



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
April 7, 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 Planning &
Community Development**
Dr. Simon Kim

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Interim Director**
David D'Aquila

**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

REGULAR MEETING OF TUESDAY, APRIL 7, 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 MARCH 3, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 17, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 24, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
CORONAVIRUS COVID-19 PANDEMIC UPDATE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 20-02: A REQUEST FROM DONALD BUCKNER JR. FOR A VARIANCE FROM REAR SETBACK AT 104 MCKINLEY STREET IN AN TN-E ZONING DISTRICT WITH THE PROPERTY #102A-00-077.00.

PUBLIC HEARING AND CONSIDERATION OF SE 20-02: A REQUEST FROM LEE CARSON FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS:

- 1) TEMPORARY 60 DAY SUSPENSION OF THE EMPLOYEE PAY RAISES APPROVED FOR APRIL ON SEPTEMBER 17, 2019 UNTIL THE PAY PERIOD END DATE OF JUNE 18, 2020.
- 2) IMPOSING A TEMPORARY (60 DAY) HIRING FREEZE ON THE CITY WITH THE EXCEPTION OF THE DIRECTOR OF PARKS AND RECREATION AND WATER TREATMENT OPERATOR TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.
- 3) SUSPENSION OF ALL TRAVEL AND EQUIPMENT PURCHASES FOR THE NEXT 60 DAYS (EXCEPT FOR THOSE PURCHASES ASSOCIATED WITH EXISTING PROJECTS SUCH AS THE SOUTHWEST SUBSTATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION) TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

B. CONSIDERATION OF THE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM \$40,000,000 TO \$40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE THROUGH CDBG PROJECT #R-103-347-01-KED: STARKVILLE PARKING GARAGE.

C. CONSIDERATION OF THE CONTINUANCE OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

X. BOARD BUSINESS

A. CONSIDERATION OF CONTINUED ADMINISTRATIVE LEAVE WITH PAY FOR CITY STAFF.

B. CONSIDERATION TO APPOINT REV. DR. RONNIE TUCKER TO FILL A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2019 - SEPTEMBER 30, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT IN THE AMOUNT OF \$2,951.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2020 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES WITH THE CONDITION THAT INSURANCE CONSISTANT WITH THE CITY'S SPECIAL EVENTS POLICY BE PROVIDED TO THE CITY TWENTY DAYS PRIOR TO THE EVENT WHICH IS TENTATIVELY SCHEDULE FOR SEPTEMBER 2020.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 31, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO KIM MORELAND TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET SCHEDULED AFTER MAY 1, 2020.

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. CONDITIONED UPON THE FEEDING PROGRAM STARTING NO EARLIER THAN JUNE 1, 2020, AND IT COMPLYING WITH ALL APPLICABLE ORDERS, RULES, AND REGULATIONS RELATING TO CURBING THE SPREAD OF COVID-19.

J. POLICE DEPARTMENT

1. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH AD&S INC. TURNKEY SOLUTION FOR THE ACQUISITION OF A FINGERPRINT MACHINE KIOSK WITH COSTS FUNDED THROUGH A J.A.G. GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKS & PARKS WATER WELL SERVICE, INC. IN THE AMOUNT OF \$9,600.00 TO REPAIR THE MOTOR THE #7 WELL PUMP AT THE BLUEFIELD LOCATION.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC IN THE AMOUNT OF \$658,320.00 FOR THE RELAY PANELS AND EQUIPMENT SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SAFT AMERICA, INC C/O HV SALES, INC IN THE AMOUNT OF \$116,234.21 FOR THE SUBSTATION BATTERY SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 21, 2020 @ 5:30 IN THE MUNICIPAL COURT ROOM AT 110 WEST MAIN STREET.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-17-20
PAGE: 1 of 19

SUBJECT: Request approval of the minutes of the March 3, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the March 3, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
March 3, 2020**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on March 3, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Henry Vaughn, Sr. Absent was Alderman Roy A'. Perkins. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add Mayor's Business, Item A "Cornerstone Park" to consent.

Alderman Walker asked to remove Board Business, Item A "School Board Appointment" from consent.

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

1. MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the March 3, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JANUARY 2, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 14, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 18, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2020 SPECIAL CALL MEETING 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

PUBLIC APPEARANCE BY MIKE NICKOLAUS OF CIVIC SMART PRESENTING A POTENTIAL SMART PARKING METER OPTION FOR THE COTTON DISTRICT AREA

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE CORNERSTONE SPORTS PARK PROJECT, ACCEPTING THE BEST BID FROM SB CONSTRUCTION LLC IN THE AMOUNT OF \$3,918,710.00 AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

X. BOARD BUSINESS

A. CONSIDERATION TO APPOINT WES GORDON, THE SOLE APPLICANT, TO A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A FIVE YEAR TERM ENDING MARCH 2025.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE BOARD OF ADJUSTMENTS AND APPEALS.
- b. CONSIDERATION OF THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. REQUEST FOR IN-KIND SERVICE FOR THE 2020 KIDNEY CARE AWARENESS WALK ON SATURDAY, MAY 2, 2020, DOWN UNIVERSITY DRIVE AND MAIN STREET.
- c. CONSIDERATION OF THE STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICE FOR THE 2020 COMMUNITY PRAYER WALK / STATIONS OF THE CROSS SPECIAL EVENT ON FRIDAY, APRIL 10, 2020, THROUGH DOWNTOWN.
- d. CONSIDERATION OF SELECTION OF THE THIRD INDEPENDENT CONSULTANT, TIM GEDDIE, FOR ARCHITECTURE REVIEW.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 25, 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.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO WASHINGTON, DC, ON APRIL 28 – MAY 1, 2020 TO REPRESENT THE MISSISSIPPI FIRE CHIEFS ASSOCIATION FOR CONGREGATIONAL DAY AT NO COST TO THE CITY.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRAD SKELTON AS AN ENGINEERING TECHNICIAN IN THE ENGINEERING DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CRAIG COX AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE NICHOLAS PAPAS AS A CUSTOMER SERVICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY
THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS
THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW CPL. CHRIS GREGGORY, TO ATTEND SSGT VANGUARD LEVEL 2 DEFENSIVE TACTICS INSTRUCTOR SCHOOL, IN CULLMAN AL, MARCH 9 – 13, AT A TOTAL COST NOT TO EXCEED \$1,200.00.
2. CONSIDERATION TO ALLOW CPL. COLBERT TO ATTEND BICYCLE INSTRUCTOR SCHOOL IN TAMPA, FL, MARCH 15 – 22, AT A COST NOT TO EXCEED \$2000.00.
3. REQUEST APPROVAL TO PURCHASE FIVE (5) DELL OPTIPLEX 7070 DESKTOP COMPUTERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT FOR A TOTAL OF \$8,775.00 FROM STATE CONTRACT.
4. PERMISSION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF HOT SPOT POLICING FOR THE BUDGET MODIFICATION REQUEST OF AN ADDITIONAL \$2,695.50 FOR A NEW TOTAL OF \$40,021.00 WITH THE ADDITIONAL FUNDS TO BE USED FOR THE PURCHASE OF SOFTWARE FOR THE PURPOSED EQUIPMENT IN THE ORIGINAL GRANT.
5. CONSIDERATION TO ALLOW DETECTIVE WILL SIMON AND CPL. PARKER MADEEN TO ATTEND BASIC CRISIS NEGOTIATION COURSE, MARCH 15 – 20, IN OXFORD MS, AT A TOTAL COST NOT TO EXCEED \$510.00.
6. CONSIDERATION TO ACCEPT A 2007 FORD CROWN VICTORIA, VIN #2FAHP71W37X136795, FROM MISSISSIPPI STATE UNIVERSITY POLICE DEPARTMENT, FREE OF CHARGE.

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE HONEYWELL/ELSTER SOLUTIONS TO CONDUCT A THREE (3) DAY ON-SITE CONNEXO NETSENSE TRAINING FOR OUR ADVANCE METERING INFRASTRUCTURE (AMI) IN THE AMOUNT OF \$6,500.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM GRESCO UTILITY TO PURCHASE 3,469 FT OF 795 & 1,000 FT OF 954 ACS TRANSMISSION WIRE IN THE AMOUNT NOT TO EXCEED \$8,200.00.
3. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT FOR THE PARTNERSHIP SCHOOL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

DISCUSSION REGARDING PROSPECTIVE PURCHASE OF LAND

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 17, 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, ext. 3119 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 4, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 14, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 14, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 18, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 18, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 20, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE CORNERSTONE SPORTS PARK PROJECT, ACCEPTING THE BEST BID FROM SB CONSTRUCTION LLC IN THE AMOUNT OF \$3,918,710.00 AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the best bid from SB Construction LLC in the amount of \$3,918,710.00 with a contract time of 210 consecutive days for the Cornerstone Sports Park Project and authorization for the Mayor to execute a contract” is enumerated, this consent item is thereby approved. Approval is based on the detailed narrative summary and recommendation and bid tabulation provided by the consultant Neel-Schaffer Engineering, both of which are attached.



February 26, 2020

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

REFERENCE: CORNERSTONE SPORTS PARK

Dear Mayor Spruill:

We received bids for the above referenced project at 10:00 AM on February 19, 2020. Please find attached a certified bid tab which details all bids received.

We have reviewed all proposals and recommend awarding the project to lowest and best responsive bidder SB Construction, LLC in the amount of \$3,918,710.00 with a contract time of 210 consecutive days. This recommendation is based on a combination of bid price, contract time and past work performance.

During the review of the bids, the lowest monetary bid (not considering contract time) by Cademy Contracting, LLC was 21.9% lower than the next lowest bid. This was concerning since additional bidders, Amason and Associates, Inc. and Burns Dirt Construction, Inc. were within 1.7% and 6.4% of the recommended lowest and best bid, respectively. With this large discrepancy in lowest monetary bid amount, multiple interviews were conducted with individuals involved with the apparent low bidder's past work performance. Each individual interviewed expressed concerns related to the apparent low bidder's ability to finish their scope of work within the time allowed. No individual interviewed provided a favorable opinion of the apparent low bidder's past work performance.

It is our opinion, based on feedback received from multiple resources, that the bid received from SB Construction, LLC including lower contract time and reputable past work performance satisfies the requirement of selecting the lowest and best bid compared to all other bids received.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

Sincerely,

NEEL-SCHAFFER, INC.

Saunders Ramsey, P.E.
Project Manager

SR:dtc

Attachment

STATE OF MISSISSIPPI

2

Date 2/24/2020

Saunders Ramsey, P.E.

7. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE BOARD OF ADJUSTMENTS AND APPEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill the vacancy in Ward 1 for the Board of Adjustments and Appeals” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF SELECTION OF THE THIRD INDEPENDENT CONSULTANT, TIM GEDDIE, FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of selecting Tim Geddie as an independent consultant for Architecture Review” is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO WASHINGTON, DC, ON APRIL 28 – MAY 1, 2020 TO REPRESENT THE MISSISSIPPI FIRE CHIEFS ASSOCIATION FOR CONGREGATIONAL DAY AT NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of authorization for Chief Charles Yarbrough to travel to Washington, DC, on April 28 – May 1, 2020 to represent the Mississippi Fire Chiefs Association for Congregational Day at no cost to the city” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE BRAD SKELTON AS AN ENGINEERING TECHNICIAN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Brad Skelton as an Engineering Technician in the Engineering Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE CRAIG COX AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Craig Cox as an Engineering Inspector in the Starkville Engineering/Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE NICHOLAS PAPAS AS A CUSTOMER SERVICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Papas as a Customer Service Manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ALLOW CPL. CHRIS GREGGORY, TO ATTEND SSGT VANGUARD LEVEL 2 DEFENSIVE TACTICS INSTRUCTOR SCHOOL, IN CULLMAN AL, MARCH 9 – 13, AT A TOTAL COST NOT TO EXCEED \$1,200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Chris Gregory, to attend SSGT Vanguard Level 2 defensive tactics instructor school, in Cullman AL, March 9 – 13, at a total cost not to exceed \$1,200.00” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ALLOW CPL. COLBERT TO ATTEND BICYCLE INSTRUCTOR SCHOOL IN TAMPA, FL, MARCH 15 – 22, AT A COST NOT TO EXCEED \$2000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Colbert to attend Bicycle Instructor School in Tampa FL at a cost not to exceed \$2000.00 March 15 - 22” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO PURCHASE FIVE (5) DELL OPTIPLEX 7070 DESKTOP COMPUTERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT FOR A TOTAL OF \$8,775.00 FROM STATE CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase five (5) Dell OptiPlex 7070 Desktop Computers from state contract at a total of \$8,775.00” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF HOT SPOT POLICING FOR THE BUDGET MODIFICATION REQUEST OF AN ADDITIONAL \$2,695.50 FOR A NEW TOTAL OF \$40,021.00 WITH THE ADDITIONAL FUNDS TO BE USED FOR THE PURCHASE OF SOFTWARE FOR THE PURPOSED EQUIPMENT IN THE ORIGINAL GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the budget modification for an additional \$2,695.50 to be added to the original Hot Spot grant for a new total of \$40,021.00, for the purchase of the software portion of the purposed equipment Hot Spot request” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW DETECTIVE WILL SIMON AND CPL. PARKER MADEEN TO ATTEND BASIC CRISIS NEGOTIATION COURSE, MARCH 15 – 20, IN OXFORD MS, AT A TOTAL COST NOT TO EXCEED \$510.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Detective Will Simon and Cpl. Parker Madeen to attend Basic Crisis Negotiation Course, in Oxford MS, at a total cost not to exceed \$510.00” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ACCEPT A 2007 FORD CROWN VICTORIA, VIN #2FAHP71W37X136795, FROM MISSISSIPPI STATE UNIVERSITY POLICE DEPARTMENT, FREE OF CHARGE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept a 2007 Ford Crown Victoria, VIN #2FAHP71W37X136795, from Mississippi State University Police Department, free of charge” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION FOR THE HONEYWELL/ELSTER SOLUTIONS TO CONDUCT A THREE (3) DAY ON-SITE CONNEXO NETSENSE TRAINING FOR OUR ADVANCE METERING INFRASTRUCTURE (AMI) IN THE AMOUNT OF \$6,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval for the Honeywell/Elster Solutions to conduct a three (3) day on-site Connexo NetSense training for our Advance Metering Infrastructure (AMI) in the amount of \$6,500.00” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM GRESCO UTILITY TO PURCHASE 3,469 FT OF 795 & 1,000 FT OF 954 ACS TRANSMISSION WIRE IN THE AMOUNT NOT TO EXCEED \$8,200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Gresco Utility to purchase 3,469 ft of 795 & 1,000 ft of 954 ACS transmission wire in the amount not to exceed \$8,200.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: Gresco 795- \$1.75/ft, 954- \$2.03/ft and Garner-Lumley 795- \$2.10/ft, 954- \$2.58/ft

21. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT FOR THE PARTNERSHIP SCHOOL.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval for the City of Starkville to enter into a Wastewater Service contract between Mississippi State University, the City of Starkville and the Starkville Oktibbeha Consolidated School District for the Partnership School” is enumerated, this consent item is thereby approved.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville, and
The Starkville Oktibbeha Consolidated School District

This contract made and entered into this 14 day of January, 2020, between The **Starkville Oktibbeha Consolidated School District** (hereinafter referred to as "Customer"), and **Mississippi State University and the City of Starkville, Mississippi** (both hereinafter referred to as "Owner").

WHEREAS the Customer requires access to a wastewater treatment facility for the Partnership School, the current address of which is 11200 Highway 182 Starkville, Mississippi;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.
2. **Quantity:** To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed 412,610 gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.
3. **Connection Fee:** Because Customer's wastewater flow into the Owner's system will consume some portion of the capacity growth margin of the total existing system, Customer shall pay a connection fee upon execution of this Agreement in the amount of \$ 20,166.67 to Mississippi State University which shall cover any and all costs for connection to Owner's system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is

understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner in the event such additions or expansions are approved by Owner as set forth in Section 10.

4. **Point of Delivery Metering:** The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a **single metering point** at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may install metering equipment on the whole building domestic water feed in lieu of waste water metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract.
5. **Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is \$3.23 per 1,000 gallons of wastewater. This rate may be adjusted as necessary to cover Owner's expenses and to represent a fair market value in accordance with state law. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.
6. **Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Department of Public Works. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by

the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection of failure to inspect or reject shall not render the Owner liable or responsible for any or damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 day's prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.

7. **Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the Owner's billing department.
8. **Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a water service provider providing water to Customer, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services.
9. **Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.
10. **Expansion and Wastewater Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of

Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.

- 11. Indemnification.** To the extent authorized by Mississippi law, the Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.
- 12. Termination for Cause:** Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement upon 90 days written notice.
- 13. Waiver.** The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.
- 14. Successors and Assigns.** This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.
- 15. Applicable Law.** This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.
- 16. Term.** This contract shall extend for a term of 15 years. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner.

17. **Governmental Entity.** The parties each recognizes and acknowledges that the other parties are political subdivision of the State of Mississippi and are entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law. Any provision of the Agreement that is in any respect not authorized by Mississippi law is invalid.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: 
Don Buffum
Title: Director of Procurement & Contracts

Attest:

By: Brandy G. Moss
Title: Project Coordinator

City of Starkville

By: 
Mayor D. Lynn Spruill
Attest: Lesa Hardin
City Clerk Lesa Hardin

Starkville Oktibbeha Consolidated School District

By: Eddie Perst
Title: Superintendent

Attest:

By: Elyse Ward
Title: Administrative Assistant

- 021348

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new employees in the Sanitation Department: Laviorious Warren, Staton Pope and Marquis Jordan

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, reminded everyone of the upcoming time change.

Tate Honea, Katlyn Neely and Myra Hameron of the Mayor's Youth Council, invited everyone to the March 7 Clothes Drive at the Needmore Center and the March 28 pancake breakfast at Applebees.

PUBLIC APPEARANCES:

MIKE NICKOLAUS OF CIVIC SMART PRESENTING A POTENTIAL SMART PARKING METER OPTION FOR THE COTTON DISTRICT AREA

Mike Nickolaus of Civic Smart presented a potential smart parking meter option for approximately 450 parking spaces in the Cotton District Area. He displayed a sample meter and discussed the many functions and benefits the meters offered.

PUBLIC HEARING: None

22. CONSIDERATION TO APPOINT WES GORDON, THE SOLE APPLICANT, TO A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A FIVE YEAR TERM ENDING MARCH 2025.

Alderman Walker recused himself and left the room.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to appoint Wes Gordon, the sole applicant, to a vacancy for the Starkville Oktibbeha Consolidated School District Board of Trustees for a 5-year term ending March 2025. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
Alderman Walker returned to the room.

23. CONSIDERATION OF THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. REQUEST FOR IN-KIND SERVICE FOR THE 2020 KIDNEY CARE AWARENESS WALK ON SATURDAY, MAY 2, 2020, DOWN UNIVERSITY DRIVE AND MAIN STREET.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve the 2020 Kidney Care Awareness event with in-kind services to be held on May 2, 2020 with the condition that proof of insurance consistent with the City's Special Events Policy be provided and accepted no less than 20 days prior to the event. The Board voted as follows:

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

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

24. REQUEST APPROVAL OF THE STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICE FOR THE 2020 COMMUNITY PRAYER WALK / STATIONS OF THE CROSS SPECIAL EVENT ON FRIDAY, APRIL 10, 2020, THROUGH DOWNTOWN.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve the 2020 Community Prayer Walk/ Stations of the Cross event with in-kind services to be held on April 10, 2020. The Board voted as follows:

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

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 25, 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, the Board voted as follows:

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

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

General Fund	001	\$ 396,812.17
Restricted Fire Fund	003	41,733.93
Airport Fund	015	19,214.91
Sanitation	022	49,889.55
Computer Assessments	107	350.00
Industrial Park Bond	303	44,133.92

Public Improvement Bonds 2018	319	6,375.47
Park and Rec, Tourism	375	91,808.50
Sub Total Before Utilities		\$ 650,318.45
Utilities Dept.	SED	1,692,930.89
Total Claims	Total	\$ 2,343,249.34

26. MOTION TO RECESS UNTIL MARCH 17, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until March 17, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 7th DAY OF APRIL 2020.

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
March 13, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, March 13, 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, Alderman Ben Carver, Alderman Sandra Sistrunk, Alderman David Little, Aldermen Henry Vaughn, Alderman Jason Walker, and Alderman Hamp Beatty. Attending the Board were Attorney Chris Latimer and Grants Coordinator Deputy Clerk Joanna McLaurin.

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 meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Kristen Campanella gave a report regarding EMA response plans for COVID-19 virus in the Golden Triangle Area. Representatives from the Oktibbeha County Hospital gave a report on hospital preparations for COVID-19 and best practices for the public to stay safe and receive information.

During the work session, the Mayor and Board discussed items on the upcoming March 17, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, DEPUTY CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

March 13, 2020

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. REPORT FROM KRISTEN CAMPANELLA REGARDING EMA RESPONSE PLANS FOR COVID19 VIRUS IN THE GOLDEN TRIANGLE AREA**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 17, 2020, RECESS 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, MARCH 13, 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 COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: MINUTES
AGENDA DATE: 4-17-20
PAGE: 1 of 103

SUBJECT: Request approval of the minutes of the March 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the March 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
March 17, 2020**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 17, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Jason Walker attended telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add Items XI. D. 1. "Herbicide Spraying" and IX. B. "Proclamation" to consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the March 17, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MARCH 17, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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

CONSIDERATION OF THE MINUTES OF THE 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.

Consent items 2 – 20:

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 28, 2020 work session” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Proclamation of Existence of a Local Emergency” is enumerated, this consent item is thereby approved.

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: March 17, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

4. CONSIDERATION OF APPROVAL 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

5. CONSIDERATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE 2020 HERBICIDE SPRAYING SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the advertisement for proposals for the 2020 Herbicide Spraying services” is enumerated, this consent item is thereby approved.

7. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTANCE OF FEBRUARY FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2020 financial statements” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE MAURICE JOHNSON, WESLEY KOEHN, DAVID LEWIS, AND STEPHEN MERCER, AS RESERVE POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Maurice Johnson, Wesley Koehn, David Lewis, and Stephen Mercer, as Reserve Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the

March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO TRANSFER NOAH BRANDON FROM THE STARKVILLE ENGINEERING DEPARTMENT AS AN INTERN TO THE STARKVILLE UTILITIES DEPARTMENT AS AN INTERN.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to transfer Noah Brandon from the Starkville Engineering Department as an Intern to the Starkville Utilities Department as an Intern” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR FOUR (4) SEASONAL MAINTENANCE WORKERS IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for four (4) Seasonal Maintenance Workers in the Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE GRETCHEN REEVES AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Gretchen Reeves as a Sports Coordinator in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote of \$29,787.92 for camera software and video storage from Convergent Technologies” is enumerated, this consent item is thereby approved.

Two quotes received: Convergent - \$29,787.92 and Security 101 - \$29,820.50

Agreement on following page.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Security Solutions for alarm system and fire alarm monitoring at Travis Outlaw Center, Sportsplex concessions and McKee concessions” is enumerated, this consent item is thereby approved.

Agreements follow Convergent agreement.



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.



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 provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision 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 INTEGRATED 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 rely 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.

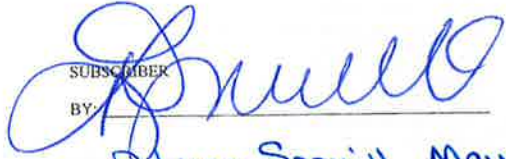
28. **VENUE -** It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: 

BY: D. Lynn Spruill, Mayor

SSN: _____

3.17.2020



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

() \$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.

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(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.

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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.

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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, fans, 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 provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision 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 INTEGRATED 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 rely 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.

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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: D. Lynn Spruill, Mayor

SSN: _____

3-17-2020



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 Outbox 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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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;

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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 Subscriber's 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 provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision 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 Subscriber's 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 INTEGRATED 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 rely 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.

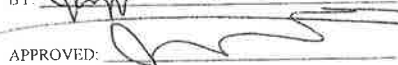
25. **NO WAIVER -** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, 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.

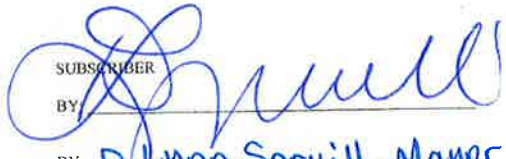
28. **VENUE -** It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: 

BY: D. Lynn Spruill, Mayor

SSN: _____

3.17.2020

16. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase PowerDMS for policy and procedure, and training management software, a sole source compatible software, at a cost of \$5,656.38 which includes the first year implementation and training” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Corporal Stratton Woods to attend Tactical Officer Survival School March 31 – April 1, 2020, in Hattiesburg, MS at a total cost of \$480.00” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

Quote 1 - \$15,021.00 – Trimble and NeiGps

Quote 2 – \$29,279.16 – Faro Technologies

19. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a Professional Service Agreement with Narrative 12 for communication services” is enumerated, this consent item is thereby approved.

The agreement follows this page.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to accept lowest and best quote for new Mitel phone system from Synergetics for \$39,133.00” is enumerated, this consent item is thereby approved.

Quotes: Synergetics----\$39,133.00 and Mitel-----\$49,957.00

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: _____

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill read the Proclamation of Existence of A Local Emergency and noted the seriousness of the coronavirus COVID-19 pandemic. She urged everyone to take all precautions possible to prevent the spread of the virus. City employees will go to essential personnel only, while still providing services to citizens. Sanitation will eliminate Thursday and Friday pickups until further notice.

BOARD OF ALDERMEN COMMENTS:

All Aldermen stressed the seriousness of COVID-19 and encouraged citizens to stay healthy. It was noted the school system and Vowell's Market is providing meals to students while out of school.

21. CONSIDERATION OF ADMINISTRATIVE LEAVE FOR CITY STAFF.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion that all City staff on administrative leave pursuant to the Governor's proclamation and declared state of emergency related to Covid-19, the Coronavirus, be paid their regular respective wages in full, with such payment to be revisited during the Board of Aldermen's Regular Meeting of April 7, 2020, otherwise to remain in full force and effect until further Order of the Board of Aldermen. The Board voted as follows:

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

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

CITIZEN COMMENTS:

Alvin Turner, Ward 7, told everyone the symptoms of the coronavirus.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

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

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve 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. The Board voted as follows:

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

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

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

TABLE OF CONTENTS

General Government.....	3
Court Department.....	4
Police Department & Animal Control.....	5
Fire Department	7
Community Development.....	10
Engineering & Streets Department.....	11
Streetlighting Plan.....	13
Parks and Recreation Department.....	14
Sanitation & Environmental Services.....	17
Starkville Utilities.....	18
Water Plan.....	21
Sewer Plan.....	22
Water and Sewer Plan Cost Estimates.....	23

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.
---	---------------

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

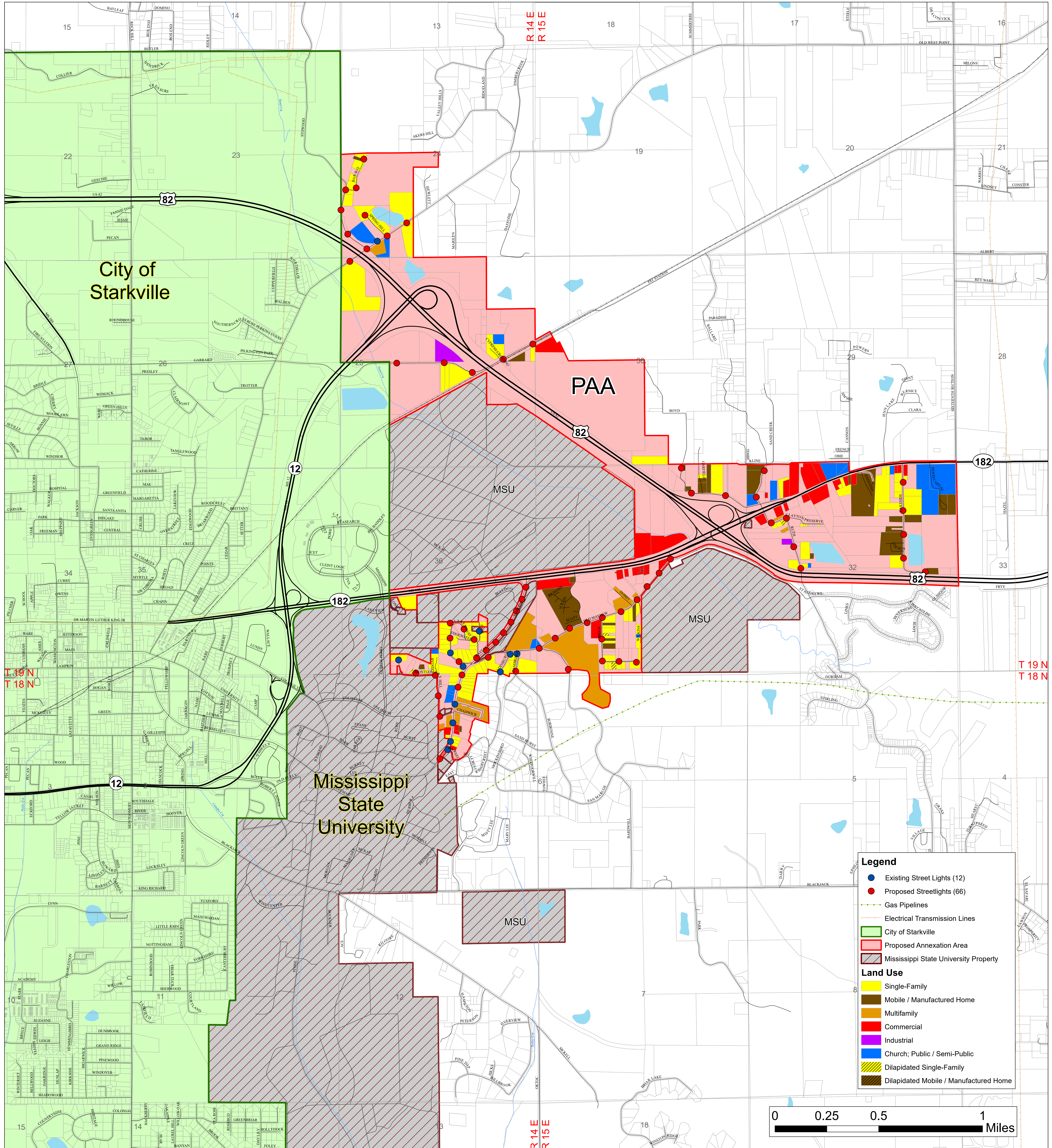
Estimated Road Improvement Costs Proposed Annexation Areas City of Starkville, Mississippi

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

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

Note: This map is accurate for planning purposes only
Date: March 9, 2020



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

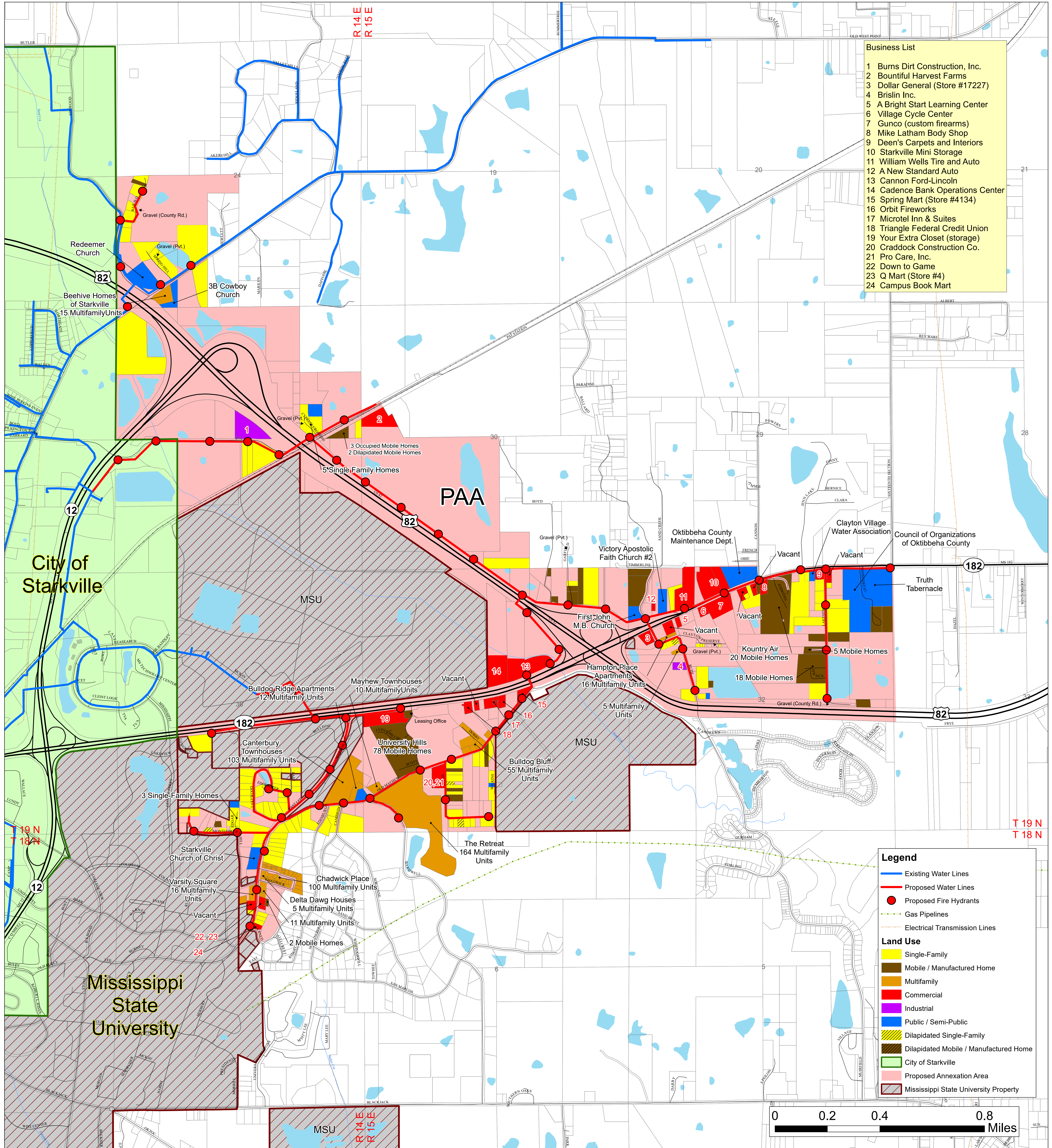
Proposed Annexation Area

Personnel

No additional personnel required.

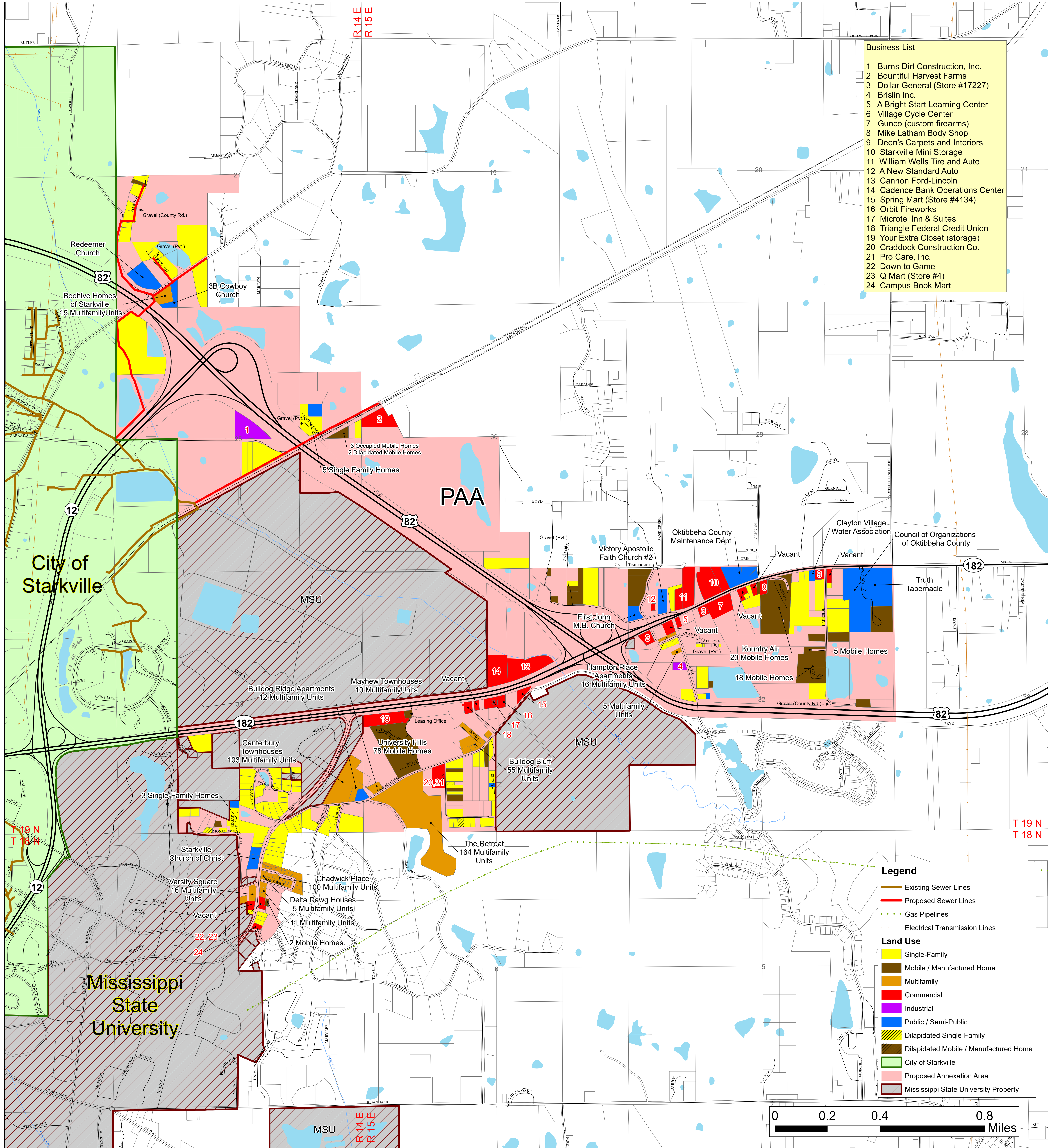
Equipment

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

Proposed Water Plan Proposed Annexation Area City of Starkville, Mississippi



- 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

Proposed Sewer Plan Proposed Annexation Area City of Starkville, Mississippi

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

23. 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.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to adopt 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. The Board voted as follows:

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

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

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,

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

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

Dr. Kim presented the Preliminary Plat request 20-03. 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.

Alderman Vaughn, duly seconded by Alderman Little, offered a motion to approve 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 Board voted as follows:

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

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

25. REQUEST APPROVAL OF A 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.

Mayor Spruill informed the Board that the applicant had requested this item be removed from consideration.

26. REQUEST APPROVAL OF A 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.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve a Special Event request for the Relay for Life of Oktibbeha County event with in-kind services to be held on June 6, 2020 with condition that insurance consistent with the City's Special Events Policy shall be provided to the City no later than May 15, 2020. The Board voted as follows:

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

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

27. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. The Board voted as follows:

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

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

General Fund	001	396,812.17
Restricted Fire Fund	003	41,733.93
Airport Fund	015	19,214.91
Sanitation	022	49,889.55
Computer Assessments	107	350.00
Industrial Park Bond	303	44,133.92
Public Improv Bonds 2018	319	6,375.47
Park and Rec, Tourism	375	91,808.50
Sub Total Before Utilities		\$ 650,318.45
Utilities Dept.	SED	1,692,930.89
Total Claims	Total	\$ 2,343,249.34

28. CONSIDERATION TO SELECT KRONOS AS THE CITY'S TIME KEEPING AND HR SOFTWARE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to select Kronos as the City's time keeping and Human Resource Software, the Board voted as follows:

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

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



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

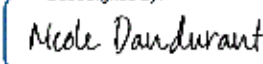
CITY OF STARKVILLE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos SaaS^{hr}, Inc.Signature:  _____Name: 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.

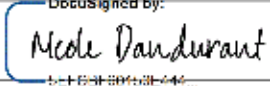
17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND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

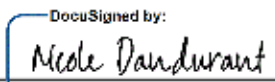
Customer

By: _____

Name: _____

Title: _____

Kronos

By: _____

 DocuSigned by:
 Nicole Dandurant
 3EFCBF60130E444...

Name: _____

Title: _____ Order Processing Analyst

ATTACHMENT 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

29. CONSIDERATION 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, for the Board of Aldermen 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, the Board voted as follows:

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

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

30. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to select 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, the Board voted as follows:

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

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

Quotes Received: \$24,870.00 – Wheeler Roofing and \$31,137.00 – Hollis Roofing

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

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to enter into an agreement with Perry Weather for a Weather Station for use at the Sportsplex during youth recreational games and other events, the Board voted as follows:

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

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



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

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

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to reject all bids for the J. L. King and Patriot’s Park Restroom Facilities and authorization to re-advertise for bids, the Board voted as follows:

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

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

Three bids were received: Byrum Construction, Inc. - \$ 572,000.00
Weathers Construction - \$ 590,000.00
T & M Steel Erectors - \$ 649,803.00

33. MOTION TO ADJOURN UNTIL APRIL 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until April 7, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 20, 2020 AT 3:00 P.M.**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on March 20, 2020 at 3:00 p.m. in the Municipal court room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. Alderman Jason Walker attended telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer who also attended telephonically.

The meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE
FRIDAY, MARCH 20, 2020 AT 3:00 P.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF
1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE
HELD IN THE
COURT ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON FRIDAY, MARCH 20, 2020 AT 3:00 P.M.
STARKVILLE, MISSISSIPPI 39759.

The Press and Public are invited to view via Facebook Live
or on the City website www.cityofstarkville.org
in that limited space will be available due to social distancing.

The specific subject of the meeting is as follows:

CITY OF STARKVILLE RESPONSE TO PANDEMIC OF COVID-19

Mayor Lynn Spruill called the meeting to order. She then read the following proposed Resolution:

**A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI, DECLARING A CIVIL EMERGENCY, AND FOR THE CONTROL OF CONTAGIOUS
AND INFECTIOUS DISEASES, AND RELATED PURPOSES**

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization 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, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the emergence and risk of spread of COVID-19 within Mississippi constitutes a public emergency that has resulted in substantial injury or harm to life, health, and property within Mississippi, and in the City of Starkville, and COVID-19 has already been detected in numerous individuals in multiple counties throughout the State; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of March 20, 2020, there are at least 80 cases in Mississippi that have tested positive for COVID-19, resulting in at least one death; and

WHEREAS, the State of Mississippi and the City of Starkville is being adversely affected by the outbreak of the novel coronavirus, COVID-19, and there exists a continued threat to the public's safety, private property and the social and economic welfare to the state; and

WHEREAS, the Centers for Disease Control (CDC) guidelines for responding to COVID-19 recommends avoiding crowds or gatherings of more than 10 people, especially for older adults and individuals with serious chronic medical conditions; and

WHEREAS, the governmental authority of the City of Starkville has reviewed and accepts the findings and recommendations of the CDC; and

WHEREAS, the City of Starkville, as a college town, is densely populated, and contains significant populations of both older, at-risk individuals in the City's large retirement community, and younger individuals who travel broadly and frequently; and

WHEREAS, Miss. Code Ann. §45-17-3 allows the City of Starkville to proclaim a civil emergency if it determines that a natural disaster which has caused death or injury has occurred; and

WHEREAS, the City finds COVID-19 a natural disaster which has caused and will continue to cause injury to persons to such an extent that extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code. Ann. §45-17-5 allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD of Aldermen of the City of Starkville, that the City of Starkville hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: Effective immediately and for a period of thirty days unless extended by Motion and Order of the governing authority of the City of Starkville, all restaurants shall only serve food using drive-through, curbside (only) pick-up, or delivery methods, and shall not allow the use by the public of interior or exterior common dining or bar facilities.

Section 2: Effective immediately and for a period of thirty days unless extended by Motion and Order of the governing authority of the City of Starkville, the businesses, clubs, organizations, places of worship, or other gatherings within the City's boundaries shall adhere to the guideline of the Centers for Disease Control (CDC) to limit crowds or gatherings to no more than 10 people, with the exclusion of essential services including, but not limited to, hospitals, nursing homes, health clinics, drug stores, pharmacies, banks, grocery stores, convenience stores, and gas stations.

Section 3: The City, through future action of the Mayor and Board of Aldermen, may order a general curfew or shelter-in-place applicable to such geographical areas of the municipality, or to the municipality as a whole, as advisable, and applicable during such hours of the day or night as necessary in the interest of the public safety and welfare, with such curfew only to remain in effect for a period not to exceed five days, or an earlier date of rescission as may be ordered by the Mayor and Board of Aldermen.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

1. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING A CIVIL EMERGENCY, AND FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES, AND RELATED PURPOSES

Alderman Walker made the motion, which was seconded by Alderman Beatty to adopt the foregoing Resolution, which was introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on March 20, 2020, and was at said meeting, read, considered, and adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the result was as follows:

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

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

Mayor Spruill then read the following proposed Ordinance:

Ordinance 2020-01

ORDINANCE AMENDING CHAPTER 1, CODE OF ORDINANCES OF THE CITY OF STARKVILLE, MISSISSIPPI – GENERAL PROVISIONS

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

SECTION I. That Section 1-10, General penalties, continuing violations; is hereby amended as follows:

Change title of section as follows:

General penalties, continuing violations; penalties for violations of resolutions or orders related to emergencies.

Add new subsection (c) to read as follows:

(c) Any time the Mayor and/or Board of Aldermen shall make any resolution, rule, order, or regulation to prevent the introduction and spread of contagious or infectious diseases, to prevent or alleviate eminent danger to the public safety because of freedom of movement of the City's residents, to regulate the entrances and the way of ingress and egress to and from buildings, in furtherance of a proclamation or declaration of a local or civil emergency, or as otherwise necessary for emergency management purposes, any such rule, order, or regulation shall have the full force and effect of law once recorded in the office of the city clerk. The violation of any such rule, order, or regulation shall be punished by a fine not exceeding \$1,000.00 or imprisonment for a term not exceeding 90 days, and the cost of prosecution, or by both such fine and imprisonment, in the discretion of the municipal judge, except as provided otherwise by state law. Each day any violation of any such resolution, rule, order, or regulation shall continue shall constitute a separate offense.

SECTION II. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herein shall be, and the same are hereby repealed.

SECTION III. EFFECTIVE DATE

The Mayor and Board of Aldermen find that this ordinance is adopted for the immediate preservation of the public peace, health and safety of the residents of the City of Starkville. For the reasons set forth in the Resolution Declaring a Civil Emergency adopted at their specially called meeting on March 20, 2020, the Mayor and Board of Aldermen further find that this ordinance should be effective immediately upon its adoption by unanimous vote of the Board of Aldermen.

2. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 1, CODE OF ORDINANCES OF THE CITY OF STARKVILLE, MISSISSIPPI – GENERAL PROVISIONS

The above ordinance having being first reduced to writing and read and considered section by section at a public meeting of the governing authorities of the City of Starkville Mississippi on motion of Alderman Walker, seconded by Alderman Sistrunk, and the roll being called, the same was approved by the following votes:

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

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

3. MOTION TO ADJOURN UNTIL APRIL 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until April 7, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)



**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF STARKVILLE
FRIDAY, MARCH 20, 2020 AT 3:00 P.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES
HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE HELD IN THE
COURT ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON FRIDAY, MARCH 20, 2020 AT 3:00 P.M.,
STARKVILLE, MISSISSIPPI 39759.

The Press and Public are invited to view via Facebook Live
in that limited space will be available due to social distancing.

The specific subject of the meeting is as follows:

CITY OF STARKVILLE RESPONSE TO PANDEMIC OF COVID-19


MAYOR D. LYNN SPRUILL

Date / Time Signed: MARCH 20, 2020, 9:30 A.M.

RECORD OF SERVICE
OF SPECIAL CALLED MEETING TO BE HELD
FRIDAY MARCH 20, 2020 AT 3:00 P.M.

<u>OFFICIAL</u>	<u>DATE/TIME/PLACE</u>	<u>OFFICER</u>	<u>ELECTED OFFICIAL'S SIGNATURE</u>
MAYOR SPRUILL CITY HALL	_____	_____	SIGNED NOTICE
ALDERMAN CARVER 703 GREENSBORO ST. OR 662-769-0792			
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574	_____	_____	emailed receipt
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	_____	_____	emailed receipt
ALDERMAN WALKER 204 N NASH ST 662-617-0130	_____	_____	emailed receipt
ALDERMAN BEATTY 112 ST CHARLES AVE 662-418-8978			
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300	_____	_____	emailed received
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004			
ATTORNEY LATIMER	_____	_____	SERVED BY E-MAIL

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 24, 2020 AT 10:00 A.M.**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on March 20, 2020 at 10:00 a.m. in the Municipal court room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. Alderman Jason Walker attended telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

The meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE
TUESDAY, MARCH 24, 2020 AT 10:00 A.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE
TO BE HELD IN THE
COURT ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON TUESDAY, MARCH 24, 2020 AT 10:00 A.M.
STARKVILLE, MISSISSIPPI 39759.

The Press and Public are invited to view via Facebook Live
or on the City website www.cityofstarkville.org
in that limited space will be available due to social distancing.

The specific subject of the meeting is as follows:

**CONSIDERATION OF FURTHER BOARD ACTIONS AND CITY OF STARKVILLE
RESPONSE TO THE CORONAVIRUS COVID-19 PANDEMIC.**

Mayor Lynn Spruill called the meeting to order. She then read the following proposed Resolution:

**SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES FOR
THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE
PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED
PURPOSES**

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization 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, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the emergence and risk of the spread of COVID-19 within Mississippi continues to constitute a public emergency that has resulted in substantial injury or harm to life, health, and property within Mississippi, and in the City of Starkville, and COVID-19 has already been detected in numerous individuals in multiple counties throughout the State, and in several individuals within Oktibbeha County, Mississippi; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of March 23, 2020, there were at least 249 cases in Mississippi of individuals who have tested positive for COVID-19, resulting in at least one death in the State; and

WHEREAS, the State of Mississippi and the City of Starkville continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public's safety, private property and the social and economic welfare of this City, County, and State; and

WHEREAS, the Centers for Disease Control (CDC) and the Mississippi Department of Health guidelines for responding to COVID-19 recommend avoiding crowds or gatherings of more than 10 people; and

WHEREAS, the governing authority of the City of Starkville has reviewed and accepts the findings and recommendations of the CDC and the Mississippi Department of Health; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Section 45-17-3 of the Mississippi Code allows the City to proclaim a civil emergency if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §45-17-5 allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following additional emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: Because of the likelihood of close person-to-person contact, which increases dramatically the likelihood of the spread of infectious disease, effective immediately and for a period of fifteen days unless extended by Motion and Order of the governing authorities of the City of Starkville, all non-essential businesses and business functions including all bars, entertainment venues, meetings of fraternal and civic organizations, theatres, recreational facilities, tattoo parlors, barbershops, hair/beauty/nail/tanning salons, spas, gyms, convention centers, community centers and parks (except for walking trails), shopping centers, retail stores (except where curbside is available and utilized) shall be closed to the public. This Section also applies to municipally owned convention spaces, community centers, and parks (except for walking trails). Persons who have rented municipally owned facilities shall be entitled to a full refund of any rental sums and deposits paid, with such refunds to be paid as determined by the Mayor of the City of Starkville.

Section 2: Effective immediately and for a period of fifteen days unless extended by Motion and Order of the governing authorities of the City of Starkville, all churches, temples and places of worship, assemblages and gatherings, including but not limited to private clubs within the City limits of the City of Starkville, shall adhere to the guidelines of the Centers for Disease Control (CDC) and the Mississippi Department of Health, and shall limit crowds, and assemblages or gatherings to no more than 10 people. This provision shall apply (non-exclusively) to funerals, weddings, and other social gatherings.

Section 3: Effective immediately and for a period of fifteen days unless extended by Motion and Order of the governing authorities of the City of Starkville, all essential businesses, agencies and units of government located within the City of Starkville shall take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department

of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially Covid-19. To the extent the enforcement of this Section 3 might impair or impede the practical and safe operation of essential service businesses, the following are to remain operational following the CDC guidelines: City government services (police stations, fire stations, courts, garbage/sanitation, utilities, and such other services as the Mayor shall determine), hospitals/clinics and healthcare operations (nursing homes and assisted living facilities), veterinarian offices, gas stations, drug stores and pharmacies, food services (grocery stores, farmers markets, food banks, convenience stores, discount/dollar stores, take-out, curbside and delivery restaurants), hardware stores, security companies, businesses providing services necessary to maintain the safety, sanitation and essential operation of residents (plumbers, electricians, landscapers, HVAC services, and the like), banks, community benefit organizations on a case-by-case basis (United Way, OSERV, Salvation Army, Red Cross, etc.), laundromats/laundry services, cemeteries, manufacturing and industry in support of essential service businesses or in the supply chain for essential service businesses, and professional services which service companies and individuals who or which are essential businesses, agencies, or governmental units (such as accountants, attorneys, engineers, architects, etc.), to the extent such professional services are able to operate under CDC and the Mississippi Department of Health regulations. In determining essential services versus non-essential services, the City of Starkville adopts the guidelines contained in the Memorandum on Identification of Essential Critical Infrastructure Workers During Covid-19 Response, promulgated by the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency, on March 19, 2020.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 5: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

1. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES, AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

Alderman Sistrunk offered a motion, which was seconded by Alderman Beatty, to adopt the foregoing Resolution, which was introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on March 24, 2020, and was at said meeting, read, considered, paragraph by paragraph, section by section, then as a whole with motion to include “or delivery” as it relates to retail and striking “shopping centers” from Section One.

Following discussion, Alderman Carver called the question.

The motion was put to a roll call vote with the result as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

3. MOTION TO ADJOURN UNTIL APRIL 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until April 7, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)



**THERE WILL BE A SPECIAL CALLED MEETING ON
TUESDAY, MARCH 24, 2020
AT 10:00 AM ON THE FIRST FLOOR IN THE BOARD ROOM
OF STARKVILLE CITY HALL
110 WEST MAIN STREET
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI**

OFFICIAL AGENDA

- 1. CALL THE MEETING TO ORDER**
- 2. CONSIDERATION OF FURTHER BOARD ACTIONS AND CITY OF STARKVILLE RESPONSE TO THE CORONAVIRUS COVID-19 PANDEMIC.**
- 3. ADJOURN UNTIL APRIL 7, 2020 @ 5:30 PM IN THE BOARD ROOM ON THE FIRST FLOOR OF CITY HALL LOCATED AT 110 WEST MAIN STREET.**

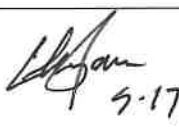


MAYOR

Date Agenda Signed: MARCH 23, 2020
2:00 P.M.

**RECORD OF SERVICE
OF SPECIAL CALLED MEETING
ON MONDAY, MARCH 23, 2020
AT 1:30 P.M.**

OFFICIAL DATE/TIME/PLACE OFFICER OFFICIAL'S SIGNATURE

MAYOR SPRUILL CITY HALL	----- ----	----- -	-----
ALDERMAN CARVER 703 GREENSBORO STREET 662-769-0920	electronic Response @ 2:28pm		
ALDERMAN SISTRUNK 522 CHESTNUT DRIVE 662-418-4574	electronic response @ 2:29pm		
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	electronic Response @ 2:49pm		
ALDERMAN WALKER 405 SHADOWOOD 662-617-0130	electronic Response @ 2:19pm		
ALDERMAN BEATTY 112 ST CHARLES AVE 601-935-2538	3/23/20 Residence	 5-17	Preston H. Beatty
ALDERMAN PERKINS 628 HOSPITAL RD OR 309 Dr M L King Jr Dr E, # 104 662-324-7300	electronic response @ 2:43pm		
ALDERMAN VAUGHN 105 HENDERSON ST 323-2004	3/23/20 Residence	 5-9	Henry N. Vaughn
ATTORNEY LATIMER	X	X	X



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 7, 2020
PAGE: Page 1 of 7

SUBJECT:

Public Hearing and Consideration of VA 20-02 a request for a variance from rear setback at 104 McKinley Street in an TN-E zoning district with the property #102A-00-077.00

BACKGROUND INFORMATION:

The applicant, Donald Buckner Jr., is requesting a variance from the rear setback requirements at 104 McKinley Street. The applicant's home was recently destroyed by fire and they have begun the process of applying for building permits to construct a new single unit residential dwelling on the property. The property fronts McKinley Street and back up to railroad right-of-way. The lot is triangular shaped. Due to the shape of the lot, there are limited options for locating the proposed dwelling. The applicant can site the proposed dwelling to comply with front and side setbacks, but not the rear setback adjacent to the railroad right-of-way. The applicant is requesting relief from the rear setback minimum of 15'. The requested rear setback is 10'. On March 25, 2020, the Board of Adjustments and Appeals recommended approval 5 to 0.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 3, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION:

As of this date, the Planning Office has received no phone calls about the request.

ANALYSIS:

In the opinion of the Planning Department the proposed variance request does meet the criteria for variance review and approval. The reduction in the rear setback would not have any adverse impact on adjacent single dwelling residential property.

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 VA 20-02 a request for variance relief from rear setback requirements at 104 McKinley Street.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 20-02 Request for a variance from rear setback at 104 McKinley Street in an TN-E zoning district with the property #102A-00-077.00
Date: March 25, 2020

The purpose of this report is to provide information regarding a variance request from rear setbacks by Donald Buckner Jr. at 104 McKinley Street in an TN-E zoning district with the property #102A-00-077.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant's home was recently destroyed by fire and they have begun the process of applying for building permits to construct a new single unit residential dwelling on the property. The property fronts McKinley Street and back up to railroad right-of-way. The lot is triangular shaped. Due to the shape of the lot, there are limited options for locating the proposed dwelling. The applicant can site the proposed dwelling to comply with front and side setbacks, but not the rear setback adjacent to the railroad right-of-way. The applicant is requesting relief from the rear setback minimum of 15'. The requested rear setback is 10'. If the request for Variance is recommended for approval or denial, the applicant's requests will be heard by the Board of Aldermen at the April 7, 2020 meeting.

VARIANCE REQUEST FROM

Section 6.3.4.B.4 Rear setback (min) of 15'. (Page 6-4 of the Unified Development Code)

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. Hardship. That the hardship has not resulted from the actions of the applicant.
- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
- E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 3, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no phone calls about the request.

ANALYSIS

In the opinion of the Planning Department the proposed variance request does meet the criteria for variance review and approval. The reduction in the rear setback would not have any adverse impact on adjacent single dwelling residential property.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 20-02 Aerial

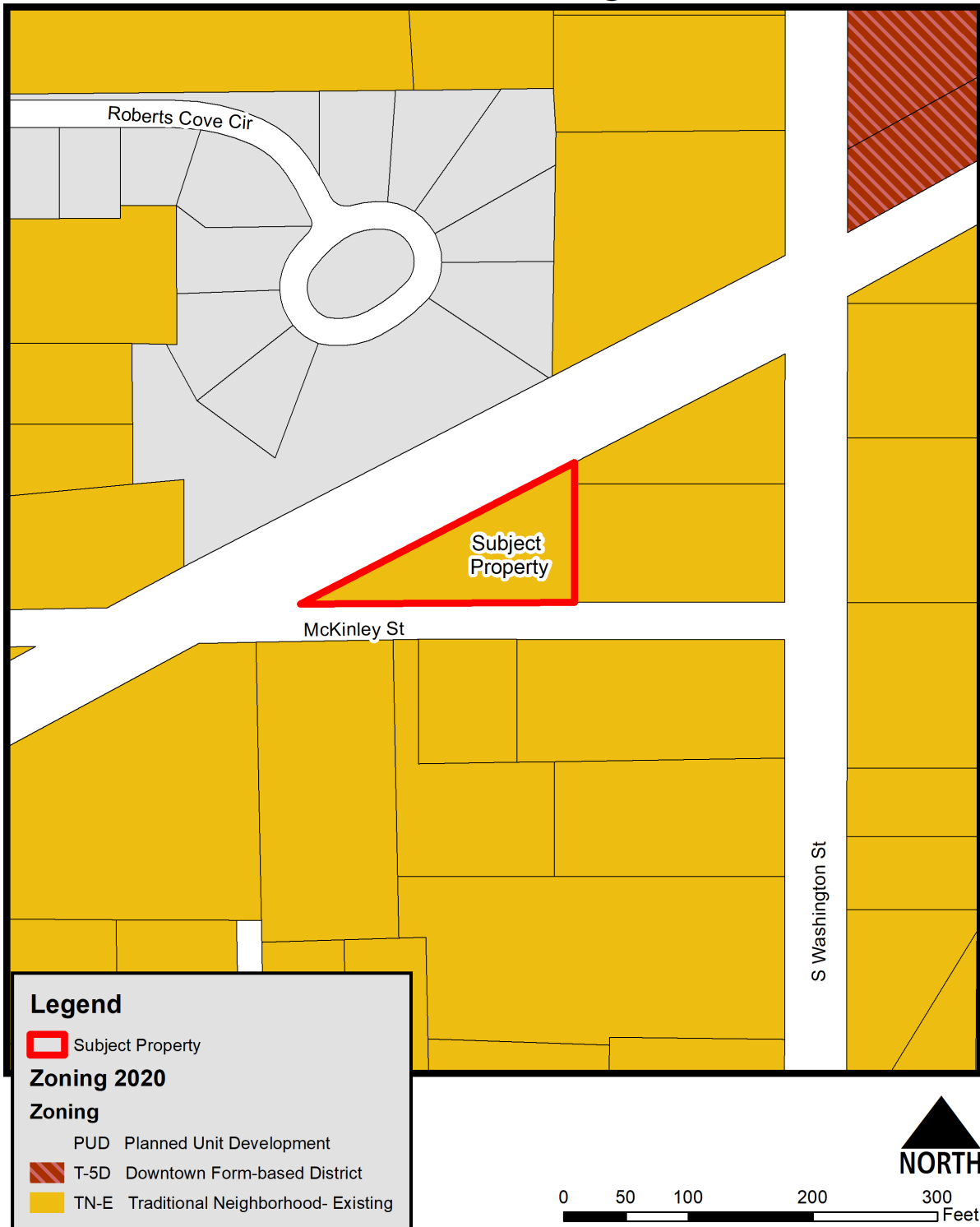


Legend

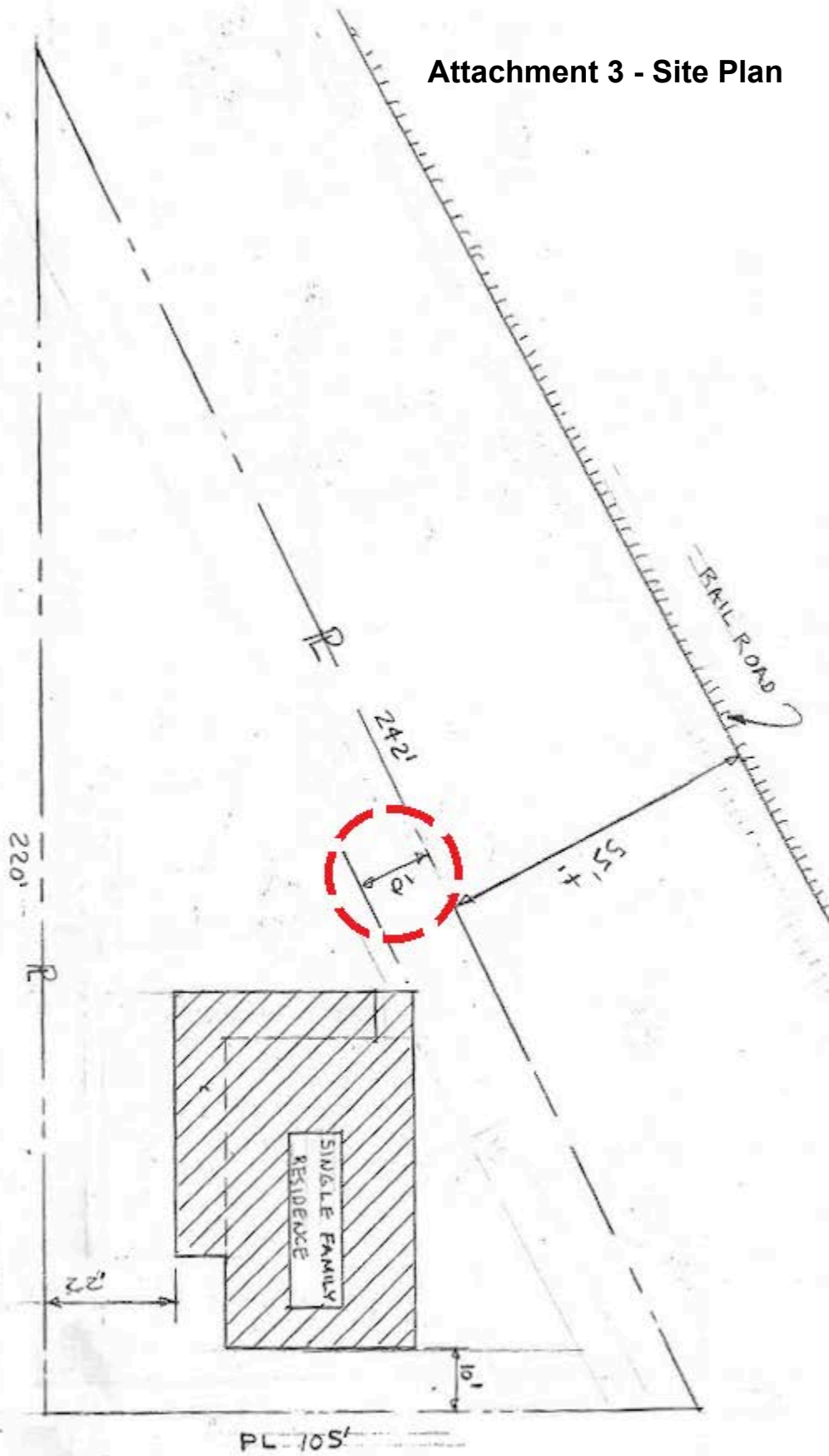
 Subject Property



Attachment 2
VA 20-02 Zoning



Attachment 3 - Site Plan



MCKINLEY STREET

STARKVILLE MS

Attachment 4- Elevations





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 7, 2020
PAGE: Page 1of 11

SUBJECT:

Public Hearing and Consideration of SE 20-02 a request for a Special Exception to allow for an Accessory Dwelling Unit at 607 Old West Point Road in an SD-2 with the parcel number 117L-00-001.00

SUMMARY:

The applicant is seeking a Special Exception to convert an existing accessory structure into an accessory dwelling unit. The existing structure is original to the house and was previously used as storage. The applicant is currently operating a bed and breakfast out of the main house. The accessory dwelling would be used as part of the bed and breakfast. The proposed dwelling is a one-story building with the exterior dimensions of 18 feet by 20 feet for a total square footage of 360.

20 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on March 20, 2020 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call against the request, one in person visit, one email about the request (Attachment A), and one letter against the request (Attachment B)

The Development Review Committee reviewed the special exception at their special meeting on March 10, 2020.

At the March 10, 2020 Planning and Zoning Commission meeting, the Commission voted to recommend approval of the request with two (2) conditions and a deviation from the use standard.

Requested Conditions

1. The applicant shall obtain all required building permits for the use requested;
2. There shall be no separate meters for the accessory dwelling unit, but an electrical disconnect is required for an emergency cutoff.

Requested Deviation from the Use Standard (per Sec.3.4.1)

1. Deviation from Sec.13.5.2.D.3 requiring kitchen facility.

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 SE 20-02 a request for Special Exception to allow for an Accessory Dwelling Unit at 607 Old West Point Road in an SD-2 with the parcel number 117L-00-001.00 with two (2) conditions and a deviation from the use standard.

Requested Conditions

1. The applicant shall obtain all required building permits for the use requested;
2. There shall be no separate meters for the accessory dwelling unit, but an electrical disconnect is required for an emergency cutoff.

Requested Deviation from the Use Standard (per Sec.3.4.1)

1. Deviation from Sec.13.5.2.D.3 requiring kitchen facility.



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: SE 20-02 Request for Special Exception to allow for an Accessory Dwelling Unit at 607 Old West Point Road in an SD-2 with the parcel number 117L-00-001.00
Date: March 10, 2020

The purpose of this report is to provide information regarding Special Exception Request by Lee Carson to allow for an Accessory Dwelling Unit located at 607 Old West Point Road in an SD-2 zoning district with the property #117L-00-001.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to convert an existing accessory structure into an accessory dwelling unit. The existing structure is original to the house and was previously used as storage. The applicant is currently operating a bed and breakfast out of the main house. The accessory dwelling would be used as part of the bed and breakfast. The proposed dwelling is a one-story building with the exterior dimensions of 18 feet by 20 feet for a total square footage of 360.

An Accessory Dwelling Unit is defined as a residential structure containing one dwelling unit that is auxiliary to the primary dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.

The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “accessory dwelling unit” in an SD-2 zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.

5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 20 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 19, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received one phone call against the request and one phone call requesting information.

ANALYSIS

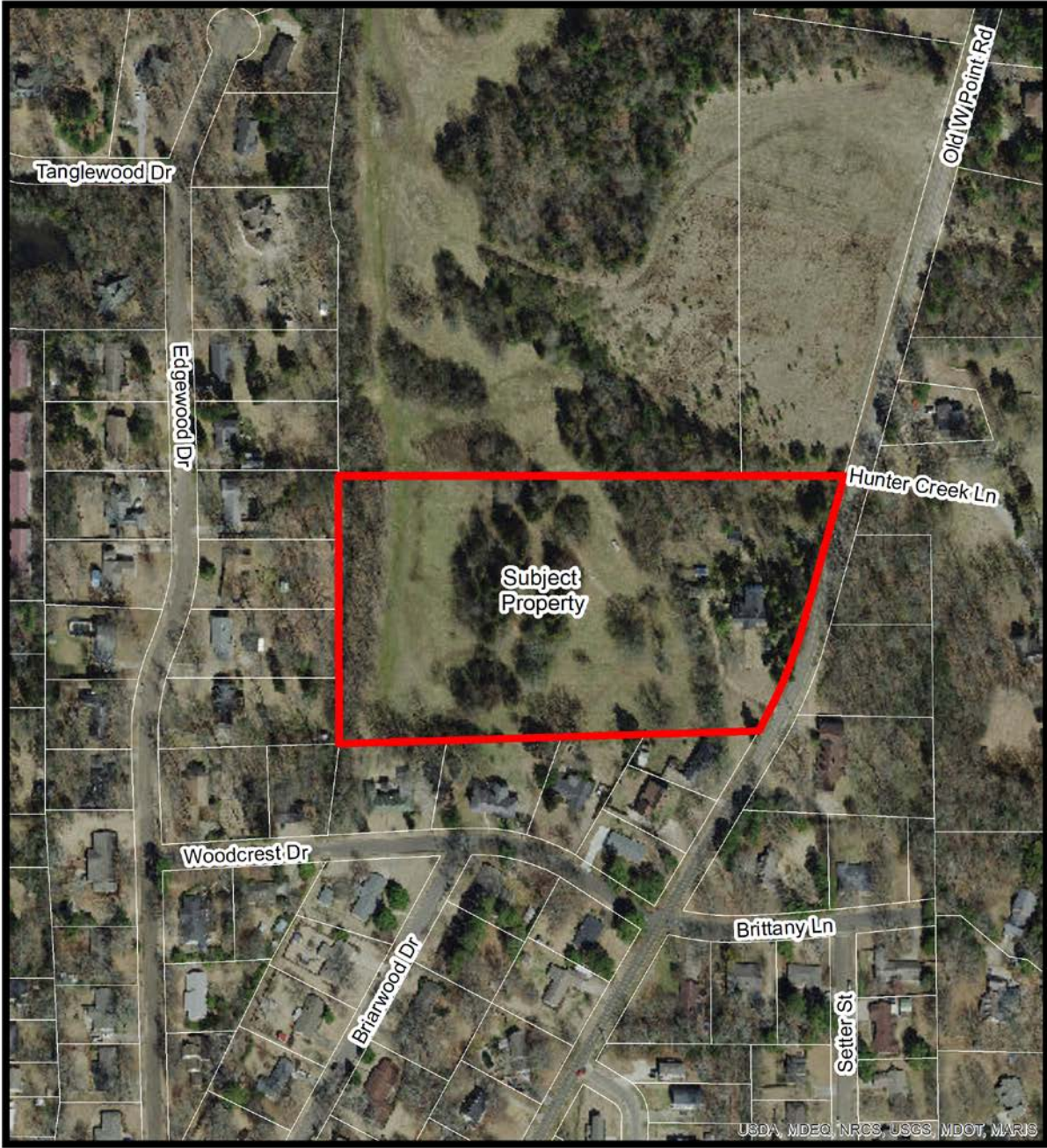
In the opinion of the Planning Department the proposed use associated with the Special Exception request does meet the criteria for special exception review and approval. However, the partially complete structure will need to meet the requirements of the adopted residential building code and all other applicable building codes prior to being occupied.

CONDITIONS OF APPROVAL

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

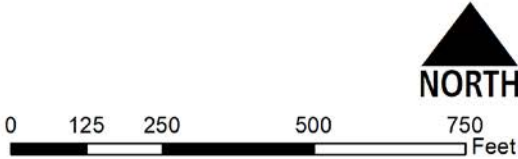
1. The applicant shall obtain all required building permits for the use requested.

Attachment 1
SE 20-02 Aerial

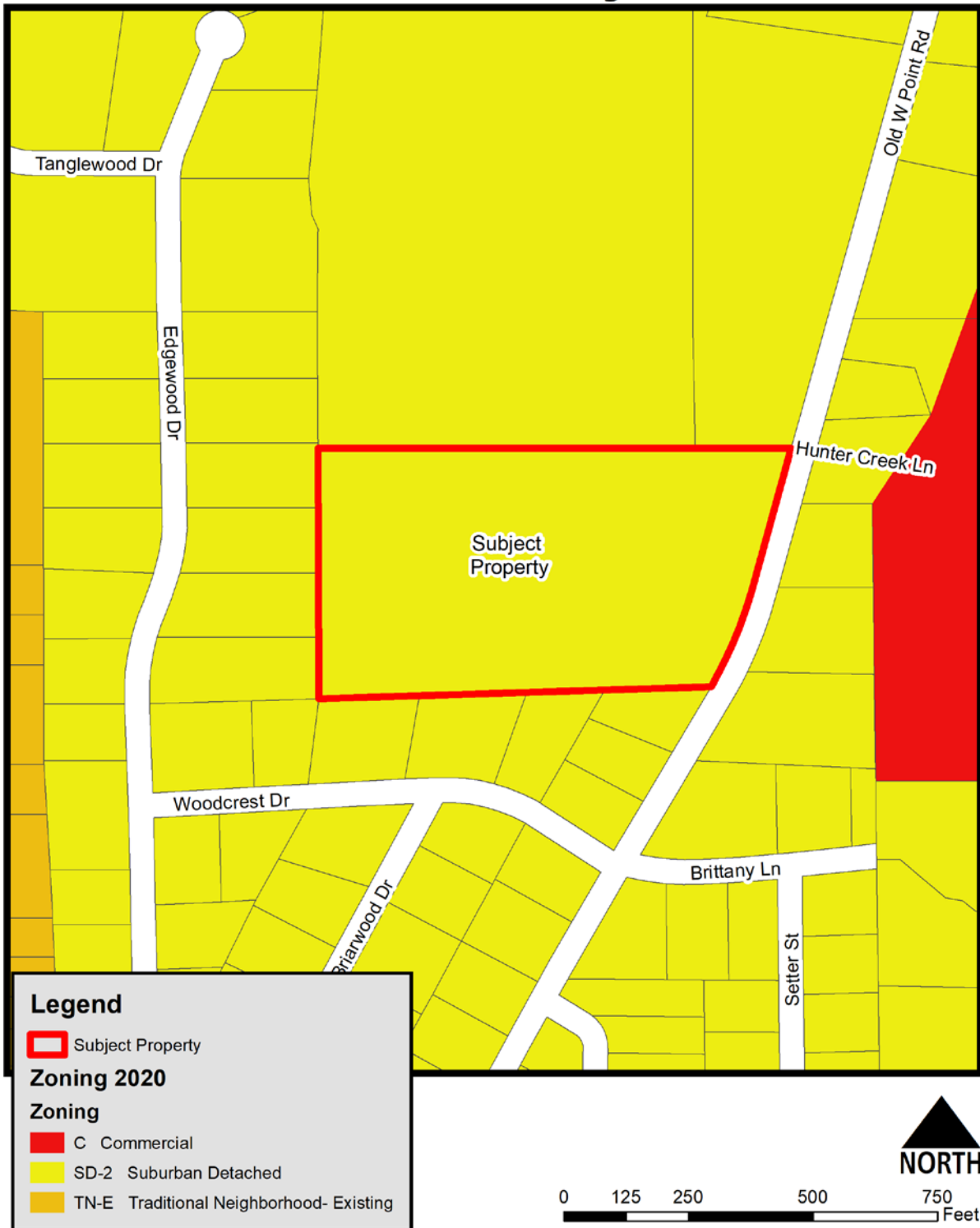


Legend

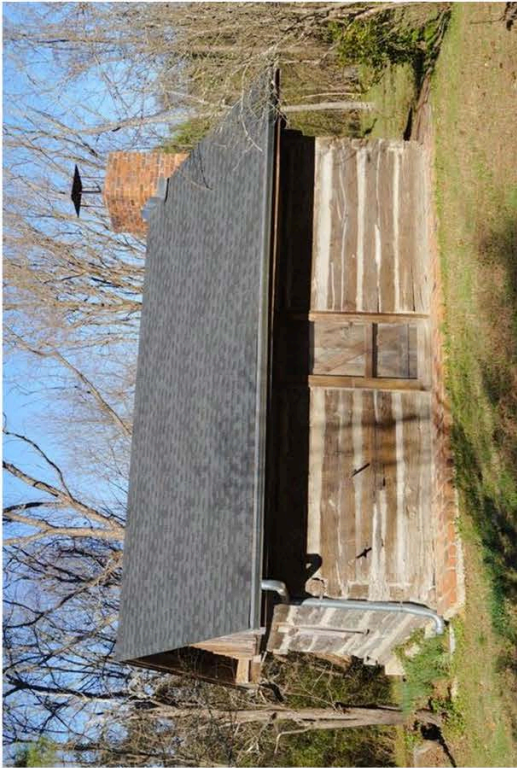
 Subject Property



Attachment 2
SE 20-02 Zoning



Attachment 3- Plan Provided by Applicant



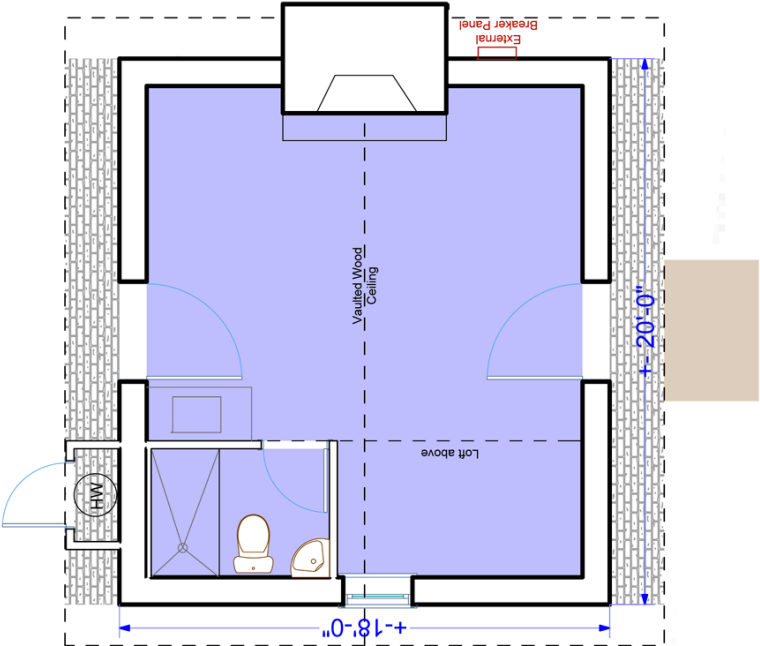
A-1.1C DRAWING:	SCALE:	F.L.C. DRAWN BY: 12/25/2019 DATE:	EXISTING CABIN IMAGES	The Montgomery Bed & Breakfast 607 Old West Point Road	
---------------------------	---------------	---	----------------------------------	---	--

Rework Existing Cabin

Leave Existing cabin nearly the same but update finishes and utilities.

- 1. Add bathroom
- 2. Add HW closet
- 3. Re-insulate
- 4. Re work electrical
- 5. Add mini split or wall AC unit
- 6. Fix rotten wood
- 7. Remove ceiling/add loft
- 8. Add wood on ceiling/walls

All MEP Systems to code:

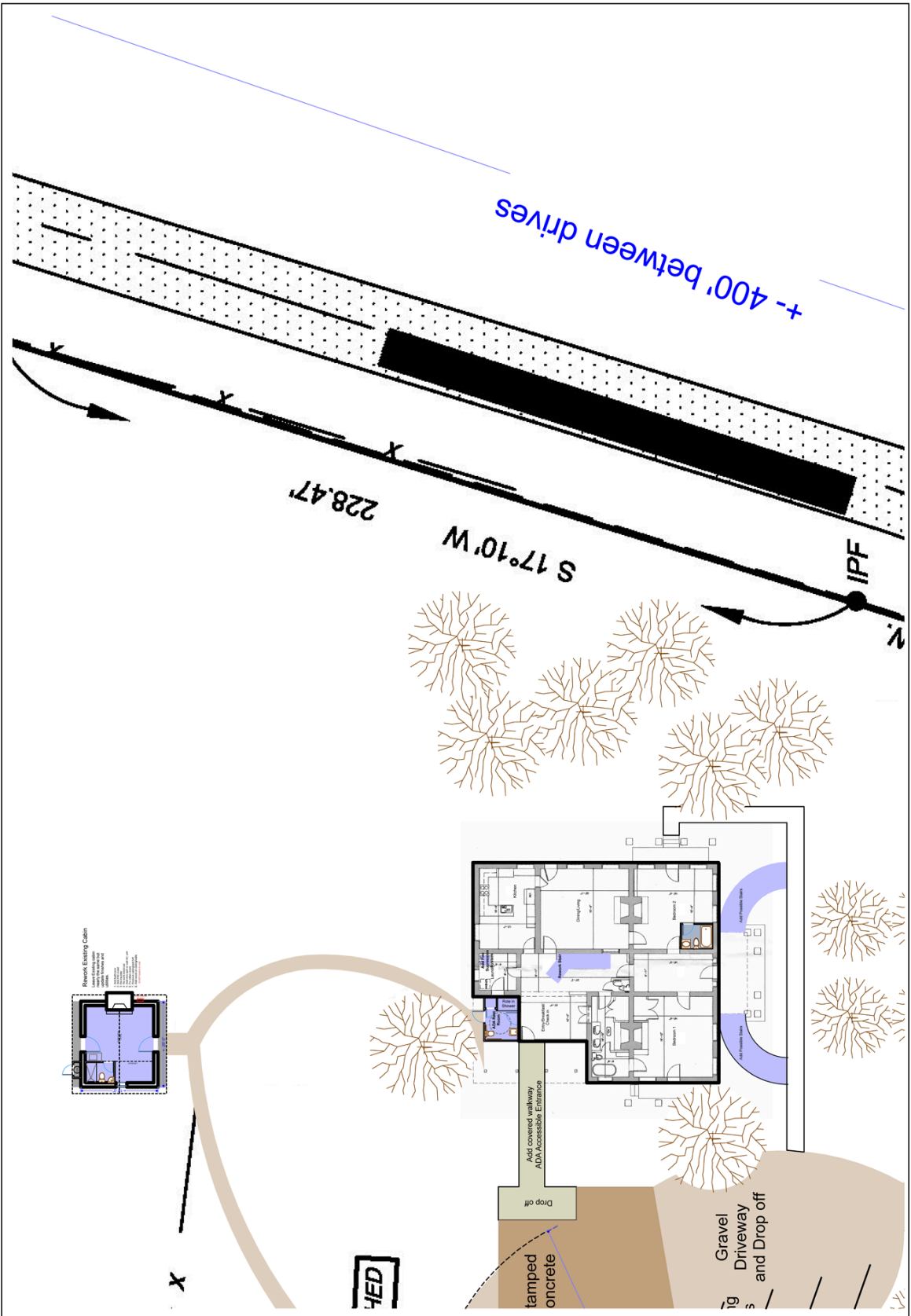


A-1.1B
DRAWING:
1/4"=1'
SCALE:

F.L.C.
DRAWN BY:
12/25/2019
DATE:

CABIN PLAN

The Montgomery
Bed & Breakfast
607 Old West Point Road



A-1.1B DRAWING: 1"=20' SCALE:	F.L.C. DRAWN BY: 12/25/2019 DATE:	CABIN SITE	The Montgomery Bed & Breakfast 607 Old West Point Road
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Attachment A

3/3/2020

City Of Starkville Mail - Application SE 20-02



Daniel Havelin <d.havelin@cityofstarkville.org>

Application SE 20-02

Melanie Mullenax <mmullenax@bellsouth.net>

Tue, Mar 3, 2020 at 11:13 AM

To: e.corban@cityofstarkville.org

Cc: d.havelin@cityofstarkville.org

Emily,
I have a concern about the application for a special exception for the property at 607 Old West Point Road, SE 20-02. I understand the rationale for wanting to renovate the cabin into a space suitable for guest rental. My concern is that additional guest rentals may be constructed on the large piece of property and this exception will set a precedent that will be used in applying for additional units to be constructed. A huge factor that must be considered is the narrow and poor condition of Old West Point Road. It simply cannot handle additional traffic adequately. Soon it will be in the same category as Blackjack Road. And, yes, I do intend to let the aldermen know how I feel about the rapid building of houses off East Garrard Road.

Thanks for the work you do.
Melanie Mullenax

Sent from my iPad

Attachment B

March 4, 2020

Subject: Special exception request for 607 Old West Point Road

Dear Planning and Zoning Commissioners:

We received a notice about the public hearing for a special exception to allow for an accessory dwelling unit in the rear yard at 607 Old West Point Road to be used as part of The Montgomery Bed and Breakfast. City Planner Daniel Havelin provided additional information by phone about this request.

Our concern about the renovation of an existing structure as a single rental unit for the B&B is minimal. However, we oppose this request if it will be argued or considered as a precedent for approving construction of additional rental units for transient travelers on the 10-acre B&B site. Additional rental density would adversely affect the quality of our single-family residential neighborhood.

We understand that plans for additional development of the property must be submitted and approved through the planning process. We will oppose construction of additional short-term rental units for transient populations near permanent residents' homes.

We appreciate your consideration of our concerns.

Sincerely,

Frances McDavid
Sammy McDavid

115 Woodcrest Drive
Starkville, MS 39759

662-418-6673



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: April 7, 2020
PAGE: 1 of 2

SUBJECT: City response to the COVID-19 pandemic

This is for the purpose of addressing the revenue and expense issues related to the pandemic and the subsequent declaration of an emergency with accompanying Governor's Executive Orders. 1463 and 1466.

AMOUNT & SOURCE OF FUNDING: .

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Lynn Spruill 662-648-9706

SUGGESTED MOTION:

Move approval of

- 1) temporary 60 day suspension of the employee pay raises approved for April on September 17, 2019 until the pay period end date of June 18, 2020.
- 2) imposing a temporary (60 day) hiring freeze on the city with the exception of the Director of Parks and Recreation and Water Treatment Operator to be reconsidered by the board at the regular meeting of June 2, 2020.
- 3) suspension of all travel and equipment purchases for the next 60 days (except for those purchases associated with existing projects such as the southwest substation and wastewater treatment plant construction) to be reconsidered by the Board at the regular meeting of June 2, 2020.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 01/07/2020
PAGE: 1

SUBJECT: Consideration of project Budget Modification #10 – Starkville Parking Garage
CDBG Project #R-103-347-01-KED

AMOUNT & SOURCE OF FUNDING - \$8,000,000; Mississippi Development Authority – Disaster Recovery

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Mayor's Office

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE APPROVAL TO AUTHORIZE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM \$40,000,000 TO \$40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE."

MDA DRD
BUDGET MODIFICATION WORKSHEET
(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	\$ 140,000.00	\$ 140,000.00	\$ 0.00
Engineering	\$ 437,000.00	\$ 437,000.00	\$ 0.00
Acquisition	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 40,000.00	\$ 40,000.00	\$ 0.00
Construction	\$ 6,910,430.00	\$ 6,910,430.00	\$ 0.00
Contingency	\$ 0.00	\$ 0.00	\$ 0.00
Construction Management	\$ 432,570.00	\$ 432,570.00	\$ 0.00
Testing	\$40,000.00	\$40,000.00	\$ 0.00
	TOTAL	TOTAL	TOTAL
	\$ 8,000,000.00	\$ 8,000,000.00	\$ 0.00

Comments: No changes were made to the CDBG budget; Local/Private line items were revised to reflect final, actual expenditures.

MISSISSIPPI DEVELOPMENT AUTHORITY**MODIFICATION SIGNATURE SHEET****501 North West Street • Post Office Box 849****Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.

City of Starkville
Honorable D. Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Phone: (662) 323-4583
Fax: (662) 324-4015
Parking Structure for Cotton Mill Marketplace

2. Effective Date: December 13, 2019

2. Contract Number:

R-103-347-01-KED

Grant Number:

4. Modification Number:

10 (TEN)

5. Grant Identifier: (Funding Source & Year):
CFDA #14.219 & 14.228

6. Beginning and Ending Dates:

10-26-2010 through 12-31-2019

7. Page 1 of 3

8. As a result of this modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: :Local/ Private
From	\$8,000,000	\$0	\$40,000,000.00
TO	\$8,000,000	\$0	\$40,572,279.66
Increase of:	\$0	\$0	\$ 572,279.66
Decrease of:	\$0	\$0	\$0

9. The above recipient is hereby modified as follows:

To update project budget to reflect final, actual Local/Private expenditures.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature

Date

Name: Jamie M. Miller

Title: Deputy Director
Governmental Affairs

12. Approved for Recipient:

04-07-2020

Signature

Date

Name: Honorable D. Lynn Spruill

Title: Mayor, City of Starkville



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: April 7, 2020
PAGE: 1

SUBJECT: Consideration of continued administrative leave with pay for City Staff.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

Motion from March 17, 2020 Recess Meeting:

CONSIDERATION OF ADMINISTRATIVE LEAVE FOR CITY STAFF.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion that all City staff on administrative leave pursuant to the Governor's proclamation and declared state of emergency related to Covid-19, the Coronavirus, be paid their regular respective wages in full, with such payment to be revisited during the Board of Aldermen's Regular Meeting of April 7, 2020, otherwise to remain in full force and effect until further Order of the Board of Aldermen. The Board voted as follows:

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

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



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 4.6.2020
PAGE: 1**

SUBJECT: Discussion and consideration to appoint Rev. Dr. Ronnie Tucker to fill a vacancy for the Library Board of Trustees for a term appointment of October 1, 2019 - September 30, 2024.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: The advertisement for vacant position with the Library Board of Trustees was advertised in the Starkville Daily Newspaper on the following dates: March 12, 15, 18, 22, 25, 29, 2020. One letter of interest was received by applicant, Rev. Dr. Ronnie Tucker.

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appoint Rev. Dr. Ronnie to fill a vacancy with the Library Board of Trustees for an appointment term of October 1, 2019 - September 30, 2024.

March 26, 2020

Ms. Vickie M. Hampton
Administrative Assistant
110 West Main Street
Starkville, MS 39759

Dear Ms. Hampton:

My name is Rev. Dr. Ronnie B. Tucker, Sr. and I am writing to express my interest in serving as a member of the Library Board of Trustees. I am a graduate of Mississippi State University with a Ph.D. in Public Administration. I am currently serving as the pastor of the Mt. Peiler Missionary Baptist Church, located at 840 North Jackson Street, here in Starkville. I also serve as a Chaplain for the Starkville Police Department.

I firmly believe that my academic preparation, as well as vocational experience has provided me with necessary expertise to serve as a vital member of the Library Board of Trustees. As an academican who actively engages in research, I fully understand the need for having adequate library resources. It is imperative that todays library has updated technology, digital resources, adequate professional resources; and yet maintain the necessary information for the normal user of the library. I developed a deep appreciation for library resources during the course of writing my dissertation as well as doing literature review for recent articles for publication. As we all know, the technology for information data continues to change every day and it is important that the Starkville Library is meeting those changes.

I believe in being actively engaged in the local community, and therefore would not take this appointment lightly. I would endeavor to ensure that my appointment is in fact a positive one that brings additional expertise to the existing Library Board of Trustees. I have an enormous amount of experience in working with diverse groups and I am a strong advocate of education. I believe that the Library is a vital resource for our community. I will work diligently with the library staff to assist in assuring that the Starkville Library operates at its peak capacity.

I am willing to commit the time required to serve as a Library Board of Trustee member; and understand the task required of this position. I am committed to being involved in the city of Starkville, as I believe that community involvement is a part of ones civic duties. I am excited about the potential of becoming a member of the Library Board of Trustees and look forward to an opportunity to discuss my credentials. Please feel free to contact me if you have any further questions. My home phone number is 662-268-8910 and my email address is rtucker066@gmail.com. Thank you for your time and attention regarding this matter.

Sincerely,
Rev. Dr. Ronnie B. Tucker, Sr.

PUBLIC NOTICE
THE CITY OF STARKVILLE, MISSISSIPPI
IS SEEKING POTENTIAL CANDIDATES FOR
APPOINTMENT TO THE VARIOUS BOARDS
AND COMMISSION

Current opening(s):

Library Board of Trustees
(one vacancy for a term appointment that will expire
September 30, 2024)

Planning and Zoning Commission
(for an unexpired term that will expire June 30, 2025
Ward 3)

Historic Preservation Commission
(for an unexpired term that will expire July 11, 2021)

Deadline for all submissions to each board/commission listed
will be March 30, 2020 by 12:00 p.m. In the event, no
submissions are received, by the deadline date the City will
continue to seek potential candidates until all vacancies are
filled.

Send all submissions to:

Vickie Hampton
City of Starkville –City Hall
110 West Main Street
Starkville, MS 39759



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: April 7, 2020
PAGE: 1

SUBJECT: Request Approval for Leasing the Tillable Land and Newly Cleared Land Located at George M. Bryan Field South and West of the Runway and Taxiway and Inside the Fenced Area for One Year to Mr. Kyle Knight in the amount of \$2,951.00

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: This is the sole bid received for this request. It is higher than previous years' proposals. This lease helps the airport with some income and we don't have to request it to be mowed or mow it ourselves.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Leasing the Tillable Land and Newly Cleared Land Located at George M. Bryan Field South and West of the Runway and Taxiway and Inside the Fenced Area for One Year to Mr. Kyle Knight in the amount of \$2,951.00

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into on this the 8th day of April, 2020, by and between the **CITY OF STARKVILLE, MISSISSIPPI, "Lessor", and KYLE KNIGHT, "Lessee"**.

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2020, and shall continue through and expire on April 7, 2021, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2021.

4. RENT. The rent for the subject property shall be \$2,951.00 per year and shall be made in one lump sum payment on or before April 15, 2020. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Twenty Six Dollars and Zero Cents (\$26.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2020. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations,

and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or

permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on

the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and

expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives

duly authorized so to do.

LESSEE

LESSOR

CITY OF STARKVILLE, MS

BY: _____
D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2020.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

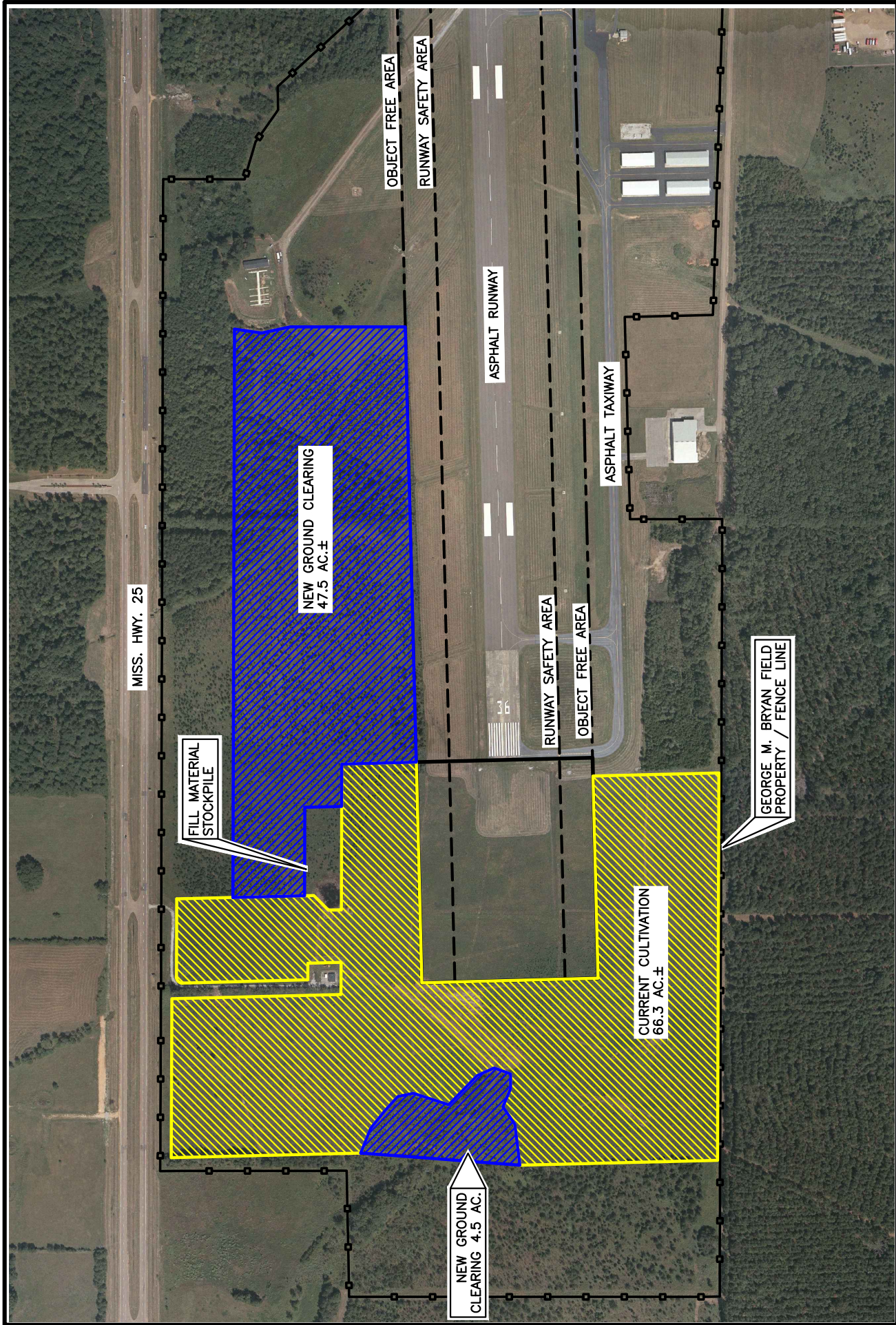
Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _____ day of _____, 2020.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE	FIGURE 1
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 7, 2020
PAGE: Page 1 of 6

SUBJECT:

A Special Event request by the Starkville Area Arts Council to hold the 2020 Cotton District Arts Festival and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$12,300.00 with the funding being indirectly associated with the cost of city services from five departments.

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

Police Department	\$ 4,850.00
Sanitation Department	\$ 4,650.00
Fire Department	\$ 750.00
Street Department	\$ 850.00
<u>Starkville Utilities</u>	<u>\$ 1,200.00</u>
TOTAL	\$12,300.00

AUTHORIZATION HISTORY:

The applicants are requesting in-kind services to hold the 2020 Cotton District Arts Festival in the Cotton District from 8am to 5pm for the originally scheduled date of April 18, 2020. The event will have a setup time of 5am and a takedown time of 7 pm. The requested service includes Starkville Police Department, Sanitation Department, Fire Department, Street Department, and Starkville Utilities with a total cost \$12,300.00.

Due to public health concerns, the event will need to be rescheduled to a later date. SAAC will notify the Special Events Committee of the alternative date and submit an updated insurance policy.

**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 Cotton District Arts Festival and have City participation with in-kind services:

1. The applicant shall notify the Special Events Committee of the alternative date and submit an updated insurance policy.
2. The event may be cancelled or delayed, subject to available information about COVID-19 and as determined by the BOA.

SPECIAL EVENT APPLICATION

City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: events@cityofstarkville.org



APPLICANT'S INFORMATION

Phone: (662) 324-3080

Applicant's Name: John W. Bateman

Applicant's Email: director@starkvillearts.org

EVENT INFORMATION

Event Name:

COTTON DISTRICT ARTS FESTIVAL

Is this a reoccurring event?

☒ Yes ☐ No

Organization Type?

☒ Non-Profit ☐ For Profit

Organization's Name:

Starkville Area Arts Council

Organization's Address: 101 S. Lafayette Street, Suite 18, 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)

18 APRIL 2020

(date)

9:00 AM

(time)

(to)

18 APRIL 2020

(date)

5:00 PM

(time)

Event Setup and Takedown

(from)

5:00 AM

(date)

(to)

7:00 PM

Date & Time:

(date)

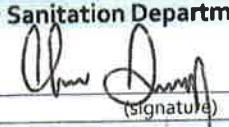
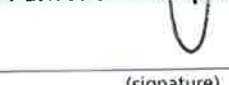
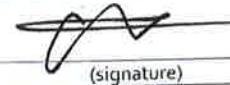
(time)

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:

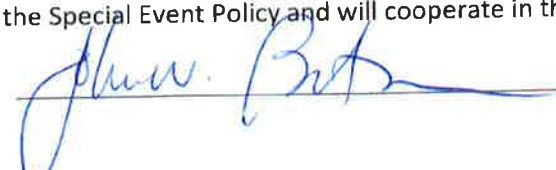
Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☒ Yes ☐ No	☒ Yes ☐ No	☒ Trash Collection	☐ Personnel	☒ Electrical Service	☒ Placement of Bollards for a street closing
		☒ Street Sweeper	☐ Facilities	☒ Hanging Banner	
		☐ Personnel	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

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

Police Department cost: <u>\$4,850.00</u>	Sanitation Department cost: <u>\$4650.00</u>	Utility Department cost: <u>\$1200.00</u>
		
3-12-20	3-12-20	3/1/20
(signature)	(signature)	(signature)
Fire Department cost: <u>\$750.00</u>	Park and Rec Department cost: _____	Street Department cost: <u>\$850.00</u>
		
3-12-20		3/12/20
(signature)	(signature)	(signature)

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:

March 9, 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:

Starkville Area Arts Council

(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:

STARKVILLE AREA ARTS COUNCIL

APPLICANT/INDEMNITOR

By:

John W. Butler

Title:

EXECUTIVE DIRECTOR

ATTEST:

By:

Paige Watson

Title:

Special Events & Projects Coordinator, GSDP

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

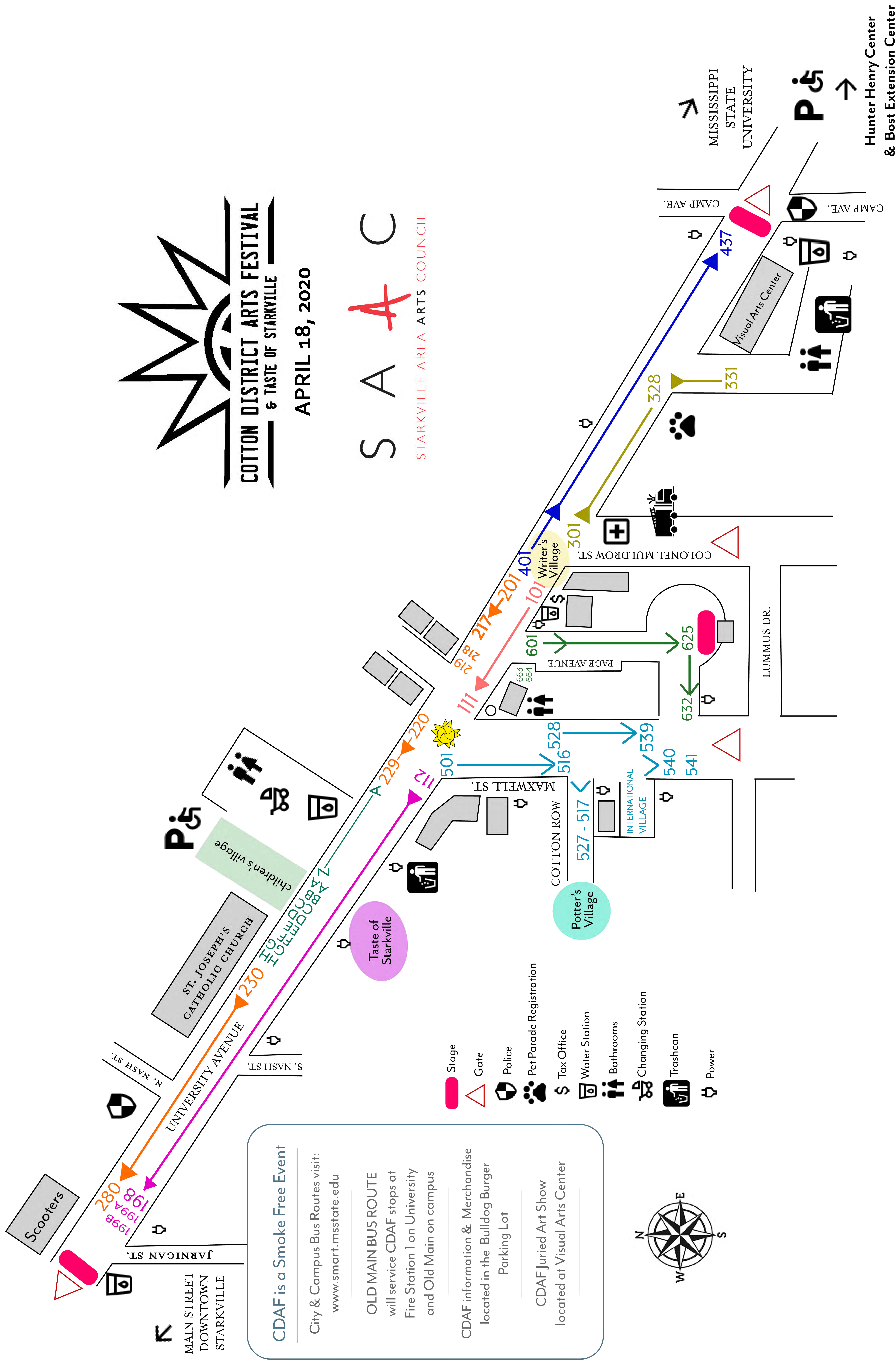
With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature John W. Bateman Date 7 FEB 2020
Print Name John W. Bateman
Organization Starkville Area Arts Council



APRIL 18, 2020

S A A C
STARKVILLE AREA ARTS COUNCIL





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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 04/07/2020
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 April 1, 2020 is \$1,958,376.91
Of which the claims amount for Starkville Utilities is \$1,342,779.27

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 April 1, 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 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-000-053-206	7,133.99
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-000-053-206	8,455.10
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-000-054-205	24.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0031763	03/31/2020	AD VALOREM TAXES - MARCH 2020	001-000-200-084	707.16
Outstanding Total:					16,350.25
Paid					
A BAIL BONDSMAN-CINDY GILMER	1341306	03/18/2020	REMISSION OF BOND/RODERICK JACKSON/DKT#1341306	001-000-149-691	8,824.00
A BAIL BONDSMAN-CINDY GILMER	1343548	03/18/2020	REMISSION BOND/SHANERICA INGRAM/	001-000-149-691	500.00
A BAIL BONDSMAN-CINDY GILMER	1348285	03/18/2020	REMISSION OF BOND/J. PATTERSON/DKT#1348285	001-000-149-691	1,515.25
Paid Total:					10,839.25
Department 000 - UNDESIGNATED Total:					27,189.50
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
Outstanding Total:					240.06
Department 100 - BOARD OF ALDERMEN Total:					240.06
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3092534188	02/29/2020	SERVICE FOR JAN. & FEB. 202	001-110-600-300	642.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-110-491-135	555.00
PETTY CASH VOUCHERS	03.12.20	03/12/2020	DOLLAR GENERAL/COURT/LYSOL WIPE	001-110-501-200	6.00
CANON FINANCIAL SERVICES, INC	21232007	03/13/2020	QLA19783	001-110-604-330	182.85
CANON FINANCIAL SERVICES, INC	21232009	03/13/2020	SKA12799	001-110-604-330	123.10
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-110-604-330	48.46
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-110-604-330	530.00
AMAZON CAPITAL SERVICES, INC.	1FYX-3NQD-MFCD	03/25/2020	COPY PAPER-4 CASES, BATTERIES, TONER CARTRIDG	001-110-501-200	182.34
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
Outstanding Total:					2,309.76
Department 110 - MUNICIPAL COURT Total:					2,309.76
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4032137926	03/01/2020	JME15733	001-120-604-330	23.71

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON SOLUTIONS AMERICA	4032140394	03/01/2020	NZG06107	001-120-604-330	42.02
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-120-491-135	125.00
CANON FINANCIAL SERVICES, INC	21232006	03/13/2020	JME15733	001-120-604-330	63.75
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-120-604-330	48.47
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-120-604-330	10.00
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	130.82

Outstanding Total: 443.77

Department 120 - MAYORS OFFICE Total: 443.77

Department: 123 - IT

Outstanding

CADENCE /ELAN VISA	02.25.20	02/25/2020	GATE.COM WEBHOSTING	001-123-600-300	157.45
WAWKAWAY DISTRIBUTORS, INC	57773	02/25/2020	3 FIVE GALLON BOTTLES OF WATER	001-123-691-550	24.60
CADENCE /ELAN VISA	159665A	02/28/2020	HOMEWOOD SUITES/NEW ORLEANS/MATT ADDY	001-123-691-550	191.57
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-123-491-135	475.50
VMWARE, INC	343401305-R:1C	03/09/2020	PRODUCTION SUPPORT COVERAGE VMWARE SERVER	001-123-918-805	3,482.00
CANON FINANCIAL SERVICES, INC	21232011	03/13/2020	XUW04732	001-123-604-330	116.06
GOVERNMENT LEASING, LLC	23851-3	03/17/2020	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00
CADENCE /ELAN VISA	03.25.20	03/25/2020	GATE.COM WEBHOSTING	001-123-600-300	157.45
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	460.91

Outstanding Total: 5,732.54

Paid

GOVERNMENT LEASING COMPANY	23104-9	02/27/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
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Paid Total: 1,153.00

Department 123 - IT Total: 6,885.54

Department: 142 - CITY CLERKS OFFICE

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-142-491-135	555.00
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Outstanding Total: 555.00

Department 142 - CITY CLERKS OFFICE Total: 555.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CANON FINANCIAL SERVICES, INC	20232012	03/13/2020	XUG04616	001-145-604-330	493.61
CANON FINANCIAL SERVICES, INC	21232009	03/13/2020	SKA12799	001-145-604-330	123.10
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-145-604-330	48.46
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-145-604-330	280.00
REGIONS BANK	10174-2020	03/19/2020	SAFE DEPOSIT BOX RENTAL 2020-2021	001-145-501-200	70.00
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01

Outstanding Total: 1,055.18

Department 145 - OTHER ADMINISTRATIVE Total: 1,055.18

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1051922	03/19/2020	MARY IVY BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1051923	03/19/2020	SCOTTY CARRITHER BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1051924	03/19/2020	JONATHAN HEADLEY BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1051925	03/19/2020	THOMAS ROBERSON BOND	001-159-620-371	175.00
Outstanding Total:					700.00
Department 159 - BONDING-CITY EMPLOYEES Total:					700.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-180-491-135	545.00
CLINIC AT ELM LAKE, THE	26387	03/09/2020	DOT PHYSICAL EXAM/ CHRIS BLACK	001-180-600-320	70.00
CLINIC AT ELM LAKE, THE	26388	03/09/2020	TESTING FOR MICHAEL MCCLENDON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	26405	03/10/2020	TESTING FOR ELI BARKSDALE	001-180-600-320	30.00
CANON FINANCIAL SERVICES, INC	21232011	03/13/2020	XUW04732	001-180-604-330	116.05
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-180-604-330	48.47
CLINIC AT ELM LAKE, THE	26461	03/18/2020	TESTING FOR M. STARKS	001-180-600-320	30.00
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-180-604-330	20.00
CADENCE /ELAN VISA	3541754	03/20/2020	NRPA CAREER CENTER/PARKS DIRECTOR	001-180-610-340	199.00
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	47.63
Outstanding Total:					1,136.15
Department 180 - HUMAN RESOURCES Total:					1,136.15
Department: 190 - CITY PLANNER					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	7814	02/06/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	248.00
GOLDEN TRIANGLE PLANNING & DEV. INC	7815	02/19/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	186.00
GOLDEN TRIANGLE PLANNING & DEV. INC	7816	02/20/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	186.00
GOLDEN TRIANGLE PLANNING & DEV. INC	7817	02/24/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	186.00
GOLDEN TRIANGLE PLANNING & DEV. INC	7818	02/29/2020	TRAVEL EXPENSES FOR FEB. 2020	001-190-600-300	47.15
CANON SOLUTIONS AMERICA	4032137926	03/01/2020	JME15733	001-190-604-330	23.71
CANON SOLUTIONS AMERICA	4032149528	03/01/2020	DRL72630	001-190-604-330	6.05
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-190-491-135	555.00
CANON FINANCIAL SERVICES, INC	21232005	03/13/2020	DRL72630	001-190-604-330	24.48
CANON FINANCIAL SERVICES, INC	21232006	03/13/2020	JME15733	001-190-604-330	63.75
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-190-604-330	48.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-190-525-231	6.00
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-190-604-330	70.00

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	569.02

Outstanding Total: 2,219.62

Department 190 - CITY PLANNER Total: 2,219.62

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	4044917320	03/10/2020	CITY HALL 03.10.20	001-192-510-220	47.75
ATMOS ENERGY	INV0031750	03/12/2020	# 4012591687/CITY HALL	001-192-625-380	934.84
WALMART -GENERAL CITY	06631	03/17/2020	PINE SOL (2), MICROBAN SPRAY	001-192-510-220	11.50
CINTAS	4045519486	03/17/2020	CITY HALL 03.17.20	001-192-510-220	31.29
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	001-192-510-204	1.94
CINTAS	4046129930	03/24/2020	CITY HALL 03.24.20	001-192-510-220	31.29
AMAZON CAPITAL SERVICES, INC.	11YP-KW6W-GY4J	03/25/2020	PHONE WIPEs, MONITOR WIPEs	001-192-510-220	40.48
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	001-192-625-380	33.33

Outstanding Total: 1,132.42

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 1,132.42

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	7819	02/12/2020	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	73.00
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Outstanding Total: 73.00

Department 196 - CEMETERY ADMINISTRATION Total: 73.00

Department: 197 - ENGINEERING

Outstanding

PROGRAPHICS, INC.	76787	01/03/2020	PRINTING OF UNIFIED CODE	001-197-501-200	285.22
CANON SOLUTIONS AMERICA	4032137926	03/01/2020	JME15733	001-197-604-330	23.71
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-197-491-135	650.50
CANON FINANCIAL SERVICES, INC	21232006	03/13/2020	JME15733	001-197-604-330	63.75
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-197-604-330	48.47
CADENCE /ELAN VISA	3725	03/13/2020	EVERNOTE SUBSCRIPTION RENEWAL	001-197-690-555	69.99
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-197-525-231	2.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-197-525-231	20.91
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069- 1508/METER REFILL 03.13.20	001-197-604-330	15.00
CADENCE /ELAN VISA	8725C	03/23/2020	EVERNOTE SUBSCRIPTION RENEWAL/CANCELLATION	001-197-690-555	-69.99
CADENCE /ELAN VISA	161330904782	03/25/2020	NAT'L PARCEL LAYER SUBSCRIPTION RENEWAL	001-197-690-555	106.99

Outstanding Total: 1,216.55

Paid

TRUSTMARK NATIONAL BANK	04.27.20	03/18/2020	#93894/2 TACOMAS	001-197-820-874	427.59
TRUSTMARK NATIONAL BANK	04.27.20	03/18/2020	#93894/2 TACOMAS	001-197-830-873	9.36

Paid Total: 436.95

Department 197 - ENGINEERING Total: 1,653.50

Department: 201 - POLICE DEPARTMENT

Outstanding

BULLDOG PACKAGE STORE	INV0031753	12/17/2019	SFST TRAINING SUPPLIES	001-201-690-552	122.73
DIGITAL-ALLY	1111124	01/22/2020	10 32GB COMPACT FLASH CARDS	001-201-556-251	860.00

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
COPY COW	19528	02/10/2020	TRAFFIC STOP & RECRUITING BROCHURES	001-201-615-343	129.05
STARKVILLE FAMILY PRACTICE	SFP116957X132789	02/10/2020	MEDICAL BILL FOR LAMARCUS TUCKER	001-201-541-240	350.00
ARMY NAVY PAWN SHOP	022620A	02/26/2020	2 PAIR PANTS	001-201-535-233	90.00
STARKVILLE FAMILY PRACTICE	SFP117339X133116	02/27/2020	MEDICAL BILL FOR JAMELLA LUCIOUS	001-201-541-240	85.00
CADENCE /ELAN VISA	159666A	02/28/2020	HOMEWOOD SUITES/NEW ORLEANS/B. LOVELADY	001-201-690-552	236.65
MID-SOUTH UNIFORM & SUPPLY, INC	602366	02/28/2020	POCKET CLIP, BADGE F/C SEAL/CHIEF BALLARD	001-201-535-233	174.08
PITTS SIGN COMPANY	02.29.20A	02/29/2020	POLICE TAGS ON S17,S27,S30.	001-201-630-360	312.00
PITTS SIGN COMPANY	02.29.20B	02/29/2020	REMOVE & RESTRIPE DOOR DECALS, CAR #1901	001-201-630-360	375.00
AT&T PRIVATE LINE SERVICE	3116143809	03/01/2020	NCIC PRIVATE LINE SVC MARCH 2020	001-201-604-330	208.84
CANON SOLUTIONS AMERICA	4032141098	03/01/2020	JMQ18879	001-201-604-330	52.79
CANON SOLUTIONS AMERICA	4032143797	03/01/2020	JMQ18878	001-201-604-330	66.66
AT&T GLOBAL	GH04465	03/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
SHANE KELLY	INV0031746	03/01/2020	REIMB CLOTHING ALLOWANCE PURCHASE	001-201-535-233	184.82
GTPDD PHARMACY	23591	03/02/2020	PRESCRIPTIONS FOR PRISONERS	001-201-541-240	105.80
MID-SOUTH UNIFORM & SUPPLY, INC	602517B	03/03/2020	PANTS, DRESS COAT, POLO, BRAIDS, CAP COVERS/STRAPS	001-201-535-233	825.70
WALTER CURTIS COMPANY, LL	27496	03/04/2020	POCKET BADGES/STEWART, BALLARD	001-201-535-233	92.00
DPS CRIME LAB	90089771	03/04/2020	SERVICE FOR MONTH OF MARCH 2020	001-201-600-300	300.00
ARROWHEAD SCIENTIFIC, INC.	124147	03/05/2020	5000 NITRILE GLOVES	001-201-556-251	925.00
BASICS, INC. A Trade America Company	23842	03/05/2020	CLOROX WIPES, CHARMIN, NG WIPES, COPY PAPER	001-201-501-200	125.79
BASICS, INC. A Trade America Company	23842	03/05/2020	CLOROX WIPES, CHARMIN, NG WIPES, COPY PAPER	001-201-555-208	99.67
SULLIVAN'S OFFICE SUPPLY, INC.	53558	03/05/2020	PENCILS, PLANNER, PADFOLIO	001-201-501-200	36.04
OKTIBBEHA COUNTY COOPERATIVE	535659	03/05/2020	SWAT BOOTS/GEORGE COLEMAN	001-201-535-233	99.85
SULLIVAN'S OFFICE SUPPLY, INC.	53572	03/05/2020	FOLDERS W/FASTENERS, WRITING PADS, MARKERS, PENS,	001-201-501-200	199.36
MID-SOUTH UNIFORM & SUPPLY, INC	602769B	03/05/2020	STRYKE PANTS, CONCEALABLE CARRIERS, TRAUMA PLATES,	001-201-535-233	2,272.63
LAIRD CLINIC -POLICE ACCOUNT	788177	03/05/2020	PHYSICAL FOR ARIN HANO HANO	001-201-600-319	178.00
LOWE'S-POLICE	901540	03/05/2020	ROOFING NAILS, LUMBER	001-201-630-426	81.90
R&M TIRES	1125509	03/06/2020	S-25 REPAIR FLAT	001-201-630-360	20.00
SULLIVAN'S OFFICE SUPPLY, INC.	53580	03/06/2020	TAB TOP FOLDERS	001-201-501-200	40.15
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-201-491-135	27,186.45
WALMART -GENERAL CITY	07007	03/09/2020	PRESENTER, KEYBOARD	001-201-501-200	49.86
R&M TIRES	1125538	03/09/2020	S-32 OIL AND FILTER CHANGE, LABOR	001-201-630-360	52.50
BOARDTOWN BIKES	M15489	03/09/2020	BIKE REPAIRS & MAINT/A. COLBERT	001-201-630-360	210.99
WALMART -GENERAL CITY	07290	03/11/2020	6 STORAGE TUBS FOR SUPPLY	001-201-501-200	41.28
SOUND UNIFORM SOLUTIONS	202003SU126	03/11/2020	JACKET, POLO, SHORTS/BIKE PATROL/COLBERT	001-201-535-233	674.90
GTPDD PHARMACY	23763	03/11/2020	PRESCRIPTIONS FOR LAWRENCE COOK	001-201-541-240	20.56
BOB'S MOBILE RADIO	316012	03/11/2020	P25, P30, P62 REPAIRS	001-201-630-360	555.00

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	53720	03/11/2020	2 STAPLERS, ENVELOPES	001-201-501-200	10.63
A+ AUTO REPAIR	019124	03/12/2020	CAR #7333, DIAGNOSE OIL LEAK, OIL/FILTER CHANGE	001-201-630-360	98.99
A+ AUTO REPAIR	019125	03/12/2020	CAR #7330 FUEL PUMP ASSY, BRAKE LIGHT BULBS, HEADL	001-201-630-360	877.96
R&M TIRES	1125591	03/12/2020	NARCOTICS TRUCK REPAIRS	001-201-630-360	1,801.70
CANON SOLUTIONS AMERICA	4032211448	03/12/2020	NZG07932	001-201-604-330	24.95
ATMOS ENERGY	INV0031751	03/12/2020	# 4022600568/POLICE STATIO	001-201-625-380	618.02
CANON FINANCIAL SERVICES, INC	21232008	03/13/2020	QNR08831	001-201-635-369	114.14
CANON FINANCIAL SERVICES, INC	21232010	03/13/2020	XLG06726	001-201-635-369	291.53
CANON FINANCIAL SERVICES, INC	21232015	03/13/2020	2JH03908	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	21232016	03/13/2020	28X01513	001-201-635-369	55.89
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-201-604-330	48.46
AT&T-NCIC MONITOR LINE	03.14.20	03/14/2020	ACCT#662-615-1467 637 059	001-201-604-330	39.17
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-201-525-231	30.00
NEWELL PAPER COMPANY	3097804	03/16/2020	1 CASE DISINFECTANT FOGGE	001-201-555-208	105.24
CADENCE /ELAN VISA	41893164151	03/16/2020	SIMPLETEXTING.COM	001-201-600-300	95.00
TOM ROBERSON	INV0031748	03/16/2020	REIMB PURCHASE CLEANING SUPPLIES-LOWES	001-201-555-208	34.58
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-201-525-231	1,487.59
A+ AUTO REPAIR	019162	03/17/2020	CAR #8065-FUEL PUMP ASSY & CONTROL MODULE	001-201-630-360	906.58
BOB'S MOBILE RADIO	04.2020	03/17/2020	APRIL 2020 SERVICE AGREEMENT	001-201-630-404	440.00
A+ AUTO REPAIR	019179	03/18/2020	CAR #2882-DRIVE BELT, SPEED SENSOR, BULBS	001-201-630-360	417.47
A+ AUTO REPAIR	019173	03/19/2020	CAR #1902 STEERING, ALIGNMENT, FRONT HUB ASS	001-201-630-360	1,014.93
ARMY NAVY PAWN SHOP	031920A	03/19/2020	TACTICAL BOOTS/MCCLEND	001-201-535-233	60.00
SHERWIN WILLIAMS CO.	1505-1	03/19/2020	RESPIRATORS	001-201-555-208	14.10
BASICS, INC. A Trade America Company	23865	03/19/2020	JANITORIAL SUPPLIES, COPY PAPER	001-201-501-200	85.06
BASICS, INC. A Trade America Company	23865	03/19/2020	JANITORIAL SUPPLIES, COPY PAPER	001-201-555-208	410.18
CADENCE /ELAN VISA	2889014	03/19/2020	AMAZON/CASE OF MASKS	001-201-556-251	359.10
CADENCE /ELAN VISA	2889014-2	03/19/2020	AMAZON/CASE OF MASKS	001-201-556-251	359.10
ARMY NAVY PAWN SHOP	068979	03/20/2020	PANTS	001-201-535-233	45.00
ARMY NAVY PAWN SHOP	068980	03/20/2020	PANTS, BOOTS	001-201-535-233	105.00
ARMY NAVY PAWN SHOP	068981	03/20/2020	UNDERARMOR BOOTS, PANTS	001-201-535-233	125.00
ARMY NAVY PAWN SHOP	068982	03/20/2020	UNDERARMOR BOOTS, PANTS	001-201-535-233	118.00
BELL BUILDING SUPPLY, INC.	282066	03/20/2020	2 SPRAYERS, 13 GALLONS OF BLEACH	001-201-555-208	39.05
JOHN LAY	09709	03/22/2020	REIMB PURCHASE OF MATERIALS FOR POLICE MASK	001-201-556-251	47.67
WALMART -GENERAL CITY	01341	03/23/2020	EVIDENCE SUPPLIES AND CDS	001-201-556-251	239.25
A+ AUTO REPAIR	019199	03/23/2020	CAR #7160 REPLACE OIL FILTE	001-201-630-360	65.00
A+ AUTO REPAIR	019200	03/23/2020	CAR #7325 OIL AND FILTER CHANGE	001-201-630-360	50.00
ARMY NAVY PAWN SHOP	068918	03/23/2020	PANTS, BOOTS	001-201-535-233	118.00
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	001-201-525-231	1,167.63
CADENCE /ELAN VISA	03.24.20	03/24/2020	VIASAT-INTERNET FIRESTATION #5	001-201-604-330	176.59
CADENCE /ELAN VISA	200194814	03/24/2020	AMAZON/SIDE ZIP BOOTS	001-201-535-233	174.95
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	001-201-625-380	62.11

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GULF STATES DISTRIBUTORS, INC.	1339163-IN	03/26/2020	SABRE CROSSFIRE GEL-PEPPER SPRAY	001-201-556-251	597.50
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,368.57
JOHN LAY	282061	03/31/2020	SPRAYER, BLEACH, RAGS	001-201-555-208	85.28
Outstanding Total:					53,446.03

Paid

A+ AUTO REPAIR	018917.	02/05/2020	#7322 REPAIRS/IINSTRUMENT CLUSTER/FUEL PUMP/BRAKE	001-201-630-360	1,627.96
JOHN LUTTRELL	018975	02/18/2020	REIMB A+ AUTO REPAIR PURCHASE/TURN SIGNAL BUL	001-201-630-360	38.39
A+ AUTO REPAIR	018983.	02/21/2020	#9602 REPAIRS/ALTERNATOR/SOLEN OID/CLEAR CODES	001-201-630-360	576.58
Paid Total:					2,242.93

Department 201 - POLICE DEPARTMENT Total: 55,688.96

Department: 261 - FIRE DEPARTMENT

Outstanding

M'PRINTS	36424	01/28/2020	14 POLOS /ZIP SHIRTS	001-261-535-233	688.86
M'PRINTS	36899	02/21/2020	300 CUSTOMIZED CUPS	001-261-691-550	194.12
NFPA	7635759X	02/26/2020	RENEWAL CHARLES YARBROUGH/ID 2794369	001-261-690-555	1,575.00
AIRGAS USA, LLC	9968886543	02/29/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	57.04
ALARM SECURITIES, INC. dba ASI	03012020-111	03/01/2020	MARCH 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
UPS	54E5Y100	03/07/2020	SHIPPING CHARGES	001-261-604-330	23.38
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-261-491-135	39,473.15
BOB'S MOBILE RADIO	316010	03/10/2020	2 ANTENNAS, P7100	001-261-630-404	50.00
RACKLEY OIL INC.	526687	03/10/2020	DIESEL EXHAUST FLUID	001-261-525-231	3.50
NESCO ELECTRICAL DISTRIBUTORS	52378222.001	03/10/2020	2 HALARC MH LAMPS-STATION 2	001-261-558-269	46.38
DIRECTV	37255525295	03/11/2020	SATELLITE FOR STATION 5	001-261-625-380	175.74
JOSH KENNEDY	INV0031687	03/12/2020	REIMB MEALS FOR MSFA TRAINING	001-261-600-390	27.54
JUSTIN EDWARDS	INV0031688	03/12/2020	REIMB MEALS FOR MSFA TRAINING	001-261-600-390	32.66
GATEWAY TIRE & SERVICE CENTER	1018-121333	03/13/2020	4 TIRES FOR L1	001-261-630-360	1,482.48
CANON FINANCIAL SERVICES, INC	21232014	03/13/2020	2JU08031	001-261-604-330	210.19
INTERSTATE BATTERY OF CNTRL MS	96351	03/13/2020	6 RADIO BATTERIES	001-261-630-360	479.94
ATMOS ENERGY	INV0031749	03/13/2020	# 3020829684/FIRESTATION #	001-261-625-380	339.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-261-525-231	12.00
TJ CHEMICALS & SUPPLIES	2383	03/16/2020	HAND CLEANER, DISINFECTANT CLEANER & DE	001-261-555-208	378.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-261-525-231	485.76
BOB'S MOBILE RADIO	04.2020	03/17/2020	APRIL 2020 SERVICE AGREEMENT	001-261-630-404	310.00
CITY ALIGNMENT SERVICE	73430	03/17/2020	REPAIRS TO TRAINING VEHICLE/FUEL TANK & INJECTORS	001-261-630-360	288.10
MATT SCHOBBER	INV0031739	03/17/2020	JACKSON, MS FLOODING/MEAL REIMB	001-261-600-390	67.05
CADENCE /ELAN VISA	MSSTA91427	03/17/2020	200 GLOVES-FIRE DEPT	001-261-555-250	22.59
STEIN MCMULLEN	100857107	03/20/2020	REIMB ICC DUES RENEWAL	001-261-690-555	100.00
MAXXSOUTH BROADBAND	INV0031758	03/21/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-625-380	91.95

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1DNM-CRT4-M9MC	03/23/2020	FOREHEAD THERMOMETERS - 3, SAFETY GLASSES-72	001-261-555-250	400.23
CADENCE /ELAN VISA	313271	03/23/2020	OCH MEDICAL CENTER/CPR CARDS	001-261-600-390	350.00
ATMOS ENERGY	INV0031756	03/23/2020	# 3017756705 /FIRESTATION	001-261-625-380	331.95
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	001-261-525-231	291.93
EAST MISSISSIPPI LUMBER CO	A64862	03/24/2020	5 SPRAY BOTTLES, 5 GALLONS BLEACH	001-261-555-208	34.58
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	001-261-625-380	1,214.74
ATMOS ENERGY	INV0031757	03/25/2020	# 3018177204 /FIRESTATION	001-261-625-380	251.75
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #S23561109-00001 WIRELESS BILL	001-261-604-330	400.10

Outstanding Total: 49,942.53

Department 261 - FIRE DEPARTMENT Total: 49,942.53

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CANON SOLUTIONS AMERICA	4032137926	03/01/2020	JME15733	001-281-604-330	23.72
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-281-491-135	645.40
CANON FINANCIAL SERVICES, INC	21232006	03/13/2020	JME15733	001-281-604-330	63.75
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-281-604-330	48.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-281-525-231	4.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-281-525-231	37.77
QUADIENT FINANCE USA, INC.	INV0031745	03/18/2020	ACCT #7900-0440-8069-1508/METER REFILL 03.13.20	001-281-604-330	75.00
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	001-281-525-231	24.98

Outstanding Total: 923.08

Paid

TRUSTMARK NATIONAL BANK	04.18.20	03/18/2020	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	423.11
TRUSTMARK NATIONAL BANK	04.18.20	03/18/2020	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	28.26
TRUSTMARK NATIONAL BANK	04.27.20	03/18/2020	#93894/2 TACOMAS	001-281-820-874	427.60
TRUSTMARK NATIONAL BANK	04.27.20	03/18/2020	#93894/2 TACOMAS	001-281-830-873	9.35

Paid Total: 888.32

Department 281 - BUILDING/CODES OFFICE Total: 1,811.40

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	001-290-625-380	130.62
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Outstanding Total: 130.62

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 130.62

Department: 301 - STREET DEPARTMENT

Outstanding

G&C SUPPLY CO., INC	6768509	02/28/2020	RESTOCK STREET SIGNS/INVENTORY	001-301-565-272	3,781.80
STARKVILLE AUTO PARTS	131437	03/05/2020	WIPER BLADES	001-301-630-360	112.94
PAUL'S WELDING	0441	03/06/2020	REPAIR LEAK ON DUMP TRUC	001-301-630-360	93.00
STARKVILLE AUTO PARTS	131471	03/06/2020	HYD FLUID	001-301-630-360	79.95
G&C SUPPLY CO., INC	6769282	03/06/2020	RESTOCK STREET SIGN INVENTORY	001-301-565-272	715.20
G&C SUPPLY CO., INC	6769283	03/06/2020	ANCHOR PLATES, DOME CAPS, INTERLOCKING BRACKE	001-301-565-272	1,438.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-301-491-135	9,797.40

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CINTAS FIRST AID & SAFETY	5016198980	03/09/2020	RESTOCK FIRST AID CABINET	001-301-555-250	46.80
G&C SUPPLY CO., INC	6769424	03/09/2020	6 NONSTOCK SIGNS	001-301-565-272	276.00
CINTAS	4044917413	03/10/2020	STREET DEPT. 03.10.20	001-301-555-250	39.88
ATMOS ENERGY	INV0031752	03/10/2020	# 3020752444/STREET DEPT	001-301-625-380	1,184.17
CADENCE /ELAN VISA	125584	03/12/2020	EAGLE RIDGE	001-301-610-350	85.00
			HOTEL/MOSQUITO VECTOR/C. BLACK		
CADENCE /ELAN VISA	125585	03/12/2020	EAGLE RIDGE	001-301-610-350	85.00
			HOTEL/MOSQUITO VECTOR/T.WEAVER		
CHRIS BLACK	INV0031686	03/13/2020	REIMB MEAL FOR MOSQUITO VECTOR CLASS	001-301-610-350	14.52
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-301-525-231	16.00
FOUR SEASONS LAWN & LANDSCAPE LLC	206635	03/16/2020	LOUISVILLE ST-REPLACE TREES & SHRUBS DAMAGED	001-301-691-370	4,810.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-301-525-231	682.29
CINTAS	4045519502	03/17/2020	STREET DEPT. 03.17.20	001-301-555-250	78.36
G&C SUPPLY CO., INC	6768510	03/17/2020	INTERLOCKING BRACKET SETS	001-301-565-272	900.20
G&C SUPPLY CO., INC	6769422	03/17/2020	SLIPPERY WHEN WET SIGNS-1	001-301-565-272	531.00
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	001-301-525-231	39.16
CINTAS	4046129921	03/24/2020	STREET DEPT. 03.24.20	001-301-555-250	39.88
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	270.20
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031754	03/31/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	279.87
Outstanding Total:					25,415.40
Paid					
TRUSTMARK NATIONAL BANK	04.18.20	03/18/2020	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	423.10
TRUSTMARK NATIONAL BANK	04.18.20	03/18/2020	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	28.28
Paid Total:					451.38
Department 301 - STREET DEPARTMENT Total:					25,866.78
Department: 360 - ANIMAL CONTROL					
Outstanding					
VETERINARY SERVICES, INC.	6240	02/19/2020	XYLAZINE 50 ML/2/ANIMAL CONTROL	001-360-555-250	150.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-360-491-135	628.28
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-360-525-231	28.98
Outstanding Total:					809.26
Paid					
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0031742	03/18/2020	3RD QTR CONTRIBUTION FY 2020	001-360-951-955	31,250.00
Paid Total:					31,250.00
Department 360 - ANIMAL CONTROL Total:					32,059.26
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK					
Paid					
MS STATE UNIVERSITY AGRICENTER	INV0031743	03/18/2020	3RD QTR CONTRIBUTION FY 2020	001-541-625-380	5,000.00
Paid Total:					5,000.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:					5,000.00

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
BMI-BROADCAST MUSIC INC.	37420905	03/02/2020	MUSIC LICENSING FEES	001-550-600-355	364.00
CADENCE /ELAN VISA	4045	03/02/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	96.00
FERGUSON ENTERPRISES, INC	0183406	03/05/2020	PIPES FOR PLUMBING REPAIR	001-550-630-426	87.37
NEWELL PAPER COMPANY	3096865	03/05/2020	TOWELS, TISSUE, WIPERS, CLEANER, PINE COL, MOP REF	001-550-501-208	245.15
NEWELL PAPER COMPANY	3096974	03/05/2020	BOWL CLEANERS, FLOOR FINISH	001-550-501-208	246.53
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	001-550-480-139	7,050.17
OKTIBBEHA COUNTY COOPERATIVE	536549	03/09/2020	INSECTICIDE SPRAY	001-550-636-110	307.80
REX TEAM SPORTS	RTC62282	03/09/2020	PERFORMANCE COOLING TEES W/SCREENPRINT-45 TEE	001-550-501-415	454.00
REX TEAM SPORTS	RTC62293	03/09/2020	13 PERFORMANCE COOLING TEES W/SCREENPRINT	001-550-501-415	163.00
WAUKAWAY DISTRIBUTORS, INC	58031	03/10/2020	5 FIVE GALLON BOTTLES OF WATER	001-550-501-200	41.00
PYRO SHOWS, INC	INV0031760	03/10/2020	DEPOSIT FOR FIREWORKS SHOW	001-550-600-355	4,249.50
CINTAS-PARKS	4045068858	03/11/2020	WEEKLY MAT CLEANING 03.11.20	001-550-501-208	37.83
CANON FINANCIAL SERVICES, INC	21232013	03/13/2020	XUG02274	001-550-600-330	446.30
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	001-550-600-330	48.47
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	001-550-525-231	8.00
GENTRY SIGNS	GS113176	03/16/2020	21 SIGNS	001-550-501-200	1,375.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	001-550-525-231	99.00
CINTAS-PARKS	4045706543	03/18/2020	WEEKLY MAT CLEANING 03.18.20	001-550-501-208	37.83
ATMOS ENERGY	INV0031755	03/23/2020	# 3018222235/PARKS ADMIN	001-550-600-340	220.59
CINTAS-PARKS	4046366144	03/25/2020	WEEKLY MAT CLEANING 03.25.20	001-550-501-208	37.83
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
RAMIN BAGHBANI	INV0031761	03/31/2020	REFUND NEEDMORE CENTER RENTAL	001-550-949-978	75.00
NAOMI MERTES	INV0031762	03/31/2020	REFUND RENTAL OF SMALL MCKEE PAVILLION	001-550-949-978	75.00
Outstanding Total:					15,805.38
Paid					
CASHFLOW LEASE	177991	03/09/2020	JDEERE9009A LEASE 04.01.20 -06.30.20 /39677MS-108/1	001-550-820-874	4,009.74
CASHFLOW LEASE	177991	03/09/2020	JDEERE9009A LEASE 04.01.20 -06.30.20 /39677MS-108/1	001-550-830-873	479.26
Paid Total:					4,489.00
Department 550 - PARKS AND REC DEPARTMENT Total:					20,294.38
Department: 600 - CAPITAL PROJECTS					
Outstanding					
CLARION LEDGER, THE	3217175	03/12/2020	SHS BRIDGE	001-600-912-805	152.04
Outstanding Total:					152.04
Department 600 - CAPITAL PROJECTS Total:					152.04

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Paid					
STARKVILLE/OKTIBBEHA LIBRARY	INV0031744	03/18/2020	3RD QTR CONTRIBUTION FY 2020	001-653-900-802	52,500.00
Paid Total:					52,500.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					52,500.00
Department: 800 - DEBT SERVICE					
Paid					
HANCOCK WHITNEY BANK	02.03.20 A	02/03/2020	STARKVILLE16/GO PUB IMP BOND SERIES 2016A/INTERES	001-800-830-829	27,606.25
HANCOCK WHITNEY BANK	02.03.20 B	02/03/2020	STARK16B / GO PUB IMP BOND SERIES 2016B-INTERES	001-800-830-830	22,406.25
BANCORP SOUTH FUNDS MANAGEMENT	05.01.20	03/18/2020	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-820-874	39,000.00
BANCORP SOUTH FUNDS MANAGEMENT	05.01.20	03/18/2020	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-830-826	6,323.75
Paid Total:					95,336.25
Department 800 - DEBT SERVICE Total:					95,336.25
Fund 001 - GENERAL FUND Total:					384,375.72
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
E FIRE, INC.	6352834	02/05/2020	FIRE EXTINGUISHERS INSPECTIONS & EXCHANGES	015-505-501-198	2,560.70
MAXXSOUTH BROADBAND	INV0031740	02/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
GENTRY SIGNS	03.04.20	03/04/2020	2 SIGNS-SELF SERVE FUELING INSTRUCTIONS	015-505-691-550	120.00
MAXXSOUTH BROADBAND	INV0031759	03/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	262.76
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	015-505-491-135	650.50
WALMART -GENERAL CITY	09577	03/19/2020	INVOICE BOOKS, AIR FILTERS, COFFEE, BOUNTY	015-505-541-237	37.94
REBEL SERVICES, LLC	5037	03/19/2020	CREDIT CARD TERMINAL INSTALLATION	015-505-720-805	51.42
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	015-505-625-380	1,596.02
VERIZON WIRELESS	9849624544	03/26/2020	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	47.63
TITAN AVIATION FUELS	3282688	03/27/2020	JET A FUEL	015-505-525-233	9,577.38
Outstanding Total:					15,049.30
Department 505 - AIRPORT Total:					15,049.30
Fund 015 - AIRPORT FUND Total:					15,049.30
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
REBEL SERVICES, LLC	5037	03/19/2020	CREDIT CARD TERMINAL INSTALLATION	016-515-720-820	2,519.78
Outstanding Total:					2,519.78
Department 515 - RESTRICTED PROJECTS Total:					2,519.78
Fund 016 - RESTRICTED AIRPORT Total:					2,519.78
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	7778	03/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	244.50
GOLDEN TRIANGLE PLANNING & DEV. INC	7779	03/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	10.00

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEV. INC	7780	03/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
LOWE'S-SANITATION	910115	03/06/2020	SAFE KEY BOX	022-322-501-200	18.99
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2019-6	03/09/2020	POLICY 0290WC2019 10/1/2019-10/01/2020	022-322-491-135	27,629.53
GATEWAY TIRE & SERVICE CENTER	1018-121550	03/09/2020	TRUCK #95 NEW TIRE AND MOUNT	022-322-630-360	354.32
SULLIVAN'S OFFICE SUPPLY, INC.	53650	03/09/2020	INK CARTRIDGE	022-322-501-200	34.33
GATEWAY TIRE & SERVICE CENTER	1018-121766	03/12/2020	TRUCK #39 ONE NEW TIRE AND MOUNT	022-322-630-360	321.12
PITNEY GLOBAL-LEASE	3310825061	03/13/2020	ACCT #0010390127 CITY HALL LEASE	022-322-604-330	48.47
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3485	03/15/2020	MARCH 2020 MONTHLY TESTING	022-322-525-231	66.00
FUELMAN / FLEETCOR	NP57906947	03/16/2020	FUEL REPORT 03/09/20 - 3/15/20	022-322-525-231	2,191.94
STARKVILLE UTILITIES- SANITATION/OTHER BILLING	14620-0220	03/17/2020	ACCT #146.20 SEDC ADMIN FEES FEB. 2020	022-322-600-333	7,511.39
TRUSTMARK NATIONAL BANK	04.18.20.	03/19/2020	#90090/2 FRONT LOADERS PAYOFF	022-322-820-874	1,050.56
BASICS, INC. A Trade America Company	23863	03/19/2020	LYSOL, SPRAY 9	022-322-555-250	158.29
GATEWAY TIRE & SERVICE CENTER	1018-122167	03/20/2020	TRUCK #93 TWO NEW TIRES	022-322-630-360	629.86
WALMART -GENERAL CITY	07704	03/23/2020	INK FOR PRINTER	022-322-501-200	174.83
GATEWAY TIRE & SERVICE CENTER	1018-122226	03/23/2020	TRUCK #98 NEW TIRE	022-322-630-360	314.93
STARKVILLE AUTO PARTS	131875	03/23/2020	TRUCK # 38 WIPER BLADES, HYD TRANSMISSION FLUID	022-322-555-250	90.45
FUELMAN / FLEETCOR	NP57929844	03/23/2020	FUEL REPORT 03/16/20 - 3/22/20	022-322-525-231	1,001.77
STARKVILLE UTILITIES	INV0031747	03/25/2020	UTILITY BILLS BY DEPT	022-322-625-380	1,046.85
Outstanding Total:					42,908.13
Paid					
TRUSTMARK NATIONAL BANK	04.18.2020	03/18/2020	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,533.29
TRUSTMARK NATIONAL BANK	04.18.2020	03/18/2020	#90089/STREET SWEEPER PAYMENT	022-322-830-873	210.30
Paid Total:					3,743.59
Department 322 - SANITATION DEPARTMENT Total:					46,651.72
Fund 022 - ENVIRONMENTAL SERVICES Total:					46,651.72
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-290738	04/01/2020	MONTHLY COURT MAINT- MARCH 2020	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1020288	03/19/2020	JONES WALKER INV#1020288	303-600-600-309	3,762.75
Outstanding Total:					3,762.75
Department 600 - CAPITAL PROJECTS Total:					3,762.75
Fund 303 - INDUSTRIAL PARK BOND Total:					3,762.75

Expense Approval Report

Post Dates: 03/19/2020 - 04/01/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 310 - LINKAGE TAP PROJECT					
Department: 000 - UNDESIGNATED					
Outstanding					
GARVER, LLC	19T30004-2	03/25/2020	LINKAGE TAP PROJECT	310-000-051-311	16,700.00
GARVER, LLC	19T30004-2	03/25/2020	LINKAGE TAP PROJECT	310-000-053-312	16,700.00
Outstanding Total:					33,400.00
Department 000 - UNDESIGNATED Total:					33,400.00
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
GARVER, LLC	19T30004-2	03/25/2020	LINKAGE TAP PROJECT	310-653-903-851	16,700.00
Outstanding Total:					16,700.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					16,700.00
Fund 310 - LINKAGE TAP PROJECT Total:					50,100.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
MMC MATERIALS, INC.	641007	03/12/2020	3 CY CONCRETE/ELMS PL INLET BOXES	319-600-948-854	405.00
Outstanding Total:					405.00
Department 600 - CAPITAL PROJECTS Total:					405.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					405.00
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0031765	03/31/2020	2% HOTEL/MOTEL TAX	610-000-147-656	21,953.80
Outstanding Total:					21,953.80
Department 000 - UNDESIGNATED Total:					21,953.80
Fund 610 - TRUST & AGENCY Total:					21,953.80
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0031764	03/31/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	27,181.37
MSU /2% TAX REVENUE	INV0031766	03/31/2020	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	36,241.83
O.C.E.D.A	INV0031767	03/31/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	27,181.37
Outstanding Total:					90,604.57
Department 000 - UNDESIGNATED Total:					90,604.57
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					90,604.57
Grand Total:					615,597.64

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	384,375.72	204,587.08
015 - AIRPORT FUND	15,049.30	0.00
016 - RESTRICTED AIRPORT	2,519.78	0.00
022 - ENVIRONMENTAL SERVICES	46,651.72	3,743.59
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	3,762.75	0.00
310 - LINKAGE TAP PROJECT	50,100.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	405.00	0.00
610 - TRUST & AGENCY	21,953.80	0.00
630 - ECONOMIC DEV, TOURISM & CONV	90,604.57	0.00
Grand Total:	615,597.64	208,330.67

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	15,619.09	0.00
001-000-054-205	DUE FROM STARKVILLE E	24.00	0.00
001-000-149-691	MUNICIPAL COURT BON	10,839.25	10,839.25
001-000-200-084	TAXES DUE TO DOWNTOW	707.16	0.00
001-100-604-330	COMMUNICATIONS	240.06	0.00
001-110-491-135	WORKER'S COMPENSATI	555.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	188.34	0.00
001-110-600-300	RESEARCH RESOURCES	642.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	924.42	0.00
001-120-491-135	Worker's Compensation	125.00	0.00
001-120-604-330	COMMUNICATIONS	318.77	0.00
001-123-491-135	WORKER'S COMPENSATI	475.50	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	314.90	0.00
001-123-604-330	COMMUNICATIONS	576.97	0.00
001-123-691-550	MISCELLANEOUS	216.17	0.00
001-123-918-805	MACHINERY AND EQUIP	3,482.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	1,153.00
001-142-491-135	WORKER'S COMPENSATI	555.00	0.00
001-145-501-200	SUPPLIES	70.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	985.18	0.00
001-159-620-371	BONDING-CITY EMPLOY	700.00	0.00
001-180-491-135	WORKER COMPENSATIO	545.00	0.00
001-180-600-320	DRUG/BACKGROUND CH	160.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	232.15	0.00
001-180-610-340	ADVERTISING	199.00	0.00
001-190-491-135	WORKER'S COMPENSATI	555.00	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	853.15	0.00
001-190-604-330	COPIERS/PHONES/IPADS	805.47	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	1.94	0.00
001-192-510-220	SUPPLIES	162.31	0.00
001-192-625-380	UTILITIES	968.17	0.00
001-196-691-300	PROFESSIONAL SERVICE	73.00	0.00
001-197-491-135	WORKER'S COMPENSATI	650.50	0.00
001-197-501-200	SUPPLIES	285.22	0.00
001-197-525-231	GAS & OIL	22.91	0.00
001-197-604-330	COMMUNICATIONS	150.93	0.00
001-197-690-555	DUES	106.99	0.00
001-197-820-874	PRINCIPAL	427.59	427.59
001-197-830-873	INTEREST	9.36	9.36
001-201-491-135	WORKER'S COMPENSATI	27,186.45	0.00
001-201-501-200	OFFICE SUPPLIES	588.17	0.00
001-201-525-231	GAS & OIL	2,685.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-535-233	UNIFORMS	5,159.93	0.00
001-201-541-240	PRISONER MEDICAL EXP	561.36	0.00
001-201-555-208	JANITORIAL SUPPLIES	788.10	0.00
001-201-556-251	POLICE SUPPLIES	3,387.62	0.00
001-201-600-300	PROFESSIONAL SERVICE	395.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	178.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	3,206.04	0.00
001-201-615-343	PRINTING & BINDING	129.05	0.00
001-201-625-380	UTILITIES	680.13	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	9,001.05	2,242.93
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-630-426	BUILDING MAINTENANC	81.90	0.00
001-201-635-369	COPIER RENTAL	861.56	0.00
001-201-690-552	POLICE TRAINING/EDUC	359.38	0.00
001-261-491-135	WORKER'S COMPENSATI	39,473.15	0.00
001-261-525-231	GAS & OIL	793.19	0.00
001-261-535-233	UNIFORMS	688.86	0.00
001-261-555-208	JANITORIAL & PAPER SU	412.58	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	422.82	0.00
001-261-558-269	BUILDING MAINTENANC	46.38	0.00
001-261-600-390	FIRE TRAINING	477.25	0.00
001-261-604-330	PHONES/CABLE/INTERN	686.49	0.00
001-261-625-380	UTILITIES	2,405.13	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	2,307.56	0.00
001-261-630-404	RADIO MAINTENANCE /	360.00	0.00
001-261-690-555	DUES	1,675.00	0.00
001-261-691-550	MISCELLANEOUS	194.12	0.00
001-281-491-135	WORKER'S COMPENSATI	645.40	0.00
001-281-525-231	GAS & OIL	66.75	0.00
001-281-604-330	COPIER/PHONES/IPADS/	210.93	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	850.71	850.71
001-281-830-873	INTEREST (VEHICLES)	37.61	37.61
001-290-625-380	UTILITIES / CODE RED	130.62	0.00
001-301-491-135	WORKER'S COMPENSATI	9,797.40	0.00
001-301-525-231	GAS & OIL	737.45	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	204.92	0.00
001-301-565-272	STREETS SIGNS & PAINT	7,642.20	0.00
001-301-604-330	COMMUNICATIONS	270.20	0.00
001-301-610-350	TRAINING	184.52	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	1,482.82	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	285.89	0.00
001-301-691-370	INSURANCE REIMB REPA	4,810.00	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	423.10	423.10
001-301-830-873	INTEREST	28.28	28.28
001-360-491-135	WORKER'S COMPENSATI	628.28	0.00
001-360-525-231	GAS & OIL	30.98	0.00
001-360-555-250	SUPPLIES & SMALL TOOL	150.00	0.00
001-360-951-955	TRANSFER TO HUMANE	31,250.00	31,250.00
001-541-625-380	UTILITIES	5,000.00	5,000.00
001-550-480-139	WORKERS COMPENSATI	7,050.17	0.00
001-550-501-200	OFFICE SUPPLIES	1,416.00	0.00
001-550-501-208	JANITORIAL	605.17	0.00
001-550-501-415	SPORTS PROGRAMS	617.00	0.00
001-550-525-231	GAS & OIL	107.00	0.00
001-550-600-330	PHONES/COPIERS/POST	630.78	0.00
001-550-600-340	UTILITIES	220.59	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	4,613.50	0.00
001-550-630-426	BUILDING MAINT/REPAI	87.37	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-636-110	FIELD IMPROVEMENTS/L	307.80	0.00
001-550-820-874	PRINCIPAL (2019 MOWE	4,009.74	4,009.74
001-550-830-873	INTEREST (2019 MOWER	479.26	479.26
001-550-949-978	PARK & REC REFUNDS	150.00	0.00
001-600-912-805	ERBR 53-420(02) STARK	152.04	0.00
001-653-900-802	LIBRARY	52,500.00	52,500.00
001-800-820-874	MIDDLETON PRINCIPAL	39,000.00	39,000.00
001-800-830-826	MIDDLETON INTEREST	6,323.75	6,323.75
001-800-830-829	2016 BOND: 3M POLICE	27,606.25	27,606.25
001-800-830-830	2016 BOND: 2.4 M POLI	22,406.25	22,406.25
015-505-491-135	WORKER'S COMPENSATI	650.50	0.00
015-505-501-198	BUILDING REPAIRS & M	2,560.70	0.00
015-505-525-233	JET A FUEL PURCHASES	9,577.38	0.00
015-505-541-237	OPERATING SUPPLIES	37.94	0.00
015-505-600-338	CONTRACT & LEGAL SER	407.71	0.00
015-505-604-330	CELL PHONE/POSTAGE	47.63	0.00
015-505-625-380	UTILITIES	1,596.02	0.00
015-505-691-550	MISCELLANEOUS	120.00	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	51.42	0.00
016-515-720-820	CAP IMP- 2019 MULTI M	2,519.78	0.00
022-322-491-135	WORKER'S COMPENSATI	27,629.53	0.00
022-322-501-200	OFFICE SUPPLIES	228.15	0.00
022-322-525-231	GAS & OIL	3,259.71	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	248.74	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	7,511.39	0.00
022-322-600-364	BILLING SERVICES	264.50	0.00
022-322-604-330	COMMUNICATIONS	48.47	0.00
022-322-625-380	UTILITIES	1,046.85	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	1,620.23	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,533.29	3,533.29
022-322-820-874	PRINCIPAL-2 FRONT LOA	1,050.56	0.00
022-322-830-873	INTEREST	210.30	210.30
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	3,762.75	0.00
310-000-051-311	DUE FROM OKTIBBEHA	16,700.00	0.00
310-000-053-312	DUE FROM MSU	16,700.00	0.00
310-653-903-851	CITY LINKAGE TAP MATC	16,700.00	0.00
319-600-948-854	DRAINAGE IMPROVEME	405.00	0.00
610-000-147-656	DUE TO GOVERNMENT	21,953.80	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	36,241.83	0.00
630-000-147-664	DUE TO VISITORS/CONV.	27,181.37	0.00
630-000-148-655	DUE TO OCEDA	27,181.37	0.00
Grand Total:		615,597.64	208,330.67

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	615,192.64	208,330.67
19038	405.00	0.00
Grand Total:	615,597.64	208,330.67



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: 04/08/20 ACCOUNT 23110

RUN DATE 03/31/20 11:05 AM
PAGE 1

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	4		INNOVATIVE BROADCAST SERVICE								
INV-000672	03/31/20	0	Contractor		04/08/20	500.00	.00	ACH			
INV-000860	03/25/20	0	Contractor		04/08/20	3852.70	.00	ACH			
					VENDOR TOTAL:	4352.70					
VENDOR:	14		ADS SECURITY								
14970307	03/31/20	0	Security monitoring		04/08/20	59.85	.00	ACH			
					VENDOR TOTAL:	59.85					
VENDOR:	124		ATMOS ENERGY								
3020752702-3/20	03/19/20	0	Utility bill		04/08/20	398.28	.00	ACH			
3020752962-3/20	03/19/20	0	Utility bill		04/08/20	194.39	.00	ACH			
					VENDOR TOTAL:	592.67					
VENDOR:	189		BANCORPSOUTH-2012 BONDS								
4/01/20	03/25/20	0	2.6M GO Bond Payment		04/08/20	16904.52	.00	CHK			
					VENDOR TOTAL:	16904.52					
VENDOR:	190		BANCORPSOUTH EQUIP FINANCE								
676520 - 3/01/20	03/19/20	0	Loan-Mini Excavator		04/08/20	3799.59	.00	CHK			
					VENDOR TOTAL:	3799.59					
VENDOR:	200		BUILDING TECHNOLOGY SERVICES								
AL1803041,AM1283	03/26/20	3870	Alarm Services		04/08/20	349.00	.00	CHK			
					VENDOR TOTAL:	349.00					
VENDOR:	202		BELL BUILDING SUPPLY								
280200	03/26/20	3760	Supplies		04/08/20	112.37	.00	ACH			
281104	03/26/20	3760	Supplies		04/08/20	49.53	.00	ACH			
281280	03/26/20	3850	Parts		04/08/20	13.15	.00	ACH			
281582	03/26/20	3856	Supplies		04/08/20	33.30	.00	ACH			
					VENDOR TOTAL:	208.35					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23110

PAGE 2
RUN DATE 03/31/20 11:05 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100210575.001	03/26/20	3829	Repairs		04/08/20	2672.50	.00	ACH			
				VENDOR TOTAL:		2672.50					
VENDOR:	307	CITY OF STARKVILLE									
MAR 2020-SALARY	03/31/20	0	Reimb City Salaries		04/08/20	3446.38	.00	CHK			
				VENDOR TOTAL:		3446.38					
VENDOR:	315	CLEARWATER CONSULTANTS, INC.									
101.41902	03/31/20	0	Engineering		04/08/20	5430.00	.00	ACH			
				VENDOR TOTAL:		5430.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3100676-001	03/26/20	3789	Materials		04/08/20	1018.25	.00	CHK			
3100741	03/26/20	3803	Meter box pumps		04/08/20	1600.00	.00	CHK			
3100885-000	03/26/20	3830	Materials		04/08/20	2000.00	.00	CHK			
3100894-000	03/26/20	3835	Materials		04/08/20	1266.00	.00	CHK			
3100926-000	03/26/20	3839	Materials		04/08/20	1832.64	.00	CHK			
3100968-000	03/26/20	3866	Materials		04/08/20	3808.88	.00	CHK			
3193997-000	03/26/20	3498	Materials		04/08/20	2950.00	.00	CHK			
				VENDOR TOTAL:		14475.77					
VENDOR:	368	CONTROL SYSTEMS, INC									
58234	03/26/20	3864	Service call		04/08/20	596.60	.00	ACH			
				VENDOR TOTAL:		596.60					
VENDOR:	372	COVINGTON SALES & SERVICE									
85971	03/26/20	3865	Supplies		04/08/20	97.09	.00	ACH			
				VENDOR TOTAL:		97.09					
VENDOR:	450	ENVIRO-LABS, INC.									
3847	03/26/20	3869	Supplies		04/08/20	69.00	.00	ACH			
				VENDOR TOTAL:		69.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23110

PAGE 3
RUN DATE 03/31/20 11:05 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	496	EAST MISS LUMBER								
A64396	03/26/20	3857 Parts		04/08/20	177.85	.00	CHK			
				VENDOR TOTAL:	177.85					
VENDOR:	606	4-COUNTY EPA								
FEB 2020	03/19/20	0 Utilities expense		04/08/20	2457.58	.00	CHK			
				VENDOR TOTAL:	2457.58					
VENDOR:	620	G & C SUPPLY CO., INC.								
6769311	03/26/20	3818 Meter Tester		04/08/20	1204.22	.00	ACH			
				VENDOR TOTAL:	1204.22					
VENDOR:	639	GOLDEN TRIANGLE								
3062032020	03/19/20	0 Billing services		04/08/20	64.00	.00	ACH			
				VENDOR TOTAL:	64.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-122163	03/26/20	3868 Repairs		04/08/20	120.00	.00	CHK			
				VENDOR TOTAL:	120.00					
VENDOR:	702	HACH								
11870035,69287	03/26/20	3816 Lab supplies		04/08/20	3660.95	.00	ACH			
11892710	03/26/20	3585 Lab supplies		04/08/20	349.50	.00	ACH			
				VENDOR TOTAL:	4010.45					
VENDOR:	733	HILL MANUFACTURING								
49027	03/26/20	3793 Supplies		04/08/20	155.66	.00	CHK			
				VENDOR TOTAL:	155.66					
VENDOR:	765	HYDRA SERVICE, INC.								
139738	03/26/20	3833 Pump Rental		04/08/20	5358.00	.00	ACH			
140108	03/26/20	3863 Equipment-Hose		04/08/20	437.00	.00	ACH			
9044.8504,0031	03/26/20	3858 Pump rental		04/08/20	6899.72	.00	ACH			
				VENDOR TOTAL:	12694.72					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23110

UNPAID INVOICES
RUN DATE 03/31/20 11:05 AM

PAGE 4

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1017 J & P CONSTRUCTION CO INC											
REP#3 - 2/27/20	03/27/20	0	WWTP Biosolids Construction		04/08/20	92720.00	.00	ACH			
REP#4 - 3/30/30	03/31/20	0	WWTP Biosolids Construction		04/08/20	422769.76	.00	ACH			
VENDOR TOTAL:						515489.76					
VENDOR: 1106 LESLIE DEAN											
014	03/31/20	0	Maintenance		04/08/20	1050.00	.00	ACH			
VENDOR TOTAL:						1050.00					
VENDOR: 1192 LYLE MACHINERY											
W06634	03/26/20	3767	Vehicle Repairs		04/08/20	5000.00	.00	ACH			
W06650	03/26/20	3810	Equipment repairs		04/08/20	2864.40	.00	ACH			
W06700	03/26/20	3792	Equipment repairs		04/08/20	5000.00	.00	ACH			
W06704	03/26/20	3774	Equipment repairs		04/08/20	5000.00	.00	ACH			
VENDOR TOTAL:						17864.40					
VENDOR: 1205 LOWE'S											
10001	03/26/20	3852	Parts		04/08/20	17.62	.00	CHK			
VENDOR TOTAL:						17.62					
VENDOR: 1322 MMC MATERIALS, INC.											
638982	03/26/20	3743	Concrete		04/08/20	737.00	.00	CHK			
639451	03/26/20	3743	Concrete		04/08/20	774.00	.00	CHK			
640225	03/26/20	3743	Concrete		04/08/20	229.00	.00	CHK			
641952	03/26/20	3743	Concrete		04/08/20	229.00	.00	CHK			
VENDOR TOTAL:						1969.00					
VENDOR: 1324 MCCRARY CONSTR SERVICES LLC											
13100	03/26/20	3859	Parts		04/08/20	550.00	.00	ACH			
VENDOR TOTAL:						550.00					
VENDOR: 1329 NORTH CENTRAL LABORATORIES											
436277	03/26/20	3667	Lab supplies		04/08/20	346.67	.00	ACH			
VENDOR TOTAL:						346.67					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1366	MS	CROSS CONNECTION								
29579	03/26/20	3875	Testing		04/08/20	278.00	.00	ACH			
					VENDOR TOTAL:	278.00					
VENDOR:	1392	NUNLEY TRUCKING CO, INC.									
27878	03/26/20	3873	Gravel		04/08/20	2211.52	.00	CHK			
27887	03/26/20	3874	Gravel		04/08/20	2408.49	.00	CHK			
27928	03/26/20	3871	Gravel		04/08/20	5265.29	.00	CHK			
27984	03/26/20	3867	Gravel		04/08/20	5639.87	.00	CHK			
					VENDOR TOTAL:	15525.17					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
536841	03/26/20	3832	Uniforms		04/08/20	16.99	.00	ACH			
537105, 537110	03/26/20	3838	Parts		04/08/20	94.50	.00	ACH			
539000, 538467	03/26/20	3848	Uniforms		04/08/20	364.70	.00	ACH			
					VENDOR TOTAL:	476.19					
VENDOR:	1884	STARKVILLE GARBAGE									
2/25/20	03/19/20	0	Garbage disposal-600137		04/08/20	94.50	.00	CHK			
3/23/20	03/31/20	0	Garbage disposal-600137		04/08/20	90.00	.00	CHK			
					VENDOR TOTAL:	184.50					
VENDOR:	1886	STATE INDUSTRIAL PRODUCTS CP									
901346346, 7795	03/26/20	3844	Cleaning supplies		04/08/20	2030.28	.00	CHK			
					VENDOR TOTAL:	2030.28					
VENDOR:	1892	S&N AIROFLO INC									
17837	03/26/20	3872	Equipment rental		04/08/20	2400.00	.00	CHK			
					VENDOR TOTAL:	2400.00					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
MAR 2020	03/31/20	0	Utility bills		04/08/20	62304.08	.00	DFT			
					VENDOR TOTAL:	62304.08					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23110

PAGE 6
RUN DATE 03/31/20 11:05 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-0220	03/19/20	0	Due to Elec Dept-146.10		04/08/20	81581.36	.00	ACH			
			VENDOR TOTAL:			81581.36					
VENDOR:	1911	SPRINGER ENGINEERING INC.									
13732	03/27/20	0	Surveying-WWTP Property		04/08/20	12000.00	.00	CHK			
			VENDOR TOTAL:			12000.00					
VENDOR:	1923	SHURDEN CONSTRUCTION									
001679	03/26/20	3814	Repairs		04/08/20	485.00	.00	CHK			
			VENDOR TOTAL:			485.00					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
3975313-00	03/26/20	3841	Parts		04/08/20	50.00	.00	ACH			
			VENDOR TOTAL:			50.00					
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY									
53785	03/26/20	3849	Office supplies		04/08/20	106.23	.00	ACH			
			VENDOR TOTAL:			106.23					
VENDOR:	2004	TJ CHEMICALS & SUPPLIES LLC									
2375	03/26/20	3840	Chemicals		04/08/20	869.00	.00	ACH			
			VENDOR TOTAL:			869.00					
VENDOR:	2009	TERRY STIDHAM CONSTRUCTION									
610599, 600, 852	03/27/20	0	Water line, manhole repairs		04/08/20	2800.35	.00	ACH			
610851	03/26/20	0	Water Meters Replacements		04/08/20	3312.50	.00	ACH			
610853-861	03/26/20	0	Water and Sewer repairs		04/08/20	10340.00	.00	ACH			
			VENDOR TOTAL:			16452.85					
VENDOR:	2018	TRADE AMERICA									
23839	03/26/20	3851	Cleaning supplies		04/08/20	3344.37	.00	ACH			
23859, 23843	03/26/20	3807	Cleaning supplies		04/08/20	2596.55	.00	ACH			
23862, 867, 866	03/26/20	3853	Supplies		04/08/20	1610.27	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	2024	THOMPSON MACHINERY										
G0162401	03/26/20	3686	Parts		04/08/20	2035.48	.00	CHK				
						7551.19						
VENDOR TOTAL:						2035.48						
VENDOR:	2025	THE SHERWIN-WILLIAMS CO										
0280-2	03/26/20	3656	Paint		04/08/20	51.58	.00	CHK				
						51.58						
VENDOR TOTAL:						120.10						
VENDOR:	2104	UPS										
24W1X6090,00,110	03/19/20	0	Postage		04/08/20	87.69	.00	CHK				
24W1X6120	03/27/20	0	Postage		04/08/20	32.41	.00	CHK				
						333.90						
VENDOR TOTAL:						749.33						
VENDOR:	2107	UNIVERSITY SCREENPRINT										
1681	03/26/20	3842	Uniforms		04/08/20	333.90	.00	CHK				
						333.90						
VENDOR TOTAL:						504.00						
VENDOR:	2111	USA BLUEBOOK										
014720-1	03/26/20	3379	Repair parts		04/08/20	749.33	.00	ACH				
						749.33						
VENDOR TOTAL:						586.59						
VENDOR:	2202	WAYPOINT ANALYTICAL										
1050919	03/26/20	3755	Testing		04/08/20	252.00	.00	ACH				
1051031	03/26/20	3820	Testing analysis		04/08/20	252.00	.00	ACH				
						504.00						
VENDOR TOTAL:						586.59						
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE										
AL117167	03/26/20	3831	Repairs		04/08/20	586.59	.00	ACH				
MS17123	03/26/20	3805	Equipment repairs		04/08/20	2493.52	.00	ACH				
						3080.11						
VENDOR TOTAL:						3080.11						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23110

UNPAID INVOICES

RUN DATE 03/31/20 PAGE 8
11:05 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2210	VERIZON	WIRELESS								
9849485711	03/19/20	0	Phone bill 2821-03		04/08/20	1162.50	.00	CHK			
			VENDOR TOTAL:			1162.50					
VENDOR:	2309	WILLIAMS	EQUIPMENT & SUPPLY								
W3678369	03/26/20	3822	Repairs		04/08/20	409.75	.00	CHK			
			VENDOR TOTAL:			409.75					
VENDOR:	2327	WAUKAWAY	DISTRIBUTORS, INC.								
58042	03/26/20	3837	Water		04/08/20	16.40	.00	ACH			
			VENDOR TOTAL:			16.40					
VENDOR:	9909777	EFFICACY	SOLUTIONS LLC								
2020001	03/25/20	0	Contract labor		04/08/20	1842.55	.00	ACH			
			VENDOR TOTAL:			1842.55					
			GRAND TOTAL:			823825.50					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 03/31/20 PAGE 1
11:45 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC									
03956876	03/25/20	9201	Materials		04/08/20	5495.71	.00	ACH			
				VENDOR TOTAL:		5495.71					
VENDOR:	124	ATMOS ENERGY									
3012612404-3/20	03/19/20	0	Utility bill		04/08/20	580.56	.00	ACH			
				VENDOR TOTAL:		580.56					
VENDOR:	125	AT & T									
MAR 2020	03/31/20	0	Phone bill		04/08/20	387.78	.00	CHK			
				VENDOR TOTAL:		387.78					
VENDOR:	131	ALTEC INDUSTRIES, INC.									
5649,0288,7065	03/25/20	9144	Electrical Supplies		04/08/20	2753.73	.00	ACH			
				VENDOR TOTAL:		2753.73					
VENDOR:	134	ATWELL & GENT, P.A.									
9390	03/31/20	0	Engineering Services		04/08/20	6930.00	.00	ACH			
9391	03/31/20	0	Engineering Services		04/08/20	420.00	.00	ACH			
9392	03/31/20	0	Engineering Services		04/08/20	58545.00	.00	ACH			
9393	03/31/20	0	Engineering Services		04/08/20	16880.00	.00	ACH			
9394	03/31/20	0	Engineering Services		04/08/20	625.00	.00	ACH			
9395	03/31/20	0	Engineering Services		04/08/20	450.00	.00	ACH			
9396	03/31/20	0	Engineering Services		04/08/20	1750.00	.00	ACH			
9397	03/31/20	0	Engineering Services		04/08/20	420.00	.00	ACH			
				VENDOR TOTAL:		86020.00					
VENDOR:	139	ACC BUSINESS									
200704881-3/20	03/31/20	0	Internet services		04/08/20	1361.44	.00	ACH			
				VENDOR TOTAL:		1361.44					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
MAR 2020-ADMIN	03/31/20	0	Administrative Fees		04/08/20	10093.14	.00	CHK			
				VENDOR TOTAL:		10093.14					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

RUN DATE 03/31/20 11:45 AM

PAGE 2

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	307	CITY OF STARKVILLE									
MAR 2020-STL	03/31/20	0	Reimb St Louis salary		04/08/20	4313.40	.00	CHK			
					VENDOR TOTAL:	4313.40					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
3/21/20	03/25/20	0	Storage unit rental		04/08/20	115.00	.00	ACH			
					VENDOR TOTAL:	115.00					
VENDOR:	333	CONSOLIDATED FLEET SERVICES									
2020JS0018	03/25/20	9213	Testing		04/08/20	540.00	.00	ACH			
					VENDOR TOTAL:	540.00					
VENDOR:	344	COLUMBUS RUBBER & GASKET									
601708-001	03/25/20	9185	Repairs		04/08/20	785.00	.00	CHK			
					VENDOR TOTAL:	785.00					
VENDOR:	348	DELL MARKETING L.P.									
3/01/20	03/19/20	0	Computer software		04/08/20	467.00	.00	CHK			
					VENDOR TOTAL:	467.00					
VENDOR:	420	DAVID WISE									
3/09/20	03/19/20	0	Travel reimbursement		04/08/20	382.46	.00	ACH			
					VENDOR TOTAL:	382.46					
VENDOR:	496	EAST MISS LUMBER									
A64016	03/25/20	9193	Parts		04/08/20	55.59	.00	CHK			
					VENDOR TOTAL:	55.59					
VENDOR:	508	EQUIPMENT INCORPORATED									
135709479	03/25/20	9202	Maintenance		04/08/20	146.01	.00	ACH			
					VENDOR TOTAL:	146.01					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

PAGE 3
RUN DATE 03/31/20 11:45 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	604	FASTENAL COMPANY									
MSSTA91305	03/25/20	9199	Supplies		04/08/20	1031.08	.00	ACH			
MSSTA91382	03/25/20	9192	Parts		04/08/20	110.00	.00	ACH			
					VENDOR TOTAL:	1141.08					
VENDOR:	616	FUELMAN									
NP57880246	03/19/20	0	Fuel		04/08/20	2844.29	.00	CHK			
NP57906947	03/19/20	0	Fuel		04/08/20	1319.67	.00	CHK			
NP57929844	03/25/20	0	Fuel		04/08/20	785.14	.00	CHK			
NP57956815	03/31/20	0	Fuel		04/08/20	546.92	.00	CHK			
					VENDOR TOTAL:	5496.02					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
121614, 121646	03/25/20	9198	Repairs		04/08/20	70.60	.00	CHK			
					VENDOR TOTAL:	70.60					
VENDOR:	696	GARNER LUMLEY ELECTRIC									
567299, 567682	03/25/20	9172	Materials		04/08/20	5993.50	.00	ACH			
					VENDOR TOTAL:	5993.50					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50017724-01	03/25/20	9177	Lights		04/08/20	7680.00	.00	ACH			
					VENDOR TOTAL:	7680.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.									
20-00886598	03/23/20	0	Supplies		04/08/20	180.00	.00	ACH			
					VENDOR TOTAL:	180.00					
VENDOR:	1004	JAMES HARRIS PAINTING									
3/12/20	03/19/20	0	Painting		04/08/20	300.00	.00	CHK			
					VENDOR TOTAL:	300.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

UNPAID INVOICES
RUN DATE 03/31/20 11:45 AM

PAGE 4

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1010	JT RAY COMPANY										
200313-0444	03/19/20	0	Copier service		04/08/20	90.00	.00	ACH				
					VENDOR TOTAL:	90.00						
VENDOR:	1017	JBHM ARCHITECTS PA										
20003.00 - #1	03/20/20	0	Consulting		04/08/20	11900.00	.00	CHK				
					VENDOR TOTAL:	11900.00						
VENDOR:	1106	LESLIE DEAN										
013	03/31/20	0	Maintenance		04/08/20	375.00	.00	ACH				
					VENDOR TOTAL:	375.00						
VENDOR:	1169	LS TECHNOLOGIES LLC										
1078	03/19/20	0	Cameras		04/08/20	3390.03	.00	ACH				
					VENDOR TOTAL:	3390.03						
VENDOR:	1205	LOWE'S										
3/05-3/13/20	03/25/20	9212	Parts and Supplies		04/08/20	350.00	.00	CHK				
					VENDOR TOTAL:	350.00						
VENDOR:	1305	NEXAIR, LLC										
07623111	03/25/20	9211	Gas Cylinder Rentals		04/08/20	48.06	.00	ACH				
					VENDOR TOTAL:	48.06						
VENDOR:	1321	MSU-FACILITIES MGMT DEPT										
2/25/20	03/19/20	0	Annual Radio Tower Maintenan		04/08/20	5425.00	.00	CHK				
					VENDOR TOTAL:	5425.00						
VENDOR:	1335	VERIZON CONNECT NWF, INC										
INVE0206172	03/23/20	0	Vehicle Services-CITY206		04/08/20	30.23	.00	CHK				
OSV000002043087	03/19/20	0	Vehicle Services-CITY206		04/08/20	1023.30	.00	CHK				
					VENDOR TOTAL:	1053.53						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

RUN DATE 03/31/20 11:45 AM

PAGE 5

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1400	NESCO									
910,026,169	03/25/20	9196	Materials, Supplies		04/08/20	1176.77	.00	ACH			
S237331.1-FRGHT	03/25/20	9218	Freight		04/08/20	34.82	.00	ACH			
				VENDOR TOTAL:		1211.59					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
537166	03/25/20	9200	Repair parts		04/08/20	78.05	.00	ACH			
				VENDOR TOTAL:		78.05					
VENDOR:	1531	MDR CONSTRUCTION, INC.									
535, 448, 576	03/31/20	9219	Contractor		04/08/20	45980.00	.00	ACH			
				VENDOR TOTAL:		45980.00					
VENDOR:	1536	PALMER'S SERVICE CENTER LLC									
3/24/20 STMT	03/25/20	9216	Vehicle Repairs		04/08/20	3755.03	.00	ACH			
				VENDOR TOTAL:		3755.03					
VENDOR:	1800	RACKLEY OIL, INC.									
526964	03/25/20	9209	Fuel		04/08/20	76.00	.00	ACH			
				VENDOR TOTAL:		76.00					
VENDOR:	1807	REGIONS BANK									
3/24/20	03/31/20	0	Bond Interest-Series 2013		04/08/20	1750.00	.00	ACH			
77398	03/27/20	0	Bond Fees-Series 2013		04/08/20	806.25	.00	ACH			
				VENDOR TOTAL:		2556.25					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
3/03/20	03/31/20	0	Supplies,Travel		04/08/20	760.31	.00	CHK			
				VENDOR TOTAL:		760.31					
VENDOR:	1818	UNITED RENTALS, INC.									
1631, 7879	03/25/20	9215	Equipment Rentals		04/08/20	2395.01	.00	ACH			
504, 530, 388	03/25/20	9178	Equipment Rental		04/08/20	2459.67	.00	ACH			
				VENDOR TOTAL:		4854.68					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

RUN DATE 03/31/20 11:45 AM

PAGE 6

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1886	SEDC									
28945	03/19/20	0	Billing services		04/08/20	26324.18	.00	ACH			
					VENDOR TOTAL:	26324.18					
VENDOR:	1887	S & S LINE SERVICE INC									
2112-2113	03/19/20	0	ROW Clearing		04/08/20	6314.40	.00	ACH			
2114-2115	03/25/20	0	ROW Clearing		04/08/20	6017.20	.00	ACH			
2116-2117	03/27/20	0	ROW Clearing		04/08/20	6505.60	.00	ACH			
					VENDOR TOTAL:	18837.20					
VENDOR:	1910	STARKVILLE ELEC DEPT									
MAR 2020	03/31/20	0	Utility bills		04/08/20	290.73	.00	DFT			
					VENDOR TOTAL:	290.73					
VENDOR:	1911	SPRINGER ENGINEERING INC									
13725	03/19/20	0	Surveying		04/08/20	3200.00	.00	CHK			
13727	03/20/20	0	Soil Study		04/08/20	6000.00	.00	CHK			
					VENDOR TOTAL:	9200.00					
VENDOR:	1927	STAPLES BUSINESS CREDIT									
3/25/20 STMT	03/27/20	0	Office supplies		04/08/20	70.99	.00	CHK			
					VENDOR TOTAL:	70.99					
VENDOR:	1929	SEVEN STATES POWER CORP									
INV 26 & 27	03/19/20	0	Electric Charging Stations		04/08/20	6000.00	.00	CHK			
					VENDOR TOTAL:	6000.00					
VENDOR:	1934	STERNBERG LIGHTING									
54719	03/25/20	9169	Lighting		04/08/20	4500.00	.00	CHK			
					VENDOR TOTAL:	4500.00					
VENDOR:	1940	STUART C. IRBY									
8996.001 & 002	03/25/20	9184	Materials		04/08/20	2031.00	.00	ACH			
S011774084.002	03/25/20	9134	Materials		04/08/20	1125.00	.00	ACH			

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

RUN DATE 03/31/20 11:45 AM
PAGE 7

INVOICE	DATE	PO NBR	DESCRIPTION	INVOICE	AMOUNT	TAX	PMT	PAID	PAID/VOID	CHECK/
S011807162.001	03/25/20	9176	Safety Testing	AMOUNT	1458.00	.00	ACH	AMOUNT	DATE	ACH SEQ
S011828828.001	03/25/20	9205	Materials	4321.96		.00	ACH			
VENDOR TOTAL:				8935.96						
VENDOR: 1961 THE SHERWIN WILLIAMS CO										
1221-5	03/20/20	0	Paint	66.04		.00	CHK			
VENDOR TOTAL:				66.04						
VENDOR: 2019 TC MARKETING LLC										
1342-FREIGHT	03/25/20	9214	Freight	53.17		.00	CHK			
1343	03/25/20	9156	Uniforms	4556.32		.00	CHK			
VENDOR TOTAL:				4609.49						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
INV0019638	03/25/20	0	Education and training	500.00		.00	ACH			
VENDOR TOTAL:				500.00						
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.										
362495, 4001212	03/25/20	9217	Gas Cylinder Rentals	762.03		.00	ACH			
VENDOR TOTAL:				762.03						
VENDOR: 2122 UPCHURCH SERVICES LLC										
157961	03/25/20	0	AC Repairs	415.00		.00	ACH			
VENDOR TOTAL:				415.00						
VENDOR: 2210 VERIZON WIRELESS										
9849131572	03/19/20	0	AMI M2M Data Usage	571.50		.00	CHK			
9849485709	03/19/20	0	Phone bill 2821-01	1226.49		.00	CHK			
VENDOR TOTAL:				1797.99						
VENDOR: 2300 WALMART COMMUNITY BRC										
3/16/20 STMT	03/27/20	0	Office Supplies	76.37		.00	CHK			
VENDOR TOTAL:				76.37						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/08/20 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 03/31/20 11:45 AM

PAGE 8

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2319	WESCO									
208985	03/25/20	8951	Materials		04/08/20	6105.40	.00	ACH			
					VENDOR TOTAL:	6105.40					
VENDOR:	2322	WATKINS, WARD & STAFFORD									
142831	03/19/20	0	FY 2019 Audit		04/08/20	20242.00	.00	CHK			
					VENDOR TOTAL:	20242.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
58027	03/19/20	0	Water		04/08/20	32.80	.00	ACH			
					VENDOR TOTAL:	32.80					
VENDOR:	99009746	SYNERGETICS DCS, INC									
INV-038029	03/19/20	9122	ActivePanel Smartboard		04/08/20	3028.00	.00	CHK			
					VENDOR TOTAL:	3028.00					
VENDOR:	99009988	MITCHELL, MCNUTT & SAMS PA									
389986	03/19/20	0	Bond Attorney Fees		04/08/20	48750.00	.00	CHK			
					VENDOR TOTAL:	48750.00					
VENDOR:	99009989	JONES WALKER LLP									
170362-00	03/19/20	0	Bond Attorney Fees		04/08/20	81648.04	.00	ACH			
					VENDOR TOTAL:	81648.04					
VENDOR:	99009990	GOVERNMENT CONSULTANTS INC									
3/01/20	03/19/20	0	Bond Financial Consulting Fe		04/08/20	60000.00	.00	ACH			
					VENDOR TOTAL:	60000.00					
VENDOR:	99009991	FIRST NATL BANK CLARKSDALE									
3/10/20	03/19/20	0	Bond Paying Agent Fees		04/08/20	500.00	.00	CHK			
					VENDOR TOTAL:	500.00					
					GRAND TOTAL:	518953.77					



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 04-07-2020
PAGE: 1

SUBJECT: Request permission to issue a commercial burn permit to Kim Moreland to burn cleared debris associated with a construction project located at 1769 Louisville Street.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to issue a commercial burn permit to Kim Moreland to burn cleared debris associated with a construction project located at 1769 Louisville Street.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: April 7, 2020
PAGE: 1 of 9

SUBJECT: Consideration of the approval of the Memorandum of Understanding (MOU) between the City of Starkville and Southern Foundation, Inc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: None

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: 662-323-2294

SUGGESTED MOTION:

Move approval of the Memorandum of Understanding (MOU) between the City of Starkville and Southern Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

WHEREAS this Memorandum of Understanding (this “Agreement”) is made by and between the Southern Foundation for Homeless Children, Incorporated (hereinafter the “User”), and the City of Starkville, Mississippi (hereinafter the “City”), effective from the date of execution through December 31, 2020

WHEREAS, the City recognizes the user has expertise in operating a meal program, and has available space and desire for the user to implement the program that is beneficial to the community

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, the user and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The duties and responsibilities of the City are as follows:
 - 1. Provide indoor facilities at no cost to the user for the operation of a meal program during the terms of the agreement.
 - 2. Assist in promotion of the meal program on website, social media and other necessary medium.
- B. The duties and responsibilities of the user are as follows:
 - 1. Implement the meal program including procuring of food items, storage of food items, providing staff and/or volunteers to operate the meal program, and compliance with all necessary local, state and/or federal guidelines for operation of the program.
 - 2. Assist in promotion of the meal program on website, social media and other necessary medium.
 - 3. Provide insurance coverage that meets the city’s insurance requirements.

Article II. NON-DISCRIMINATION CLAUSE

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

Article III. Use of Facility Keys

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

Article IV. Repairs and Damages to Facilities

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

Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

Article V. Safety Procedures

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

Article VI. Criminal Background Checks

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

Article VII. INDEMNIFICATION

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

Article VIII. RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Article IX. MISCELLANEOUS TERMS

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

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

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

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

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

The designated agents for the parties are:

Southern Foundation for Homeless Children, Inc.
Gwendolyn Gray, Chief Executive Officer
317 Martin Luther King Dr. Suite 102
Starkville, MS 39759
Office: 662-320-6613 or 662-320-6614
Fax: 662-320-6616

CITY OF STARKVILLE, MISSISSIPPI
Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Tele: (662) 323-2525

AND NOW, having agreed as set out in the above three (3) pages, the user has executed this Agreement on this ____ day of ____ (month), ____ (year).

By: _____

Gwendolyn Gray

Chief Executive Officer, Southern Foundation for Homeless Children, Incorporated.

AND NOW, having agreed as set out in the above two (2) pages, the user has executed this Agreement on this 7th day of April, 2020.

THE CITY OF STARKVILLE, MS

By: _____

D. Lynn Spruill, Mayor, City of Starkville



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 4-7-2020
PAGE: 1 of 10

SUBJECT: The Starkville Police Department is requesting permission to enter into an agreement with AD&S systems. This agreement is in reference to the purchase of a fingerprint machine in which AD&S is the selected vendor. This agreement is titled AD&S INC. Turnkey Solution Agreement.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**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 to enter into an agreement with AD&S INC for the acquisition of a fingerprint machine kiosk. The agreement is titled as AD&S INC. Turnkey Solution Agreement. Having been reviewed by City Attorney Chris Latimer.



TURNKEY SOLUTION AGREEMENT

Customer Name: City of Starkville for Use At: Starkville Police Department
Address: 101 Lampkin St. Address: 101 Lampkin St.
City/State: Starkville, MS 39759 City/State: Starkville, MS 39759

This agreement is made and entered into on this the 12th day of March 2020 by and between Automation Designs & Solutions, Inc., a Mississippi Corporation, with principal offices located at Brandon, Mississippi (hereinafter referred to as "AD&S"), and Starkville Police Department located at 101 Lampkin St., Starkville, MS 39759 (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, "AD&S" is a firm which provides a customer with a software system that involves procuring, assembling, delivery, installing, installation assistance, training, and other forms of support and maintenance in accordance with predetermined system specifications in order to provide a complete solution to the customer's needs; and,

WHEREAS, "Customer" has carefully reviewed said proposal submitted by "AD&S" and clearly understands the software as outlined therein as it relates to the manufacturer, the description, the quantity, the capability, and the pricing of each, as well as the type of training, warranty, and other support services offered and agrees, acknowledges, and accepts the same; and, further desires for "AD&S" to proceed according to said proposal;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements, and obligations herein, "AD&S" and "Customer" hereby agree as follows, to-wit:

SECTION I. SALE AND LICENSE

1. Subject to the terms and conditions hereof, "AD&S" agrees to sell and license to the "Customer" named above, and "Customer" agrees to purchase and license from "AD&S", the products, materials and services described herein, collectively referred to as the System. This agreement shall become effective only upon acceptance and approval in writing by an authorized representative of "AD&S" at the principal place of business of "AD&S".
2. **LICENSE OF SOFTWARE.** AD&S, Inc., grants to "Customer", effective upon completion of delivery and installation the System (a) a non-exclusive license to use applications software owned by AD&S, Inc., and identified hereto as FingerPro ID Software (b) a non-exclusive sublicense to use (in accordance with the terms provided by the owner thereof) the operating software provided in conjunction with the hardware by the hardware manufacturer, both applications software and operating software hereinafter collectively referred to as the "software".

"Customer" rights in the software pursuant to such license and such sublicense are expressly limited to the use of the software by "Customer" at the installation site in connection with the hardware. "Customer" shall not assign, transfer, or sublicense the software without the prior written consent of "AD&S".

3. **DELIVERY OF SOFTWARE.** "AD&S" Shall deliver by Internet remote login on or about **March 31, 2020** to the address designated above for "Customer's" use of the FingerPro ID System.

SECTION II. PRICE, CHARGES, AND TAXES

1. "Customer" shall pay to "AD&S" the purchase price, license fee, service and ongoing support fees as herein described and reimbursements and shall assume responsibility for the other charges and claims set forth below.
2. **PURCHASE PRICE.** The purchase price of the hardware and kiosk cabinet is \$9,719.00. Customer shall pay such purchase price to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
3. **LICENSE FEE.** The license fee for the use of the application software is \$ 3,540.00. "Customer" shall pay such license fee to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
4. **SUPPORT SERVICES.** Support services will be provided in accordance with "AD&S's" SUPPORT AGREEMENT attached hereto as EXHIBIT "B".
5. **INTEREST CHARGES.** "Customer" acknowledges that the monetary obligations of "Customer" to "AD&S" herein under constitute a commercial account. "Customer" shall pay, in addition to all other amounts owed to "AD&S", interest calculated at one and one-half percent (1½ %) per month on all amounts that are due and payable by "Customer" to "AD&S" for forty-five (45) days or longer.
6. **FREIGHT AND INSURANCE.** "Customer" shall in all cases reimburse "AD&S" for all charges for transportation, rigging, and drayage and for insurance, if any, of the System in transit. If "AD&S" uses a third party mover or carrier to ship the System to "Customer's" address, "AD&S" shall (unless it notifies the "Customer" to the contrary) arrange for shipment or carriage of the System (collectively or by component) to "Customer" FOB point of manufacture or shipment.

SECTION III. DELIVERY, INSPECTION, AND INSTALLATION

1. **SITE PREPARATION.** Unless otherwise specified, "Customer" shall, as its expense and prior to delivery and installation of the System at "Customer's" address, prepare the installation site in an appropriate manner and shall cause the installation site to conform to any utility, climate control, and communication interface specifications that "AD&S" or the manufacturer may supply.
2. **INSTALLATION.** If contracted for herein, "AD&S" shall provide complete onsite training services.

3. SECTION IV. TRAINING AND USER MATERIALS

1. **TRAINING.** "Customer" shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competency necessary to manage and operate the System. "AD&S" shall, pursuant to the terms of the "SUPPORT AGREEMENT" (EXHIBIT "B" attached hereto, if applicable), provide "Customer's" personnel with training and instruction concerning the operation and use of the System by conducting a training session at a mutually convenient time at "Customer's" facility.
2. **USER MATERIALS.** "AD&S" may from time to time furnish "Customer" with drawings, diagrams, specifications, documentation, and other materials, including user manuals, relating to the use and servicing of the System. "AD&S" reserves the right, title and interest in any such materials pertaining to the software, and "Customer" shall return such materials to "AD&S" at any time upon its request.

SECTION V. PROPRIETARY PROTECTION OF SOFTWARE

1. **RESERVATION OF TITLE.** This agreement does not affect any transfer of title in the software (or any materials furnished or produced in connection with the software) including drawings, diagrams, specifications, input, formats, source code, and user manuals. "Customer" acknowledges that (a) the software (and all materials furnished or produced in connection with the software), including without limitation, the design, programming techniques, flow charts, source code and input data formats, contain trade secrets entrusted to "Customer" under this agreement for use only in the manner expressly permitted hereby, and (b) AD&S, Inc. and its predecessors in ownership claim and reserve all rights and benefits afforded under Federal law in the software as an unpublished copyrighted work.
2. **PRESERVATION OF SECRECY AND CONFIDENTIALITY; RESTRICTIONS ON ACCESS.** "Customer" shall protect the software (and all materials furnished or produced in connection with the software) as trade secrets of AD&S, Inc. and its predecessors in ownership, and "Customer" shall devote its best efforts to ensure that all "Customer's" personnel protect the software as trade secrets of AD&S, Inc. and its predecessors in ownership. "Customer" shall not at any time, disclose such trade secrets to any other person, firm, organization, or employee that does not need (consistent with "Customer's" right of use hereunder) to obtain access to the software and the materials provided to "Customer" in connection with the software.
3. **RESTRICTIONS ON USE OF SOFTWARE GENERALLY.** Neither the software nor any materials provided to "Customer" in connection with the software may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of AD&S, Inc. "Customer" shall not in any way modify or enhance the software (or any materials furnished or produced in connection with the software) without prior written consent of AD&S, Inc.
4. **DURATION OF DUTIES AND RETURN OF SOFTWARE.** The duties and obligations of "Customer" hereunder shall remain in full force and effect for so long as "Customer" continues to control, possess, or use the software. "Customer" shall promptly return the software together with all materials furnished or produced in connection with the software, upon abandonment or other termination of "Customer's" control, possession or use of the software.

SECTION VI. WARRANTIES AND LIMITATIONS

1. LIMITED WARRANTY AND DISCLAIMER

- a. **VENDOR SOFTWARE WARRANTY.** AD&S, Inc. warrants, for the benefit of "Customer" only, that at the time of "Customer's" license of the software commences, the vendor software conforms in all material respects to any specified MCIC and FBI standards currently in effect and supplied in writing to AD&S, Inc. and does not contain any material defect in its materials or workmanship. Such warranty is upon reliance of the warranty of the vendor of the software.
- b. **CONDITIONS PRECEDENT.** "AD&S" shall bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any breach with respect to the condition or operation of the System) if (1) the System is not properly installed if done by some third party; (2) the System is not maintained and operated under normal conditions by competent personnel; (3) the System incorporates spare or replacement parts other than those purchased under this agreement; (4) the System has been subjected to disassembly, modification, enhancement, abuse or misuse; (5) the nonconformity or defect (or other breach with respect to the condition or operation of the System) has not been reported to "AD&S" within five (5) days after termination of such first month period; or (6) has arisen as a result of damage to the System occurring subsequent to delivery thereof to the installation site, unless, in any such case, such event or condition directly results from the fault or negligence of "AD&S".
- c. **DISCLAIMER.** If the customer alters, reverse engineers, or changes the software in any way or for any purpose, there is no guarantee that the software will continue to function or perform in the manner in which it is advertised.

2. **FORCE MAJEURE.** "AD&S" shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its control or from any events, acts, or omissions attributable to the manufacturer of the hardware or the operating software, the vendor of the hardware to "AD&S", the licensor of the operating software to "AD&S", the vendor of the application software to "AD&S", or any maintenance vendors.

SECTION VII. DEFAULT

1. Any of the following shall constitute an "Event of Default" under this agreement.
 - a. "Customer's" failure to pay to "AD&S" any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such delinquency;
 - b. "Customer's" failure to perform any other terms, conditions, or covenants in this agreement, including any act of repudiation or wrongful rejection of the System, if such failure has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such failure; or
 - c. Any act or event whereby "Customer" (1) is or becomes insolvent, (2) is or becomes party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of "Customer", if such proceeding has not been dismissed within thirty (30) days, or (3) makes a general assignment for the benefit of creditors.
2. Upon the occurrence of an Event of Default, "AD&S" may (a) terminate this agreement and invoke all rights "AD&S" possesses upon termination and (b) if "Customer" remains liable for any monetary obligation created under this agreement, accelerate due and payable by "Customer" as a liquidated sum and proceed against "Customer" in any lawful way for satisfaction of such sum, or repossess so much of the System as remains in "Customer's" possession.

3. No delay or failure of either party in exercising any right hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law. The presence or absence of any Event of Default shall in no way prejudice or abridge the right of "AD&S" to seek and obtain in appropriate circumstances stoppage of goods in transit or reclamation of goods after delivery.

SECTION VIII. GENERAL

1. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi.
2. **CJIS (Criminal Justice Information Services) SECURITY ADDENDUM. EXHIBIT "C"** attached hereto contains references to rules for access and clarifies the guidelines for access to any criminal history record information and related data for users. Violation of these guidelines referenced may result in administrative and criminal penalties which are not limited to prosecution for State and Federal crimes. By authorized signature on this document the customer fully understands and acknowledges information and adherence thereto of CJIS guidelines from the CJIS Security Addendum.
3. **FORUM SELECTION.** All disputes between the parties arising from this agreement shall be prosecuted only in the Courts of the State of Mississippi and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in such litigation.
4. **ENTIRE AGREEMENT; AMENDMENTS.** This agreement, including all Exhibits attached hereto, are hereby incorporated by this reference and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representation, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this agreement.
5. **NOTICE.** Any notices required or permitted under this agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this agreement or any more recent address of which the sending party has been apprised.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative effective upon approval of "AD&S" as marked below.

"CUSTOMER"

APPROVED:

BY: _____

AUTOMATION DESIGNS & SOLUTIONS, INC.

TITLE: _____

By _____

DATE _____, 20__

Date _____, 20__

EXHIBIT A

**AUTOMATION DESIGNS & SOLUTIONS, INC.
PAYMENT SCHEDULE**

Licenses Fee:

- One FingerPro ID software license fee **\$2495.00**
- Software to Print FBI FD-258 Cards **\$ 550.00**
- Payment for TOT Package **\$495.00**

Hardware purchase:

- Metal Kiosk Cabinet
- Green Bit DactScan 84c 10 print scanner
- HP Computer with 3-year Depot
- HP Monitor 22 in"
- Mouse

\$9,719.00

Installation:

- Installation and Training for software and hardware \$ **2,495.00**

Shipping:

- Shipping fee of **\$ 75.00**

EXHIBIT B
AUTOMATION DESIGNS & SOLUTIONS, INC.
Support Agreement

Automation Designs & Solutions, Inc. agrees upon the following as it relates to systems and support:

Support Services -

Automation Designs & solutions, Inc. shall have the following responsibilities:

- To meet with management and/or authorized representative and perform a needs assessment. Based upon said needs assessment, Automation Designs & Solutions, Inc. (hereinafter referred to as AD&S, Inc.) will provide customer with an overview of proposed installation.
- AD&S, Inc. will provide customer with an itemized list of hardware, software, time estimates and related service cost necessary to implement proposed installation
- Upon execution of this agreement, AD&S, Inc. will order hardware, software and related peripherals necessary to implement proposed automation.
- Upon receipt of equipment AD&S, Inc. will prepare related equipment to meet state MCIC and FBI standards. Said equipment and software will then be transported to the customer and installed and tested on-site.

Training -

- AD&S, Inc. will train a maximum of three personnel on site. This training will include the areas of data entry, software output, and operation of other related peripheral equipment (i.e. modems printers, livescan, etc.)

Customer shall have the following responsibilities:

- To furnish AD&S, Inc. with complete information regarding current method of business operations, as well as anticipated growth as it relates to analysis of future automation needs.
- To furnish AD&S, Inc. information as to critical needs, any forms utilized in current operations, as well as any modifications to same.
- To review proposal by AD&S, Inc. and be satisfied that said proposal accurately reflects current automation needs, providing for future growth to a reasonable extent.
- To designate someone to be responsible for administration of the system. This designee will be the contact person for AD&S, Inc.
- To provide persons capable of being trained for data entry into the software systems provided by AD&S, Inc.
- To house equipment and related peripherals in a clean well ventilated environment with a temperature range suitable for computer equipment.
- To mutually establish with AD&S, Inc. a satisfactory testing procedure for accuracy of said data as far as output is concerned.
- To maintain hardcopy output from systems necessary to document performance of the system.

- To gain an understanding of procedures necessary for backup and recovery in the event of catastrophic losses.
- To report any changes that would affect in any manner the Disaster Recovery System process developed and in place, prior to implementation, including, but not limited to:
 - Procedural changes
 - Equipment changes
 - Platform changes
 - Network configuration changes
 - SQL Server changes
 - Web Server changes
- To order forms required for production from any systems provided by AD&S, Inc. in a manner timely for scheduling on-line production.
- To ensure that appropriate communication channels are established and operative to effect communication between all related agencies involved.
- Establish an interagency protocol to maintain, determine and ensure successful transmission of electronic data without interruption of services provided by AD&S.
- To assume responsibility for and interagency communication channels including SQL connections, Web Server connections, agency network connections, MCIC connections.
- Understand that delay in any response time may possibly be related to FBI system load and network traffic, MCIC system load and network traffic, and/or agency load and network traffic.
- To notify AD&S of any hardware changes in your network, configuration changes in your computer hardware or network, prior to their implementation.

EXHIBIT C

Automation Designs & Solutions, Inc. Acknowledgement of CJIS Agreement Security Addendum

6/1/2016 H-7 CJISD-ITS-DOC-08140-5.3

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized authority. Such exposure for misuse includes, but is not limited to, prosecution for state and federal crimes.

Authorized Signature

Date

Printed Name

Date



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

AGENDA ITEM NO:
AGENDA DATE: April 7, 2020
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Parks & Parks Water Well Service, Inc. in the amount of \$9,600.00 to repair the motor in the #7 Well Pump at the Bluefield location.

AMOUNT & SOURCE OF FUNDING:

2 Bids Received	Parks & Parks	\$9,600.00
	Donald Smith	\$16,009.00

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 accept the lowest and best bid from Parks & Parks Water Well Service, Inc. in the amount of \$9,600.00 to repair the #7 Well Pump at the Bluefield location.

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Donald Smith Company, Inc.

P.O. Box 38 • Shannon, MS 38868 • Phone: (662) 767-9777 • Fax: (662) 767-3107

March 31, 2020

Sean Johnston
City of Starkville
Starkville Utilities
P. O. Box 927
Starkville, MS 39759

QUOTE: MOTOR REPAIR – BLUEFIELD #2

We are pleased to quote the following:

Labor and Service Rig to remove 200 hp motor from Well #2 @ Bluefield,
Take to Motor Shop to be rewound and install new bearings, Take back to
Job site and install repaired motor, for the price of \$ 16,009.00*

Thank you for the opportunity to quote you on this project. If you have any questions, please do not hesitate to call.

Robert Young

Robert Young
Manager

*This price does not include any machine work if needed.



Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

CORPORATE OFFICE
746 East Main Street
Headland, Alabama 36345
Phone: (334) 693-2969
Fax (334) 693-3089

PARKS & PARKS WATER WELL SERVICE, INC.

109 OKOLONA CUT-OFF ROAD

HOUSTON, MISSISSIPPI 38851

PHONE: 662-456-2011

FAX: 662-456-2284

**24 HOUR SERVICE
QUOTATION**

March 31, 2020

City of Starkville

101 Lampkin Street

Starkville, MS 39759

Attn: Jacob Forrester, Sean Johnston

**RE: Estimate to Pull & Rewind 200HP Motor & Install back on Well on
BlueField Road**

Pull 200HP Motor	600.00
Rewind 200HP Motor	8,400.00
Install 200HP Motor back on Well (Wire Up & Put Back in Service)	<u>600.00</u>
TOTAL -----	\$9,600.00

Parks & Parks Water Well Services, Inc.


Rayburn Parks, President



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

AGENDA ITEM NO:
AGENDA DATE: April 7, 2020
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best bid from Schweitzer Engineering Laboratories, Inc in the amount of \$658,320.00 for the Relay Panels and Equipment System for the 161/69/13 kV Southwest Starkville Substation.

AMOUNT & SOURCE OF FUNDING:

3 Bids Received	Schweitzer Engineering	\$658,320.00
	Electrical Power Products	\$695,881.00
	KVA Inc	\$770,188.00

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 accept the lowest and best bid from Schweitzer Engineering Laboratories, Inc in the amount of \$658,320.00 for the Relay Panels and Equipment System for the 161/69/13 kV Southwest Starkville Substation.

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**STARKVILLE UTILITIES
TABULATION OF BIDS
SUBSTATION RELAY PANELS & EQUIPMENT
FOR SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION**

Bidder	Total Bid Price	Addenda Acknowledged	Warranty Length	Delivery Time	Manufacturer	Notes
Schweitzer Engineering Laboratories, Inc.	\$658,320.00	Yes	10 Years	16 Weeks ARO	SEL/Various	
Electrical Power Products, Inc.	\$695,881.00	No	24 Months	17-19 Weeks ARO	EPP/SEL/Various	
KVA, Inc.	\$770,188.00	Yes	24 Months	16-18 Weeks ARO	KVA/SEL/Various	

I hereby certify that this is a true and correct tabulation of the bids received for a Substation Relay Panels & Equipment received by the City of Starkville Utilities on March 26, 2020.


 Jeffrey Atwell, P.E.





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

AGENDA ITEM NO:
AGENDA DATE: April 7, 2020
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best bid from SAFT America, Inc c/o HV Sales, Inc in the amount of \$116,234.21 for the Substation Battery System for the 161/69/13 kV Southwest Starkville Substation.

AMOUNT & SOURCE OF FUNDING:

3 Bids Received	SAFT America	\$116,234.21
	ALCAD Inc	\$126,906.54
	Storage Battery Systems	\$163,924.40

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

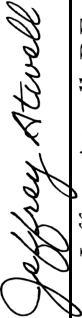
SUGGESTED MOTION:

Move approval accept the lowest and best bid from SAFT America INC in the amount of \$116,234.21 for the Substation Battery System for the 161/69/13 kV Southwest Starkville Substation.

**STARKVILLE UTILITIES
TABULATION OF BIDS
SUBSTATION BATTERY SYSTEM
FOR SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION**

Bidder	Total Bid Price	Addenda Acknowledged	Warranty Length	Delivery Time	Manufacturer	Notes
SAFT America, Inc. c/o HV Sales, Inc.	\$116,234.21	Yes	7 Years Batteries/5 Years Charger	11-13 Weeks ARO	SAFT	
ALCAD, Inc.	\$126,906.54	Yes	7 Years Batteries/5 Years Charger	12-14 Weeks ARO	ALCAD	
Storage Battery Systems	\$163,924.40	Yes	7 Years	16-18 Weeks ARO	HBL	

I hereby certify that this is a true and correct tabulation of the bids received for a Substation Battery System received by the City of Starkville Utilities on March 26, 2020.



Jeffrey Atwell, P.E.