY)

Police Department cost: <u>SAME</u> <u>Pro</u> <u>\$420</u> (signature) (date) <u>3/5/20</u>	Sanitation Department cost: _____ (signature) (date)	Utility Department cost: <u>N/A</u> <u>Shelly</u> <u>3/5/20</u> (signature) (date)
Fire Department cost: _____ <u>M. McC</u> <u>3/5/2020</u> (signature) (date)	Park and Rec Department cost: <u>\$100</u> <u>Ho Log</u> <u>3/5/2020</u> (signature) (date)	Street Department cost: _____ (signature) (date)

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature: Shelly Clanton Date: 2.26.2020

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

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The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: Shelly Clinton

Title: _____

ATTEST:

By: Angela Rungo

Title: _____

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Shelly Clanton (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature Shelly Clanton Date 2.26.2020
Print Name Shelly Clanton
Organization Golden Triangle Sarcoidosis Group



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 17, 2020
PAGE: Page 1 of 6

SUBJECT:

The American Cancer Society is requesting in-kind service for Relay for Life of Oktibbeha County special event on Saturday, June 6, 2020 in downtown.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$1,427.50 with the funding being indirectly associated with the cost of city services from three departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 427.50
Sanitation Department	\$ 500.00
<u>Utility Department</u>	<u>\$ 500.00</u>
TOTAL	\$ 1,427.50

AUTHORIZATION HISTORY:

The applicant is requesting to hold a street closing event and have City participation with in-kind services on June 6, 2020. The event is expected to have approximately 1000 participants. The event will have a setup time of 5:00 pm and a takedown time of 10:00 pm. The event will start at 6:00 pm and end at 9:00 pm. The requested service is from several departments with a total cost of \$1,427.50.

A copy of the insurance certificate shall be required by May 15, 2020 (20 days prior to event) for City Attorney review and approval.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the Relay for Life of Oktibbeha County event with in-kind services to be held on June 6, 2020 with one condition:

1. Insurance shall be provided to the City no later than May 15, 2020.

SPECIAL EVENT APPLICATION

City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: events@cityofstarkville.org



APPLICANT'S INFORMATION

Applicant's Name: Jennifer James

Phone: (662) 242-5541

Applicant's Email: jennifer.james@cancer.org

EVENT INFORMATION

Event Name: Relay for Life of Oktibbeha County

Is this a reoccurring event?

☒ Yes ☐ No

Organization's Name: American Cancer Society

Organization Type?

☒ Non-Profit ☐ For Profit

Organization's Address: 1380 Livingston Lane, Jackson, MS 39213

On-Site Contact Name: Jennifer James

Mobile Number: (662) 242-5541

For non-profit organizations, the 501c3 Certificate is attached: ☐ Yes ☐ No

Event Type: ☒ Walk/Run ☐ Procession ☒ Concert ☒ Awareness/Rally ☒ Street Closing Event ☒ Sale/Market
(select all that apply) ☐ If Other Please Specify: _____

Estimate the approximate expected attendance at the event:

(Fee is determined by the Application Fee established in the Special Event Policy Section 1.3.1) 1,000

Event Start Date & Time: (from) 06/06/20 6pm (to) 06/06/20 9 pm
(date) (time) (date) (time)

Event Setup and Takedown Date & Time: (from) 06/06/20 5pm (to) 06/06/20 10pm
(date) (time) (date) (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☒ Yes ☐ No	☐ Yes ☒ No	☒ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpster	☐ Personnel ☐ Facilities	☒ Electrical Service ☒ Hanging Banner ☐ Waste Disposal into Sanitary Sewer	☒ Placement of Bollards for a street closing

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL (OFFICIAL USE ONLY)

Police Department cost: \$427.50 (signature) 3/5/20 (date)	Sanitation Department cost: \$500 (signature) 3-5-20 (date)	Utility Department cost: \$500 (signature) 3/5/20 (date)
Fire Department cost: (signature) 3/5/20 (date)	Park and Rec Department cost: 0 (signature) 3/5/20 (date)	Street Department cost: (signature) (date)

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy.

I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature:

Date:

2-27-2020

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
AGREEMENT TO INDEMNIFY**

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

American Cancer Society

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

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The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

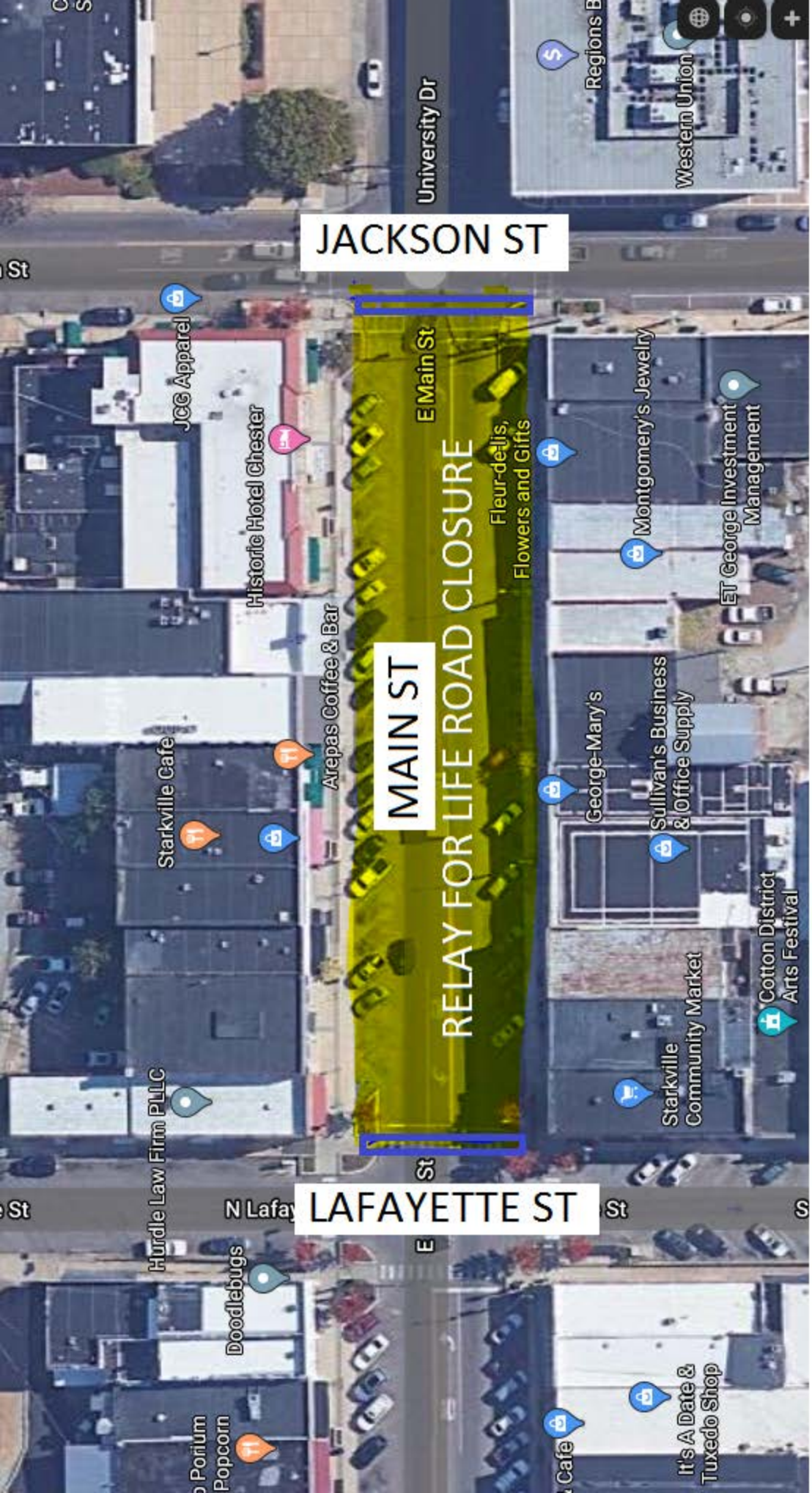
By: Jennifer James

Title: Community Development

ATTEST:

By: [Signature]

Title: CITY PLANNER



St

Hurdle Law Firm PLLC

Porium
Popcorn

Doodlebugs

Starkville Cafe

Historic Hotel Chester

JCG Apparel

Arepas Coffee & Bar

MAIN ST

E Main St

RELAY FOR LIFE ROAD CLOSURE

Fleur-de-lis,
Flowers and Gifts

St

N Lafayette St

LAFAYETTE ST

E

University Dr

Cafe

It's A Date &
Tuxedo Shop

Starkville
Community Market

Cotton District
Arts Festival

Sullivan's Business
& Office Supply

George-Mary's

ET George Investment
Management

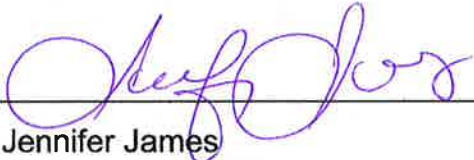
Montgomery's Jewelry

Regions Bank

Western Union

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature  Date 2-27-2020
Print Name Jennifer James
Organization American Cancer Society



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.17.2020
PAGE: 1

SUBJECT: Consideration of authorizing the advertisement for proposals for the 2020 Herbicide Spraying services.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The City has been regularly spraying canals, ditches, and creeks with herbicide to prevent and remove unwanted species of trees and shrubs while leaving the channels lined with natural, beneficial vegetation. Ultimately, this work will help reduce long term maintenance on ditch cleaning as well as provide more efficient flow for storm drainage.

Attached is a RFP along with a map showing the areas that have been historically sprayed in the past. The proposal is to spray these channels twice: once in the early summer and again in the early fall.

It has an option to renew the proposal for 3 additional years.

Proposals will be brought to the board for consideration at the 4/21 meeting.

SUGGESTED MOTION: Move for approval of authorizing the advertisement for proposals for the 2020 Herbicide Spraying services.

March 3, 2020

The City of Starkville, Mississippi is accepting quotes for the application of herbicide to unimproved and rock line ditches within the city limits of Starkville. The project will consist of approximately 12 miles of natural/ unimproved/ erosion matting ditches and 0.3 miles of rock and rock lined ditches.

SCOPE OF PROJECT

Application of herbicides to the selected drainage canals and storm drains inside the Starkville city limits as mapped. A map of the proposed areas is attached to this packet for additional information.

The work required under this quote consists of the application of herbicide to the vegetation growing in certain drainage channels. Channels to receive treatment are indicated in attached plan.

Prospective contractors are urged to make a complete inspection of all areas to receive herbicide treatment and failure to do so will not relieve him/her of any or all liability. The City of Starkville representatives can be made available to conduct a joint inspection if needed with advanced notice.

Areas of channels to receive treatment are further defined as the bottom, side, and banks to the limits of the right-of-way. In the absence of a defined right-of-way, the top edge of the channel embankment will prevail. This includes concrete bottom ditches in which treatment will extend beyond the concrete to the top of the slope. In regard to privately owned walls, fences, maintained hedges, or other appurtenances that border channels, the treatment will extend only to these appurtenances.

If additional areas are to be added to the original scope and both parties agree, the City will provide additional compensation in a pro-rated manner based on the submitted proposal price upon satisfactory completion of the work. City shall inform the contractor prior to mobilization of additional areas to complete, if needed.

INSPECTION OF WORK

No later than (30) days after completion of each application a joint inspection by representatives of the contractor and the City of Starkville will be made to decide the effectiveness of the herbicide treatment. Any work deemed unsatisfactory by the City's representative shall be retreated at no additional cost to the City. Vendor is to supply all materials for treatment.

SCHEDULE OF WORK- 2020

The first treatment of this 2020 proposal is scheduled to be implemented in late spring/ early summer.

2020 SCHEDULE

All areas defined in Scope of Project will receive at least two (2) herbicide spray treatments during 2020 as follows:

First Treatment-	Must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) days from the date of Notice of Proceed.
Second Treatment -	Approximately twelve (12) weeks after the first treatment or as directed by the City, must begin within ten (10) days of Notice to Proceed. The second complete treatment must be completed within thirty (30) days from the date of Notice to Proceed.
Follow-up Treatment-	As required by the City within thirty (30) calendar days following completion of first and second treatments.

The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the City of Starkville to review. The schedule must be submitted prior to the quote being awarded. The City of Starkville reserves the right to accept or alter the schedule.

SCHEDULE OF WORK- 2021 AND BEYOND

Should the City choose to accept the proposal for 2020 and renew the contract, the schedule of work for this proposal will be the same as indicated above for 2021 and subsequent years as necessary.

MATERIAL USAGE

The materials are to be supplied by the contractor. Primary means of vegetation control in drainage canals will be foliar application. Foliar applications will be made with only aquatic labeled products and no exceptions to these products or rates will be allowed.

2018 Materials for Vegetation Control

“TRYCERA ” herbicide will be applied at a rate of 2 quarts per acre in combination with “RODEO” at 6 quarts per acre with “INDUCE” at 1 quart per 100 gal . Water usage will be minimum 75 gallons per acre.

Where Johnson grass is prevalent, these infestations will be treated individually with 1.33 oz. per acre “OUTRIDER” in 30 gallons of water per acre with “COHERE” at 1 pint per 100 gallons. “OUTRIDER” may be applied to water’s edge but will not be applied into the water.

Where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's (or approved equal by City representative) “Roundup Custom” will be used at a 50 % solution. Labels of products used must be turned in with quote to assure adherence to bid specifications.

Producing pecans or desirable trees located along or near the top banks of the channel are not to be treated and all efforts will be made to avoid damaging or killing these trees.

2019 and Beyond Materials for Vegetation Control

“TRYCERA ” herbicide will be applied at a rate of 2 quarts per acre in combination with “RODEO” at 6 quarts per acre with “INDUCE” at 1 quart per 100 gal . Water usage will be minimum 75 gallons per acre.

Where Johnson grass is prevalent, these infestations will be treated individually with 1.33 oz. per acre “OUTRIDER” in 30 gallons of water per acre with “COHERE” at 1 pint per 100 gallons. “OUTRIDER” may be applied to water’s edge but will not be applied into the water.

Where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's (or approved equal by City representative) “Roundup Custom” will be used at a 50 % solution. Labels of products used must be turned in with quote to assure adherence to bid specifications.

Producing pecans or desirable trees located along or near the top banks of the channel are not to be treated and all efforts will be made to avoid damaging or killing these trees.

EXPERIENCE AND PROFESSIONAL REQUIREMENTS

The Contractor will comply with all herbicide application requirements as set forth by the Mississippi Department of Agriculture Commerce, Bureau of Plant Industries and provide copies of required licenses and certifications. All herbicides will be applied per manufacturer’s recommendations. All herbicides shall be EPA approved for aquatic and / or terrestrial use.

The Contractor must have at least three prior contracts (completed within the past 24 months) for a commercial and/or governmental entity which is comparable to this proposal.

Contractor should complete the attached reference sheet and attach with the quote.

EQUIPMENT REQUIREMENTS

All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations. A permanent amber caution light will be mounted on top of each piece of equipment that operates from public roads. All equipment shall have a decal or sign with the company name and office phone number.

METHOD OF APPLICATION

Backpack and/or handgun foliar treatment only will be the primary means of herbicide application in drainage channels. Large 4-wheel drive and other spray equipment will be kept out of the ditches to prevent damage to the channel and/or erosion.

CONSTRUCTION REQUIREMENTS

Areas of drainage canals to receive herbicide treatment are further defined as the bottom, side, and banks to the limits of the right-of-way. In absence of a defined right-of-way, the top edge of the drainage embankment will prevail. In the event privately owned walls, fences, ornamental shrubbery or other appurtenances border drainage canals, the treatment will extend only to these appurtenances.

Ditches that exist where no cultivated fields, established lawns, etc. adjoin the canal will receive a Bermuda-release treatment on both topsides up to the limits of the rights-of-way.

Where cultivated fields, established lawns, and landscaped areas adjoin the canal, rights-of-way is limited to the area including the channel of the canal, and along the top bank adjacent to the side slopes. However, in no case will Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.

All work added or deleted will be specified by location and approximate linear feet. Jointly, representatives of the Contractor and the City of Starkville will measure areas added or deleted to determine the actual linear feet. Such measurements will be documented, signed and agreed on by both representatives and will be the basis for determining the final scope of work and contract price. All areas treated will be jointly inspected by the City of Starkville and a representative of the Contractor no later than thirty (30) days following the first and second applications. It will be determined if control of vegetation has been effective.

The contractor will not apply any herbicide when rainfall is forecasted within eight (8) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.

The Contractor will not apply herbicides when winds exceed 7 miles per hour.

The Contractor will be responsible for providing Traffic Control at his/her own expense during this project. This work shall consist of maintaining two-way through and local traffic at all times. The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices; shall provide qualified flagmen where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. The contractor shall be fully responsible for the protection, maintenance, and placement of all signs and route markers.

Bidder(s) must be licensed by the Mississippi Department of Agriculture and Forestry in the right-of-way and aquatic weed control categories. The License Number is to be furnished with the bid proposal along with verification that the bidder's license is active, current and in good standing with the governing board.

GENERAL

All weeds, grass and brush will be eliminated, except Bermuda grass. Any Bermuda grass, that is killed or permanently damaged, will be replanted by the Contractor, by means of seeding and re-growth and will be assured.

Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Starkville. The complaints will then be forwarded to the Contractor. The Contractor will make contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible.

The City of Starkville will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment that delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

Contractor will perform one-hundred percent of the work with personnel and equipment that are under the contractor's direct supervision and control and not that of subcontractors or other parties.

RESPONSIBILITY OF PROPERTY DAMAGE

The Contractor will be responsible for any damage, personal or private property, caused by the use of chemicals, vehicles or other equipment while engaged in this contract. The Contractor will pay for and maintain in force, during the tenure of this contract, the insurance listed below. The Contractor will also be responsible for damage incurred to areas not authorized by the City to be treated.

INSURANCE REQUIREMENTS

The City of Starkville will be provided certified proof that such insurance is, in fact, in force prior to the contract start work date and will continue in force for the length of the contract. Contractor should submit a copy of the insurance coverage along with the completed quote.

COVERAGE

General Liability

Auto Liability

Workers Compensation

LIMITS

\$1,000,000.00 per occurrence;

\$2,000,000.00 aggregate

\$300,000.00 minimum per vehicle

As required by State Law

PERFORMANCE BOND

Simultaneously with the delivery of the Executed Contract, the Contractor shall furnish a performance bond in the sum of one hundred percent (100%) of the Contract Amount as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety

on such Bonds will be issued by a duly authorized surety company satisfactory to the City of Starkville.

CONTRACT RENEWAL

This contract is for the 2020 growing season. The City of Starkville may at their option renew the contract for three (3) additional years utilizing the total quote amount proposed for the 2020 growing season. Increases in the contract amount are limited to the lesser of the consumer price index or five (5) percent.

Quotes should be submitted on the attached proposal form.

Lump sum prices should be submitted for the following.

2020 schedule:

- Two applications for rock ditches
- Two applications for unimproved/ natural ditches

2021 and beyond schedule:

- Two applications for rock ditches
- Two applications for unimproved/ natural ditches

Work to be completed will be based on available funds.

A final inspection by a City of Starkville representative is required before approval of final invoice.

All quotes must be submitted no later than 9:00 a.m., Friday, April 16, 2020 to:

City of Starkville

Ditch Herbicide Program

Attn. Edward Kemp, City Engineer

110 West Main Street

Starkville, MS 39759

PROPOSAL FORM

To: The City of Starkville, Mississippi

Date: _____

The undersigned proposes to provide herbicide treatment of City maintained drainage channels including any and all work and materials that may be necessary in a proper and workmanlike manner, according to the scope of work and upon the terms and conditions of the specifications contained herein under the direction and to the satisfaction of the City of Starkville at the following price:

Total proposal amount for drainage channel treatment for full growing season of 2020:

\$ _____

*The City of Starkville reserves the right to accept or reject any portion of the above proposals or any quote that is submitted by a contractor that is determined by the City to not be a responsible contractor or whose bid is not responsive.

Name: _____

Signed: _____

Company/ Firm: _____

Title: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

Documents to attach:

1. A copy of the current license for weed control from Mississippi Department of Agriculture (right-of-way and aquatic weed control categories)
2. A copy of the Mississippi State Tax information for the business entity
3. A copy of required insurance (general liability, auto liability, workman's compensation) as indicated in the specifications.
4. Completed reference sheet (see attached)
5. A copy of the City of Starkville privilege license (procured in the City Clerks office)

REFERENCE SHEET (attach to the submitted quote)

Provide three references of current or recently completed projects in similar scope and type of work proposed.

Project Name: _____
Project Location: _____
Project Client: _____
Project Location: _____
Project Contact: _____
Project Contact Phone: _____
Project Scope (Total Miles/ Type of Treatment: _____

Project Name: _____
Project Location: _____
Project Client: _____
Project Location: _____
Project Contact: _____
Project Contact Phone: _____
Project Scope (Total Miles/ Type of Treatment: _____

Project Name: _____
Project Location: _____
Project Client: _____
Project Location: _____
Project Contact: _____
Project Contact Phone: _____
Project Scope (Total Miles/ Type of Treatment: _____

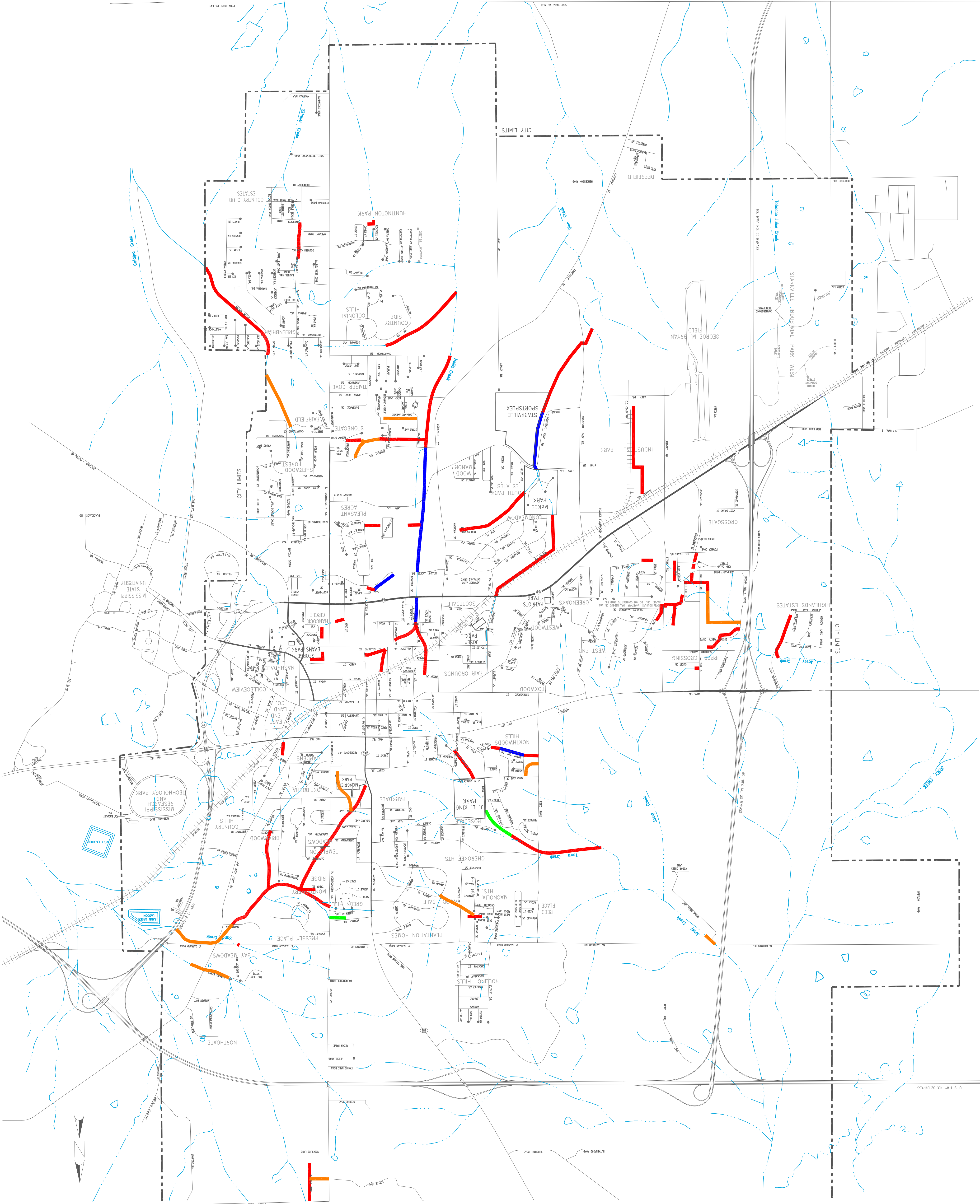
HERBICIDE APPLICATION
DITCHES & DRAINAGE CANALS

STARKVILLE, MS



TYPE	QUANTITIES
ROCK	0.32 MI.
NATURAL/UNIMPROVED	10.57 MI.
EROSION MATTING	1.52 MI.
ADDITIONAL QUANTITIES	2.56 MI.

TYPE	LEGEND
RIP/RAP	
NATURAL/UNIMPROVED	
EROSION MATTING	
REVISION 1 ADDITIONS	





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.17.2020
PAGE: 1

SUBJECT: Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement.

AMOUNT & SOURCE OF FUNDING

Funding to be transferred from 001-301-440-114 due to unfilled positions

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The street department is in need of a vehicle to replace a 26 year old pickup truck. The new vehicle is being proposed to be used by Chris Black, the new Street Dept. operations manager. This vehicle can be purchased off of state contract. A copy of the equipment form is attached.

The vehicle proposed will be a F-250 in order that it can haul equipment on trailers as well as a crew cab to transport employees to job sites.

SUGGESTED MOTION: Move for approval of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Pick-up, 3/4 Ton, Crew Cab, 4 Wheel Drive

VENDOR: Courtesy Motors Inc.

ITEM NO.: 070-48-52365-4

MAKE/MODEL Ford F-250

ENGINE: 6.2L V-8

PRICE INCLUDING TITLE FEE: \$27,150.00

Miles Per Gallon

City	
Hwy	
Combined	

Contract No: 8200048246

Courtesy Motors Inc.

6393 HWY 98 West

Hattiesburg, MS 39402

Richie Bearden

E-mail: rbearden@pinebeltmotors.com

Phone: 1-601-264-5555

Toll Free: 1-800-2440111

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

AGATE BLACK BLUE JEANS ICONIC SILVER MAGNETIC OXFORD WHITE RACE RED STONE GRAY VELOCITY BLUE

IF COLOR IS NOT MARKED IT WILL BE ORDERED WHITE

ITEM	REQ.	
	OPTION CODE	DEALER COST
List optional engines:	CODE	OPTION CODE
6.7 Turbo Diesel	99T	\$9,551
7.3L V-8 GAS	99N	\$1,861
Air Conditioning	INC	
Braking System, Anti-Lock	INC	
Bumper, Rear Step	INC	
Vinyl 40/20/40 Split Bench	INC	
Headliner, Cloth	INC	
Radio, AM/FM, Digital Clock	INC	
Driver & Pass Air Bag	INC	
Pwr Windows/Locks	90L	\$1,024
Trailer Towing Package	INC	
Transmission, Auto 6-speed	INC	
Telescoping Trailer Tow Mirrors	INC	
Cloth 40/20/40 Seat	1S	\$286
All Terrain Tires	TBM	\$228
Box Delete	66D	\$569
Full Size Spare	512	\$269
Cruise	525	\$214
Bed Spray-in bedliner	85S	\$542
Reverse Vehicle Aid Sensor	76R	\$223
Long wheel Base	176WB	\$196

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 03/17/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2019 – 2020 Budget

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending March 11, 2020 is \$2,343,249.34
Of which the claims amount for Starkville Utilities is \$1,692,930.89

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of March 11, 2020 for fiscal years ending 09/30/20, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 03/05/2020 - 03/11/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	30893551	02/29/2020	INDEED.COM/WATER OPERATIONS MGR POSITION LISTING	001-000-053-206	174.20
STARKVILLE DAILY NEWS	INV0031639	03/10/2020	ACCT #000132 ADV. -ARC GRANT AD 02.29.20	001-000-053-206	185.25
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0031642	03/10/2020	AD VALOREM TAXES - FEBRUARY 2020	001-000-200-084	3,449.64
Outstanding Total:					3,809.09
Department 000 - UNDESIGNATED Total:					3,809.09
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-100-604-330	187.99
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-100-604-330	77.34
HOLIDAY INN TRUSTMARK PARK	29840163	03/09/2020	MML INCIDENT COMMAND CLASS HOTEL/CARVER	001-100-610-350	104.00
BEN CARVER	INV0031651	03/11/2020	MML INCIDENT COMMAND CLASS/TRAVEL	001-100-610-350	148.35
Outstanding Total:					517.68
Paid					
DAVID LITTLE	INV0031615	03/06/2020	MML INCIDENT COMMAND CLASS/ MILEAGE	001-100-610-350	211.60
Paid Total:					211.60
Department 100 - BOARD OF ALDERMEN Total:					729.28
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON SOLUTIONS AMERICA	4031909931	02/12/2020	2BH05422	001-110-604-330	3.96
HOWARD INDUSTRIES	20-00885444	02/14/2020	HP COLOR LASERJET PRINTER	001-110-501-200	256.00
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-110-604-330	35.50
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-110-604-330	43.50
STRICKLAND COMPANIES	608495	02/26/2020	10 BOXES FILE FOLDERS WITH FASTENERS	001-110-501-200	284.30
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-110-604-330	77.34
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,197.00
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-376	135.50
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-377	317.50
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-378	468.75
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-382	21,309.25
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-385	1,739.00
MS DEPT OF PUBLIC SAFETY	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,505.00

Expense Approval Report

Post Dates: 03/05/2020 - 03/11/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-387	3,464.71
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-389	110.00
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-393	231.75
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-395	108.00
MS DEPT OF PUBLIC SAFETY	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-396	1,000.00
MS DEPT OF PUBLIC SAFETY	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-397	90.00
STATE TREASURER	02.2020	03/11/2020	FEBRUARY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-398	8,566.75

Outstanding Total: 42,971.93

Department 110 - MUNICIPAL COURT Total: 42,971.93

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-111-604-330	141.27
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Outstanding Total: 141.27

Department 111 - YOUTH COURT Total: 141.27

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	02.20.20	02/20/2020	ANNEXATION	001-120-600-300	18,417.52
CADENCE /ELAN VISA	INV0031614	02/21/2020	KROGER-WATER, SOFT DRINKS FOR MEETINGS	001-120-503-202	24.79
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-120-604-330	43.50
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-120-604-330	88.74
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-120-604-330	77.34
CORNERSTONE	COSMS-0320	03/04/2020	FEBRUARY 2020 CONSULTING SERVICES	001-120-600-300	3,333.33
GOVERNMENT AFFAIRS, INC.					
STEGALL NOTARY SERVICE	INV0031647	03/10/2020	VICKIE HAMPTON NOTARY KIT	001-120-690-555	158.00

Outstanding Total: 22,171.34

Department 120 - MAYORS OFFICE Total: 22,171.34

Department: 123 - IT

Outstanding

CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-123-604-330	191.97
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-123-604-330	88.74
MAXXSOUTH BROADBAND	INV0031624	02/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-123-604-330	77.34
BLUIP, INC.	93248	03/01/2020	MARCH 2020 SERVICES	001-123-604-330	1,509.26
WAUKAWAY DISTRIBUTORS, INC	CLR0320-48	03/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
GOVERNMENT LEASING COMPANY	23104-8	03/03/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00

Outstanding Total: 3,498.43

Department 123 - IT Total: 3,498.43

Expense Approval Report

Post Dates: 03/05/2020 - 03/11/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-145-604-330	47.08
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-145-604-330	43.50
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-145-604-330	44.37
WATERMARK PRINTERS LLC	13165	02/27/2020	PRINTING ON 2000 FOREVER STAMPED ENVELOPES	001-145-501-200	168.00
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-145-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-145-604-330	4.00
SULLIVAN'S OFFICE SUPPLY, INC.	53467	03/03/2020	INDEX CARD STOCK	001-145-501-200	15.21
LEANNE MCGARR	INV0031654	03/11/2020	SPRING 2020 CMC CLASS-PEARL/ TRAVEL	001-145-610-350	50.80
MARY IVY	INV0031655	03/11/2020	SPRING 2020 CMC CLASS/TRAVEL	001-145-610-350	39.00
MARY IVY	INV0031656	03/11/2020	SPRING 2020 CMC CLASS/MEAL REIMB	001-145-610-350	81.96
HOLIDAY INN TRUSTMARK PARK	INV0031659	03/11/2020	SPRING 2020 CMC CLASSES/HOTEL	001-145-610-350	362.00
Outstanding Total:					961.38

Department 145 - OTHER ADMINISTRATIVE Total: 961.38

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1048932	03/03/2020	DONNA LOTT BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1048933	03/03/2020	CARYL PRITCHARD BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1049010	03/04/2020	LASHONDA MALONE BOND	001-159-620-371	175.00

Outstanding Total: 525.00

Department 159 - BONDING-CITY EMPLOYEES Total: 525.00

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	INV0031634	03/06/2010	ACCT #000132 ADV. - SUBSTATION RELAY PANELS	001-169-615-342	208.75
STEPHANIE MALLETTE, ATTORNEY AT LAW	INV0031648	02/28/2020	VS JAMES LEWIS COLLIER	001-169-600-309	200.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	388932	03/03/2020	LITIGATED MATTERS- ANNEXATION	001-169-600-312	7,599.53
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	388932B	03/03/2020	LITIGATED MATTERS	001-169-600-312	280.00
STARKVILLE DAILY NEWS	INV0031633	03/06/2020	ACCT #000132 ADV. SCHOOL BOARD VACANCY - 6 RUNS	001-169-615-342	668.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	388931	03/10/2020	GENERAL MATTERS	001-169-600-302	7,966.30
STARKVILLE DAILY NEWS	INV0031635	03/10/2020	ACCT #000132 ADV. - SUBSTATION BATTERY SYSTEM 8.75	001-169-615-342	208.75

Outstanding Total: 17,131.33

Department 169 - LEGAL Total: 17,131.33

Department: 180 - HUMAN RESOURCES

Outstanding					
CLINIC AT ELM LAKE, THE	26223	02/13/2020	LAVERIOUS WARREN TESTING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	26308	02/13/2020	WILLIAM B SKELTON TESTING	001-180-600-320	30.00
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-180-604-330	51.38

Expense Approval Report

Post Dates: 03/05/2020 - 03/11/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-180-604-330	43.50
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CADENCE /ELAN VISA	30893551	02/29/2020	INDEED.COM/WATER OPERATIONS MGR POSITION LISTING	001-180-610-340	174.20

Outstanding Total: 357.20

Department 180 - HUMAN RESOURCES Total: 357.20

Department: 190 - CITY PLANNER

Outstanding

CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-190-604-330	47.85
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-190-604-330	43.50
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-190-604-330	77.33
STARKVILLE DAILY NEWS	INV0031636	03/10/2020	ACCT #000132 ADV. - FLOOD PLAN REVIEW	001-190-604-330	185.25
STARKVILLE DAILY NEWS	INV0031637	03/10/2020	ACCT #000132 ADV. -201 PINEBROOK	001-190-604-330	55.96
STARKVILLE DAILY NEWS	INV0031638	03/10/2020	ACCT #000132 ADV. -607 OLD WEST POINT ROAD	001-190-604-330	63.88

Outstanding Total: 501.89

Department 190 - CITY PLANNER Total: 501.89

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

BRISLIN, INC	200188	02/27/2020	CITY HALL REPAIRS	001-192-630-403	36.00
PETTY CASH VOUCHERS	03.02.20	03/02/2020	FAMILY DOLLAR- HAND SANITIZER	001-192-510-220	32.64
WALMART -GENERAL CITY	03637	03/02/2020	MICROBAN WIPES, LYSOL WIPES, TRASH CAN	001-192-510-220	41.83
CINTAS	4044205536	03/03/2020	CITY HALL 03.03.20	001-192-510-220	151.83
NORTHEAST EXTERMINATING	12006	03/04/2020	CITY HALL 03.04.20	001-192-600-338	45.00
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-192-625-380	2,578.53

Outstanding Total: 2,885.83

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 2,885.83

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	02.20	03/02/2020	FEBRUARY 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	02.20	03/02/2020	FEBRUARY 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	02.20	03/02/2020	FEBRUARY 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00

Outstanding Total: 3,200.00

Department 196 - CEMETERY ADMINISTRATION Total: 3,200.00

Department: 197 - ENGINEERING

Outstanding

QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-197-604-330	43.50
RIVER SCIENCE, LLC	1179	02/27/2020	RUNOFF AND DETENTION ANALYSIS	001-197-600-308	2,800.00
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	37.90

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0031402C	03/05/2020	REMOVE CHARGE PAID THAT NEVER POSTED TO VISA.	001-197-501-200	-29.00
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-197-525-231	39.33
TRUSTMARK NATIONAL BANK	03.27.20	03/11/2020	#93894/2 TACOMAS	001-197-820-874	426.67
TRUSTMARK NATIONAL BANK	03.27.20	03/11/2020	#93894/2 TACOMAS	001-197-830-873	10.28

Outstanding Total: 3,434.13

Department 197 - ENGINEERING Total: 3,434.13

Department: 201 - POLICE DEPARTMENT

Outstanding

OCH REGIONAL MEDICAL CTR	01.03.20	01/03/2020	DOCTOR BILL FOR LAKORIAN STEWART	001-201-541-240	74.00
OCH REGIONAL MEDICAL CTR	INV0031628	01/03/2020	DOCTOR BILL FOR LAKORAIN STEWART	001-201-541-240	1,135.20
DANNY MCCLUSKEY TOWING	2292	01/06/2020	TOW BLUE COROLLA TO IMPOUND	001-201-600-300	105.00
DANNY MCCLUSKEY TOWING	2293	01/06/2020	TOW CAMARO TO IMPOUND	001-201-600-300	55.00
DANNY MCCLUSKEY TOWING	2376	01/26/2020	TOW MERCEDES C320 TO IMPOUND	001-201-600-300	55.00
A+ AUTO REPAIR	018917	02/05/2020	#7322 REPAIRS/INSTRUMENT CLUSTER, FUEL PUMP, BRAKE	001-201-630-360	1,627.96
STARKVILLE RADIOLOGY PLLC	2298905	02/14/2020	MEDICAL BILL-MICHAEL L. DANIELS	001-201-541-240	32.00
A+ AUTO REPAIR	018975	02/18/2020	2013 FORD TAURUS /REAR TURN SIGNAL BULB	001-201-630-360	38.39
CADENCE /ELAN VISA	85876752C	02/18/2020	HAMPTON INN-AFT NIBIN TRAINING	001-201-690-552	-112.40
ARROWHEAD SCIENTIFIC, INC.	123641	02/19/2020	HOTEL/OVERPAYMENT 2 PLY INTERIOR/EXTERIOR GLOVES	001-201-556-251	242.43
RACHEL RICHARDSON	INV0031629	02/19/2020	REIMB PURCHASE OF BOOTS	001-201-535-233	89.98
WALMART -GENERAL CITY	03782	02/20/2020	BISSELL STEAM CLEANER, FLOOR CLEANER, POWERFRES	001-201-555-208	404.23
R&M TIRES	1125270	02/20/2020	S-55/S23 REPAIR FLAT	001-201-630-360	20.00
R&M TIRES	1125282	02/20/2020	S-13 REPAIR FLAT	001-201-630-360	20.00
WALMART -GENERAL CITY	00560	02/21/2020	SWIFFERS, TOILET TISSUE, SWIFFER WETJET	001-201-555-208	71.72
A+ AUTO REPAIR	018983	02/21/2020	#9602 REPAIRS/ALTERNATOR, SOLENOID, CLEAR CODES	001-201-630-360	576.58
R&M TIRES	1125306	02/21/2020	S-45 OIL AND FILTER CHANGE, TIRE ROTATION	001-201-630-360	72.50
WATERMARK PRINTERS LLC	13159	02/21/2020	BUSINESS CARDS-JOHN PEARSON	001-201-615-343	36.00
GTPDD PHARMACY	23449	02/21/2020	MEDS FOR J. LUCIOUS	001-201-541-240	8.48
DANNY MCCLUSKEY TOWING	2333	02/24/2020	TOW KIA RIO TO IMPOUND	001-201-600-300	55.00
SHEPS CLEANERS-POLICE ACCOUNT	2882	02/24/2020	ADD PATCHES TO SHIRTS/W.SIMON	001-201-535-233	40.00
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-201-604-330	1,877.63
LOWE'S-POLICE	915889	02/25/2020	FIRING RANGE BUILDING REPAIRS/CAULK, PAINT, BLEAC	001-201-630-426	93.27
CHARLIE JONES	INV0031617	02/25/2020	REIMB PURCHASE/CLOTHING ALLOWANCE,	001-201-535-233	87.40
SHANE KELLY	INV0031632	02/25/2020	LOWE'S REIMB-RANGE REPAIR SUPPLIES	001-201-630-426	83.86
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-201-604-330	43.50
OKTIBBEHA COUNTY COOPERATIVE	533830	02/26/2020	SWAT BOOTS-JOSH WILSON	001-201-535-233	99.85
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-201-604-330	133.13
R&M TIRES	1125390	02/27/2020	S-59 OIL AND FILTER CHANGE, FLAT REPAIR, ROTATE BA	001-201-630-360	112.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WATERMARK PRINTERS LLC	13167	02/27/2020	BUSINESS CARDS-BEN OSWAL	001-201-615-343	36.00
MAGNOLIA BOTTLED WATER CO	41708	02/27/2020	12 FIVE GALLON BOTTLES OF WATER	001-201-501-200	90.00
WALMART -GENERAL CITY	01295	02/28/2020	LIQUID SOAP, PAPER TOWELS, TOILET TISSUE, TOWEL HO	001-201-555-208	148.39
R&M TIRES	1125411	02/28/2020	OIL AND FILTER CHANGE, AIR FILTER, 2012 DODGE CHGR	001-201-630-360	85.49
R&M TIRES	1125415	02/28/2020	OIL AND FILTER CHANGE, ALIGNMENT, MOUNT TIRE	001-201-630-360	202.00
COPY COW	19760	02/28/2020	WHITE STANDARD PAPER, PRINTED ON BOTH SIDE	001-201-615-343	68.83
OKTIBBEHA COUNTY COOPERATIVE	534333	02/28/2020	ARIAT BOOTS/CLOTHING ALLOWANCE	001-201-535-233	192.89
MSU FACILITIES MANAGEMENT- RADIO TOWER	INV0031658	02/28/2020	2020 ANNUAL SUPPORT RADIO TOWER - POLICE DEPT	001-201-630-404	5,425.00
TYLER TECHNOLOGIES	130-12662	03/01/2020	NCIC SERVER INTERFACE - 04.01.20-03.31.21	001-201-604-330	3,341.86
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-201-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-604-330	1,402.30
PETTY CASH VOUCHERS	03.02.20 B	03/02/2020	JM LAY (REIMB GAS)	001-201-525-231	50.50
O'REILLY AUTO PARTS	0997-122339	03/02/2020	IGN WIRE SET, GPOWER PLUG, GREASE	001-201-630-360	67.62
R&M TIRES	1125432	03/02/2020	S-25 OIL AND FILTER CHANGE, BULB, BRAKE LABOR	001-201-630-360	173.44
R&M TIRES	1125448	03/02/2020	S-30 OIL AND FILTER CHANGE, BRAKE LINE LABOR	001-201-630-360	117.50
IVY AUTO PARTS, LLC.	634628	03/02/2020	S-25 BRAKE ROTORS, BRAKE PADS	001-201-630-360	155.64
IVY AUTO PARTS, LLC.	634682	03/02/2020	S-60 BRAKE PADS	001-201-630-360	69.44
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-201-525-231	2,063.55
OKTIBBEHA COUNTY SHERIFF'S OFFICE	03.03.20	03/03/2020	FEEDING INMATES FEB. 2020	001-201-541-237	10,950.00
WALMART -GENERAL CITY	07322	03/03/2020	PLASTIC STORAGE BINS	001-201-501-200	43.62
WILL SIMON	03347	03/04/2020	REIMB CLOTHING ALLOWANCE PURCHASE	001-201-535-233	481.31
NORTHEAST EXTERMINATING	12007	03/04/2020	POLICE DEPT. 03.04.20	001-201-630-426	50.00
WILDER FITNESS EQUIPMENT	6573	03/05/2020	CURL BAR, STALL MATS, ROPE ATTCHMNT, 29 MATS	001-201-556-251	2,464.00
BRANDON LOVELADY	INV0031612	03/05/2020	MEAL REIMB FOR RTCC TRAINING/NEW ORLEANS	001-201-690-552	39.61
BRANDON LOVELADY	INV0031613	03/05/2020	REIMB PARKING CHARGE/RTCC-NEW ORLEANS	001-201-690-552	39.00
CHRISTOPHER ENGLISH	INV0031618	03/06/2020	REIMB BOOT PURCHASE-CLOTHING ALLOWANCE	001-201-535-233	99.00
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-201-525-231	1,840.01
STARKVILLE NARCOTICS	INV0031644	03/10/2020	INFORMANT FEES	001-201-600-304	1,600.00
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-201-625-380	2,597.28
WALMART -GENERAL CITY	CM0000481	03/11/2020	OVERPAYMENT/ADJUSTMENT	001-201-555-208	-122.66
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031652	03/11/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	166.93
Outstanding Total:					41,271.42
Paid					
LAW ENFORCEMENT BICYCLE ASSOCIATION (LEBA)	20-02-1009	03/06/2020	2020 LEBA INSTRUCTOR COURSE REG/ANGELICA COLBERT	001-201-690-552	900.00
HAMPTON INN	80543131	03/06/2020	CRISIS NEGOTIATION COURSE/HOTEL/SIMON & MADEEN	001-201-690-552	459.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	81350767	03/06/2020	HILTON HOTEL/TAMPA/COLBERT- BICYCLE INSTRUCTOR SCHO	001-201-690-552	953.79
Paid Total:					2,312.79
Department 201 - POLICE DEPARTMENT Total:					43,584.21

Department: 261 - FIRE DEPARTMENT

Outstanding

MSU FACILITIES	INV0031627	02/28/1990	2020 ANNUAL SUPPORT	001-261-630-404	5,425.00
MANAGEMENT- RADIO TOWE			RADIO TOWER - FIRE DEPT		
SHEPS CLEANERS- FIRE	92161	10/24/2019	UNIFORM CLEANING	001-261-600-430	30.50
ACCOUNT					
SHEPS CLEANERS- FIRE	1423	02/07/2020	UNIFORM CLEANING	001-261-600-430	14.50
ACCOUNT					
PAUL DAVIS RESTORATION, IN	2613	02/12/2020	STATION 4	001-261-558-269	2,045.52
			REPAIRS/RESTORATION		
R&F COMFORT SYSTEMS INC	20170519977	02/13/2020	STATION 3 REPAIRS/REPLACE	001-261-558-269	2,099.49
			LEAKING EVAPORATOR		
QUILL CORPORATION	4787615	02/14/2020	DUSTMOP HANDLE AND REFI	001-261-555-208	164.98
M'PRINTS	36071	02/18/2020	106 SFD TSHIRTS	001-261-535-233	1,848.40
GATEWAY TIRE & SERVICE	1018-120617	02/20/2020	UNIT 1 DODGE, TRUCK	001-261-630-360	119.43
CENTER			ALIGNMENT, TIRE ROTATION		
ARGAIL CARTER	462044	02/20/2020	APPLYING PATCHES AND	001-261-535-233	67.17
			CLEANING UNIFORMS		
TJ CHEMICALS & SUPPLIES	2361	02/21/2020	2 FIVE GALLON PAILS OF	001-261-630-360	172.00
			WASH AND WAX		
LOWE'S-FIRE	909205	02/21/2020	TAPING KNIFE, PUTTY KNIFE,	001-261-555-250	65.82
			BRUSH, ADHESIVE		
MAXXSOUTH BROADBAND	INV0031626	02/21/2020	ACCT #8282 41 101 0005495	001-261-625-380	177.90
			FIRE STATION #2		
STARKVILLE AUTO PARTS	131180	02/24/2020	DEX 111, DRAIN COCK	001-261-630-360	48.97
LOWE'S-FIRE	909082	02/24/2020	STAR DRIVE BIT, SCREWS	001-261-555-250	14.04
ATMOS ENERGY	INV0031649	02/24/2020	# 3017756705 /FIRESTATION	001-261-625-380	647.51
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL	001-261-604-330	231.81
			PHONE BILL-FEBRUARY 2020		
LANN CHEMICAL & SUPPLY	060550	02/25/2020	5 CASES TOILET TISSUE, 8	001-261-555-208	533.50
			CASES PAPER TOWELS		
4 IMPRINTS	19610653	02/25/2020	500 IMPRINTED/CUSTOM PE	001-261-691-550	138.90
SHEPS CLEANERS- FIRE	3147	02/25/2020	UNIFORM CLEANING	001-261-600-430	45.00
ACCOUNT					
SCOTT PETROLEUM DIV. #15	893089	02/25/2020	STATION 5 GAS	001-261-625-380	365.28
REED METALS INC	99811	02/25/2020	STORAGE BUILDING FOR	001-261-918-805	27,951.85
			STATION 5		
ATMOS ENERGY	INV0031650	02/25/2020	# 3018177204 /FIRESTATION	001-261-625-380	577.83
BELL BUILDING SUPPLY, INC.	280154	02/26/2020	11 AIR FILTERS	001-261-555-250	21.89
SULLIVAN'S OFFICE SUPPLY,	53322	02/26/2020	VELLUM PPAER, NOTE CARDS	001-261-501-200	30.71
INC.					
SOUTHERN	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-261-604-330	554.05
TELECOMMUNICATIONS					
SULLIVAN'S OFFICE SUPPLY,	53353	02/27/2020	TRI FOLD BROCHURES	001-261-501-200	23.31
INC.					
LOWE'S-FIRE	909903	02/27/2020	DOWEL RODS	001-261-555-250	5.55
MS STATE DEPT OF HEALTH**	02.28.20	02/28/2020	EMT STATE RECERTIFICATIONS	001-261-600-390	1,280.00
			-32		
LOWE'S-FIRE	911119	02/28/2020	16 FOOT EXT POLE,	001-261-555-250	29.32
			LOCKWASHERS, JAM NUT		
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-261-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS	001-261-690-450	379.00
			EXPENSES BY DEPT		
NORTHEAST EXTERMINATING	11774	03/02/2020	FIRE STATION #4 / 03.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	11775	03/02/2020	FIRE STATION #2 / 03.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	11776	03/02/2020	FIRE STATION #5 / 03.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	11777	03/02/2020	FIRE STATION #3 / 03.02.20	001-261-558-269	22.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NORTHEAST EXTERMINATING	11778	03/02/2020	FIRE STATION #1 / 03.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	11779	03/02/2020	STATION # 2 /TERMINTE CONT. RENEWAL	001-261-558-269	150.00
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-261-525-231	830.26
SULLIVAN'S OFFICE SUPPLY, INC.	53476	03/03/2020	BOX FILE FOLDERS	001-261-501-200	12.30
EAST MISSISSIPPI LUMBER CO	A63757	03/03/2020	BOLT CUTTERS	001-261-630-360	52.24
ESAP -EMERGENCY SERVICE	INV0031619	03/06/2020	2020 ANNUAL CONF.	001-261-600-390	125.00
ADMIN PROFESSIONALS			REG./LASHONDA MALONE		
ATMOS ENERGY	INV0031684	03/06/2020	#3055511080 /FIRESTATION #	001-261-625-380	816.96
HUNTER MCBRIDE	INV0031620	03/09/2020	REIMB MEALS/MSFA TRAININ	001-261-600-390	177.69
JOSH KENNEDY	INV0031621	03/09/2020	REIMB MEALS FOR MSFA	001-261-600-390	146.60
			TRAININGS		
LEVI THOMPSON	INV0031623	03/09/2020	REIMB MEALS FOR MSFA	001-261-600-390	157.80
			TRAINING		
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-261-525-231	430.76
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-261-625-380	745.97
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031652	03/11/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	499.79

Outstanding Total: 49,441.93

Department 261 - FIRE DEPARTMENT Total: 49,441.93

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL	001-281-604-330	102.76
			PHONE BILL-FEBRUARY 2020		
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-	001-281-604-330	43.50
			06.26.20		
MAXXSOUTH BROADBAND	INV0031625	02/28/2020	ACCT #8282 41 101 0508324	001-281-604-330	28.11
			CITY HALL		
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS	001-281-690-450	170.55
			EXPENSES BY DEPT		
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-281-525-231	151.13
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-281-525-231	21.86
TRUSTMARK NATIONAL BANK	03.27.20	03/11/2020	#93894/2 TACOMAS	001-281-820-874	426.68
TRUSTMARK NATIONAL BANK	03.27.20	03/11/2020	#93894/2 TACOMAS	001-281-830-873	10.27
CADENCE /ELAN VISA	ANOP2C8423C6	03/11/2020	ICC MEMBERSHIP DUES	001-281-690-555	230.00
			RENEWAL		

Outstanding Total: 1,262.19

Department 281 - BUILDING/CODES OFFICE Total: 1,262.19

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-290-625-380	27.45
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031652	03/11/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	76.28
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031653	03/11/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	57.74

Outstanding Total: 161.47

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 161.47

Department: 301 - STREET DEPARTMENT

Outstanding

EAST MISSISSIPPI LUMBER CO	D50389	10/01/2019	SAWZALL BLADES, IMPACT	001-301-555-250	78.30
			SET SHOCK, DEEP SOCKET		
EAST MISSISSIPPI LUMBER CO	D50518	10/07/2019	CUTTING TOOL, WIRE NAILS,	001-301-555-250	89.43
			STEEL SHEETS,		
POLLAN & ASSOC. PA	6128	11/21/2019	5 MAROON POLO SHIRTS	001-301-535-233	272.87
			W/LOGO		

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
RONNIE JONES CONSTRUCTION, INC	20191314	12/03/2019	30.72 TONS OF SAND, 22 YARDS CLAY GRAVEL	001-301-560-270	865.52
STARKVILLE AUTO PARTS	129473	12/04/2019	HYD FLUID, O RINGS	001-301-630-360	121.35
STARKVILLE AUTO PARTS	129659	12/12/2019	BATTERY-FARM TRUCK	001-301-630-360	166.99
GATEWAY TIRE & SERVICE CENTER	1018-118402	01/06/2020	TRUCK #704 REPAIR FLAT	001-301-630-360	15.30
STARKVILLE AUTO PARTS	131096	02/20/2020	TIE ROD END, STEERING STABILIZER	001-301-630-360	97.57
COLD MIX, INC	14588	02/21/2020	23.46 UNITS OF COLD MIX	001-301-560-270	2,299.08
STARKVILLE AUTO PARTS	131173	02/24/2020	WIPERS, TOOL SET, PRESSURE HOSE. FUEL PUMP MODULE	001-301-630-360	415.59
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-301-604-330	51.38
STARKVILLE AUTO PARTS	131185	02/25/2020	NO SLIP PULLEY	001-301-630-360	79.95
STARKVILLE AUTO PARTS	131204	02/25/2020	HUB BEARING ASSY	001-301-630-360	189.98
BELL BUILDING SUPPLY, INC.	280219	02/27/2020	RECIP SAW BLADES, SELF DRILL, NUTSETTER, TAPE FLAG	001-301-555-250	162.22
STARKVILLE AUTO PARTS	131290	02/28/2020	RELAY	001-301-630-360	24.99
BASICS, INC. A Trade America Company	23820	02/28/2020	PENS, POST ITS, LEGAL PADS, ACCORDIAN FILE	001-301-555-250	69.60
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	322.15
STARKVILLE AUTO PARTS	131345	03/02/2020	MINI BULBS-10	001-301-630-360	19.90
FASTENAL COMPANY	MSSTA91143	03/02/2020	NUTS, BOLTS, SAFETY GLASSE	001-301-555-250	306.78
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-301-525-231	708.85
STARKVILLE AUTO PARTS	131381	03/03/2020	DP SOCKET	001-301-630-360	9.99
STARKVILLE AUTO PARTS	131382	03/03/2020	COMBO WRENCH	001-301-630-360	24.59
CINTAS	4044205441	03/03/2020	STREET DEPT. 03.03.20	001-301-555-250	39.88
MMC MATERIALS, INC.	639872	03/03/2020	1 CY YARD CONCRETE	001-301-560-270	224.00
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-301-525-231	566.72
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-301-625-380	28,486.15
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
MSU FACILITIES	INV0031657	03/10/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	21.56
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031652	03/11/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	9,109.34

Outstanding Total: 44,954.92

Department 301 - STREET DEPARTMENT Total: 44,954.92

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	001-360-604-330	35.50
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-360-525-231	33.68

Outstanding Total: 146.51

Department 360 - ANIMAL CONTROL Total: 146.51

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

NEWELL PAPER COMPANY	3095556	02/01/2020	TOWELS, TISSUE, CLEANER, LINERS	001-550-501-208	280.77
NEXTSTEP INNOVATION	NSI18105	02/03/2020	2 DELL OPTIPLEX COMPUTERS	001-550-555-250	3,038.00
WALMART -GENERAL CITY	02516.	02/10/2020	SUPPLIES FOR SENIOR CITIZEN ACTIVITIES	001-550-501-220	164.33
RACKLEY OIL INC.	119570	02/12/2020	GAS, DIESEL, ANTIFREEZE	001-550-525-231	57.37
HOWELL'S PEST CONTROL	02.18.20	02/18/2020	GILLESPIE STREET 02.18.20	001-550-630-426	30.00
VERIZON-PARKS	9848622731	02/18/2020	PARKS ACCT#442043719- 00001	001-550-600-330	446.90

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NICK CALLAHAN	213873	02/19/2020	REIMB CDRP TRAINING EXPENSES	001-550-610-350	314.00
WADE INCORPORATED	JD PO 06847118	02/19/2020	JOHN DEER 3025D TRACTOR/STATE CONT. 8200043475	001-550-918-805	14,259.60
WATERMARK PRINTERS LLC	13160	02/21/2020	24 RECEIPT BOOKS-3 PART	001-550-501-200	505.00
WALMART -GENERAL CITY	08076	02/25/2020	SUPPLIES FOR SENIOR CITIZEN ACTIVITIES	001-550-501-220	94.01
FERGUSON ENTERPRISES, INC	59790-1	02/25/2020	BACKFLOW PARTS	001-550-636-110	3,295.34
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	001-550-600-330	43.50
CINTAS-PARKS	4043742721	02/26/2020	WEEKLY MAT CLEANING 02.26.20	001-550-501-208	37.83
PETTY CASH VOUCHERS	02.27.20	02/27/2020	UPS- SHIPPING CHARGES-PARKS	001-550-600-330	12.45
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	001-550-600-330	44.37
NEWELL PAPER COMPANY	3096209	02/27/2020	BROWN TOWELS, TURN TOWELS, FOAM SOAP	001-550-501-208	162.01
OKTIBBEHA COUNTY COOPERATIVE	534067	02/27/2020	SPRAY GUN REPAIRS	001-550-600-370	77.50
RACKLEY OIL INC.	119610	02/28/2020	GAS AND DIESEL	001-550-525-231	47.00
POWERSTROKE EQUIPMENT SALES & SVC	4253	02/28/2020	BATTERY	001-550-600-370	39.99
OKTIBBEHA COUNTY COOPERATIVE	534335	02/28/2020	RUBBER BOOTS, SPRAY GUN	001-550-535-233	79.95
OKTIBBEHA COUNTY COOPERATIVE	534335	02/28/2020	RUBBER BOOTS, SPRAY GUN	001-550-600-370	23.75
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	113.70
WAWKAWAY DISTRIBUTORS, INC	CLR0320-273	03/01/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
ROBERSON FLOOR, INC	10064	03/02/2020	GYM FLOOR REPAIRS	001-550-630-426	1,900.00
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	001-550-525-231	94.25
VERNON PLUMBING CONTRACTORS	22579	03/03/2020	REPAIR WATER LEAK AT MCKE	001-550-630-426	4,672.30
VERNON PLUMBING CONTRACTORS	22581	03/03/2020	BACKFLOW PROJECT AT SOCCER FIELDS	001-550-636-110	1,507.05
K&K INSURANCE GROUP	INV0031622	03/03/2020	YOUTH BASEBALL & SOFTBALL LEAGUE INSURANC	001-550-501-415	1,254.81
SADLER & COMPANY, INC	INV0031631	03/03/2020	YOUTH BASEBALL LEAGUE INSURANCE	001-550-501-415	2,364.05
CINTAS-PARKS	4044456150	03/04/2020	WEEKLY MAT CLEANING 03.04.20	001-550-501-208	37.83
OKTIBBEHA COUNTY COOPERATIVE	535444	03/04/2020	2 PAIR CAMO COVERALLS	001-550-535-233	153.54
OKTIBBEHA COUNTY COOPERATIVE	535619	03/05/2020	BOOTS	001-550-535-233	129.95
EAST MISSISSIPPI LUMBER CO	A63874	03/05/2020	APPLIANCE CORD, VINYL TUBE, PVC ELBOW, ADAPTER	001-550-630-426	16.95
ROBERT HOLMES	INV0031630	03/05/2020	WAX FLOORS IN ACTIVITY ROOM & NEEDMORE CENTER	001-550-630-426	600.00
ATMOS ENERGY	INV0031683	03/06/2020	# 3019958172 /PARKS	001-550-600-340	189.28
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	001-550-525-231	159.00
STARKVILLE DAILY NEWS	INV0031640	03/10/2020	ACCT #0007833 ADV. - RESTROOM PROPOSALS \$	001-550-600-350	432.00
STARKVILLE LP GAS	INV0031643	03/10/2020	SPONSORSHIP REFUND	001-550-949-978	200.00
STARKVILLE UTILITIES	INV0031646	03/10/2020	UTILITY BILLS BY DEPT	001-550-600-340	9,245.55
WALMART -GENERAL CITY	CM0000481	03/11/2020	OVERPAYMENT/ADJUSTMENT	001-550-501-208	-122.65
RICHARD E. HILL	INV0031660	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	380.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LEONARDO THOMPSON	INV0031661	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	340.00
COOPER CLEMENT	INV0031662	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	340.00
GLENDA YOUNG	INV0031663	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	280.00
RICHARD HILL JR.	INV0031664	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	270.00
TIM BUSH	INV0031665	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	240.00
JOHN HENRY SMITH	INV0031666	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	195.00
ZACKARY MURPHY	INV0031667	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	187.00
CALVIN WARE -1099	INV0031668	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	180.00
ANITA JOHNSON	INV0031669	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	160.00
TEVONTAE BOND	INV0031670	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	100.00
TYSON M. TATE	INV0031671	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	80.00
CARRIE ASHFORD	INV0031672	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	80.00
HARMONI ASHLEY	INV0031673	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	80.00
JAZZMYNE HORNE	INV0031674	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	70.00
BAILEY BOND	INV0031675	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	60.00
SHELBY PERILLOUX	INV0031676	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	40.00
LANDON CARPENTER	INV0031677	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	40.00
BRUCE HARRIS -1099	INV0031678	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	40.00
GABRIELLA TURNIPSEED	INV0031679	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	30.00
EMILY TAYLOR	INV0031680	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	20.00
NATALIE JOLLY	INV0031681	03/11/2020	CONTRACT LABOR -TODDLER INSTRUCTOR	001-550-600-320	320.00
BAILEY BOND	INV0031682	03/11/2020	CONTRACT LABOR 02/21/20-03/06/20-YOUTH BASKETBALL	001-550-600-320	45.00

Outstanding Total: 49,598.28

Department 550 - PARKS AND REC DEPARTMENT Total: 49,598.28

Department: 800 - DEBT SERVICE

Outstanding

HANCOCK WHITNEY BANK	02.03.2020	02/03/2020	STARKVILLE 17/GO TAX DEV BOND 2017-INTEREST	001-800-890-840	102,375.00
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Outstanding Total: 102,375.00

Department 800 - DEBT SERVICE Total: 102,375.00

Department: 900 - INTERFUND TRANSACTIONS

Outstanding

OKT COUNTY	256316	01/30/2020	HEADWATERS/GT LINK #256316--GULF STATES	001-900-990-998	2,444.56
OKT COUNTY	1063170	02/14/2020	NEEL SCHAFFER INV#1063170 -- PROJECT QUEEN	001-900-990-998	525.00

Outstanding Total: 2,969.56

Department 900 - INTERFUND TRANSACTIONS Total: 2,969.56

Fund 001 - GENERAL FUND Total: 396,812.17

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
BANCORPSOUTH EQUIPMENT FINANCE	03.25.20	03/05/2020	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-820-874	1,460.78
BANCORPSOUTH EQUIPMENT FINANCE	03.25.20	03/05/2020	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-830-873	94.89
GOVERNMENT LEASING & FINANCE, INC.	408437242	03/09/2020	CONTRACT #077-2458252-001 / FIRE TRUCK	003-560-820-874	27,683.71
GOVERNMENT LEASING & FINANCE, INC.	408437242	03/09/2020	CONTRACT #077-2458252-001 / FIRE TRUCK	003-560-830-873	12,494.55
Outstanding Total:					41,733.93
Department 560 - RESTRICTED FIRE FUND Total:					41,733.93
Fund 003 - RESTRICTED FIRE FUND Total:					41,733.93

Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	015-505-604-330	47.08
WALMART -GENERAL CITY	02447	02/27/2020	WHITE OUT, INVOICE BOOKS, COOKIES, PAPER TOWELS	015-505-541-237	44.06
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	015-505-604-330	153.23
CSPIRE WIRELESS	2035703531	02/28/2020	AP BATTERY,. INTALLATION	015-505-604-330	80.00
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	37.90
TITAN AVIATION FUELS	3271895	03/01/2020	JET A FUEL-7,999	015-505-525-233	17,280.38
TITAN AVIATION FUELS	R3272605	03/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
RACKLEY OIL INC.	526186	03/02/2020	GAS	015-505-525-231	81.06
IVY AUTO PARTS, LLC.	634738	03/03/2020	BATTERY DISC SWITCH/BATTERY CABLE	015-505-570-273	54.48
WALMART -GENERAL CITY	03105	03/04/2020	CUPS, TAPE, INK	015-505-541-237	101.66
Outstanding Total:					18,757.18
Paid					
RODNEY LINCOLN	INV0031616	03/06/2020	AIR SHOW CONFERENCE-REIMB EXP/HOTEL, REG, TRAVEL	015-505-610-350	457.73
Paid Total:					457.73
Department 505 - AIRPORT Total:					19,214.91
Fund 015 - AIRPORT FUND Total:					19,214.91

Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
WASTE MANAGEMENT	0754207-2132-8	02/01/2020	RECYCLING FOR FEBRUARY 2020	022-322-600-431	4,242.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	62134	02/03/2020	SWEEPER REPAIRS	022-322-630-360	2,356.28
H&O TRUCKS & TRAILER REPAIR L.L.C.	62272	02/03/2020	TRUCK #95 LED MARKER LIGH	022-322-630-360	34.57
FASTENAL COMPANY	MSSTA90983	02/21/2020	NUTS AND BOLTS, TRUCK #95	022-322-555-250	16.08
SPORTS SPECIALTY	34700	02/24/2020	6 SHIRTS/WARREN, 6 PANTS/LATHAM	022-322-535-233	345.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	62306	02/24/2020	TRUCK #95 REPAIR TAILGATE WIRING	022-322-630-360	89.19
CSPIRE WIRELESS	02.25.20	02/25/2020	ACCT#0030349386-CELL PHONE BILL-FEBRUARY 2020	022-322-604-330	-11.86
QUADIENT LEASING USA, INC.	N8178448	02/25/2020	LEASE #N19091633 03.27.20-06.26.20	022-322-604-330	43.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-120614	02/26/2020	TRUCK #91 -ONE NEW TIRE	022-322-630-360	319.93
SOUTHERN TELECOMMUNICATIONS	03.17.20	02/27/2020	ACCT #2490 FEB. 2020	022-322-604-330	44.37
GATEWAY TIRE & SERVICE CENTER	1018-120927	02/27/2020	TRUCK #38 ONE NEW TIRE	022-322-630-360	319.93
GATEWAY TIRE & SERVICE CENTER	1018-120942	02/27/2020	TRUCK #93 TWO NEW TIRES	022-322-630-360	629.86
H&O TRUCKS & TRAILER REPAIR L.L.C.	62336	02/27/2020	TRUCK #43 CHECK ENGINE & REPLACE COOLANT TUBES	022-322-630-360	417.02
CSPIRE BUSINESS SOLUTIONS	1511351	03/01/2020	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	2053362	03/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	549.55
SGK LANDSCAPES, LLC	ST24951	03/01/2020	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST24952	03/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
O'REILLY AUTO PARTS	0997-122271	03/02/2020	50 DEF FLUID	022-322-525-231	497.50
GATEWAY TIRE & SERVICE CENTER	1018-121093	03/02/2020	TRUCK #95 ONE NEW TIRE AND MOUNT	022-322-630-360	354.71
NORTHEAST EXTERMINATING	11852	03/02/2020	SANITATION 03.02.20	022-322-600-300	30.00
STARKVILLE AUTO PARTS	131337	03/02/2020	2 BATTERIES, COUPLER	022-322-555-250	146.58
FUELMAN / FLEETCOR	NP57840538	03/02/2020	FUEL REPORT 02/24/20 - 3/01/20	022-322-525-231	2,556.75
GATEWAY TIRE & SERVICE CENTER	1018-121248	03/04/2020	TRUCK #96A REPAIR FLAT	022-322-630-360	15.30
GATEWAY TIRE & SERVICE CENTER	1018-121159	03/05/2020	TRUCK #43 -NEW TIRE AND MOUNT	022-322-630-360	314.93
GTR SOLID WASTE MGMT. AUTH	02.29.20	03/06/2020	FEBRUARY 2020 SOLID WASTE TICKETS	022-322-600-379	31,630.81
FUELMAN / FLEETCOR	NP57880246	03/09/2020	FUEL REPORT 03/02/20 - 3/08/20	022-322-525-231	2,400.57
STARKVILLE DAILY NEWS	INV0031641	03/10/2020	ACCT #000132 ADV. - PRESIDENTS DAY CLOSING	022-322-604-330	97.00

Outstanding Total: 49,889.55

Department 322 - SANITATION DEPARTMENT Total: 49,889.55

Fund 022 - ENVIRONMENTAL SERVICES Total: 49,889.55

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-282143	01/01/2020	MONTHLY COURT MAINT-MARCH 2020	107-112-600-303	175.00
TYLER TECHNOLOGIES	025-285464	02/01/2020	MONTHLY COURT MAINT-FEB. 2020	107-112-600-303	175.00

Outstanding Total: 350.00

Department 112 - COMPUTER ASSESSMENTS Total: 350.00

Fund 107 - COMPUTER ASSESSMENTS Total: 350.00

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	38020	02/05/2020	4 COUNTY ELECT WORK ORDER #38020/ LIGHTING	303-600-600-330	40,231.49
OKT COUNTY SUPERVISORS	1063163	02/14/2020	NEEL SCHAFFER INV#1063163	303-600-600-309	3,902.43

Outstanding Total: 44,133.92

Department 600 - CAPITAL PROJECTS Total: 44,133.92

Fund 303 - INDUSTRIAL PARK BOND Total: 44,133.92

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
LEE'S PRECAST CONCRETE, IN	128318	02/24/2020	SINGLE SS-2 TOPS, ANGLE RINGS, FREIGHT	319-600-948-854	2,085.00
MMC MATERIALS, INC.	638651	02/25/2020	3.50 CY OF CONCRETE	319-600-948-854	472.50
MMC MATERIALS, INC.	638819	02/26/2020	4.50 CY OF CONCRETE	319-600-948-854	630.00
EJ USA, INC	110200012599	02/27/2020	FRAME & HOOD INLETS	319-600-948-854	2,270.47
MMC MATERIALS, INC.	638977	02/27/2020	4.00 CY OF CONCRETE	319-600-948-854	560.00
MMC MATERIALS, INC.	639252	02/28/2020	2.50 CY OF CONCRETE	319-600-948-854	357.50
Outstanding Total:					6,375.47
Department 600 - CAPITAL PROJECTS Total:					6,375.47
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					6,375.47
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
NEEL-SCHAFFER	1063149	02/14/2020	SPORTSPLEX/MCKEE PARK- JANUARY 2020 SVCS	375-551-600-955	1,117.50
DALHOFF THOMAS DESIGN STUDIO	9421	03/06/2020	PROJ 18-367 CORNERSTONE PARK	375-551-600-945	90,691.00
Outstanding Total:					91,808.50
Department 551 - PARK & REC TOURISM Total:					91,808.50
Fund 375 - PARK AND REC TOURISM Total:					91,808.50
Grand Total:					650,318.45

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	396,812.17	2,524.39
003 - RESTRICTED FIRE FUND	41,733.93	0.00
015 - AIRPORT FUND	19,214.91	457.73
022 - ENVIRONMENTAL SERVICES	49,889.55	0.00
107 - COMPUTER ASSESSMENTS	350.00	0.00
303 - INDUSTRIAL PARK BOND	44,133.92	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	6,375.47	0.00
375 - PARK AND REC TOURISM	91,808.50	0.00
Grand Total:	650,318.45	2,982.12

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	359.45	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN	3,449.64	0.00
001-100-604-330	COMMUNICATIONS	265.33	0.00
001-100-610-350	TRAVEL / TRAINING	463.95	211.60
001-110-330-166	TRAUMA TRAFFIC	1,197.00	0.00
001-110-330-376	COURT CONSTITUENTS	135.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILITY	317.50	0.00
001-110-330-378	APPEARANCE BOND FEE	468.75	0.00
001-110-330-382	TRAFFIC VIOLATION	21,309.25	0.00
001-110-330-385	IMPLIED CONSENT	1,739.00	0.00
001-110-330-386	WIRELESS COMM FEE	3,505.00	0.00
001-110-330-387	OTHER MISDEMEANORS	3,464.71	0.00
001-110-330-389	ADULT DRIVER'S TRAINING	110.00	0.00
001-110-330-393	VICTIMS BOND FEE	231.75	0.00
001-110-330-395	DRUG VIOLATION	108.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	1,000.00	0.00
001-110-330-397	DUI OFFENSE (INCL14)	90.00	0.00
001-110-330-398	UNINSURED MOTORIST	8,566.75	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	540.30	0.00
001-110-604-330	POSTAGE / COMMUNICATIONS	188.42	0.00
001-111-604-330	COMMUNICATIONS	141.27	0.00
001-120-503-202	COMMITTEE SUPPORT	24.79	0.00
001-120-600-300	PROFESSIONAL SERVICE	21,750.85	0.00
001-120-604-330	COMMUNICATIONS	237.70	0.00
001-120-690-555	DUES	158.00	0.00
001-123-604-330	COMMUNICATIONS	2,335.43	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-123-918-806	CAMERA LEASE PAYMENT	1,153.00	0.00
001-145-501-200	SUPPLIES	183.21	0.00
001-145-604-330	POSTAGE/COPIER/PHONE	244.41	0.00
001-145-610-350	TRAVEL/TRAINING	533.76	0.00
001-159-620-371	BONDING-CITY EMPLOY	525.00	0.00
001-169-600-302	CITY ATTORNEY GENERAL	7,966.30	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATION	7,879.53	0.00
001-169-615-342	LEGAL ADVERTISING & N	1,085.50	0.00
001-180-600-320	DRUG/BACKGROUND CHECK	60.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONE	123.00	0.00
001-180-610-340	ADVERTISING	174.20	0.00
001-190-604-330	COPIERS/PHONES/IPADS	501.89	0.00
001-192-510-220	SUPPLIES	226.30	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00
001-192-625-380	UTILITIES	2,578.53	0.00
001-192-630-403	REPAIRS TO BUILDING	36.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	-29.00	0.00
001-197-525-231	GAS & OIL	39.33	0.00
001-197-600-308	ENGINEERING SERVICES	2,800.00	0.00
001-197-604-330	COMMUNICATIONS	148.95	0.00
001-197-690-450	GPS EXPENSES	37.90	0.00
001-197-820-874	PRINCIPAL	426.67	0.00
001-197-830-873	INTEREST	10.28	0.00
001-201-501-200	OFFICE SUPPLIES	133.62	0.00
001-201-525-231	GAS & OIL	3,954.06	0.00
001-201-535-233	UNIFORMS	1,090.43	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	1,249.68	0.00
001-201-555-208	JANITORIAL SUPPLIES	501.68	0.00
001-201-556-251	POLICE SUPPLIES	2,706.43	0.00
001-201-600-300	PROFESSIONAL SERVICE	270.00	0.00
001-201-600-304	INFORMANT FEES	1,600.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,953.08	0.00
001-201-615-343	PRINTING & BINDING	140.83	0.00
001-201-625-380	UTILITIES	2,764.21	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	3,339.06	0.00
001-201-630-404	RADIO MAINTENANCE /	5,425.00	0.00
001-201-630-426	BUILDING MAINTENANC	227.13	0.00
001-201-690-552	POLICE TRAINING/EDUC	2,279.00	2,312.79
001-261-501-200	OFFICE SUPPLIES	66.32	0.00
001-261-525-231	GAS & OIL	1,261.02	0.00
001-261-535-233	UNIFORMS	1,915.57	0.00
001-261-555-208	JANITORIAL & PAPER SU	698.48	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	136.62	0.00
001-261-558-269	BUILDING MAINTENANC	4,405.01	0.00
001-261-600-390	FIRE TRAINING	1,887.09	0.00
001-261-600-430	UNIFORM CLEANING	90.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	863.19	0.00
001-261-625-380	UTILITIES	3,831.24	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	392.64	0.00
001-261-630-404	RADIO MAINTENANCE /	5,425.00	0.00
001-261-690-450	GPS EXPENSES	379.00	0.00
001-261-691-550	MISCELLANEOUS	138.90	0.00
001-261-918-805	MACHINERY/ EQUIP/FIR	27,951.85	0.00
001-281-525-231	GAS & OIL	172.99	0.00
001-281-604-330	COPIER/PHONES/IPADS/	251.70	0.00
001-281-690-450	GPS EXPENSES	170.55	0.00
001-281-690-555	DUES	230.00	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	426.68	0.00
001-281-830-873	INTEREST (VEHICLES)	10.27	0.00
001-290-625-380	UTILITIES / CODE RED	161.47	0.00
001-301-525-231	GAS & OIL	1,275.57	0.00
001-301-535-233	UNIFORMS	272.87	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	746.21	0.00
001-301-560-270	CONSTRUCTION MATERI	3,388.60	0.00
001-301-604-330	COMMUNICATIONS	128.71	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	37,654.61	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,166.20	0.00
001-301-690-450	GPS EXPENSES	322.15	0.00
001-360-525-231	GAS & OIL	33.68	0.00
001-360-604-330	COMMUNICATIONS	112.83	0.00
001-550-501-200	OFFICE SUPPLIES	525.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-501-208	JANITORIAL	395.79	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	258.34	0.00
001-550-501-415	SPORTS PROGRAMS	3,618.86	0.00
001-550-525-231	GAS & OIL	357.62	0.00
001-550-535-233	UNIFORMS	363.44	0.00
001-550-555-250	SMALL EQUIP / COMPUT	3,038.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,577.00	0.00
001-550-600-330	PHONES/COPIERS/POST	547.22	0.00
001-550-600-340	UTILITIES	9,434.83	0.00
001-550-600-350	ADVERTISING	432.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	141.24	0.00
001-550-610-350	TRAVEL/TRAINING	314.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	7,219.25	0.00
001-550-636-110	FIELD IMPROVEMENTS/L	4,802.39	0.00
001-550-690-450	GPS EXPENSES	113.70	0.00
001-550-918-805	MACHINERY AND EQUIP	14,259.60	0.00
001-550-949-978	PARK & REC REFUNDS	200.00	0.00
001-800-890-840	IND PARK BOND (7M) IN	102,375.00	0.00
001-900-990-998	CONTINGENCY FUND	2,969.56	0.00
003-560-820-874	PRINCIPAL	29,144.49	0.00
003-560-830-873	INTEREST	12,589.44	0.00
015-505-525-231	GAS & OIL	81.06	0.00
015-505-525-233	JET A FUEL PURCHASES	17,280.38	0.00
015-505-541-237	OPERATING SUPPLIES	145.72	0.00
015-505-570-273	VEHICLE REPAIR PARTS	54.48	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-604-330	CELL PHONE/POSTAGE	357.64	0.00
015-505-610-350	TRAVEL/CONFERENCE	457.73	457.73
015-505-690-450	GPS EXPENSES	37.90	0.00
022-322-525-231	GAS & OIL	5,454.82	0.00
022-322-535-233	UNIFORMS	345.00	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	162.66	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-379	LANDFILL FEES	31,630.81	0.00
022-322-600-431	CONTRACT RECYCLING C	4,242.00	0.00
022-322-604-330	COMMUNICATIONS	250.34	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,851.72	0.00
022-322-691-450	GPS EXPENSES	549.55	0.00
107-112-600-303	DATA PROCESSING	350.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	3,902.43	0.00
303-600-600-330	IND PARK CONSTRUCTIO	40,231.49	0.00
319-600-948-854	DRAINAGE IMPROVEME	6,375.47	0.00
375-551-600-945	CORNERSTONE PROF SE	90,691.00	0.00
375-551-600-955	EXISTING PARKS - PROFE	1,117.50	0.00
Grand Total:		650,318.45	2,982.12

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	643,942.98	2,982.12
19038	6,375.47	0.00
Grand Total:		650,318.45



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

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

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 03/18/20 ACCOUNT 23110				UNPAID INVOICES		RUN DATE 03/10/20		PAGE 1	
INVOICE	DATE	PO NBR DESCRIPTION	TEML INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ		
VENDOR:	611	4-D CONSTRUCTION INC											
RFP15- 3-4-20	03/10/20	0 Pleasant Acres Construction		03/18/20	34720.14	.00	CHK						
			VENDOR TOTAL:		34720.14								
VENDOR:	57	ALLIED UNIVERSAL CORPORATION											
1611858	03/09/20	3753 Chemicals		03/18/20	2839.60	.00	ACH						
			VENDOR TOTAL:		2839.60								
VENDOR:	232	BAGWELL ENTERPRISES LLC											
FEB 2020	03/04/20	0 Meter Reading		03/18/20	6022.60	.00	ACH						
			VENDOR TOTAL:		6022.60								
VENDOR:	202	BELL BUILDING SUPPLY											
280050	03/09/20	3760 Supplies		03/18/20	124.79	.00	ACH						
280619	03/09/20	3760 Supplies		03/18/20	14.97	.00	ACH						
280776	03/09/20	3760 Supplies		03/18/20	25.25	.00	ACH						
			VENDOR TOTAL:		165.01								
VENDOR:	188	BOX CONSTRUCTION LLC											
2/4/20 - 5	03/03/20	0 Manhole, sewer work		03/18/20	6687.00	.00	ACH						
			VENDOR TOTAL:		6687.00								
VENDOR:	1920	CANNON FORD LINCOLN OF STARK											
685	03/10/20	3809 Door Repair		03/18/20	55.60	.00	CHK						
			VENDOR TOTAL:		55.60								
VENDOR:	307	CITY OF STARKVILLE											
FEB 2020-EXP	03/03/20	0 Due to City - Feb 2020		03/18/20	614.76	.00	CHK						
FEB 2020-SALARY	03/03/20	0 Reimb City Salaries		03/18/20	9286.92	.00	CHK						
			VENDOR TOTAL:		9901.68								
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY											
3100316-002	03/09/20	3704 Parts		03/18/20	379.20	.00	CHK						
3100517	03/09/20	3719 Parts		03/18/20	462.50	.00	CHK						

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	INVT	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
					DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
3100606	03/09/20	3719	Parts		03/18/20	3119.00	.00	CHK			
3100614	03/09/20	3773	Pipes		03/18/20	478.00	.00	CHK			
3100676	03/09/20	3789	Pipes		03/18/20	367.95	.00	CHK			

VENDOR TOTAL: 4806.65

VENDOR: 368 CONTROL SYSTEMS, INC

58137	03/09/20	3826 Repairs	03/18/20	2410.02	.00	ACH
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VENDOR TOTAL: 2410.02

VENDOR: 305 DIXIE WHOLESALE WATERWORKS

506581	03/09/20	3785 Parts	03/18/20	3070.45	.00	ACH
506581	03/09/20	3785 Parts	03/18/20	3070.45	.00	ACH

VENDOR TOTAL: 3070.45

VENDOR: 496 EAST MISS LUMBER

20060	03/09/20	3795 Material	03/18/20	292.06	.00	CHK
53785	03/10/20	3735 Supplies	03/18/20	294.29	.00	CHK
62814, 62821, 6279	03/10/20	3795 Material	03/18/20	102.60	.00	CHK
75.03	03/10/20	3795 Material	03/18/20	75.03	.00	CHK

VENDOR TOTAL: 763.98

VENDOR: 494 ELECTRIC MOTOR

124513	03/09/20	3309 New Pump	03/18/20	49427.00	.00	ACH
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VENDOR TOTAL: 49427.00

VENDOR: 604 FASTENAL

03/10/20	3787 Parts	03/18/20	20.74	.00	ACH
03/10/20	3787 Parts	03/18/20	4307.41	.00	ACH

VENDOR TOTAL: 4328.15

VENDOR: 620 G & C SUPPLY CO., INC.

Item	Quantity	Unit Price	Total Price	Tax	Net Price
5767629	03/09/20	3689	Tool Kit	03/18/20	2061.70
					.00
					ACH

VENDOR TOTAL: 2061.70

VENDOR: 691 GATEWAY TIRE&SERVICE CENTER

01018-120758	03/10/20	3786 Vehicle Repair and Maint.	03/18/20	84.57	CHF
01018-120918	03/10/20	3799 Oil Change	03/18/20	45.40	CHF

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE

022920	03/10/20	3800 Landfill
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VENDOR: 822 HARRIS REBAR JACKSON LLC

375327A 03/10/20 3765 Parts

VENDOR: 765 HYDRA SERVICE, INC.

139439	03/10/20	3708	Parts
139627	03/10/20	3811	Parts

VENDOR: 1168 LEE'S PRECAST CONCRETE

127982	03/09/20	3732 Manholes Russell St
128239	03/10/20	3732 Manholes on Russell St
128393	03/10/20	3794 Parts

VENDOR: 1205 LOWE'S

10233	03/10/20	3819	Nozzle and Hoses
10957	03/10/20	3796	Supplies
2960	03/10/20	3796	Supplies

VENDOR: 1322 MMC MATERIALS, INC.

629981	03/10/20	3574 Material
637992	03/09/20	3743 Concrete
638458	03/10/20	3743 Concrete

VENDOR: 1341 MS DEVELOPMENT AUTHORITY

3/01/20	03/03/20	0 CAP Loan Payments

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	PMT	CHECK/
			INVOICE	AMOUNT	DATE ACH SEQ
VENDOR: 1525 OKTIBBEHA COUNTY COOP					
532849	03/10/20	3778 Uniforms	13.00	.00	ACH
534064	03/10/20	3778 Uniform	296.00	.00	ACH
535471	03/10/20	3778 Uniforms	137.90	.00	ACH
535858	03/10/20	3821 Uniform	153.90	.00	ACH
VENDOR TOTAL:			600.80		
VENDOR: 1543 PERMA CORPORATION					
22374	03/10/20	3827 Camera Truck	450.00	.00	CHK
VENDOR TOTAL:			450.00		
VENDOR: 1620 POLLAN PROMOS					
202050	03/10/20	3801 Uniforms	359.18	.00	CHK
202063	03/10/20	3801 Uniforms	327.55	.00	CHK
VENDOR TOTAL:			686.73		
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC					
3798	03/10/20	3798 Repairs	65.47	.00	ACH
4247	03/10/20	3791 Equipment	69.99	.00	ACH
VENDOR TOTAL:			135.46		
VENDOR: 1892 S&N AIROFLO INC					
17820	03/10/20	3824 Rental	2400.00	.00	CHK
VENDOR TOTAL:			2400.00		
VENDOR: 1937 SOUTHERN PIPE & SUPPLY					
3933218	03/10/20	3802 Pipes	444.40	.00	ACH
VENDOR TOTAL:			444.40		
VENDOR: 1905 STARKVILLE AUTO PARTS					
130652,130669,13	03/10/20	3722 Supplies	922.72	.00	CHK
130808	03/10/20	3738 Supplies	50.94	.00	CHK
130822	03/10/20	3742 Supplies	147.75	.00	CHK
131200	03/10/20	3776 Supplies	114.32	.00	CHK
VENDOR TOTAL:			1235.73		

STARKVILLE WATER DEPT PRG. ACTPAYLT		ACCOUNTS PAYABLE LISTING FOR: 03/18/20 ACCOUNT 23110			UNPAID INVOICES		PAGE 5 RUN DATE 03/10/20 12:36 PM			
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY										
53161	03/10/20	3777 Supplies		03/18/20	21.73	.00	ACH			
53469	03/10/20	3815 Supplies		03/18/20	23.46	.00	ACH			
		VENDOR TOTAL:			45.19					
VENDOR: 2000 TALKING WARRIOR WATER ASSOC										
FEB 2020	03/04/20	0 Water Revenues-Feb 2020		03/18/20	3189.13	.00	ACH			
		VENDOR TOTAL:			3189.13					
VENDOR: 2018 TRADE AMERICA										
23822	03/10/20	3769 Misc Supplies		03/18/20	264.12	.00	ACH			
		VENDOR TOTAL:			264.12					
VENDOR: 2104 UPS										
24WIX6080	03/03/20	0 Postage		03/18/20	63.13	.00	CHK			
		VENDOR TOTAL:			63.13					
VENDOR: 2221 VOLKERT, INC.										
01302009	03/09/20	0 Engineering-WWTP Biosolids		03/18/20	19030.00	.00	ACH			
		VENDOR TOTAL:			19030.00					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
320-275	03/10/20	3823 Cooler Rental		03/18/20	10.00	.00	ACH			
57771	03/10/20	3797 Supplies		03/18/20	16.40	.00	ACH			
		VENDOR TOTAL:			26.40					
VENDOR: 2202 WAYPOINT ANALYTICAL										
1050811	03/10/20	3755 Analysis		03/18/20	252.00	.00	ACH			
		VENDOR TOTAL:			252.00					
VENDOR: 2309 WILLIAMS EQUIPMENT & SUPPLY										
5926	03/10/20	3822 Repair		03/18/20	380.25	.00	CHK			
		VENDOR TOTAL:			380.25					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ

GRAND TOTAL: 193826.05

STARKVILLE UTILITIES
PRG. ACTPAYLT

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
UNPAID INVOICES											
VENDOR:	131	ALTEC INDUSTRIES, INC.									
11344441	03/09/20	9144	Truck Repair		03/18/20	903.00	.00	ACH			
11348401	03/10/20	9041	Lineman Tools		03/18/20	340.00	.00	ACH			
				VENDOR TOTAL:		1243.00					
VENDOR:	100	APPA									
342426	03/10/20	9159	Safety Manuals/Material		03/18/20	575.00	.00	CHK			
				VENDOR TOTAL:		575.00					
VENDOR:	110	ARKANSAS ELECTRIC									
3955111	03/09/20	9151	Safety Equipment		03/18/20	3958.68	.00	ACH			
3955303	03/09/20	9146	Parts		03/18/20	2116.25	.00	ACH			
				VENDOR TOTAL:		6074.93					
VENDOR:	125	AT & T									
3600 - 2/22/20	03/03/20	0	Phone bill		03/18/20	387.78	.00	CHK			
				VENDOR TOTAL:		387.78					
VENDOR:	134	ATWELL & GENT, P.A.									
9350	03/03/20	0	Engineering Services		03/18/20	1400.00	.00	ACH			
9351	03/03/20	0	Engineering Services		03/18/20	1380.00	.00	ACH			
9352	03/03/20	0	Engineering Services		03/18/20	15610.00	.00	ACH			
9353	03/03/20	0	Engineering Services		03/18/20	10930.00	.00	ACH			
9354	03/03/20	0	Engineering Services		03/18/20	140.00	.00	ACH			
9355	03/03/20	0	Engineering Services		03/18/20	600.00	.00	ACH			
9356	03/03/20	0	Engineering Services		03/18/20	540.00	.00	ACH			
				VENDOR TOTAL:		30600.00					
VENDOR:	202	BELL BUILDING SUPPLY									
279763	03/09/20	9166	Supplies and Tools		03/18/20	44.98	.00	ACH			
				VENDOR TOTAL:		44.98					
VENDOR:	200	BUILDING TECHNOLOGY SERVICES									
1191	03/04/20	0	Alarm monitoring		03/18/20	264.00	.00	CHK			
				VENDOR TOTAL:		264.00					

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
FEB 2020	03/03/20	0 Phone bill		03/18/20	462.42	.00	CHK			
				VENDOR TOTAL:	462.42					
VENDOR:										
416	03/09/20	9163 Truck Repair		03/18/20	691.84	.00	CHK			
				VENDOR TOTAL:	691.84					
VENDOR:										
101E3115	03/09/20	0		03/18/20	380384.16	.00	CHK			
				VENDOR TOTAL:	380384.16					
VENDOR:										
022820	03/09/20	9118 Stock Material		03/18/20	1177.50	.00	CHK			
				VENDOR TOTAL:	1177.50					
VENDOR:										
038	03/03/20	0 TVA Wholesale Rate Analysis		03/18/20	5075.00	.00	ACH			
				VENDOR TOTAL:	5075.00					
VENDOR:										
FEB 2020-STL	03/03/20	0 Reimb St Louis salary		03/18/20	4313.40	.00	CHK			
				VENDOR TOTAL:	4313.40					
VENDOR:										
FEB 2020-ADMIN	03/03/20	0 Administrative Fees		03/18/20	9768.39	.00	CHK			
MAR 2020-TAX	03/03/20	0 Tax Equivalency		03/18/20	113750.00	.00	CHK			
				VENDOR TOTAL:	123518.39					
VENDOR:										
600015-001	03/09/20	9148 Cylinder Repair Dump Truck		03/18/20	492.85	.00	CHK			
600910	03/09/20	9143 Cylinder Rental		03/18/20	1738.40	.00	CHK			
				VENDOR TOTAL:	2231.25					

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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	PMT	PAID	PAID/VOID	CHECK/
				INVOICE	TAX	AMOUNT	DATE	ACH SEQ
				AMOUNT	AMOUNT			
VENDOR:	333	CONSOLIDATED FLEET SERVICES						
2020JM0028	03/09/20	9171	Yearly Testing	2874.00	.00	ACH		
			VENDOR TOTAL:	2874.00				
VENDOR:	334	COOPER POWER SYSTEMS LLC						
938878077,938814	03/10/20	8732	Equipment	32472.00	.00	CHK		
			VENDOR TOTAL:	32472.00				
VENDOR:	604	FASTENAL COMPANY						
91230	03/10/20	9179	Hardware	73.39	.00	ACH		
			VENDOR TOTAL:	73.39				
VENDOR:	616	FUELMAN						
NP57840538	03/03/20	0	Fuel	3089.26	.00	CHK		
			VENDOR TOTAL:	3089.26				
VENDOR:	1408	FUSION LLC						
200605479	03/05/20	0	Phone bill	337.67	.00	ACH		
			VENDOR TOTAL:	337.67				
VENDOR:	696	GARNER LUMLEY ELECTRIC						
567300	03/09/20	9105	Stock Material	4825.00	.00	ACH		
			VENDOR TOTAL:	4825.00				
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER						
1018-121414	03/09/20	9190	Truck Service	96.33	.00	CHK		
			VENDOR TOTAL:	96.33				
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE						
022920	03/10/20	9195	Landfill	132.03	.00	ACH		
			VENDOR TOTAL:	132.03				

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	729	GREATER STARKVILLE DEV PART								
1647	03/04/20	0 Annual Membership Dues		03/18/20	1500.00	.00	CHK			
		VENDOR TOTAL:			1500.00					
VENDOR:	733	GUARDIAN LOCK AND KEY INC								
5706	03/03/20	0 Service call		03/18/20	129.25	.00	ACH			
		VENDOR TOTAL:			129.25					
VENDOR:	818	HANCOCK EQUIP. & OIL CO.								
10320	03/10/20	9194 Equipment		03/18/20	4195.00	.00	ACH			
		VENDOR TOTAL:			4195.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.								
244024-858780	03/09/20	8997 Padmounts		03/18/20	2379.00	.00	ACH			
		VENDOR TOTAL:			2379.00					
VENDOR:	400	IVY AUTO PARTS								
634445	03/09/20	9174 Supplies		03/18/20	108.98	.00	ACH			
		VENDOR TOTAL:			108.98					
VENDOR:	99009985	JOHNATHON ROGERS								
3/05/20	03/05/20	0 Training		03/18/20	250.00	.00	CHK			
		VENDOR TOTAL:			250.00					
VENDOR:	1239	LOLLEY REAL ESTATE								
MAR 2020	03/03/20	0 Storage Rental		03/18/20	900.00	.00	ACH			
		VENDOR TOTAL:			900.00					
VENDOR:	1205	LOWE'S								
9574,9851,2368,	03/09/20	9182 Material and Supplies		03/18/20	66.69	.00	CHK			
		VENDOR TOTAL:			66.69					

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1361	M & M	PROSAFETY SUPPLY									
02418	03/09/20	9183	Shipping Charge		03/18/20	136.89	.00	ACH				
					VENDOR TOTAL:	136.89						
VENDOR:	1531	MDR	CONSTRUCTION, INC.									
26309,26321,2640	03/10/20	9180	Contractor Scales St Work		03/18/20	47987.00	.00	ACH				
					VENDOR TOTAL:	47987.00						
VENDOR:	1400	NESCO										
2375479,2375598,	03/09/20	9168	Material and Supplies		03/18/20	3303.60	.00	ACH				
					VENDOR TOTAL:	3303.60						
VENDOR:	1413	NMPPA										
1518-2020	03/03/20	0	Annual Dues-2020		03/18/20	300.00	.00	CHK				
					VENDOR TOTAL:	300.00						
VENDOR:	1406	NORTHEAST	EXTERMINATING									
3420	03/09/20	9187	Pest Control		03/18/20	45.00	.00	ACH				
					VENDOR TOTAL:	45.00						
VENDOR:	1421	NTG	LLC									
10244	03/05/20	0	Internet phone hosting		03/18/20	650.00	.00	ACH				
					VENDOR TOTAL:	650.00						
VENDOR:	1525	OKTIBBEHA	CO. CO-OP									
510434	03/09/20	9029	Uniforms		03/18/20	156.81	.00	ACH				
517509,514373	03/09/20	9040	Winter Uniforms		03/18/20	114.98	.00	ACH				
532935	03/09/20	9140	Uniform		03/18/20	69.99	.00	ACH				
					VENDOR TOTAL:	341.78						
VENDOR:	99009767	ORLANDO	SMITH									
3/03/20	03/03/20	0	Physical for CDL License		03/18/20	85.00	.00	ACH				
					VENDOR TOTAL:	85.00						

INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	PMT	CHECK/
			INVOICE	AMOUNT	ACH SEQ
VENDOR:	1536	PALMER'S SERVICE CENTER LLC			
022620	03/09/20	9173 Parts, Labor, and Service	2875.85	.00	ACH
		VENDOR TOTAL:	2875.85		
VENDOR:	1800	RACKLEY OIL, INC.			
511247	03/09/20	9167 Electrical Fuel Tank/Pump	367.80	.00	ACH
		VENDOR TOTAL:	367.80		
VENDOR:	99009984	ROCKET WRAPS			
11155	03/03/20	0 Vehicle Wrap	2985.00	.00	CHK
		VENDOR TOTAL:	2985.00		
VENDOR:	1887	S & S LINE SERVICE INC			
2108-2109	03/03/20	0 ROW Clearing	6342.80	.00	ACH
2110-2111	03/04/20	0 ROW Clearing	6314.40	.00	ACH
		VENDOR TOTAL:	12657.20		
VENDOR:	99009971	SERVICEMASTER RESTORATION			
202174-0302	03/03/20	0 Janitorial cleaning	438.00	.00	CHK
		VENDOR TOTAL:	438.00		
VENDOR:	1928	SIEMENS INDUSTRY, INC.			
5700091141	03/09/20	8919 Substation Breaker	149350.00	.00	CHK
		VENDOR TOTAL:	149350.00		
VENDOR:	1914	SPX TRANSFORMER SOLUTIONS			
90028212	03/05/20	0 Autotransformer-Rigging Stor	4000.00	.00	CHK
		VENDOR TOTAL:	4000.00		
VENDOR:	1927	STAPLES BUSINESS CREDIT			
2/25/20 STMT	03/03/20	0 Office supplies	79.53	.00	CHK
		VENDOR TOTAL:	79.53		

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1931	STARKVILLE SANITATION DEPT										
FEB 2020	03/04/20	0	Sanitation Collections-Feb 2	03/18/20	219241.30	.00	.00	CHK				
			VENDOR TOTAL:		219241.30							
VENDOR:	1933	STARKVILLE WATER DEPT										
FEB 2020	03/04/20	0	Collections - Feb 2020	03/18/20	428111.10	.00	.00	ACH				
			VENDOR TOTAL:		428111.10							
VENDOR:	1940	STUART C. IRBY										
11774084.001	03/09/20	9134	Stock Material	03/18/20	2606.50	.00	.00	ACH				
			VENDOR TOTAL:		2606.50							
VENDOR:	2019	TC MARKETING LLC										
1342	03/10/20	8106	New Employee Uniforms	03/18/20	1013.50	.00	.00	CHK				
			VENDOR TOTAL:		1013.50							
VENDOR:	2021	TCC FACILITIES MANAGEMENT										
3901	03/04/20	0	Janitorial services	03/18/20	450.00	.00	.00	ACH				
			VENDOR TOTAL:		450.00							
VENDOR:	356	THE CLINIC AT ELM LAKE PA										
26142, 26143	03/05/20	0	Employee Screening	03/18/20	60.00	.00	.00	ACH				
			VENDOR TOTAL:		60.00							
VENDOR:	2018	TRADE AMERICA										
23807, 23823	03/09/20	9164	Supplies	03/18/20	298.23	.00	.00	ACH				
23830, 23840	03/10/20	9186	Misc Items	03/18/20	148.74	.00	.00	ACH				
			VENDOR TOTAL:		446.97							
VENDOR:	2036	TRUCK CENTER, INC.										
165422691	03/09/20	9181	Parts, Labor, and Service	03/18/20	9075.34	.00	.00	CHK				
			VENDOR TOTAL:		9075.34							

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1818	UNITED RENTALS, INC.								
163327879-017	03/09/20	9175 Mthly Equipment Rental		03/18/20	1395.01	.00	ACH			
		VENDOR TOTAL:			1395.01					
VENDOR:	2116	UTILITECH								
2326	03/03/20	0 Product Development and Supp		03/18/20	500.00	.00	ACH			
		VENDOR TOTAL:			500.00					
VENDOR:	2300	WALMART COMMUNITY BRC								
3957	03/09/20	9188 Supplies for Safety Meeting		03/18/20	38.82	.00	CHK			
		VENDOR TOTAL:			38.82					
VENDOR:	2305	WASTE PRO								
191108	03/09/20	9189 Dumpster Monthly Rental Fee		03/18/20	55.00	.00	ACH			
		VENDOR TOTAL:			55.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
57774	03/03/20	0 Water		03/18/20	16.40	.00	ACH			
CIR0320-272	03/04/20	0 Water		03/18/20	20.00	.00	ACH			
		VENDOR TOTAL:			36.40					
		GRAND TOTAL:			1499104.84					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 3-17-2020
PAGE: 1

SUBJECT: Request approval of the February 2020 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,
Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of the February 2020 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,472,500.00	7,472,500.00	3,677,434.46	5,726,744.90	-1,745,755.10	76.64 %
206 - LIEU OF TAXES	790,500.00	790,500.00	2,531.36	595,422.23	-195,077.77	75.32 %
220 - LICENSES AND PERMITS	238,000.00	238,000.00	26,348.22	116,641.14	-121,358.86	49.01 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,788,113.00	859,942.72	4,056,944.63	-5,731,168.37	41.45 %
250 - GRANTS	975,247.00	1,018,747.00	9,304.80	473,061.19	-545,685.81	46.44 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	100.00	24,564.91	64.91	100.26 %
330 - FINES AND FORFEITS	563,000.00	563,000.00	29,362.34	142,302.95	-420,697.05	25.28 %
340 - MISCELLANEOUS	627,620.00	637,370.00	103,583.12	385,202.65	-252,167.35	60.44 %
360 - CHARGES FOR SERVICES	1,550.00	1,800.00	250.00	710.50	-1,089.50	39.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	113,750.00	693,750.00	-2,461,250.00	21.99 %
631 - ODDFELLOWS	5,000.00	5,000.00	315.12	1,649.63	-3,350.37	32.99 %
Department: 000 - UNDESIGNATED Total:	23,070,417.00	23,694,530.00	4,822,922.14	12,216,994.73	-11,477,535.27	51.56 %
Revenue Total:	23,070,417.00	23,694,530.00	4,822,922.14	12,216,994.73	-11,477,535.27	51.56 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	207,060.00	16,408.34	86,124.41	120,935.59	41.59 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	1,296.31	5,090.23	12,409.77	29.09 %
Department: 100 - BOARD OF ALDERMEN Total:	224,560.00	224,560.00	17,704.65	91,214.64	133,345.36	40.62 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	327,745.00	24,677.59	142,322.58	185,422.42	43.42 %
500 - SUPPLIES	12,500.00	12,500.00	2,428.28	8,430.35	4,069.65	67.44 %
600 - CONTRACTUAL SERVICES	20,700.00	21,700.00	998.83	13,491.01	8,208.99	62.17 %
900 - CAPITAL OUTLAY	15,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	369,445.00	369,445.00	28,104.70	164,243.94	205,201.06	44.46 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	143.93	697.56	802.44	46.50 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	143.93	697.56	802.44	46.50 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	154,110.00	12,035.71	65,148.34	88,961.66	42.27 %
500 - SUPPLIES	2,100.00	2,100.00	54.95	185.36	1,914.64	8.83 %
600 - CONTRACTUAL SERVICES	122,900.00	122,900.00	25,681.42	120,026.46	2,873.54	97.66 %
900 - CAPITAL OUTLAY	0.00	1,500.00	0.00	1,345.00	155.00	89.67 %
Department: 120 - MAYORS OFFICE Total:	279,110.00	280,610.00	37,772.08	186,705.16	93,904.84	66.54 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	293,480.00	22,705.86	129,541.99	163,938.01	44.14 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	83,000.00	96,479.00	14,017.19	75,412.18	21,066.82	78.16 %
900 - CAPITAL OUTLAY	65,000.00	81,672.00	2,487.00	10,355.00	71,317.00	12.68 %
Department: 123 - IT Total:	443,480.00	473,631.00	39,210.05	215,309.17	258,321.83	45.46 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	400,440.00	28,584.88	156,726.14	243,713.86	39.14 %
600 - CONTRACTUAL SERVICES	86,000.00	86,000.00	0.00	50,350.00	35,650.00	58.55 %
Department: 142 - CITY CLERKS OFFICE Total:	486,440.00	486,440.00	28,584.88	207,076.14	279,363.86	42.57 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	3,000.00	3,000.00	0.00	1,339.79	1,660.21	44.66 %
500 - SUPPLIES	12,072.00	12,072.00	1,603.51	4,041.55	8,030.45	33.48 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,906.69	7,692.56	23,307.44	24.81 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	2,900.00	100.00	96.67 %
Department: 145 - OTHER ADMINISTRATIVE Total:	49,072.00	49,072.00	3,510.20	15,973.90	33,098.10	32.55 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	197.50	2,972.50	4,027.50	42.46 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	197.50	2,972.50	4,027.50	42.46 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	29,628.50	40,321.50	42.36 %
Department: 160 - ATTORNEY AND STAFF Total:	69,950.00	69,950.00	5,387.00	29,628.50	40,321.50	42.36 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	163,000.00	16,072.27	80,654.80	82,345.20	49.48 %
Department: 169 - LEGAL Total:	163,000.00	163,000.00	16,072.27	80,654.80	82,345.20	49.48 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	225,925.00	17,409.16	94,953.16	130,971.84	42.03 %
500 - SUPPLIES	5,000.00	4,500.00	27.73	269.91	4,230.09	6.00 %
600 - CONTRACTUAL SERVICES	40,750.00	41,250.00	649.04	7,450.35	33,799.65	18.06 %
Department: 180 - HUMAN RESOURCES Total:	271,675.00	271,675.00	18,085.93	102,673.42	169,001.58	37.79 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	263,015.00	20,182.70	110,555.26	152,459.74	42.03 %
500 - SUPPLIES	3,150.00	3,150.00	6.00	387.80	2,762.20	12.31 %
600 - CONTRACTUAL SERVICES	79,300.00	82,800.00	3,148.79	25,024.59	57,775.41	30.22 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	20,756.00	4,244.00	83.02 %
Department: 190 - CITY PLANNER Total:	370,465.00	373,965.00	23,337.49	156,723.65	217,241.35	41.91 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	8,457.87	48,965.64	69,284.36	41.41 %
Department: 191 - EXTERNAL SERVICE Total:	118,250.00	118,250.00	8,457.87	48,965.64	69,284.36	41.41 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	6,000.00	102.87	2,195.29	3,804.71	36.59 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	5,600.15	34,187.77	53,312.23	39.07 %
800 - DEBT SERVICE	3,590.00	3,590.00	896.50	1,793.00	1,797.00	49.94 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	97,090.00	97,090.00	6,599.52	38,176.06	58,913.94	39.32 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	23,499.00	1,501.00	94.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	38,464.00	28,464.00	57.47 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	20,000.00	12,000.00	62.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	125,928.00	125,928.00	0.00	81,963.00	43,965.00	65.09 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	25,500.00	1,500.00	8,700.00	16,800.00	34.12 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	5,100.00	14,900.00	25.50 %
Department: 196 - CEMETERY ADMINISTRATION Total:	45,500.00	45,500.00	3,200.00	13,800.00	31,700.00	30.33 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	245,165.00	18,544.58	103,998.57	141,166.43	42.42 %
500 - SUPPLIES	3,400.00	3,400.00	97.07	1,806.84	1,593.16	53.14 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	231.91	5,990.23	11,509.77	34.23 %
800 - DEBT SERVICE	5,244.00	5,244.00	436.95	2,184.75	3,059.25	41.66 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	274,309.00	274,309.00	19,310.51	113,980.39	160,328.61	41.55 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	118,050.00	118,050.00	8,627.22	58,557.11	59,492.89	49.60 %
Department: 200 - POLICE ADMINISTRATION Total:	118,050.00	118,050.00	8,627.22	58,557.11	59,492.89	49.60 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,985,188.00	3,985,188.00	277,947.01	1,635,617.54	2,349,570.46	41.04 %
500 - SUPPLIES	446,000.00	446,000.00	25,105.12	154,356.46	291,643.54	34.61 %
600 - CONTRACTUAL SERVICES	484,700.00	494,700.00	38,496.40	236,410.79	258,289.21	47.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	5,578.00	0.00	5,578.12	-0.12	100.00 %
800 - DEBT SERVICE	107,000.00	107,000.00	27,571.98	55,143.96	51,856.04	51.54 %
900 - CAPITAL OUTLAY	50,000.00	65,829.00	3,007.02	34,241.58	31,587.42	52.02 %
Department: 201 - POLICE DEPARTMENT Total:	5,078,466.00	5,104,295.00	372,127.53	2,121,348.45	2,982,946.55	41.56 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	23,060.76	123,046.29	195,253.71	38.66 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	319,300.00	319,300.00	23,060.76	123,046.29	196,253.71	38.54 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	8,332.01	37,116.25	82,963.75	30.91 %
Department: 254 - DUI GRANT Total:	120,080.00	120,080.00	8,332.01	37,116.25	82,963.75	30.91 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	106,680.00	106,680.00	8,232.02	44,930.81	61,749.19	42.12 %
Department: 260 - FIRE ADMINISTRATION Total:	106,680.00	106,680.00	8,232.02	44,930.81	61,749.19	42.12 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,940,465.00	4,004,062.00	308,869.79	1,666,887.91	2,337,174.09	41.63 %
500 - SUPPLIES	102,350.00	102,350.00	10,262.01	40,910.53	61,439.47	39.97 %
600 - CONTRACTUAL SERVICES	324,100.00	324,100.00	24,289.33	155,941.29	168,158.71	48.12 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	43,113.00	0.00	37,167.21	5,945.79	86.21 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	1,523.00	12,894.57	52,105.43	19.84 %
Department: 261 - FIRE DEPARTMENT Total:	4,531,915.00	4,638,625.00	344,944.13	1,913,801.51	2,724,823.49	41.26 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	280,493.00	22,117.72	106,746.09	173,746.91	38.06 %
500 - SUPPLIES	5,750.00	5,750.00	474.87	1,891.21	3,858.79	32.89 %
600 - CONTRACTUAL SERVICES	25,150.00	24,725.00	1,954.39	7,833.55	16,891.45	31.68 %
800 - DEBT SERVICE	5,244.00	5,669.00	1,339.70	4,893.00	776.00	86.31 %
Department: 281 - BUILDING/CODES OFFICE Total:	279,874.00	316,637.00	25,886.68	121,363.85	195,273.15	38.33 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	296.57	5,400.08	11,599.92	31.77 %
900 - CAPITAL OUTLAY	0.00	10,408.00	10,408.00	10,408.00	0.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	17,000.00	27,408.00	10,704.57	15,808.08	11,599.92	57.68 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	786,015.00	44,767.58	253,394.77	532,620.23	32.24 %
500 - SUPPLIES	192,500.00	192,500.00	11,754.15	62,994.55	129,505.45	32.72 %
600 - CONTRACTUAL SERVICES	588,375.00	588,375.00	23,164.44	226,266.33	362,108.67	38.46 %
800 - DEBT SERVICE	31,213.00	71,213.00	8,705.71	18,314.17	52,898.83	25.72 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	1,275.00	3,736.04	6,263.96	37.36 %
Department: 301 - STREET DEPARTMENT Total:	1,608,103.00	1,648,103.00	89,666.88	564,705.86	1,083,397.14	34.26 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	96,030.00	7,304.32	37,035.91	58,994.09	38.57 %
500 - SUPPLIES	3,000.00	3,000.00	1,171.24	1,958.15	1,041.85	65.27 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	35.56	2,976.50	2,523.50	54.12 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	62,500.00	62,500.00	50.00 %
Department: 360 - ANIMAL CONTROL Total:	229,530.00	229,530.00	8,511.12	104,470.56	125,059.44	45.51 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	921,280.00	66,920.60	343,606.53	577,673.47	37.30 %
500 - SUPPLIES	220,000.00	202,000.00	5,988.49	48,286.33	153,713.67	23.90 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	627,350.00	627,350.00	61,727.68	246,663.52	380,686.48	39.32 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	6,500.00	-6,500.00	0.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	4,489.00	13,467.00	25.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	150.00	825.00	1,675.00	33.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,771,086.00	1,771,086.00	134,786.77	650,370.38	1,120,715.62	36.72 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	0.00	0.00	27.38	-27.38	0.00 %
600 - CONTRACTUAL SERVICES	0.00	40,000.00	0.00	4,462.95	35,537.05	11.16 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	40,000.00	0.00	4,490.33	35,509.67	11.23 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	2,605.11	12,394.89	17.37 %
900 - CAPITAL OUTLAY	1,073,067.00	1,588,067.00	43,635.31	612,696.74	975,370.26	38.58 %
Department: 600 - CAPITAL PROJECTS Total:	1,088,067.00	1,603,067.00	43,635.31	615,301.85	987,765.15	38.38 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	210,000.00	210,000.00	0.00	105,000.00	105,000.00	50.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	274,000.00	274,000.00	0.00	165,500.00	108,500.00	60.40 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,213,492.00	0.00	611,525.63	1,601,966.37	27.63 %
Department: 800 - DEBT SERVICE Total:	2,213,492.00	2,213,492.00	0.00	611,525.63	1,601,966.37	27.63 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,711,752.00	2,486.25	13,601.38	1,698,150.62	0.79 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,897,500.00	1,711,752.00	2,486.25	13,601.38	1,698,150.62	0.79 %
Expense Total:	23,070,417.00	23,694,530.00	1,336,679.83	8,726,696.81	14,967,833.19	36.83 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	3,486,242.31	3,490,297.92	3,490,297.92	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	1,129.00	5,157.00	-4,843.00	51.57 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	35,000.00	1,129.00	5,157.00	-29,843.00	14.73 %
Revenue Total:	35,000.00	35,000.00	1,129.00	5,157.00	-29,843.00	14.73 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	163.93	163.93	4,836.07	3.28 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	163.93	163.93	34,836.07	0.47 %
Expense Total:	35,000.00	35,000.00	163.93	163.93	34,836.07	0.47 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	965.07	4,993.07	4,993.07	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Category...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Revenue Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	69.00	173.00	827.00	17.30 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
800 - DEBT SERVICE	266,364.00	266,364.00	0.00	141,162.11	125,201.89	53.00 %
900 - CAPITAL OUTLAY	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	449,000.00	449,000.00	69.00	141,335.11	307,664.89	31.48 %
Expense Total:	449,000.00	449,000.00	69.00	141,335.11	307,664.89	31.48 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-69.00	-141,335.11	-141,335.11	0.00 %

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For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	31,928.00	-39,023.00	45.00 %
340 - MISCELLANEOUS	50,250.00	50,250.00	1,500.00	7,500.00	-42,750.00	14.93 %
360 - CHARGES FOR SERVICES	673,608.00	673,608.00	38,412.32	268,558.45	-405,049.55	39.87 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,350,809.00	1,350,809.00	47,894.32	307,986.45	-1,042,822.55	22.80 %
Revenue Total:	1,350,809.00	1,350,809.00	47,894.32	307,986.45	-1,042,822.55	22.80 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	174,420.00	8,142.23	53,419.10	121,000.90	30.63 %
500 - SUPPLIES	472,700.00	472,700.00	26,489.04	168,655.65	304,044.35	35.68 %
600 - CONTRACTUAL SERVICES	104,850.00	117,350.00	15,922.08	49,485.56	67,864.44	42.17 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	218.04	536.25	34,871.75	1.51 %
900 - CAPITAL OUTLAY	564,431.00	550,931.00	0.00	0.00	550,931.00	0.00 %
Department: 505 - AIRPORT Total:	1,350,809.00	1,350,809.00	50,771.39	272,096.56	1,078,712.44	20.14 %
Expense Total:	1,350,809.00	1,350,809.00	50,771.39	272,096.56	1,078,712.44	20.14 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-2,877.07	35,889.89	35,889.89	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Category...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Department: 000 - UNDESIGNATED Total:	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Revenue Total:	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	103,574.00	103,574.00	10,683.73	26,275.78	77,298.22	25.37 %
Department: 515 - RESTRICTED PROJECTS Total:	148,133.00	148,133.00	10,683.73	26,275.78	121,857.22	17.74 %
Expense Total:	148,133.00	148,133.00	10,683.73	26,275.78	121,857.22	17.74 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-10,683.73	-7,496.50	-7,496.50	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	221,200.00	221,200.00	0.00 %
340 - MISCELLANEOUS	2,804,000.00	2,804,000.00	244,632.80	1,217,957.48	-1,586,042.52	43.44 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	330,000.00	330,000.00	0.00	2,709.00	-327,291.00	0.82 %
Department: 000 - UNDESIGNATED Total:	3,134,000.00	3,134,000.00	244,632.80	1,441,866.48	-1,692,133.52	46.01 %
Revenue Total:	3,134,000.00	3,134,000.00	244,632.80	1,441,866.48	-1,692,133.52	46.01 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,544,085.00	104,096.27	636,266.83	907,818.17	41.21 %
500 - SUPPLIES	297,000.00	297,000.00	10,397.56	196,773.09	100,226.91	66.25 %
600 - CONTRACTUAL SERVICES	810,750.00	810,750.00	58,993.35	364,186.70	446,563.30	44.92 %
800 - DEBT SERVICE	173,868.00	224,203.00	21,868.28	108,615.80	115,587.20	48.45 %
900 - CAPITAL OUTLAY	308,297.00	257,962.00	0.00	23,306.00	234,656.00	9.03 %
Department: 322 - SANITATION DEPARTMENT Total:	3,134,000.00	3,134,000.00	195,355.46	1,329,148.42	1,804,851.58	42.41 %
Expense Total:	3,134,000.00	3,134,000.00	195,355.46	1,329,148.42	1,804,851.58	42.41 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	49,277.34	112,718.06	112,718.06	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	38,758.97	108,429.84	-141,570.16	43.37 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	38,758.97	108,429.84	-141,570.16	43.37 %
Revenue Total:	250,000.00	250,000.00	38,758.97	108,429.84	-141,570.16	43.37 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL 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	38,758.97	108,429.84	108,429.84	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	45,000.00	45,000.00	3,862.16	17,837.66	-27,162.34	39.64 %
Department: 000 - UNDESIGNATED Total:	45,000.00	45,000.00	3,862.16	17,837.66	-27,162.34	39.64 %
Revenue Total:	45,000.00	45,000.00	3,862.16	17,837.66	-27,162.34	39.64 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	175.00	11,973.84	33,026.16	26.61 %
Department: 112 - COMPUTER ASSESMENTS Total:	45,000.00	45,000.00	175.00	11,973.84	33,026.16	26.61 %
Expense Total:	45,000.00	45,000.00	175.00	11,973.84	33,026.16	26.61 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	3,687.16	5,863.82	5,863.82	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	3,552.97	19,222.44	9,222.44	192.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,010,000.00	2,010,000.00	3,552.97	19,222.44	-1,990,777.56	0.96 %
Revenue Total:	2,010,000.00	2,010,000.00	3,552.97	19,222.44	-1,990,777.56	0.96 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	6,457.25	688,328.17	1,321,671.83	34.25 %
Department: 600 - CAPITAL PROJECTS Total:	2,010,000.00	2,010,000.00	6,457.25	688,328.17	1,321,671.83	34.25 %
Expense Total:	2,010,000.00	2,010,000.00	6,457.25	688,328.17	1,321,671.83	34.25 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-2,904.28	-669,105.73	-669,105.73	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Revenue Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Expense Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Fund: 311 - PARKING MILL PROJECT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	4,067.26	18,821.57	8,821.57	188.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,240,000.00	1,240,000.00	0.00	2,881,040.26	1,641,040.26	232.34 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	1,250,000.00	4,067.26	2,899,861.83	1,649,861.83	231.99 %
Revenue Total:	1,250,000.00	1,250,000.00	4,067.26	2,899,861.83	1,649,861.83	231.99 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	1,245,000.00	1,245,000.00	33,770.96	220,618.23	1,024,381.77	17.72 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,250,000.00	33,770.96	220,618.23	1,029,381.77	17.65 %
Expense Total:	1,250,000.00	1,250,000.00	33,770.96	220,618.23	1,029,381.77	17.65 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-29,703.70	2,679,243.60	2,679,243.60	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 02/29/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	148,119.14	879,818.14	-970,181.86	47.56 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,525,000.00	2,525,000.00	148,119.14	879,818.14	-1,645,181.86	34.84 %
Revenue Total:	2,525,000.00	2,525,000.00	148,119.14	879,818.14	-1,645,181.86	34.84 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	86,639.00	315,159.50	-65,159.50	126.06 %
800 - DEBT SERVICE	418,715.00	418,715.00	4,278.50	4,278.50	414,436.50	1.02 %
900 - CAPITAL OUTLAY	1,606,285.00	1,606,285.00	0.00	97,078.00	1,509,207.00	6.04 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	125,000.00	125,000.00	50.00 %
Department: 551 - PARK & REC TOURISM Total:	2,525,000.00	2,525,000.00	90,917.50	541,516.00	1,983,484.00	21.45 %
Expense Total:	2,525,000.00	2,525,000.00	90,917.50	541,516.00	1,983,484.00	21.45 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	57,201.64	338,302.14	338,302.14	0.00 %
Report Surplus (Deficit):	0.00	0.00	3,589,894.71	5,957,801.00	5,957,801.00	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	3,486,242.31	3,490,297.92	3,490,297.92
002 - RESTRICTED POLICE FUND	0.00	0.00	965.07	4,993.07	4,993.07
003 - RESTRICTED FIRE FUND	0.00	0.00	-69.00	-141,335.11	-141,335.11
015 - AIRPORT FUND	0.00	0.00	-2,877.07	35,889.89	35,889.89
016 - RESTRICTED AIRPORT	0.00	0.00	-10,683.73	-7,496.50	-7,496.50
022 - ENVIRONMENTAL SERVICES	0.00	0.00	49,277.34	112,718.06	112,718.06
023 - LANDFILL ACCOUNT	0.00	0.00	38,758.97	108,429.84	108,429.84
107 - COMPUTER ASSESSMENTS	0.00	0.00	3,687.16	5,863.82	5,863.82
303 - INDUSTRIAL PARK BOND	0.00	0.00	-2,904.28	-669,105.73	-669,105.73
311 - PARKING MILL PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-29,703.70	2,679,243.60	2,679,243.60
375 - PARK AND REC TOURISM	0.00	0.00	57,201.64	338,302.14	338,302.14
Report Surplus (Deficit):	0.00	0.00	3,589,894.71	5,957,801.00	5,957,801.00



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of February 29, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	\$ 41,465,000	\$ 3,131,602	\$ 15,992,235	(25,472,765)	38.57%
Other Revenue	1,477,000	54,410	749,069	(727,931)	50.72%
Total Revenue	\$ 42,942,000	\$ 3,186,012	\$ 16,741,304	(26,200,696)	38.99%
Expenses					
Purchased Power Expense	\$ 33,350,000	\$ 2,282,625	\$ 12,026,082	21,323,918	36.06%
Payroll Expenses	2,422,378	161,852	999,667	1,422,711	41.27%
Operating Expenses	1,014,500	75,185	366,205	648,295	36.10%
Maintenance Expense	1,295,500	102,784	440,340	855,160	33.99%
Capital Expense	4,798,219	502,180	1,447,220	3,350,999	30.16%
Debt Expense	1,175,925	2,500	476,142	699,783	40.49%
Tax Equivalency	1,365,000	113,750	568,750	796,250	41.67%
Total Expenses	\$ 45,421,522	\$ 3,240,876	\$ 16,324,406	29,097,116	35.94%
Total Revenue Over Expenses	\$ (2,479,522)	\$ (54,864)	\$ 416,898	\$ 2,896,420	-16.81%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Report
As of February 29, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Water & Sewer Sales Revenues	\$ 7,200,000	\$ 573,921	\$ 2,793,970	(4,406,030)	38.81%
Other Revenues	2,164,765	372,587	546,108	(1,618,657)	25.23%
Total Revenues	\$ 9,364,765	\$ 946,508	\$ 3,340,078	(6,024,687)	35.67%
Expenses					
Payroll Expense	\$ 1,790,695	\$ 151,271	\$ 802,263	988,432	44.80%
Operating Expense	1,569,500	116,751	653,655	915,845	41.65%
Maintenance Expense	1,810,000	101,069	915,041	894,959	50.55%
Capital Expense	2,559,250	250,741	653,237	1,906,013	25.52%
Debt Expense	1,483,253	80,000	387,735	1,095,518	26.14%
Total Expenses	\$ 9,212,698	\$ 699,832	\$ 3,411,931	5,800,767	37.04%
Total Revenues Over Expenses	\$ 152,067	\$ 246,676	\$ (71,853)	\$ (223,920)	-47.25%

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

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 17, 2020
Page: 1

SUBJECT:

Request authorization to hire Maurice Johnson, Wesley Koehn, David Lewis, and Stephen Mercer, as Reserve Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$25.00 per hour. These position will not be eligible for benefits, unless some of the candiates are already members of the PERS system.

FISCAL NOTE:

Budgeted from line item # 001-201-440-108

AUTHORIZATION HISTORY:

On February 04,2020 the Board approved to re-establish a Reserve Police Officer Program for the City of Starkville and to advertise for ten (10) Reserve Police Officers in the Starkville Police Department.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Chief Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Maurice Johnson, Wesley Koehn, David Lewis, and Stephen Mercer, as Reserve Police Officers in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 17, 2020

Page: 1

SUBJECT:

Request authorization to hire Eli Barksdale and Cameron Bell as an Entry Level Police Officers in the Starkville Police Department. Request authorization to hire Scottie Montgomery as a Certified Police Officer and Michael McClendon as a Full Time Temporary Entry Level Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Eli Barksdale - Grade 9, non-exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Cameron Bell - Grade 9, non-exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Scottie Montgomery - Grade 9, non-exempt salary for Certified Police Officers \$38,000.00 (\$16.99 per hour) based on 2236 hours per year.

Michael McClendon - Grade 9, non-exempt salary for full-time Temporary Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

Eli Barksdale, Cameraon Bell and Scottie Montgomery are filling replacement positions previously held by Marvin Hughes, Darnell Madison, and Rashad Ruff who all resigned.

Michael McClendon will serve in a temporary full-time role while Raheem Clemons is out on Military leave for nine months.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Eli Barksdale and Cameron Bell as an Entry Level Police Officers in the Starkville Police Department. Request authorization to hire Scottie Montgomery as a Certified Police Officer and Michael McClendon as a Full Time Temporary Entry Level Police Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 17, 2020
Page: 1

SUBJECT:

Request authorization to transfer Noah Brandon from the Starkville Engineering Department as a Intern to the Starkville Utilities Department as a Intern.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$12.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Paid out of 2019-2020 water/wastewater budget account 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Nelson McCough who resigned. Mr. Kemp has plans for him to assist with utility system including storm and sanitary collection, water distribution systems, sustainable infrastructure, and treatment facility.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to transfer Noah Brandon from the Starkville Engineering Department as a Intern to the Starkville Utilities Department as a Intern.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 17, 2020
Page: 1

SUBJECT:

Request authorization to advertise for four (4) Seasonal Maintenance Workers in the Starkville Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid only for actual hours worked at \$11.00 per hour. These position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-550-430-115.

AUTHORIZATION HISTORY:

Last year, the Board approved to hire Seasonal Maintenance Workers after review of contract workers vs. employees. All contract labor arrangements were reviewed, and where appropriate, restructured.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for four (4) Seasonal Maintenance Workers in the Starkville Parks and Recreation Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: March 20, 2020
Page: 1

SUBJECT:

Request authorization to hire Gretchen Reeves as a Sports Coordinator in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt, Grade 12, Salary of \$39,000 (\$18.75 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-550-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Nick Callahan.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation, or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Gretchen Reeves as a Sports Coordinator in the Parks and Recreation Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 17, 2020

Page: 1

SUBJECT:

Request authorization to select Kronos as the City's Time Keeping and HR Software.

AMOUNT & SOURCE OF FUNDING:

The funds are currently budgeted in 001-180-691-505: HR Time Keeping System

AUTHORIZATION HISTORY:

On July 17, 2018, the Board approved to select Tyler Excutime and Frontline as the City's time keeping Software, but those two companies were not able to meet all the needs of the City. Refunds from both companies have been received.

The City processes payroll every two weeks. All staff, supervisors, managers and directors are required to manually maintain, review, and submit timesheets, approved leave request forms, and any other required documents for payroll. All of this information is submitted to payroll for entering into the payroll software and producing payroll. As this information is entered into payroll it is reviewed by payroll staff and the Finance Director.

The CFO/City Clerk and HRD have been researching options to gain efficiencies and save cost by automating the payroll functions in order to save staff time. The City currently utilizes manual timekeeping records for all employees. This approximates over 80 hours per pay period in staff time for the employee, supervisors, managers, directors, and payroll staff.

By automating this process, the City would gain efficiencies through saving staff time and reducing the errors that are caused by manual entry. This system keeps track of regular hours worked, overtime, leave accrual, scheduled leave, and more. Automating the timekeeping and importing payroll hours into the payroll software will reduce time every two weeks, thereby allowing staff to increase productivity, increase review of payroll information and other assigned task.

We understand this is a new concept for our City employees, but all of the Department Heads are in favor of a new system. We will operate in tandem with the current paper system until we are fully integrated into the new system.

REQUESTING DEPARTMENTS:

City Clerk / Finance & Administration Department and Human Resources Department

DIRECTORS' AUTHORIZATION:

Lesa Hardin, CFO/City Clerk and Nav Ashford, Human Resources Director

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to select Kronos as the City's Time Keeping and HR Software.



Quote#: Q-40731
Expires: 1/29/2020
Sales Executive: Ian Lesniewski

ORDER FORM

Order Type: Quote
Date: 2/11/2020

Bill To Contact:

Bill To: CITY OF STARKVILLE
101 LAMPKIN ST CITY HALL
STARKVILLE, MS 39759 USA

Ship To Contact:Nav Ashford

Ship To: CITY OF STARKVILLE
101 LAMPKIN ST CITY HALL
STARKVILLE, MS 39759 USA

Ship to Phone:(662) 323-2525
Contact:Naverette Ashford
Email:n.ashford@cityofstarkville.org

Currency: USD
Customer PO Number:
Solution ID: 6153952
Initial Term:36 months
Billing Start Date: 120 Days from Execution of
Order Form

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term:12 months
Payment Term: Net 30 Days

Order Notes:

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY TIME KEEPING	320	USD 3.00	USD 960.00
WORKFORCE READY ACCRUALS	320	USD 0.50	USD 160.00
WORKFORCE READY HR	320	USD 3.00	USD 960.00
WORKFORCE READY PAYROLL	320	USD 3.00	USD 960.00
WORKFORCE READY ACA MANAGER	320	USD 0.25	USD 80.00
WORKFORCE READY TALENT ACQUISITION	320	USD 0.50	USD 160.00
WORKFORCE READY INTEGRATION HUB	1	USD 0.00	USD 0.00

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY PAYROLL SERVICES	320	USD 1.55	USD 496.00
Total Price			USD 3,776.00

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
KRONOS INTOUCH 9100 H4, STANDARD, KR B/C	5	USD 1,797.50	USD 8,987.50
TOUCH ID PLUS OPTION FOR H3/H4 INTOUCH	5	USD 600.00	USD 3,000.00
Total Price			USD 11,987.50

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 2,025.00
Total Price		USD 2,025.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	5	USD 0.00	USD 0.00
Total Price			USD 0.00

One Time Setup Fees

Billing Frequency: Fixed Fee 100% at signing

Item	Total Price
One Time Setup Fees	USD 10,050.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 3,776.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 45,312.00

	Total Price
Total Equipment Purchase and Accessories Fee	USD 11,987.50

	Total Price
Total Support Fee	USD 2,025.00

	Total Price
Total One Time Fees	USD 10,050.00

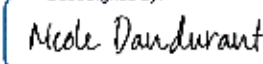
CITY OF STARKVILLE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos SaaS^{hr}, Inc.Signature:  _____
DocuSigned By: Nicole DandurantName: Nicole DandurantTitle: Order Processing AnalystEffective Date: 2/27/2020

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

2/11/2020



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF STARKVILLE ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview

Your Workforce Ready SaaS Solution

CITY OF STARKVILLE and Kronos are deploying the following WFR modules with 1 location(s) and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
WORKFORCE READY TIME KEEPING	320	1	120 Days
WORKFORCE READY ACCRUALS	320	1	
WORKFORCE READY HR	320	1	
WORKFORCE READY PAYROLL	320	1	
Value Add Modules	Employees	Deployments	Estimated Duration
Workforce Ready ACA Manager	320	1	15 Days
Workforce Ready Talent Acquisition	320	1	30 Days

CITY OF STARKVILLE and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF STARKVILLE and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, CITY OF STARKVILLE and Kronos will deploy the following core modules and functionality in 120 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
Time Keeping Module	WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components: • Total Cost Centers • Profiles • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Accruals • Security • Points • Tables • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows

	• Time Off Requests • Timesheet Change Requests • Schedules • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports • Standard TLM Pre-Configured (61) • Custom up to 5 • Timekeeping Admin Training
Accruals Module	WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your timeoff policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow(requires TLM) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires TLM) • Visibility to projected balances • Automatic balance reduction (requires TLM or PR) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • WFR accruals requires WFR Timekeeper
HR Module core functionality	WFR HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through: • Core employee demographics • Onboarding • Checklists • Up to 10 included • Personnel management • Benefits administration • Open enrollment / life event • Work Flows • Up to 10 included • HR documents & forms • Up to 10 custom forms • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training
Payroll Module & Tax Filing	WFR Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and perform tax filing (if purchased) through: • Pay Period Profiles • Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • Tax Filing Options ONLY - BSI, ADP, Ceridian, KPS • All Payroll Configurations Include: • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Admin training

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF STARKVILLE to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
ACA Manager Module	WFR ACA Manager provides proactive administration of your ACA compliance • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minim value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format • *ACA Function requires WFR Payroll • **ACA Function requires WFR HR Maximum value when used with WFR Time Keeping, HR & Payroll
Talent Acquisition	WFR TA provides proactive administration of your Recruitment strategy across the Workforce Ready solution through: • Applicant Configuration • Job Requisitions • Work Flow • Up to 5 included • Applicant Administration • Checklists • Up to 5 included • Tracking/recruitment custom forms • Up to 5 custom forms • Talent tracking – training, skills, certifications • Communication and Notification templates • Up to 5 included • Standard reporting • *WFR TA requires WFR HR
Integration Hub	WFR Integration Hub enables data to flow between WFR and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Workforce Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Workforce Ready format and utilizing the standard Workforce Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by Kronos WFR Professional Services Delivery Team. Kronos will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Workforce ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project. • Timekeeping Interface bundle using customer-supplied data in standard file formats • Work schedule import from unlimited 3rd party scheduler systems in Kronos file format • Accruals Interface bundle using customer-supplied data in standard file formats • HR Interface bundle using customer supplied data in standard file formats • benefit enrollment exports • employee deduction election imports • employee demographic exports • Payroll Interface bundle using customer supplied data in standard file formats • ACH payroll employee direct deposit file exports • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.) • payroll employee withholding amount exports • Pension enrollment export (e.g. 401k) • Pension census export (e.g. 401k) • New hire reporting export • Positive pay export • Payroll journal export to G/L, 1 acct structure • Tax payment & filing Interface

Online Training and Support Tools

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see Workforce Ready Customer Training Options for more information on training roles and available content.

Assumptions

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated. The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a Workforce Ready Order Form is executed by the Customer.
- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos SaaS, Inc. ("Kronos") agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.4.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;

(c) Customer shall return any rented Equipment as provided in Section 9.1 below;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content. Kronos will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were

accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all

such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4.6 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.kronos.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation.* Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-

related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *.pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

7.5 Technical Account Manager. Customers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- (a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- (c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- (e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- (f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- (a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Equipment with Finger Scan Sensor Technology.* The following terms apply only to any Equipment with finger scan sensor technology purchased by Customer from Kronos or a Kronos reseller ("Finger Scan Equipment"):

- (a) To the extent that any biometric privacy laws may apply to Customer's use of the Finger Scan Equipment, Customer warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Customer further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Customer further warrants that it will ensure that any releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Kronos and its authorized subcontractors.
- (b) Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, "Kronos Indemnitees") for any claims, damages, penalties or fines asserted or awarded against a Kronos Indemnitee arising out of or relating to Customer's breach of any of the foregoing warranties in section 9.3(a) above. Upon receipt of notice of such a claim, Customer shall assume sole control of the defense and settlement of such claim; provided that

(i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer's sole cost and expense.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with Kronos' standard maintenance windows, or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (c) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as

just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.kronos.com/products/workforce-ready/subprocessors>

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in

any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its

own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kronos is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

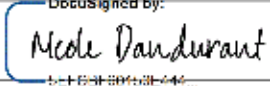
17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH

AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

17.10 No third party beneficiaries exist under this Agreement.

17.11 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Customer
Dated:
By:
Name:
Title:

Kronos SaaShr, Inc.
Dated: 2/27/2020
By: Nicole Dandurant
Name: 
Title: Order Processing Analyst

Payroll Services Addendum

This Payroll Services Addendum, and all included exhibits, schedules, attachments or other addenda (the **"Addendum"**) is made part of the Kronos Workforce Ready Software-as-a-Service Agreement (the **"Agreement"**) and governs the provision of the Workforce Payroll Services (the **"Payroll Services"**) by Kronos SaaS, Inc. (**"Kronos"**) to Customer and, if applicable, any of Customer's Covered Entities (**"Customer"**).

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the **"WFR Platform"**). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the **"Covered Entities"**), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Addendum. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Addendum are defined in the Agreement.

General Terms and Conditions

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the Agreement and this Addendum, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer's payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS's standard fees for certain miscellaneous services, such as W2/1099 printing, fees for tax accounts with an "applied for" status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, stop payment fees (for Customers purchasing Kronos SmartCheck) and preparing/filing of amended returns, can be found in the Payroll Services Pricing Exhibit located at <https://www.kronos.com/kronos-payroll-services-miscellaneous-pricing-schedule-August2019> —(**"Payroll Services Pricing Exhibit"**). Customer will submit payroll and tax monies via one of two funding methods (**"Funding Method"**): (i) Automated Clearing House (**ACH**) funding, or (ii) draw down wire (**"Draw Down Wire"**) funding. Customer is only eligible for ACH funding if approved by Kronos. Customer will be required to utilize the Draw Down Wire Funding Method if Customer is not approved for ACH funding.
- b. Customer will submit the payroll information to Kronos in the format and including the

information specified by Kronos from time to time. Submission is expected to occur two (2) Business Days prior to Customer's scheduled check date. "**Business Day**" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association ("**NACHA**") operating rules ("**Applicable Law(s)**"). The deadline for Customer's submission of payroll is determined by the applicable Funding Method. On the date Customer's payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer's scheduled check data may result in the requirement to utilize an alternative Funding Method, delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit services, Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer's scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day. Customer agrees to be bound by the then-current NACHA operating rules. "**ACH**" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via the applicable Funding Method and in accordance with the terms of this Agreement to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "**Customer Account**") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "**Payroll Services Accounts**"), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("**EFT**") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Addendum, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including

without limitation, failure to collect due to non-sufficient funds or other funding issues (“NSF”). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).

- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing “Applied For” status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. **Kronos SmartCheck** – means the Payroll Services with the issuing of employee payroll checks from Kronos Payroll Services Accounts. This service is only available if Kronos Payroll Services with Kronos SmartCheck appears on Customer’s Order Form. If Customer uses Kronos Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by Kronos for distribution.
- b. **Check Printing and Fulfillment Services.** - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer’s bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks. Unless Customer has purchased Kronos SmartCheck, employee payroll checks will be drawn on the Customer’s bank account.
- c. **ACH Child Support & Third Party Vendor Processing** - means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees.
- d. **W2 Filing** - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- e. **1099 Filing**- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for Kronos to timely fulfill its obligations.
- f. **New Hire Reporting** – means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. Kronos will only report new hires to States that will accept electronic filing.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Addendum.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the Agreement. The Fees set forth in the Payroll Services Pricing Exhibit are subject to change after the Initial Term (as defined in the Agreement) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Addendum, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Addendum, each party's use and disclosure of tax return information pursuant to or in connection with this Addendum shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by

Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Addendum and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Addendum and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Addendum upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations All monies caused to be transferred by Kronos on behalf of Customer will be funded via the applicable Funding Method initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any agreements necessary to allow Kronos to cause the initiation of the Funding Method to and from Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of the Funding Method, then Customer's payroll and related services will be delayed or suspended. Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to Customer's failure to properly fund its account or its other prevention of Kronos from effecting the Funding Method. For quarter end and year end reconciliation purposes, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as a Funding Method on an exception-only basis. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that other Funding Method(s) are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the other Funding Method(s), or (c) Customer is approved for ACH Funding but fails to submit payroll timely or submits a payroll that exceeds the approved ACH limit. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to

Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to exception processing, except to the extent arising from Kronos' gross negligence or willful misconduct.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Funding Method request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. For customers funding via Draw Down Request or by Direct Wire on an exception basis as noted above, all payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorizes Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of test transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all drawdown requests and standard ACH transfers received from Kronos and/or its agent, (b) promptly notify Kronos of any discrepancies between transaction amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges

associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Addendum, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Addendum with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than five (5) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Addendum. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Addendum by Customer.

4.9 **Credentialing.** Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Addendum, and the Agreement, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Addendum and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Addendum). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the Agreement. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Addendum. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Addendum shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular

jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Addendum.

Article 7. Effects of Termination

7.1 If this Addendum is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the Agreement, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this Agreement.

Article 8. Indemnification

8.1 Customer will, at its own expense, indemnify, defend and hold Kronos and its third-party technology suppliers and each of their respective directors, officers, employees, agents and independent contractors (the "**Kronos Indemnified Parties**") harmless from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party ("**Claims**") arising from or related to: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any agreement, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. Kronos will cooperate fully (at Customer's expense) in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any such Claims, including, without limitation, any such amounts awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim. Customer's indemnity under this Section 8.1 shall survive the termination of this Addendum.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Addendum. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense

and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS ADDENDUM AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS ADDENDUM. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Effective Date: _____

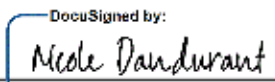
Customer

By: _____

Name: _____

Title: _____

Kronos

By: _____

 DocuSigned by:
 Nicole Dandurant
 3EFCBF60130E444...

Name: _____

Title: _____ Order Processing Analyst

Attachment 1

Covered Entities

Company Name	FEIN	Address	City	State	Zip

ATTACHMENT A

Addendum to Contract
with
The City of Starkville, Mississippi

The City of Starkville, Mississippi ("City"), a municipal corporation existing under the laws of the State of Mississippi, despite any contrary provision(s) contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
3. The City does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100
4. The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, et seq.
5. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100
City of Jackson v. Wallace, 196 So. 223 (1940)
6. The City does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100
7. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)

8. Provisions that limit the time for the City to pursue legal actions are deleted and void.
Miss. Const. Art 4, § 104
Miss. Const. Art. 4 § 100
Miss. Code Ann. § 15-1-5
9. The City does not agree to submit to binding arbitration.
10. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.
Miss. Code Ann. § 31-7-305.
11. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.
Miss. Const. Art. 7, § 183
Miss. Const. Art. , § 258
Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)
12. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein. Such laws, regulations and policies control, and supersede any non-disclosure or confidentiality provisions of any contract with the City.
Miss. Code Ann. § 25-61-1, et. seq.
13. Any Contractor/Seller doing business with City shall comply all applicable local, state, and federal ethics, bid, nepotism and employment laws.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.

DocuSigned by:

5EFCBF60150E444...

Signature

Nicole Dandurant

By: Name

Order Processing Analyst

Its: Title



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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 17, 2020

Page: 1

SUBJECT:

Request authorization to advertise for the Director of Parks and Recreation position in the Parks and Recreation Department, and authorization to hire David D'Aquila with DD Consulting as a part-time employee until the position is filled.

AMOUNT & SOURCE OF FUNDING:

Exempt Grade 16, Salary Range of \$67,000 (\$32.21 per hour) - \$75,000 (\$36.06 per hour)

David D'Aquila - This position will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$32.00 per hour. This position will be eligible for PERS match.

FISCAL NOTE:

Budgeted from line item # 001-550-420-103

AUTHORIZATION HISTORY:

This position was previously held by Gerry Logan who resigned.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

D. Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise for the Director of Parks and Recreation position in the Parks and Recreation Department, and authorization to hire David D'Aquila with DD Consulting as a part-time employee until the position is filled.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 3/17/2020
PAGE: 1 of 20**

SUBJECT: Request approval of the lowest quote of \$29,787.92 for camera software and video storage.

AMOUNT & SOURCE OF FUNDING: Costs associated with the purchase have been budgeted for, and will come from acct# 001-123-918-805

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This software and storage package is necessary to manage the City's security camera system, provide the legally required storage of 30 days for video, and allow the sharing of other entities' video feeds into the City's system.

STAFF RECOMMENDATION: Staff recommends approval.



Phone Mobile
Devlin.Roussel@convergent.com

March 9, 2020

City of Starkville Mississippi
Starkville MS City Hall
110 W Main St. Starkville, Mississippi 39759
Attention:

Quotation: DR04258965P
RFP#:
License/Cert

Reference: City Genetec Migration

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergent will work with the city's IT Staff to set up the city's instance of Genetec Stratocast and to add and configure the city's 80 existing cameras. Convergent will do this work remotely.

Convergent will go on site for 8 hours to train the City's IT staff and Police Department users. The Training will be provided in 2 2hour blocks on the same day.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	1.00	SCS-Base_1Y	Genetec Security Center SaaS Base Package. Includes 16 entities (cameras, readers, federated sites, intercoms), five (5) Security Desk client connection, five (5) Mobile client connections, five (5) Web client connections, Alarm Management, Advanced Reporting, System Partitioning, Incident Reports, and Dynamic Map Support for one tenant. Active Directory, Threat Level, Import Tool and Visitor Management modules are also included as well as Plan Manager for up to 25 entities, and Advanced Plan Manager for GIS Map servers.	\$ 1,508.78	\$ 1,508.78
2	1.00	SCS-PM-STD-100_1Y	Subscription for Plan Manager for up to 100 entities (cameras, doors, intrusion panels, custom entities). Supports vector-based maps (PDF), alarm management, PTZ control and field of view, customizable entity states, simple Bing maps support.	\$ 579.72	\$ 579.72
3	80.00	ST-STD-1Y-N1Y	1 Yearly Stratocast camera STANDARD subscription. Supports up to 1920x1080 resolution, up to 600 kbps bit rate and up to 10 FPS with 7 days cloud storage. Verify SDL for cloud camera compatibility.	\$ 173.43	\$ 13,874.40
4	1,840.00	ST-S1D-1Y-N1Y	1 day of additional video retention for yearly Stratocast camera STANDARD subscription.	\$ 2.89	\$ 5,317.60
5	1.00	CLR-PLAN25-US_1Y	Genetec Clearance Plan 25 - includes 25 new cases per month, 600GB of storage and an unlimited number of user accounts. Software upgrades and e-mail support are included. Account data is stored in the United States.	\$ 3,445.94	\$ 3,445.94

Equipment Total	\$ 24,726.44
Total Labor/Other Costs	\$ 4,319.57
Freight/Warranty	\$ 741.91
Tax if Applicable	\$ 0.00
Total Project Price	\$ 29,787.92

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 29,787.92

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Devlin Roussel

Convergent Technologies

Devlin Roussel

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

March 9, 2020

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within forty-five (45) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within forty-five (45) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate pursuant to Mississippi code section 31-7-305, and may avail itself of any other legal or equitable remedy.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force

Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, , SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be first subject to mediation.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

City of Starkville

Project Location
City of Starkville
110 W Main Street
Starkville, AL 39759

Genetec Cloud Based Security System

Proposal No.: 121256.0
PM Approved

Prepared For
Scott Grice
Principal Systems Administrator



PO Box 6487
Mobile, AL 36660
AL — Alarm: 1090 | LA — Alarm: F175



J&R Systems Integrators DBA Security 101 Mobile
PO Box 6487
Phone: 251-471-4323
Fax: 251-471-9711
Website: www.Security101.com

Thursday, October 17, 2019

Scott Grice
City of Starkville
110 W Main Street
Starkville, AL 39759

Re: Genetec Cloud Based Security System

Dear Scott Grice:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

John Gibson
Owner
jgibson@security101.com
Cell Phone: 251-295-2760

This is a cloud based system with 30 days of camera storage in the cloud, 25 new clearance cases month, GPS mapping extended up to 100 entities, with cloud command center included. All network connectivity to the cloud is provided by the customer and is full responsibility of the customer. Proposal includes installation programming and set up, and 1 day of training that will be broken into several different training classes at different training levels. This proposal covers all software subscriptions and cloud storage for 30 days for a period of one year, after 1 year the system will have to be renewed at the according prices, currently that price would be the equivalent of the equipment listed in this quote, \$24,071.50 that would be billed yearly before the current systems year ended.

Video System

Head Ends

Cloud Software, Services, and Storage

IP Camera License	80	1 Yearly Stratocast camera STANDARD subscription. Supports up to 1280x720 resolution, with 7 days cloud storage. Verify SDL for cloud camera compatibility. (Genetec part number ST-STD-1Y-N1Y)
IP Camera License	1840	1 day of additional video retention for yearly Stratocast camera STANDARD subscription. (Genetec part number ST-S1D-1Y-N1Y)
Video Software Option #1	1	Subscription for Plan Manager for up to 100 entities (cameras, doors, intrusion panels, custom entities). Supports vector-based maps (PDF), alarm management, PTZ control and field of view, customizable entity states, simple Bing maps support. (Genetec part number SCS-PM-STD-100_1Y)
Video Software Option #2	1	Genetec Clearance Plan 25 - includes 25 new cases per month, 600GB of storage and an unlimited number of user accounts. Software upgrades and e-mail support are included. Account data is stored in the United States. (Genetec part number CLR-PLAN25-US_1Y)
Viewing Software	1	Genetec Security Center SaaS Base Package. Includes 16 entities (cameras, readers, federated sites, intercoms), five (5) Security Desk client connection, five (5) Mobile client connections, five (5) Web client connections, Alarm Management, Advanced Reporting, System Partitioning, Incident Reports, and Dynamic Map Support for one tenant. Active Directory, Threat Level, Import Tool and Visitor Management modules are also included as well as Plan Manager for up to 25 entities, and Advanced Plan M (Genetec part number SCS-Base_1Y)

Qty.	Part Description (Manufacturer – Part Number)	Unit Price	Extended Price	Discount Amount	Final Price
1	Genetec Clearance Plan 25 - includes 25 new cases per month, 600GB of storage and an unlimited number of user accounts. Software upgrades and e-mail support are included. Account data is stored in the United States. (Genetec – CLR-PLAN25-US_1Y)	\$4,462.50	\$4,462.50	(\$892.50)	\$3,570.00
1	Genetec Security Center SaaS Base Package. Includes 16 entities (cameras, readers, federated sites, intercoms), five (5) Security Desk client connection, five (5) Mobile client connections, five (5) Web client connections, Alarm Management, Advanced Reporting, System Partitioning, Incident Reports, and Dynamic Map Support for one tenant. Active Directory, Threat Level, Import Tool and Visitor Management modules are also included as well as Plan Manager for up to 25 entities, and Advanced Plan M (Genetec – SCS-Base_1Y)	\$1,953.88	\$1,953.88	(\$390.78)	\$1,563.10
1	Subscription for Plan Manager for up to 100 entities (cameras, doors, intrusion panels, custom entities). Supports vector-based maps (PDF), alarm management, PTZ control and field of view, customizable entity states, simple Bing maps support. (Genetec – SCS-PM-STD-100_1Y)	\$693.00	\$693.00	(\$138.60)	\$554.40
1840	1 day of additional video retention for yearly Stratocast camera STANDARD subscription. (Genetec – ST-S1D-1Y-N1Y)	\$3.47	\$6,384.80	(\$1,269.60)	\$5,115.20
80	1 Yearly Stratocast camera STANDARD subscription. Supports up to 1280x720 resolution, with 7 days cloud storage. Verify SDL for cloud camera compatibility. (Genetec – ST-STD-1Y-N1Y)	\$207.32	\$16,585.60	(\$3,316.80)	\$13,268.80
					\$24,071.50

Does not include the marketing package that was a part of the demo and presentations, it can be added at a later time.

Bill to: City of Starkville
110 W Main Street
Starkville, AL 39759

Ship to: Attn: Scott Grice
City of Starkville
110 W Main Street
Starkville, AL 39759

Video System	
INSTALLATION	\$5,450.00
EQUIPMENT	\$24,071.50
MATERIALS	\$0.00
WARRANTY	\$299.00
SHIPPING	\$0.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$29,820.50
GRAND TOTALS	
INSTALLATION	\$5,450.00
EQUIPMENT	\$24,071.50
MATERIALS	\$0.00
WARRANTY	\$299.00
SHIPPING	\$0.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$29,820.50



Acceptance

Proposal #121256.0 Genetec Cloud Based Security System

For the amount of **\$29,820.50**

This proposal dated Thursday, October 17, 2019 is valid until Tuesday, December 17, 2019

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

50% upon Deposit

50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

AL — Alarm: 1090 | LA — Alarm: F175

City of Starkville

J&R Systems Integrators DBA Security 101 Mobile

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. If the preponderance of the agreement is paid to Security 101, its an understood that it can and will take the place of any release of obligation for Security 101. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101 Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, its an understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance

company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

13. An administration increase of 3% will be applied for all credit card transactions.

Video System Terms & Conditions

14. A dedicated circuit is recommended for the CCTV system, but not included.

15. Current and future lighting requirements are the responsibility of others.

16. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation

17. An administration increase of 3% will be applied for all credit card transactions.

18. All required installation documents are included.
19. Installation of all required equipment and materials with on-site supervision of project is included.
20. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
21. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
22. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
23. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
24. Client to provide and coordinate 110 VAC electrical service where needed.
25. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
26. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

27. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

28. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

29. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
30. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
31. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: March 17, 2020
PAGE: 1 of 3

SUBJECT: Consideration of selection of Wheeler Roofing as contractor for replacement of roof areas over parks and recreation office and racquetball courts at the Travis Outlaw Center at a cost of \$24,870.00

AMOUNT & SOURCE OF FUNDING:

Quote 1 - \$24,870.00 – Wheeler Roofing

Quote 2 – \$31,137.00 – Hollis Roofing

Funded from 375-551-907-942 Existing Park Improvements (2% Funds)

AUTHORIZATION HISTORY:

The roof areas over the Parks and Recreation office and racquetball courts are in need of replacement. This project will replace those areas but please note that this does not include replacement of the roof over the basketball courts.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of the selection of Wheeler Roofing as contractor for replacement of roof areas over the parks and recreation office and racquetball courts at the Travis Outlaw Center.

Doug Wheeler Roofing, Inc.

P.O. Box 9586 • Columbus, MS 39705-9586
PHONE (662) 328-3625 • FAX (662) 328-6800

February 20, 2020

Travis Outlaw Center
Attn: Trent Helms
405 Lynn Lane
Starkville, MS 39759

Dear Mr. Helms,

To mechanically attached ½ inch insulation board and install 45mil TPO white roof system on both low pitch areas. This total includes all new metal flashing needed and flash all curbs, drains and penetrations with proper TPO flashing material. We will also tear off the existing shingles and replace using GAF Limited Lifetime Architectural shingles the total cost will be \$24,870.00.

We will clean up and haul away all job related debris.

Sincerely,
DOUG WHEELER ROOFING, INC.

Jason Wheeler
DW



Hollis Roofing, Inc. 662-327-4590

P.O. BOX 2229

COLUMBUS, MS 39704

JOB NAME: **Starkville SportsPlex**
405 Lynn Lane
Starkville, MS

Flat roof areas:

Option A: Furnish and install new Firestone UltraPly .060 TPO roof system including .5" rigid cover board, scuppers, & coping, and all applicable flashings at parapets, curbs, & penetrations to meet manufacturer's 10 year warranty requirements

Bid: \$24,000.00

Option B: Clean roof surface with GacoWash, Apply Gaco BleedTrap to modified bitumen roof surfaces, Apply Gaco seam sealer to all flashings and penetrations. Apply Gaco fluid-applied system to entire roof surface & flashings to meet 10-year manufacturer's warranty requirements

Bid: \$15,800.00

Gutter & downspouts:

Furnish and install new 8" commercial prefinished gutter & downspouts to replace existing

Bid: \$18,750.00

Sloped roof area: Remove existing shingles and replace with Tamko 25-year architectural shingles, furnish & install new metal edge

Bid: \$7,137.00

- ESTIMATOR: *Brian Hollis* **-**



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: March 17, 2020
PAGE: 1 of 7

SUBJECT: Consideration of an agreement with Security Solutions for alarm system and fire alarm monitoring at Travis Outlaw Center, Sportsplex concessions and McKee concessions.

AMOUNT & SOURCE OF FUNDING:

\$50 monthly for Travis Outlaw Center and Sportsplex concessions fire alarm monitoring, \$42 monthly for Travis Outlaw Center and Sportsplex concessions alarm system monitoring, and \$42 monthly for McKee Park concessions alarm monitoring. All funds from 001-550-630-426 Building Maintenance/Repairs.

AUTHORIZATION HISTORY: None.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of the agreement with Security Solutions for alarm system and fire alarm monitoring at the Travis Outlaw Center and Sportsplex concessions, and alarm monitoring at McKee Park concessions.



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10th day of March 2020, by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec. McKee Park Concession

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at, McKee Park, (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of

() \$25.00 per month for land line monitoring

() \$32.00 per month for cellular monitoring

(☒) \$42.00 per month for Total Connect.

() _____ other

This Agreement shall be for an initial term of 30 Days and shall automatically be renewed for like periods at the current monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) day prior to the expiration of the original term or renewal term or renewal term thereof, Company may increase the monthly monitoring rate for any renewal period by giving Subscriber thirty (30) days prior notice.

3. Receipt of copy: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

4. Cancellation: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

5. COMPANY IS NOT AN INSURER:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any shall be obtained by subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein;

6. COMPANY LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, OR OTHERWISE OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

7. MONITORING SERVICES: Signals of the alarm system owned by Subscriber at the premise hereinabove set forth shall be monitored by an Independent Monitoring Facility (IMF) to be selected by the COMPANY. If in the opinion of COMPANY, use of alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber. Any monitoring fee charged by IMF shall be paid by COMPANY.

8. RECEIPT OF SIGNAL/RESPONSE: IMF shall make every reasonable effort to do the following:

(a) Upon receipt of a holdup alarm signal transmit the alarm to the police department and notify the Subscriber or his designated representative by calling the telephone number(s) supplied to IMF. IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

(b) Upon receipt of a hold-up alarm signal transmit the alarm to the police department.

(c) UPON RECEIPT OF A SPRINKLER ALARM SIGNAL, WATER FLOW SIGNAL, MANUAL SMOKE OR AUTOMATIC FIRE ALARM SIGNAL, IMF WILL TRANSMIT THE ALARM TO THE FIRE DEPARTMENT AND THEN NOTIFY SUBSCRIBER, OR HIS DESIGNATED REPRESENTATIVES BY CALLING THE TELEPHONE NUMBER(S) SUPPLIED TO IMF IN WRITING BY SUBSCRIBER.

(d) Upon receipt of an emergency alert signal, transmit the alarm to the person and/or entities designated by Subscriber information provided to IMF.

(f) Upon receipt of a request for service from subscriber, IMF WILL RELAY REQUEST TO COMPANY.

9. TRANSMISSION LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to IMF's central station when a digital communicator is used. Subscriber acknowledges that if a digital communicator is used for the purposes of transmitting alarm signals from Subscriber's premises to IMF's central station that the signals from system are transmitted over Subscriber's regular telephone service and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, interruption will not be known to COMPANY or IMF. Subscriber further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond control and jurisdiction of COMPANY and IMF, and are maintained and serviced by the applicable telephone or utility. COMPANY, at its option may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to IMF's central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY's sole option. Subscriber further acknowledges that radio frequency transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY and IMF.

10. COMPANY'S COMMUNICATOR: If COMPANY has provided the communicator pursuant to Section 1, the communicator shall at all times remain the sole property of COMPANY. COMPANY's sole service obligation shall be to make repairs to the communicator caused by ordinary wear and tear or malfunction. Repairs necessitated by other cause including Subscriber misuse or accident shall be paid for by Subscriber.

11. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, COMPANY may in its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving of (10) days written notice to Subscriber. COMPANY's excuse from performance shall not effect right to recover damages from Subscriber. In the event of fine, penalty or fee being assessed against COMPANY or IMF by any government or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of the COMPANY and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment thereof, nor shall any or all of such alarms excuse any of the Subscribers as set forth in this Agreement.

12. INTERRUPTION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, internet service, cellular service, or other acts of God, or for any other cause beyond the control of the COMPANY will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This agreement may be suspended or cancelled, without notice at the operation of COMPANY, if IMF's Central Station or Subscriber's premises or equipment are destroyed or substantially damaged so that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by a governmental authority.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises, and test this system periodically during the term of this agreement. Subscriber shall immediately report to COMPANY any

claimed inadequacy as a failure of the system or service. Subscriber agrees to furnish COMPANY with any changes, revisions, and notifications to Subscribers information in writing, when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions. Subscriber shall turn off or remove all things animate, including but not limited to all air forced heaters, air conditioners, horns, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the system is on. Subscribers shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay each service call at the COMPANY'S prevailing rate with a one-hour minimum charge. Subscriber shall obtain, pay for, and keep in full force and effect, all necessary licenses and permits for the installation and use of alarm system during the original term and any renewal term of this agreement.

15. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provide within forty five (45) days after the same is due and payable or Subscriber fails to perform any other prevision hereof within the ten (10) days after, COMPANY shall have requested in writing performance hereof or COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscribers and continue to monitor the system in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; (b) Discontinue monitoring with five (5) days written notice and recover from Subscriber all sums COMPANY may be entitled to under law; (c) such other remedies as may be permitted under Mississippi law.

16. DELINQUENCY RECONNECT CHARGES: In the event any payment due hereunder is more than FORTY FIVE (45) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency pursuant to Mississippi Code Section 31-7-305 If the alarm system is deactivated because of Subscribers past due balance, and if Subscriber desires to have the system feactivated, Subscriber agrees to pay in advance to COMPANY a reasonable amount that shall be determined by COMPANY.

17. TERMINATION: Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY's communicator.

19. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. INVALID PROVISION: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. ENTIRE INTERGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER: This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties reply only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. MAINTENANCE OF SIGNAL SYSTEM - Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

24. DUTY ON REMOVAL OF SYSTEM - Company is under no obligation to repair or redecorate any portion of Subscriber's building or home upon removal of Company's system from the home or building.

25. NO WAIVER - The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effects as in no such forbearance or waiver had occurred.

27. GOVERNING LAW - It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

28. VENUE - It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: _____

BY: _____

SSN: _____



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10th day of March 2020, by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec Travis Outlaw Intrusion

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at, Lynn Lane, (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of

() \$25.00 per month for land line monitoring

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() _____ other

This Agreement shall be for an initial term of 30 Days and shall automatically be renewed for like periods at the current monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) day prior to the expiration of the original term or renewal term or renewal term thereof, Company may increase the monthly monitoring rate for any renewal period by giving Subscriber thirty (30) days prior notice.

3. Receipt of copy: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

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5. COMPANY IS NOT AN INSURER:

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17. **TERMINATION:** Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY's communicator.

19. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. **INVALID PROVISION:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. **ENTIRE INTERGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties reply only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. **MAINTENANCE OF SIGNAL SYSTEM -** Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

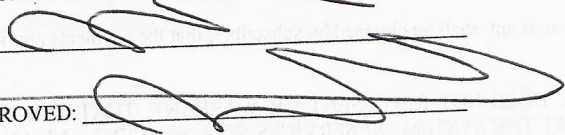
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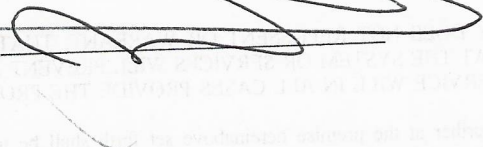
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27. **GOVERNING LAW -** It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

28. **VENUE -** It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: _____

BY: _____

SSN: _____



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10 day of March 2020, by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec Trans Center Center Fire alarm

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at, Lynn Lane, (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of

() \$25.00 per month for land line monitoring

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() \$42.00 per month for Total Connect.

(☒) \$50.00 other

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4. Cancellation: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

5. COMPANY IS NOT AN INSURER:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any shall be obtained by subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein;

6. COMPANY LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, OR OTHERWISE OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

7. MONITORING SERVICES. Signals of the alarm system owned by Subscriber at the premise hereinabove set forth shall be monitored by an Independent Monitoring Facility (IMF) to be selected by the COMPANY. If in the opinion of COMPANY, use of alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber. Any monitoring fee charged by IMF shall be paid by COMPANY.

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(a) Upon receipt of a holdup alarm signal transmit the alarm to the police department and notify the Subscriber or his designated representative by calling the telephone number(s) supplied to IMF. IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

(b) Upon receipt of a hold-up alarm signal transmit the alarm to the police department.

(c) UPON RECEIPT OF A SPRINKLER ALARM SIGNAL, WATER FLOW SIGNAL, MANUAL SMOKE OR AUTOMATIC FIRE ALARM SIGNAL, IMF WILL TRANSMIT THE ALARM TO THE FIRE DEPARTMENT AND THEN NOTIFY SUBSCRIBER, OR HIS DESIGNATED REPRESENTATIVES BY CALLING THE TELEPHONE NUMBER(S) SUPPLIED TO IMF IN WRITING BY SUBSCRIBER.

(d) Upon receipt of an emergency alert signal, transmit the alarm to the person and/or entities designated by Subscriber information provided to IMF.

(f) Upon receipt of a request for service from subscriber, IMF WILL RELAY REQUEST TO COMPANY.

9. TRANSMISSION LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to IMF's central station when a digital communicator is used. Subscriber acknowledges that if a digital communicator is used for the purposes of transmitting alarm signals from Subscriber's premises to IMF's central station that the signals from system are transmitted over Subscriber's regular telephone service and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, interruption will not be known to COMPANY or IMF. Subscriber further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond control and jurisdiction of COMPANY and IMF, and are maintained and serviced by the applicable telephone or utility. COMPANY, at its option may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to IMF's central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY's sole option. Subscriber further acknowledges that radio frequency transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY and IMF.

10. COMPANY'S COMMUNICATOR: If COMPANY has provided the communicator pursuant to Section 1, the communicator shall at all times remain the sole property of COMPANY. COMPANY's sole service obligation shall be to make repairs to the communicator caused by ordinary wear and tear or malfunction. Repairs necessitated by other cause including Subscriber misuse or accident shall be paid for by Subscriber.

11. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, COMPANY may in its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving of (10) days written notice to Subscriber. COMPANY's excuse from performance shall not effect right to recover damages from Subscriber. In the event of fine, penalty or fee being assessed against COMPANY or IMF by any government or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of the COMPANY and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment thereof, nor shall any or all of such alarms excuse any of the Subscribers as set forth in this Agreement.

12. INTERRUPTION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, internet service, cellular service, or other acts of God, or for any other cause beyond the control of the COMPANY will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This agreement may be suspended or cancelled, without notice at the operation of COMPANY, if IMF's Central Station or Subscriber's premises or equipment are destroyed or substantially damaged so that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by a governmental authority.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises, and test this system periodically during the term of this agreement. Subscriber shall immediately report to COMPANY any

claimed inadequacy as a failure of the system or service. Subscriber agrees to furnish COMPANY with any changes, revisions, and notifications to Subscribers information in writing, when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions. Subscriber shall turn off or remove all things animate, including but not limited to all air forced heaters, air conditioners, horns, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the system is on. Subscribers shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay each service call at the COMPANY'S prevailing rate with a one-hour minimum charge. Subscriber shall obtain, pay for, and keep in full force and effect, all necessary licenses and permits for the installation and use of alarm system during the original term and any renewal term of this agreement.

15. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provide within forty five (45) days after the same is due and payable or Subscriber fails to perform any other prevision hereof within the ten (10) days after, COMPANY shall have requested in writing performance hereof or COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscribers and continue to monitor the system in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; (b) Discontinue monitoring with five (5) days written notice and recover from Subscriber all sums COMPANY may be entitled to under law; (c) such other remedies as may be permitted under Mississippi law.

16. DELINQUENCY RECONNECT CHARGES: In the event any payment due hereunder is more than FORTY FIVE (45) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency pursuant to Mississippi Code Section 31-7-305 If the alarm system is deactivated because of Subscribers past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to COMPANY a reasonable amount that shall be determined by COMPANY.

17. TERMINATION: Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY's communicator.

19. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. INVALID PROVISION: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. ENTIRE INTERGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER: This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties reply only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. MAINTENANCE OF SIGNAL SYSTEM - Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

24. DUTY ON REMOVAL OF SYSTEM - Company is under no obligation to repair or redecorate any portion of Subscriber's building or home upon removal of Company's system from the home or building.

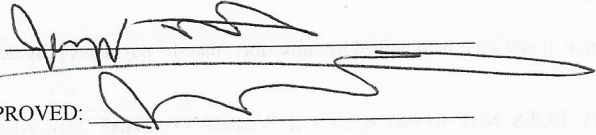
25. NO WAIVER - The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effects as in no such forbearance or waiver had occurred.

27. GOVERNING LAW - It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

28. VENUE - It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY:



APPROVED:



SUBSCRIBER

BY:

BY:

SSN:



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: March 17, 2020
PAGE: 1 of 22

SUBJECT: Consideration of an agreement with Perry Weather for a Weather Station for use at the Sportsplex during youth recreational games and other events.

AMOUNT & SOURCE OF FUNDING:

Free for the first year. \$1500 annually for software use after the first year to come out of 001-550-501-415 Sports Programs.

AUTHORIZATION HISTORY:

Perry Weather approached the City of Starkville to offer a free year of use of one of their Weather Station units (specifications attached to the agenda item), then a cost of \$1,500 annually for software usage after the first year. With the coming addition of Cornerstone Park, Perry Weather offered this free unit as a way to test their product in advance of expected additional needs for this type of product/service in the future.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, 662-323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of the agreement with Perry Weather for a Weather Station to be used at the Sportsplex during youth recreational games and other events.



Addendum A To Perry Weather Terms and Conditions

CLIENT	city of starkville
DATE	
CLIENT REP	
TITLE	
EMAIL ADDRESS	
PHONE NUMBER	
TERMS	See Terms and Conditions
INVOICE #	INV-0910
PERRY WEATHER REP	Brooks Middleton
EMAIL ADDRESS	brooks@perryweather.com
PHONE NUMBER	469-546-5082

CONTRACT DATES	START DATE	END DATE
3 Years	3/17/2020	3/17/2023

ITEMIZED DESCRIPTION	FEE
See attached invoice	\$0.00

HERE IS ADDENDUM A OF TERMS & CONDITIONS. Subject to the conditions noted: Prices stated within will become final upon the signature of both Terms and Conditions & Addendum A.

X _____

Perry Weather, Title

Date

X _____

Client, Title

Date



PERRY WEATHER TERMS & CONDITIONS

1. **DEFINITIONS.** For the purpose of these terms and conditions, the following terms have the following meaning:
 - Perry Weather. Perry Weather Consulting Inc.
 - Customer. The person or persons entering into this agreement with Perry Weather.
 - Software. Perry Weather manufactured Software used for retrieving and analyzing weather information.
 - Hardware. Perry Weather manufactured Hardware used for retrieving and analyzing weather information.
 - Meteorological Consulting. The weather forecasts, consulting, or training services provided by Perry Weather to the Customer.
2. **PAYMENT.** The Customer agrees to payment terms detailed in Addendum A. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late: (b) Payment should be made to:
 Perry Weather
 3720 Canton St, Suite 101
 Dallas, TX 75226
3. **TERM AND TERMINATION.** The Software shall have an initial term as specified in Addendum A. Unless otherwise specified in Addendum A, the Software subscription shall automatically renew for successive 12-month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term.
4. **WARRANTY.** (a) Software. Perry Weather warrants that in the Software provided by it shall conform in all materials respects to Perry Weather published specifications for a period of 90 days from date of contract. In the event a software malfunction or bug is discovered or reported, Perry Weather will, at its option, repair the issue in a timely manner. (b) Hardware. Perry Weather warrants that in the Hardware provided by it shall conform in all materials respects to Perry Weather published specifications for a period of three (3) years from date of delivery under this contract. This warranty is extended only to the original purchaser and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover damage that occurs in shipment or failures that are caused by products not supplied by the warrantor or failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, lightning, line power surge, or commercial use of this product or service by anyone other than a Perry Weather Consulting, Inc. authorized representative, or damage that is attributable to "Acts of God." (c) Meteorological Consulting. It is understood and agreed that any Meteorological Consulting provided to Customer by Perry Weather pursuant to this agreement are only advisory in nature. As in the case of similar products or services provided by the meteorological consulting industry, such Meteorological Consulting services are in part based on data provided by third parties and customer input. Therefore, Perry Weather cannot and does not warrant or assume responsibility for the accuracy of the Meteorological Consulting provided by Perry Weather based on such data. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or product furnished by Perry Weather hereunder, and Perry Weather assumes no responsibility for the correctness or accuracy of the same, except to the extent that such inaccuracies are caused by the willful misconduct of Perry Weather. From time to time Perry Weather may reasonably change or replace Meteorological Services without notice and as it deems necessary when updating its products or services.
5. **DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED IN SECTION 4 ABOVE, PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT PERRY WEATHER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES AND PERRY WEATHER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.
6. **LIGHTNING DISCLAIMER.** Experience has shown that the resolution, timelines, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lighting and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Perry Weather, and/or its data providers.
7. **LIABILITY.** Customer and subsequent users of Software and Hardware agree to waive any liability of Perry Weather for damage caused by Software and Hardware operation on any premises.
8. **LIMITATION OF LIABILITY.** Except for damages caused by Perry Weather willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Perry Weather limits or disclaims liability related to the manufacture, delivery, or use of the Hardware, the Software and/or supplies used in connection with the Hardware or the provision of services for the equipment, as follows: (a) For direct damages, Perry Weather liability is limited to the amounts paid by Customer for the Hardware, Software, or installation giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Perry Weather disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.



- 9. DATA RIGHTS.** Perry Weather hereby grants to Customer a single, non-exclusive license to use any Software furnished to Customer hereunder for Customer's use. This license shall not include any right to assign, sublicense, distribute or otherwise transfer such license. No title to or ownership of the Software or any unmodified parts thereof is transferred to Customer under this license. Customer shall not copy any Software in whole or in part in any visual or machine-readable form, except to the extent such copying is necessary in connection with Customer's use of the Software, or for correcting, generating, or modifying the Software for Customer's authorized use.
- 10. PATENTS AND COPYRIGHTS.** Perry Weather will indemnify Customer as to any rightful claim that Customer's use or sale of Products infringes a United States patent or copyright, provided that Customer gives Perry Weather prompt written notice of the claim, allows Perry Weather to have sole control of the defense or settlement thereof, and cooperates fully with Perry Weather's defense or settlement. In the defense or settlement of a claim, or if use of the Products is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products; (b) replace or modify the Products so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Products as depreciated and accept return of any goods. Depreciation shall be an equal yearly amount over the lifetime of the Products, as established by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products in modified form or in a manner for which they were not designed; (ii) use of the Products in combination with goods or services not provided by Perry Weather; (iii) use of the Products in practicing any process; or (iv) furnishing to Customer of any information, service or applications assistance. The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products provided by Perry Weather.
- 11. GOVERNING LAW.** The validity, construction, and interpretation of the terms and conditions herein and all rights and duties of Perry Weather and Customer shall be governed by the substantive laws of the State of Texas without regard to conflict of laws rules. Customer and Perry Weather agree that any action brought by Customer against Perry Weather shall be venued only in the State of Texas.
- 12. EXTRAORDINARY CIRCUMSTANCES.** Except for obligations of payment, neither Perry Weather nor the Customer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.
- 13. ENTIRE AGREEMENT.** The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Perry Weather and Customer respecting the subject matter of this Agreement.

Colin Perry, CEO
Perry Weather Consulting Inc.

Customer Signature

Customer Name & Title (PRINTED)

Date

Date



INVOICE

City of Starkville

Invoice Date

Jan 27, 2020

Invoice Number

INV-0910

Reference

Test/Free Trial WxStation

Perry Weather Consulting
Inc.

3720 Canton St.

Suite 101

DALLAS, TEXAS 75226

UNITED STATES

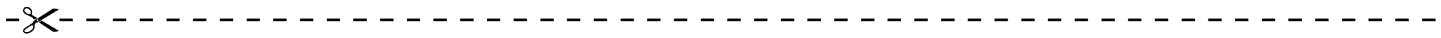
Description	Quantity	Unit Price	Discount	Amount USD
Perry Weather Station -Syncs w/ all Perry Weather software -Temperature & Humidity -WBGT & Heat Index -Wind Speed & Direction -Wind Chill -Precipitation -HD Sky Camera	1.00	4,500.00	100.00%	0.00
Weather Station Data	1.00	275.00	100.00%	0.00
Perry Weather Station Install	1.00	350.00	100.00%	0.00
POCKET PERRY GOLD -Unlimited Mobile App, Web Dashboard, Meteorologist Support -Unlimited Mobile Access (Mobile App + GPS tracking) -Unlimited Alerts (Text Alerts)	1.00	1,500.00	100.00%	0.00
Annual Setup Fee	1.00	89.00	100.00%	0.00
Annual Technology & Data Fee	1.00	230.00	100.00%	0.00
Subtotal <i>(includes a discount of 6,944.00)</i>				0.00
TOTAL USD				0.00

Due Date: Feb 17, 2020

Please Note:

*Price reflected assumes a 3-year agreement

*First year software fees have been waived; annually recurring software rate of \$1,500 per hardware unit + fees will be initiated after 12 months



PAYMENT ADVICE

To: Perry Weather Consulting Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Customer	City of Starkville
Invoice Number	INV-0910
Amount Due	0.00
Due Date	Feb 17, 2020
Amount Enclosed	Enter the amount you are paying above

ATTACHMENT A

Addendum to Contract With The City of Starkville, Mississippi

The City of Starkville, Mississippi (“City”), a corporation existing under the laws of the State of Mississippi, despite any contrary provision contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
3. The City does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
4. The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, *et seq.*
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
5. The City does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI
6. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100

City of Jackson v. Wallace, 196 So. 223 (1940)
Miss. AG Op., Nowak (Nov. 18, 2005)

7. The City does not limit the liability of another party to the amount of the contract or to any other set amount.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Hathorn (May 28, 1992)

8. The City does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law or statutory warranties to which it is entitled.

Miss. Const. Art. 4, § 100
Miss. Code Ann. § 75-2-719
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss AG Op., Long (Feb. 27, 2009)

9. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

10. Provisions that limit the time for the City to pursue legal actions are deleted and void.

Miss. Const. Art 4, § 104
Miss. Const. Art. 4 § 100
Miss. Code Ann. § 15-1-5
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Thomas (Dec. 2, 2003)

11. The City does not agree to submit to binding arbitration.

Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

12. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.

Miss. Code Ann. § 31-7-305.
Miss. AG Op., Meadows (August 18, 2008)
Miss. AG Op., Pearson (November 22, 1993)

13. The City does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential or special.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)

Miss. AG Op., Hathorn (May 28, 1992)

Miss. AG Op., Thomas (Dec. 2, 2003)

14. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.

Miss. Const. Art. 7, § 183

Miss. Const. Art. , § 258

Miss. AG Op., Oldmixon (April 24, 1991)

Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)

15. The City does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.

Miss. AG Op., Chamberlin (Oct. 18, 2002)

16. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein, supersedes any applicable contractual non-disclosure or confidentiality obligations of the City.

Miss. Code Ann. § 25-61-1, et. seq.

17. Any Contractor/Seller of the City shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.



Signature

Colin M. Perry

By: Name

CEO

Its: Title

A PRODUCT OF
perry weather

POCKET PERRY

PROACTIVE WEATHER NOTIFICATION PLATFORM

WHAT IS POCKET PERRY?

Pocket Perry is the industry's most accurate, reliable and user-friendly severe weather and lightning notification platform.

Servicing hundreds of school districts, municipalities, universities, golf courses and businesses nationwide, Perry Weather has been keeping clients safe and informed for the better part of a decade. Offering notification software, hardware and professional meteorological consulting, we are committed to providing the most comprehensive solution tailored to fit your organization's needs.

The Pocket Perry Weather Notification System seamlessly blends proprietary software and hardware to create a truly complete inclement weather alerting system. Perry Weather is proud to provide a reliable, affordable service.



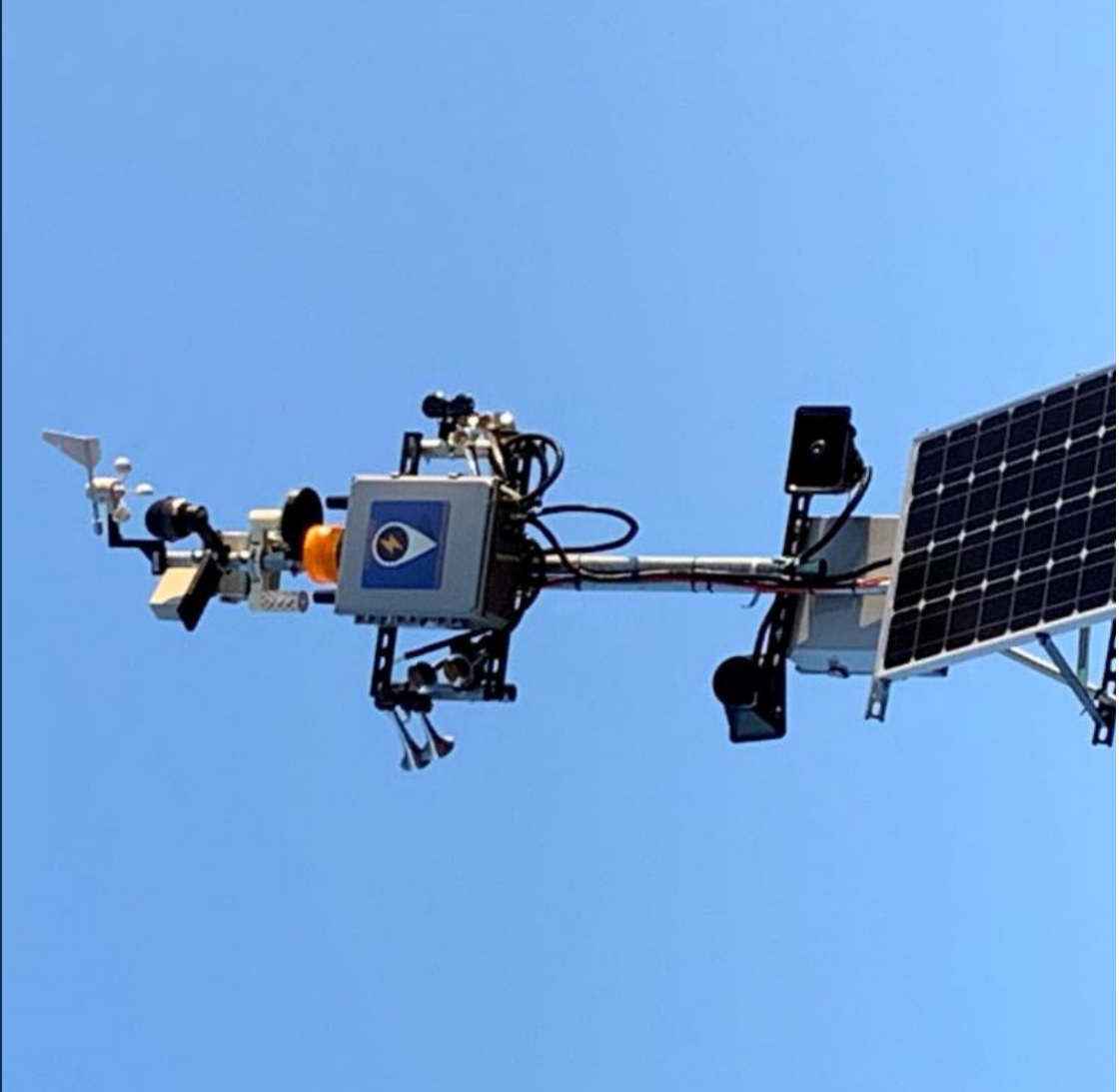
OUR GAME-CHANGING SOFTWARE

Our mobile app and web dashboard provide access to real-time weather information including live radar, lightning mapping, storm tracks and all-clear timers.

Fully customizable software settings ensure that clients receive accurate alerts when, where and how they want them. With multi-location and GPS tracking capability, Pocket Perry enables users to monitor several locations independently for complete peace of mind.



OUR INDUSTRY LEADING HARDWARE



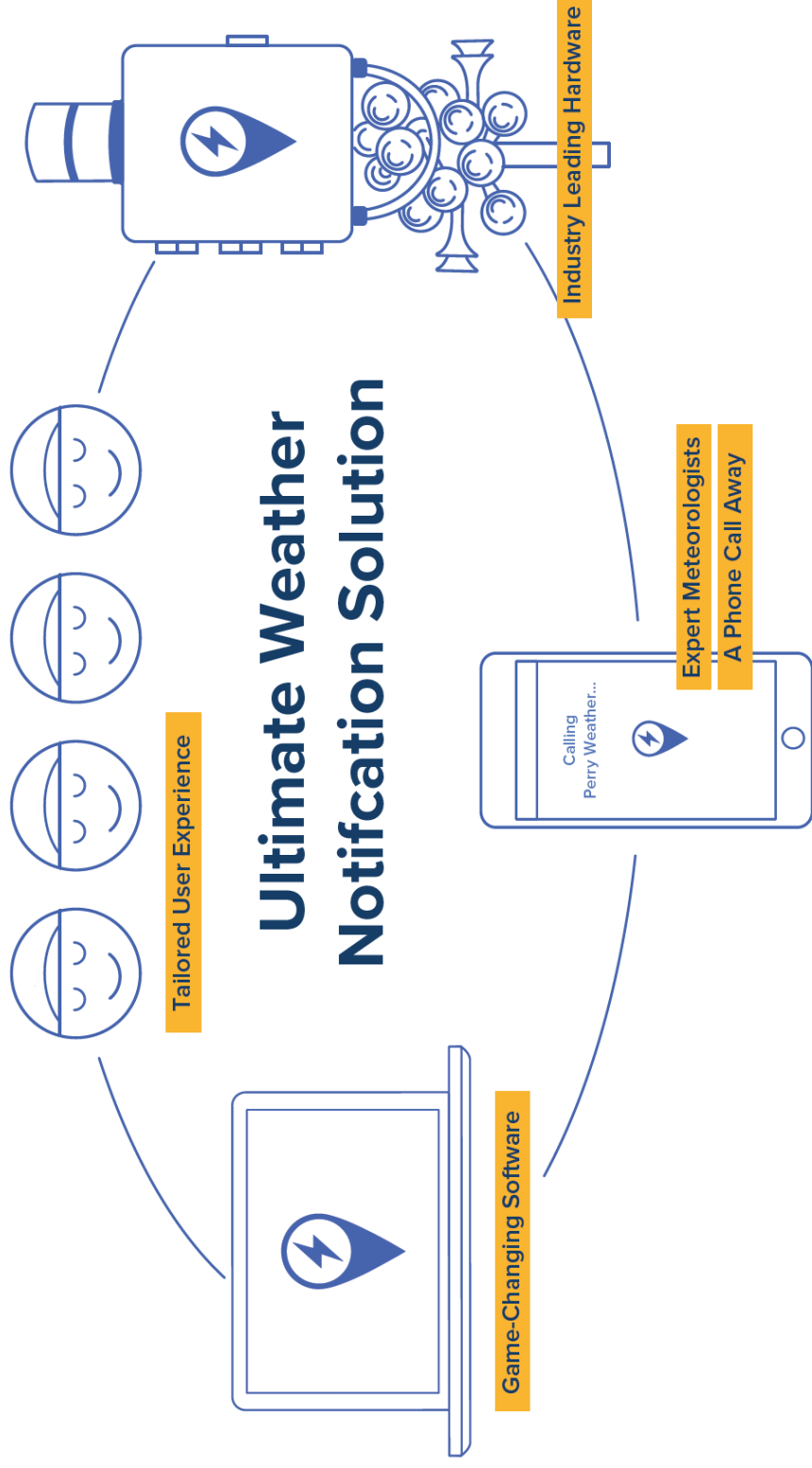
Outdoor Warning Systems add an additional layer of onsite protection, delivering automated siren notifications in the critical moments before athletes and staff are threatened by severe weather. In addition, our one-of-a-kind Public Address System, allows you to send custom emergency messaging to alert anyone onsite. Control your system from the palm of your hand, tailoring the active alert times, warning radius and all-clear timer to fit your specific weather policy.

OUR EXPERT METEOROLOGISTS

When it really matters most, Perry Weather's team of professional meteorologists are always available to assist with forecast consulting. Whether it's late in the ninth inning on a Saturday night or a week away from the big tournament, we're happy to offer expert advice and provide our unique insight.



WORKING TOGETHER SEAMLESSLY



POCKET PERRY IN USE

Late in the seventh inning of the big game, winds begin to pick up just as a well-placed hit in the outfield gap adds excitement to an already thrilling game. Moments later league coordinators receive an alert notifying them that lightning has struck 25 miles away.

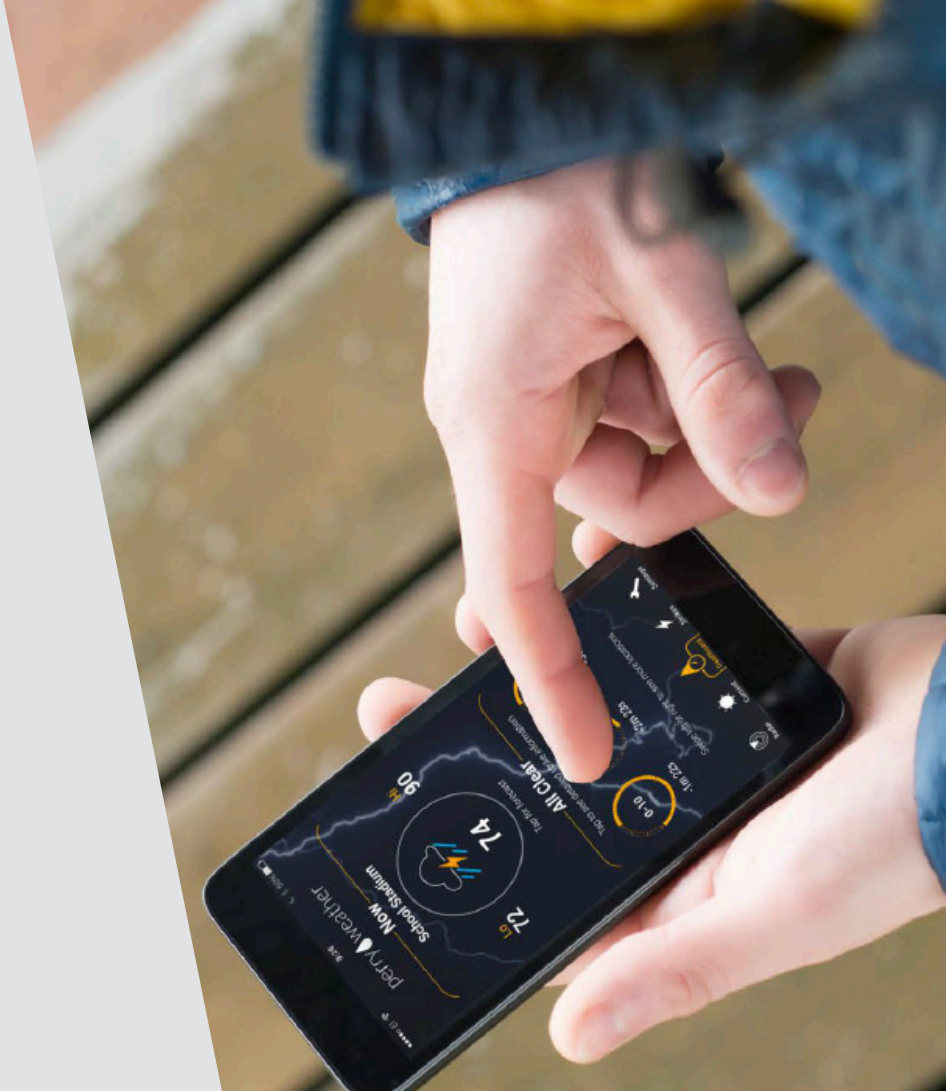
Recreation coordinators quickly check Pocket Perry and see that severe weather will impact the area within 20 minutes. Administrators begin making necessary preparations for an imminent delay, closely monitoring conditions as the teams play on. Minutes later the Outdoor Warning System sounds and play ceases, with players and fans able to safely seek shelter well in advance of the approaching storm. Armed with real-time information officials are able to monitor a live delay timer with confidence, knowing that a professional meteorologist is only a phone call away.



USER BREAKDOWN

PARKS DIRECTOR

Confidently streamline your weather policy with proactive weather alerts for your entire staff. Never worry about missing a strike with Perry Weather's on-site Outdoor Warning System, capable of issuing automated or manual outdoor notifications. Monitor multiple locations for complete peace of mind, regardless of where you and your teams may travel.



USER BREAKDOWN

RECREATION COORDINATOR

Receive automated lightning notifications as storms move inbound. Keep athletes and coaches safe in all conditions with live and future Wet-Bulb Global Temperatures, Heat Index and Wind-Chill values. Real-time weather data and delay timers help you stay informed, confident and prepared.



USER BREAKDOWN



LEAGUE COORDINATORS

Coordinators can receive individualized, location-based alerts when and how they need them. On-field outdoor warning systems and connected Pocket Perry mobile software provide complete coverage. Automated delay timers get teams back on the field safely and as quickly as possible.

USER BREAKDOWN



ADMINISTRATION

Rest easy knowing your players, staff and fans are protected by our elite weather notification software, hardware and professional forecast consulting. Flexible and cost-effective monitoring solutions ensure that every department has access to the protection they deserve. Reach out any time for technical support or a second opinion - we're happy to help!



Thank you for your interest in PocketPerry by Perry Weather. Please give us a call to discuss your unique Proactive Weather Notification System today.

Our Contact Information

email

info@perryweather.com

website

www.pocketperry.com

phone

469.546.5082

address

3702 Canton St, Suite 101

Dallas, TX 75226

12V DC BATTERY BACK-UP

100 WATT SOLAR PANEL

DEDICATED CELLULAR NETWORK

HD (1080p) WIDE ANGLE CAMERA

HISTORICAL ANALYSIS

REAL-TIME POLICY ALERTS

INTEGRATION W/ WEB & MOBILE APP

HIGH-VISIBILITY STROBE (OPTIONAL)

CUSTOMIZATION AVAILABLE

AVAILABLE SENSORS/METRICS

TEMPERATURE

HUMIDITY

WIND SPEED

WIND DIRECTION

WIND CHILL

WETBULB GLOBE TEMPERATURE

HEAT INDEX

PRECIPITATION

AIR QUALITY

SOIL TEMPERATURE

SYNTHETIC TURF TEMPERATURE

OTHER SENSORS AVAILABLE UPON REQUEST

WEATHER STATION (WxS)



STANDALONE WxS





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

AGENDA ITEM DEPT.: Park & Recreation
AGENDA DATE: 03.17.2020
PAGE: 1

SUBJECT: Consideration of rejecting all bids for the J. L. King and Patriot's Park Restroom Facilities and authorization to re-advertise for bids.

AMOUNT & SOURCE OF FUNDING
FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT:

The City received bids for construction of the J. L. King and Patriot's Park Restroom Facilities on 3/10/2020. Three bids were received with the low base bidder being from Byrum Construction, Inc. in the amount of \$572,000.00.

This bid far exceeded our Estimate and Budget. A copy of the bid tabulation is attached.

We are working on revising the construction plans to eliminate any possible items without sacrificing the intent of the project in order to get the project within estimate.

SUGGESTED MOTION: Move for approval of rejecting all bids for the J. L. King and Patriot's Park Restroom Facilities and authorization to re-advertise for bids.

March 13, 2020

VIA EMAIL

City of Starkville
Attn: Mayor Lynn Spruill
110 W Main Street
Starkville, MS 39201

Re: Bid Recommendation for Starkville Parks & Recreation
J.L. King Park and Patriot's Park Restroom Facilities

Mayor and Board of Alderman:

We have conducted an initial review of the bids received on Tuesday, March 10th at 10:00 a.m. for the above referenced projects. Currently, we do not believe the bids are an accurate representation of a fair market price.

We are in the process of conducting further analysis of the prices. However, it is our professional recommendation to reject the current bids. In the meantime we will be determining all options to minimize costs while still providing low maintenance functional buildings.

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,



Robert E. Luke, FAIA, NCARB

REL/bsj

Attachment: Certified Bid Tabulation

cc: Gerry Logan, City of Starkville
Lesa Hardin, City of Starkville
Joanna McLaurin, City of Starkville
Jim Smith, LPK
Caleb Luke, LPK

Certified Bid Tabulation

Starkville Parks & Recreation
J.L. King Park & Patriot's Park - Restroom Facilities
Starkville, MS

March 10, 2020 - 10:00 AM

Project Date: February 5, 2020

Project #: 19-4874

Contractor	Byrum Construction, Inc.	Weathers Construction, Inc.	T & M Steel Erectors, Inc.
Certificate of Responsibility No.	20561-MC	08286-MC	05598-MC
Surety	The Gray Casualty & Surety Company	Fidelity and Deposit Company of Maryland	North American Specialty Insurance Company
Base Bid	\$664,000.00 (Base Bid) \$92,000.00 (Deduct on Envelope) \$572,000.00 (Net Base Bid)	\$590,000.00	\$649,803.00
Addendum No. 1	X	X	X

I CERTIFY THIS TO BE AN ACCURATE TABULATION OF BIDS RECEIVED FOR THE ABOVE REFERENCED PROJECT



James K. Smith, LPK Architects, P.A.

March 10, 2020

Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 3/17/2020
PAGE: 1 of 1**

SUBJECT: Request approval to purchase PowerDMS for policy and procedure, and training management software.

AMOUNT & SOURCE OF FUNDING: \$5,656.38 for one year, includes first year implementation costs

LINE ITEM:

FISCAL NOTE: The purchase will consolidate training records to a single repository and provide a platform for testing and training of all staff members. It is also expected to reduce paper usage and allows the police department to store and assign critical content.

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT: CHIEF MARK BALLARD 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Approval of purchase from PowerDMS, at a total first year cost of \$ 5,656.38 for one year of access that includes implementation costs, to be used by the Starkville Police Department.

Contract Details

Account Number: A-5096
Customer: Starkville Police Department (MS)
Sales Rep: Casey Jones

Order Details

Order #: Q-92570
Order Date: 3/20/2020
Valid Until: 3/20/2020
Subscription Start Date: 3/20/2020
Initial Term (months):

Customer Contact

Billing Contact: Starkville Police Department (MS)
Address: 101 Lampkin Street
Starkville, MS 39759

Billing Contact Email:
Phone:
Fax:

Payment Terms

Payment Term: Notes:
PO Number:

Subscription Service

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Pro Base	Recurring	3/20/2020		1	\$3,000.00
Capture signatures to ensure acknowledgement of crucial content, and generate reports based on user activity. Create workflows to simplify content updates and approvals. View content changes side-by-side.					
PowerDMS Pro License	Recurring	3/20/2020		75	\$1,093.88
Per user license for PowerDMS Pro					
PowerDMS Training	Recurring	3/20/2020		75	\$562.50
Develop courses from your content to train employees, and create tests and exams to ensure understanding. Assign, track and award certificates.					
PowerDMS Essentials Package	Services	3/20/2020		1	\$1,000.00
The Essential services package offers the basic services you need to implement PowerDMS quickly. You'll receive four hours of consulting, including a kickoff, site settings review, and roll out. (Services must be used within 6 months of the order date.)					
PowerDMS University - 1-99	Recurring	3/20/2020		1	\$0.00
Access to PowerDMS University with unlimited Boot Camp registrations.					
TOTAL:					\$5,656.38

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 3/17/2020
PAGE: 1 of 3

SUBJECT: Discussion and consideration to allow Corporal Stratton Woods to attend Tactical Officer Survival School in Hattiesburg, MS at a total cost of \$480.00

AMOUNT & SOURCE OF FUNDING
Training 001-230-690-552

FISCAL NOTE:

Tactical Officer Survival School	\$300.00
Hotel & Meals	\$180.00

Total cost paid to SRPSI	\$480.00
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AUTHORIZATION HISTORY:
N/A

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move approval to allow Corporal Stratton Woods to attend Tactical Officer Survival School in Hattiesburg, MS at a total cost of \$480.00



**SOUTHERN REGIONAL PUBLIC SAFETY
INSTITUTE
AND
TACTICAL OFFICER SURVIVAL SCHOOL**



PRESENTS

**Firearms Instructor/Shoulder Weapons
Instructor: Chief (ret) Tom Long & Jason Long
March 30,31 & April 1, 2020**

Student registration form

Name Stratton Woods Rank Corporal
Agency Starkville Police Dept. Email p.woods@cityofstarkville.org
Address 101 E. Lampkin St. Starkville, MS 39759
Telephone # 662-769-4410 Fax # _____
Tuition- \$300/per officer Check or PO enclosed M-15493

Make Checks or PO to: Southern Regional Public Safety Institute
118 College Drive, Box 5107
Hattiesburg, MS 39406

Please email registration form to police.academy@usm.edu. **Registration form AND payment/PO must be received before start date of the class.**

This class is designed for the officer who wishes to learn how to teach his or her officers to WIN combat confrontations and not just instruct them how to qualify on the firing range. The class is for shotgun and patrol rifle (can bring sub gun if issued).

This instructor certification is recognized by BLEOST.

Equipment needed

Shotgun: 100 rounds of birdshot – 10 slugs – 10 buckshot
Patrol Rifle w/ sling: 500 rounds
Handgun with 150 rounds ammunition
Range gear: Eye Protection and Ear Protection
Handgun/holster & magazine pouch with extra magazines
Rain Gear
Body armor

Information requests

Police.academy@usm.edu or Phone: 601-266-6680

Lodging and Meals are available on site at SRPSI on Camp Shelby for \$60 per day.
Lodging Reservations may be made by contacting Ms. Rhonda Smith at 601-266-6680 or by email at police.academy@usm.edu.

INVOICE

INVOICE #1004
DATE: 3/5/2020

Starkville Police Department
ATTN: Accounts Payable
101 E. Lampkin Street
Starkville, MS 39759

Make all checks payable to Southern Regional Public Safety Institute.
If you have any questions concerning this invoice, contact: User at (601)266-6680 or rhonda.l.smith@usm.edu.

THANK YOU FOR YOUR BUSINESS!



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

AGENDA ITEM DEPT.: Police

AGENDA DATE: 3-17-2020

PAGE: 1 of 11

SUBJECT: Consideration of the purchase from the lowest and best quote for forensic measuring, surveying, recording, diagramming equipment from Trimble and vendor NeiGps for a total of \$15,021.00, from the FY20 JAG Hot Spot grant.

AMOUNT & SOURCE OF FUNDING:

\$15,021.00 JAG Hot Spot Grant – 100% Reimbursable

Quote 1 - \$15,021.00 – Trimble and NeiGps

Quote 2 – \$29,279.16 – Faro Technologies

Funded from 001-201-730-543 JAG

FISCAL NOTE:

This equipment is listed as total station and software equipment through the FY20 JAG Hot Spot grant. The purchase of this equipment is 100% reimbursable through the Hot Spot grant. The equipment is designed to improve accuracy, speed, and safety while processing fatal collisions and crime scenes.

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move for approval for the Police Department to purchase the forensic crime scene equipment. The lowest of two quotes being Trimble Forensics through NeiGps being \$15,021.00. The purchase is 100% reimbursable through the FY20 Hot Spot grant.



Navigation Electronics, Inc
124 Toledo Drive
Lafayette, LA
70506

Chris Cothron
Quote #: Q3691
Date: 12/03/2019
chris_cothron@neigps.com

(337) 349-9605
337-349-9605

Starkville Police Department
Chris Jackson
c.jackson@cityofstarkville.org
(M) 662-769-425 (O) 662-323-4131

BILL TO
101 Lampkin Street
Starkville, MS 39759

SHIP TO
101 Lampkin Street
Starkville, MS 39759

Line #	Part Number	Description	Qty	List Price	Gov. Discount	Gov. Total
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1.	FOR-01-C3-5	Trimble C3 Forensic w/ Forensics Capture Software, TDC100, 4G (Android)ICC = KITORG = ARF & TBV	1	\$ 13,695.00	\$ 1,369.50	\$ 12,325.50
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Sub Total \$ 12,325.50

Grand Total \$ 12,325.50

Purchase orders should be addressed to:

Navigation Electronics, Inc
124 Toledo Dr.
Lafayette, LA 70506

Please email a copy of your order to: chris_cothron@neigps.com

Quote: Q3691

FOB: Destination

Terms: Net 30 with approved credit

Delivery: 5 Days ARO

Valid Until: 01/31/2020



NEI is a Certified
Woman Owned Small Business

Order Placement Procedures

Complete and Sign this Quotation

Sign this quotation and return via email or facsimile before the expiration date: 01/31/2020

Complete Lease Agreement

If this order is to be leased, complete the lease agreement sent to you, following the enclosed instructions. Order fulfillment will start after the lease is approved. Please note that due to fluctuations in interest rates, leasing terms cannot be guaranteed, contact House Account to lock in rates.

Credit Card Payment

If you would like to pay with a credit card, please contact the Main Office at 337-237-1413 or 800-949-1446

Quote # Q3691

Client Representative

X

Approved By (Signature)

X

Approved By (Name)

Date

Purchase Order Number



Navigation Electronics, Inc
124 Toledo Drive
Lafayette, LA
70506

Chris Cothron
Quote #: Q4003
Date: 01/06/2020
chris_cothron@neigps.com

(337) 349-9605
337-349-9605

Starkville Police Department
Chris Jackson
c.jackson@cityofstarkville.org
(M) 662-769-425 (O) 662-323-4131

BILL TO
101 Lampkin Street
Starkville, MS 39759

SHIP TO
101 Lampkin Street
Starkville, MS 39759

Line #	Part Number	Description	Qty	List Price	Gov. Discount	Gov. Total
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1.	FOR-03-STD-01	Trimble Forensics Reveal Standard with Dongle License	1	\$ 2,995.00	\$ 299.50	\$ 2,695.50
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Sub Total **\$ 2,695.50**

Grand Total **\$ 2,695.50**

Purchase orders should be addressed to:
Navigation Electronics, Inc
124 Toledo Dr.
Lafayette, LA 70506
Please email a copy of your order to: chris_cothron@neigps.com



NEI is a Certified
Woman Owned Small Business

Quote: Q4003
FOB: Origin, customer pays all shipping costs
Terms: Net 30 with approved credit
Delivery: 5 Days ARO
Valid Until: 01/31/2020

Order Placement Procedures

Complete and Sign this Quotation

Sign this quotation and return via email or facsimile before the expiration date: 01/31/2020

Complete Lease Agreement

If this order is to be leased, complete the lease agreement sent to you, following the enclosed instructions. Order fulfillment will start after the lease is approved. Please note that due to fluctuations in interest rates, leasing terms cannot be guaranteed, contact House Account to lock in rates.

Credit Card Payment

If you would like to pay with a credit card, please contact the Main Office at 337-237-1413 or 800-949-1446

Quote # Q4003

Client Representative

X _____

Approved By (Signature)

X _____

Approved By (Name)

Date

Purchase Order Number



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No:
Fax No:
Email:

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20295807
Quote Date: 08-29-2019
Expiration Date: 09-28-2019
Regional Manager: Dennis Sweet
Account Manager: Veronica List
Sales Support: Emily Robinson
Ship: Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW ORIGIN
Delivery Date: 4-6 Weeks

Bill To :
Starkville Police Department
(MS)
101 E Lampkin St
Starkville MS 39759-2944
US

Ship To :
Starkville Police Department
(MS)
Christopher Jackson
101 E Lampkin St
Starkville MS 39759-2944
US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner FocusS 70 ships with: 1x FocusS 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate, 1 year manufacturer guarantee and a quick start guide. Please notice: the lead-time may take up to 10 weeks or more after receipt of written order.	29,279.16	0.00	29,279.16

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc	0.00	0.00	0.00
		OPEN MARKET ITEM			
		Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of Laser Scanner.			
1	SOFTS0900	3D_SW_SC_Scene FARO SCENE Software. Process, register, view and work on 3D Laser scan data. Includes 1-year of software maintenance	3,693.50	0.00	3,693.50
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	0.00	120.90
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	436.90	0.00	436.90



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.	775.78	0.00	775.78
1	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite Upgrade your three-day FARO facility Laser Scanner training to a customer site course for up to four (4) people. Customer site training are designed for up to four (4) trainees to endure proper transfer of knowledge and understanding. Price per class. NOTE: This part number is to be sold only with the purchase of new equipment and is meant to replace training at a FARO facility (TR-LS-SCN-POS). Training will expire if not taken within 90-days of receipt of equipment. Additional travel and lodging fees may be required for travel outside the US and Canada.#	3,669.42	0.00	3,669.42
1	SOFT51002	FARO Zone 3D Advanced Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.	4,832.98	0.00	4,832.98
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	0.00	120.90

Order Total:	42,929.54
Shipping Total:	0.00
Total in USD:	42,929.54

Suggested Optional Items

Qty	Item No.	Description	Unit Price	Discount	Unit Price
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND 3-year Standard warranty extension/renewal includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	6,508.75	0.00	6,508.75
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Extends the 1 year standard maintenance by 3 years. Scope of service according to the conditions of the SCENE maintenance contract.	1,939.44	0.00	1,939.44
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y	2,548.00	0.00	2,548.00

OPEN MARKET ITEM

FARO Zone 3D Advanced annual
maintenance extension at point of
sale includes product updates and
upgrades (as available), including
top tier technical support for three
(3) years. Customer must be on
the most current software release
to purchase this plan.

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

SCHEDULE 84: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/ DISASTER RESPONSE

SPECIAL ITEM NUMBER

426-99 - Introduction of New Services/Products related to Law Enforcement and Security Equipment

426-4N - Criminal Investigative Equipment and Supplies

84-500 - Order-Level Materials (OLMs)

FSC/PSC Codes: 6350, 6630, 8405

On-line access to contract ordering information, terms and conditions, up-to-date pricing,

and the option to create an electronic delivery order are available through GSA

Advantage!®, a menu-driven database system. The INTERNET address for GSA

Advantage!® is: GSAAvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
Email: steven.barthel@faro.com
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:		
Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
426-4N/STLOC	Criminal Investigative Equipment and Supplies	Please refer to pricing on GSA Advantage
426-99/STLOC	Introduction of New Services/ Products related to Law Enforcement and Security Equipment	Please refer to pricing on GSA Advantage
84-500/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
426-4N/STLOC	SMA51000	59.84
426-99/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: SINs 426-4N & 426-99: \$200,000 SIN 84-500: \$100,000

3. Minimum Order: \$500

4. Geographic Coverage: Domestic Delivery Only

5. Points of Production: U.S.A., Germany, Switzerland, Italy, Netherlands

6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items: Germany, Switzerland, Italy, Netherlands

11a. Time of Delivery: 30 - 45 Days ARO

11b. Expedited Delivery: Contact Contractor

11c. Overnight and Two-Day Delivery: Contact Contractor

11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.

12. F.O.B. Point: Origin - Prepaid by Seller

13a. Ordering Address:

FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368

15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.

16. Export Packing Charges (if applicable): N/A

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A

20a. Terms and Conditions for Any Other Services: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov.

25. Data Universal Number System (DUNS) Number: 617308929

26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.



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

AGENDA ITEM NO:
AGENDA DATE: March 17, 2020
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to enter into a Professional Service Agreement with Narrative 12 for communication services. Timely communication with our customers through various methods including social media is a critical component of Customer Service as we move towards utility education/awareness while engaging our customer more on the programs and services we offer.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into a Professional Service Agreement with Narrative 12 for communication services.

Agreement

Between

NARRATIVE¹²

and



We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as “SU.”

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms with a budget of \$1,500 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from _____, 2020 through _____, 2021. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, “confidential information” shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by Terry Kemp, SU general manager, unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from _____, 2020 through _____, 2021. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.

E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative 12

Starkville Utilities

By: _____
Checky Herrington
Principal

By: _____
Terry Kemp
SU General Manager

Date: _____

Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: March 17, 2020
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to accept best and lowest quote for a new Mitel Phone System from Synergetics for \$39,133.00. This system has call center capabilities for more positive customer call experience and provides better quality and stability. This system will also be configured to connect in the future with the City's system providing better communication paths between all city staff.

Quotes:

- Synergetics----\$39,133.00
- Mitel-----\$49,957.00

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept lowest and best quote for new Mitel phone system from Synergetics



Quote: QTE-065650

Revision: 0

Date: 2/18/2020

Billing Information

Terry Kemp
Starkville Utilities
200 N. Lafayette Street
P. O. Box 927
Starkville, MS 39760

Synergetics Contacts

Sales Account Manager
McKenzie Brent
Office: (662) 461-0112
Mobile: (662) 364-3622
mbrent@synergeticsdcs.com
Prepared By
Jessica Keel
Office: (662) 461-0113
jkeel@SynergeticsDCS.com

Qty	Item Number	Description	Price	Ext. Price
		Attention: Terry Kemp		\$0.00
		RE: Mitel Phone System		\$0.00
				\$0.00
1.00	60224	Mitel Connect SBE 100 HW Bundle with ST100DA Switch & UC75 Server	\$5,980.00	\$5,980.00
1.00	60195	ShoreTel Connect Small Business Edition 100 SW Bundle	\$1,680.00	\$1,680.00
7.00	30155	Mitel Connect Standard to Advanced Upgrade License Bundle	\$139.00	\$973.00
8.00	30146	Mitel MiVoice Connect Telephony license. Includes Ext+Mbx with no Connect client capability.	\$111.00	\$888.00
1.00	30144	License Virtual Edge Gateway Server	\$0.00	\$0.00
1.00	18024	ShoreTel Call Recorder - Base Package, includes 5 simultaneous sessions	\$3,475.00	\$3,475.00
13.00	18025	ShoreTel Call Recorder - Add-on, 5 sessions	\$139.00	\$1,807.00
1.00	60047	Analog Harmonica and Telco Cable	\$90.00	\$90.00
21.00	50008311	Mitel 6920 Desktop Phone for Connect	\$210.00	\$4,410.00
12.00	50008313	Mitel 6940 Desktop Phone for Connect	\$290.00	\$3,480.00
1.00	94111	Partner 1 Year - No Phones	\$1,350.00	\$1,350.00
1.00	SERV-PHONE05	Project Rate for Phone System Install	\$15,000.00	\$15,000.00

Subtotal	\$39,133.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00



Quote: QTE-065650

Revision: 0

Date: 2/18/2020

Total	\$39,133.00
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McKenzie Brent



Project Information

End Customer

Company:	Starkville Utilities
Address 1	200 N. Lafayette St.
Address 2	PO BOX 927
Address 3	
City	Starkville
Zip Code:	39760
Country	United States of America
State/County/Region/Province	Mississippi
Industry:	Government
Contact First Name	Terry
Contact Last Name	Kemp

Pos.	Description	Part Numl	Qty.	Unit sell price [USD]	Extended Sell Price
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IP Desktop - [GD]

1	6920 Desktop Phone	50008311	21	295.00	6,195.00
2	6930 Desktop Phone	50008312	12	410.00	4,920.00
Subtotal IP Desktop				11,115.00	11,115.00

Shoretel P1 HW & SW - [S1]

3	LICENSE, CALL RECORDER BASE PACKAGE (5 SIMULTANEOUS SESSIONS)	18024	1	5,000.00	5,000.00
4	LICENSE, CALL RECORDER ADD-ON (5 SIMULTANEOUS SESSIONS)	18025	13	200.00	2,600.00
5	LICENSE BUNDLE, VIRTUAL PHONE CAPACITY QTY 50	30135	1	1,750.00	1,750.00
6	LICENSE, VIRTUAL SIP TRUNK QTY 1	30137	15	95.00	1,425.00
7	LICENSE, COURTESY ONSITE	30145	2	99.00	198.00
8	LICENSE BUNDLE, ESSENTIALS ONSITE	30147	23	199.00	4,577.00
9	LICENSE BUNDLE, ADVANCED ONSITE	30149	8	499.00	3,992.00
Subtotal Shoretel P1 HW & SW				19,542.00	19,542.00

Shoretel S3/S4 Spprt - [S8]

10	Partner Support (1 Yr No Phones)	94111	2247	1.67	3,752.49
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Additional Items

		Part Numl	Qty.	Unit sell price [USD]	Extended Sell Price
11	Brightmetrics 1-99 Shoretel Extensions	BRIGHTM	1	\$	1,300.00
12	Mitel Professional Services		1	\$	18,000.00

Node total:

49,957.00