OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
July 21, 2020

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, JULY 21, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

BOARD MEMBERS WILL HAVE THE OPTION TO ATTEND VIA TELEPHONE AND COMPUTER CONFERENCING DUE TO COVID-19 SOCIAL DISTANCING. A ROLL CALL VOTE WILL BE REQUIRED FOR EACH ACTION TAKEN BY THE BOARD.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.

FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES, ARTICLE III. SECTION 82-51 ET SEQ. ASSEMBLIES, PARADES AND PROCESSIONS.

IX. MAYOR'S BUSINESS

A. VIDEO INTERVIEW FOR MR. BRANDON DOHERTY

B. CONSIDERATION OF HIRING MR. BRANDON DOHERTY AS THE PARKS AND RECREATION DIRECTOR FOR THE CITY OF STARKVILLE.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 1249 MS HWY 182 W; 310 LINDBERGH BOULEVARD; 307 WEST MAIN STREET; 321 CRITZ STREET; AND

722 VINE STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

   a. CONSIDERATION OF SOLE APPLICANT, DR. GEORGE FORD, FOR APPOINTMENT TO THE VACANCY IN WARD 1 OF THE STARKVILLE BOARD OF ADJUSTMENTS AND APPEALS FOR A FULL 4-YEAR TERM SET TO EXPIRE ON JUNE 30, 2024.

   b. CONSIDERATION OF FP 20-01 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING SEVERAL LOTS INTO 4 LOTS LOCATED NORTH OF THE INTERSECTION OF UNIVERSITY DRIVE AND PAGE AVENUE IN A T-5U ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00 INCLUDING AN ENCROACHMENT AGREEMENT AND THE MAINTENANCE AGREEMENT FOR THE PEDESTRIAN BRIDGES ASSOCIATED WITH THE VISTA DEVELOPMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.

   c. CONSIDERATION OF FP 20-02 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS THAT ARE A COMBINED +/-0.69-ACRE INTO 2 LOTS AT 400 AND 402 NORTH JACKSON STREET IN A TN-E ZONE WITH THE PARCEL NUMBER 118I-00-103.00 AND 118I-00-104.00.

   d. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH THE HISTORIC PRESERVATION DIVISION, MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO MOVE AND PRESERVE THE HISTORIC GILLESPIE-JACKSON HOUSE, LOCATED CURRENTLY ON 701 LOUISVILLE STREET WITH PARCEL NUMBER 102G-00-036.00 AND TO RECEIVE $20,000 THROUGH THE CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOWER BID OF $989,747.80 FOR THE 2020 STREET IMPROVEMENT PROJECT FROM FALCON CONTRACTING COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 14, 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. ACCEPTANCE OF THE JUNE 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JONATHAN LINDSEY, DYLAN ROCKWELL AND MARQUANDRIC STARKS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE QUINTIN ALEXANDER AS AN ENTRY LEVEL POLICE OFFICER AND MOULTRIE B. LACEY AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE THOMAS DAVIS AS A SEWER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MALCOM COLLINS AS A SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE LUKE BURNETT AS A SEWER INSPECTOR IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE TWO PART-TIME CUSTOMER SERVICE REPRESENTIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF AN AGREEMENT (WITH ADDENDUM) WITH SECURAMAX REQUIRED TO PARTICIPATE IN A 30 DAY TEST AND EVALUATION OF A NEW POLICE BODY CAMERA SYSTEM.

I. PARKS

1. REQUEST AUTHORIZATION FOR RFP FOR CORNERSTONE SPORTS FIELD LIGHTING, (8) BASEBALL/SOFTBALL FIELDS 225’, TWO (2) BASEBALL FIELDS 250’, ONE (1) T-BALL AREA (2 FIELDS). ALTERNATE #1 INCLUDES TWO (2) BASEBALL/SOFTBALL FIELDS 225’ AND ALTERNATE #2 IS PER FIELD COST FOR AUTOMATED SPORTS BROADCASTING CAMERA SYSTEM FOR A 225’ AND 250’ FIELDS.

2. REQUEST APPROVAL OF RFP COMMITTEE TO REVIEW THE CORNERSTONE LIGHTING RFP AND TO PROVIDE A RECOMMENDATION ON THE SYSTEM TO THE MAYOR AND BOARD OF ALDERMEN WITH THE COMMITTEE TO CONSIST OF ALDERMAN WARD 4 JASON WALKER, PARK ATHLETIC SUPERVISOR NICK CALLAHAN, AND CITY ENGINEER EDWARD KEMP.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM CONSOLIDATED PIPE & SUPPLY TO PURCHASE A TRENCH BOX ASSEMBLY SET IN THE AMOUNT OF $8,790.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 4, 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.

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: July 21, 2020 **PAGE:** 1

SUBJECT: Consideration to create a temporary Leisure and Entertainment District in the City of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This concept has been discussed by the Board in 2017. The discussion did not progress past the drafting of an ordinance. The city attorney has taken that ordinance and has crafted to allow for the temporary nature of the issues associated with the pandemic that have greatly harmed our entertainment industry and led to massive losses of revenue both for the city and the businesses.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

ORDINANCE NO. ______

AN ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT; AND TO AMEND ORDINANCE NUMBER 2017-5, ADOPTED 09-19-17 AND CHAPTER 10, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES, AMENDING THE REGULATIONS FOR POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN CERTAIN PLACES; AND FOR RELATED PURPOSES

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

WHEREAS, the City of Starkville, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann § 67-1-101, which permits and authorizes municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district; and

WHEREAS, Miss. Code Ann. § 67-1-101 requires that an Ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

WHEREAS, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that the City of Starkville would benefit from the establishment of a Leisure and Recreation District by enhancing pedestrian-oriented areas, including outdoor dining; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has further determined that the establishment of a Leisure and Recreation District would be in the best interests of the City of Starkville; and

WHEREAS, the governing authority of the City of Starkville has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor therefore has agreed to direct that the Starkville Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the city's Leisure and Recreation District; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City of Starkville hereby establishes a Leisure and Recreation District as more fully set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF

ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI AS FOLLOWS:

SECTION 1. ADOPTION OF FINDINGS: The matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as official findings of the Governing Authority of the City of Starkville.

SECTION 2. TITLE: This ordinance shall be known as **STARKVILLE LEISURE AND RECREATION DISTRICT ORDINANCE.**

SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICTS: Under the authority granted in Miss. Code Ann. § 67-1-101, the City of Starkville does hereby establish Leisure and Recreation District(s) within the City of Starkville, hereafter known as the DISTRICT, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and attached hereto:

a. DISTRICT description is attached as Exhibit 1;
b. DISTRICT map is attached as Exhibit 2;
c. Additional districts may be created in the future as deemed beneficial and upon further action by the Board of Aldermen for the City of Starkville.

SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS. Any on-premises retail alcoholic beverage permittee (hereinafter, "permittee") located within the DISTRICT shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage, beer, or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the DISTRICT.

2. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

3. A permittee located in the DISTRICT shall allow alcoholic beverages to be removed from the licensed premises only in a plastic, paper, or styrofoam cup not larger than 16 fluid ounces, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

5. Nothing in this ordinance shall require a permittee located in the DISTRICT to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.

6. Each permittee shall be required to place a trash receptacle, consistent with the specified design approved by the City for the DISTRICT, at the exit door of the premises.

7. Permittees located in the DISTRICT shall post, at all points of egress from the licensed premises, a map of the boundaries of the DISTRICT in which it is located. The map shall be provided, either in electronic or paper form, to those permittees upon their request.

8. The purpose of this ordinance being primarily to allow pedestrians to participate in outdoor dining and to carry open containers as described in this ordinance

within a Leisure and Recreation District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this ordinance, containing an alcoholic beverage within the DISTRICT in which it was purchased. Similarly, nothing in this ordinance shall be construed to allow patrons, guests or members of a permittee to leave the DISTRICT as a pedestrian or passenger in a motor vehicle or non- motor vehicle of any kind while carrying an open container of an alcoholic beverage.

9. Nothing in this ordinance shall allow patrons, guests or members of a licensee or permittee to impede traffic on a public street or within private or public parking lots, unless approved by order of the Starkville Board of Aldermen.

SECTION 5. HOURS IN EFFECT. A person shall only possess an alcoholic beverage in the above prescribed container dispensed by a duly permitted establishment within the DISTRICT boundaries between the hours of 4:00 p.m. and midnight Monday through Wednesday, 4:00 p.m. Thursday to 1:00 a.m. Friday, 4:00 p.m. Friday to 1:00a.m. Saturday, 12:00 p.m. Saturday to 1:00 a.m. Sunday, and 12:00 p.m. to 12:00 midnight Sunday. Hours may be amended on specific days only on order of the Starkville Board of Aldermen.

SECTION 6. DRINKING IN PUBLIC PLACES; AMENDMENTS TO ORDINANCE NUMBERS 2017-02 AND TO THE CODE OF ORDINANCES: AND CHAPTER 10, ALCOHOLIC BEVERAGES, ARTICLE II, SECTIONS 10-36, 10-38; 10-39, 10-41, 10-43 AND 10-103, AS FOLLOWS:

a. It shall be unlawful for any person, group, association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks, and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city that specifically addresses the possession and/or consumption of alcoholic beverages, beer, or wine.

b. It shall be unlawful for any person to consume any alcoholic beverage, beer, or wine on any public street, sidewalk or alley owned, maintained or operated by the City; except that it shall not be unlawful for any person to consume an alcoholic beverage, beer or wine on streets in an established LEISURE AND RECREATION DISTRICT.

c. It shall remain lawful for any person to possess an open container of beer or light wine on public property within the boundaries of an outdoor special event or festival expressly approved by the Starkville Board of Aldermen upon written application; provided, however, that during such City-approved special events, no beer or light wine may be possessed or consumed from containers other than plastic, paper, or styrofoam cups.

SECTION 7. PUBLIC SAFETY MEASURES: The City of Starkville, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services within the DISTRICT as required by State Law. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this ordinance shall amend or change any other ordinance pertaining to amplified music, noise, litter, loitering, or nuisances.

SECTION 8. RESERVATION OF RIGHTS : The City reserves the right to modify or repeal this ordinance, and any district designation created hereunder, at any time, with or without notice, by order of the Board of Aldermen.

SECTION 9. REPEAL AND CONFLICTS. All ordinances or parts thereof that address alcohol consumption in conflict with this ordinance are hereby repealed within the geographic boundaries of the DISTRICT created herein.

SECTION 10. POST-ORDINANCE COMPLIANCE: Following the establishment and/or modification of a leisure and recreation district, the municipality shall provide the Department of Revenue with the following:

a. a copy of any ordinance or resolution relating to the establishment or modification of the District;

b. verification from the police department indicating how the department will provide adequate law enforcement and other public safety measures and services within the District; and

c. a list of persons or other entities that hold permits issued under Section 67-1-51(c), (e), (f), (g), (l), (n), or (o) and are located and/or doing business under permits in the District at the time the District is established.

SECTION 11. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Alderman ___________, seconded by Alderman ___________________________, and adopted by the following roll call vote:

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

The Mayor thereby declared the motion carried and the Resolution adopted, this the __________ day of ___________, A.D., 2020.

(SEAL)

ATTEST: **ADOPTED**

______________________________ ______________________________
CITY CLERK **MAYOR**


Dr. Martin Luther King Jr. Drive West
Dr. Martin Luther King Jr. Drive East
Old W Point Rd
Division St
Hartness St
College View Dr
N Nash St
Herbert St
Prospect Pl
Caldwell St
N Montgomery St
N Jackson St
Jefferson St
D. L. Conner Dr
Ames St
W Main St
E Main St
University Drive
Meigs St
E Lampkin St
Fellowship St
Jarnigan St
Worley St
Hogan St
S Washington St
Cotton Row
University Dr
S Nash St
Maxwell St
Camp Ave
Creamery Dr
Colonel Muldrow Ave
Lummus Dr
Green St
S Montgomery St
McKinley St
S Lafayette St
Russell St
Barr Rd
W Gillespie St
E Gillespie St
Garden Ln
Mill St
Mercantile St.
Hancock Cir
Spring St
Spruell Pl
Davis St
Hancock St
Mill Street
Hwy 12 E
Greek Dr
NORTH
0 200 400 800 1,200 Feet
USDA, MDEQ, NRCS, USGS, MDOT, MARIS
HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
Legend
Proposed District Boundary

BOUNDARY DESCRIPTION OF THE CITY OF STARKVILLE'S TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT

The boundary of the Temporary Leisure and Entertainment District shall include the entire right-of-way of several streets within the corporate boundary of the City of Starkville, Mississippi. The portions of the streets included in the Temporary Leisure and Entertainment District are described as follows:

Dr. Martin Luther King Jr. Drive West and Dr. Martin Luther King Jr. Drive East: Starting from the east side of the right-of-way of D. L. Conner Drive on Dr. Martin Luther King Jr. Drive West and Ending on the east side of the right-of-way of Old West Point Road on Dr. Martin Luther King Jr. Drive East.

West Main Street, East Main Street, and University Drive: Starting one hundred and forty-four feet (144') west of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street on West Main Street and Continuing east through East Main Street and Ending at the west side of the right-of-way of Highway 12 on University Drive.

East Lampkin Street: Starting at the west side of the right-of-way of North Jackson Street on East Lampkin Street and Ending at the west side of the right-of-way of Fellowship Street on East Lampkin.

Russell Street: Starting at the south side of the right-of-way of East Lampkin Street on Russell Street and Ending at the west side of the right-of-way of Highway 12 on Russell Street.

Cotton Row: Starting at the east side of the right-of-way of Holtsinger Avenue on Cotton Row and Ending on the west side of the right-of-way of Maxwell Street on Cotton Row.

Lummus Drive: Starting from the east side of the right-of-way of Maxwell Street on Lummus Drive and Ending one hundred feet (100') east of the intersection of the south side of the right-of-way of Lummus Drive and east side of the right-of-way of Maxwell Street on Lummus Drive.

Page Avenue: Staring from the south side of the right-of-way of University Drive on Page Avenue and Ending at the east side of the right-of-way of Maxwell Street on Page Avenue.

South Washington Street: Starting from the south side of the right-of-way of East Main Street on South Washington Street and Ending two hundred and forty-two feet (242') south of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street and including fifty feet (50') of the western most portion of the alley way on the east side of South Washington Avenue south of East Main Street

North Jackson Street and South Jackson Street: Starting from the south side of the right-of-way of Dr. Martin Luther King Jr. Drive West on North Jackson Street and Ending one hundred and thirty-six feet (136') south of the south side of the railroad right of way on the west side of South Jackson Street.

North Montgomery Street and South Montgomery Street: Starting from the south side of the right-of-way for Dr. Martin Luther King Jr. Drive East on North Montgomery Street and Ending on the north side of the right-of-way line of Hogan Street on South Montgomery Street.

Old West Point Road: Starting from the south side of the right-of-way from Dr. Martin Luther King Jr. Drive East on Old West Point Road and Ending at the north right-of-way of University Drive on Old West Point Road.

Fellowship Street: Starting from the south side of the right-of-way of University Drive on Fellowship Street and Ending on the north side of the right-of-way Russell Street on Fellowship Street.

Mill Street: Starting from the south side of the right-of-way of Russell Street on Mill Street and Ending on the south side of the right-of-way of Mercantile Street on Mill Street.

Mercantile Street: Starting from the south side of the right-of-way of Russell Street on Mercantile Street and Ending on the east side of the right-of-way of Mill Street on Mercantile Street.

Colonel Muldrow Avenue: Starting from the south side of the right-of-way of University Drive on Colonel Muldrow Avenue and ending one hundred and thirteen feet (113') south of the intersection of the south side of the right-of-way of University Drive and west side of the right-of-way of Colonel Muldrow Avenue on Colonel Muldrow Avenue.

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: July 21, 2020
PAGE: 1 of 3

SUBJECT: Consideration of calling for the first public hearing to modify the City of Starkville ordinance code Article III. Assemblies, Parades and Processions; Section 82-51, et seq. to provide for the changes to the special event policy and the adoption of the First Amendment permit policy by the Board of Aldermen.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: On June 16, 2020, the Board of Aldermen adopted a new permit policy for the purpose of meeting the constitutional requirements for peaceful assembly and protest. This adoption by the board necessitates the update of our code to reflect that policy change by board order.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for the first public hearing to amend the City of Starkville ordinance dated 9-18-2018; Article III. Assemblies, Parades and Processions; Sec. 82-51 et seq.

- # ARTICLE III. - ASSEMBLIES, PARADES AND PROCESSIONS[2]
- ## DIVISION 1. - GENERALLY
- ### Sec. 82-51. - Enforcement.

Nothing contained in this article shall prohibit the authority of any police officer to arrest a person engaged in any acts or activities for which a permit has been granted under the city's special events policy or the First Amendment assemblies policy, if the conduct of such person violates the laws, or if such person obstructs the public streets and sidewalks of the city or engages in acts that cause a breach of the peace.

(Code 1977, § 18-74; Ord. of 9-18-2018)

- ### Sec. 82-52. - Dispersal of activity.

Whenever the free passage of any street or sidewalk in the city shall be obstructed by a crowd, congregation, parade, meeting, assembly or procession, or the conduct of two or more persons, except as authorized by any permit issued pursuant to the city's special events policy or the First Amendment assemblies policy, the persons comprising such group shall disperse or move when directed to do so by a police officer. It shall be unlawful for any person to refuse such direction to move or disperse and such refusal shall be a violation of this article.

(Code 1977, § 18-83; Ord. of 9-18-2018)

- ### Secs. 82-53—82-65. - Reserved.
- ## DIVISION 2. - PERMIT
- ### Sec. 82-66. - Required.

It shall be unlawful for any person to organize or hold or participate in any parade, meeting, assembly or procession of persons and/or vehicles on the streets or sidewalks within the city unless such activity shall have first been authorized by a written permit pursuant to the city's special events policy or First Amendment assemblies policy with approval of the Mayor or the Starkville Board of Aldermen.

(Code 1977, § 18-75; Ord. of 9-18-2018)

- ### Sec. 82-67. - Application.

Any person desiring a permit required by the provisions of this division shall make application therefor to the community development department through the city's special events or First Amendment assemblies application process.

(Code 1977, § 18-76; Ord. of 9-18-2018)

- ### Sec. 82-68. - Public health, safety, and welfare.

In analyzing a special event or First Amendment assemblies application as part of the city's special events committee or First Amendment assemblies application, the chief of police, or his designee, shall consider:

The number of persons to participate;

Anticipated traffic conditions at the time and date proposed for the activity;

Schedule of other similar activities for which permits may have been issued;

Adequacy of adult supervision for any minors scheduled to participate;

Availability of city personnel whose presence on duty may be required by the activity and by the necessity to protect the general public; and

Adequacy of public facilities in the location proposed for the activity to accommodate the proposed activity and the normal public use of public facilities in the proposed location.

(Code 1977, § 18-77; Ord. of 9-18-2018)

- **Sec. 82-69. - Issuance.**

The special events permit or First Amendment assemblies permit required by this division shall be issued by the city upon application therefor and approval by the Mayor or ~~of~~ the Starkville Board of Aldermen.

(Code 1977, § 18-78; Ord. of 9-18-2018)

- **Sec. 82-70. - Modifications.**

If the chief of police or his designee, acting in their roles on the Special Events Committee as outlined in the city's special events policy or as required by the First Amendment assemblies permit policy, determines from the application for a permit under this division that the proposed parade or march will unduly interfere with and impede traffic on the public streets, alleys and ways over which the parade or march will pass, and/or the public streets, alleys and ways that intersect the public streets, alleys and ways over which the parade or march will pass, he shall so advise the applicant in writing and shall suggest such modifications in the application which, if made, will not unreasonably interfere with and impede normal traffic on the public streets, alleys and ways by such parade or march. Such modifications may include:

(1)

Changing or altering the route of the march or parade;

(2)

Changing the date and/or time of day the parade or march will be made;

(3)

Changing or altering the length of the march or parade;

(4)

Changing the width of the parade or march, i.e., from requiring the whole width of the public street, alley or way to a lesser part of the width, to be specified;

(5)
Any combination of the foregoing suggested areas of modifications;

(6)
Any other modification that will cause such parade or march to not unduly interfere with and impede normal traffic on such public streets, alleys and ways of the city.

(Code 1977, § 18-79; Ord. of 9-18-2018)

- **Sec. 82-71. - Deviation from conditions of permit.**

It shall be unlawful for any person participating in any act or activity for which a special events permit or First Amendment assemblies permit has been granted under the provisions of this division to deviate from or alter any of the terms or conditions of such permit. The city shall prosecute any such unlawful activity and seek appropriate penalties pursuant to sections 1-10 and 1-11 of the City's Code of Ordinances.

(Code 1977, § 18-80; Ord. of 9-18-2018)

- **Sec. 82-72. - Display.**

Every person having a special events permit or a First Amendment assemblies permit issued under the provisions of this division shall have such permit in his possession during the activity permitted thereby, and shall display such permit upon the request of any law enforcement officer. Failure to display such permit shall be deemed a misdemeanor.

(Code 1977, § 18-81; Ord. of 9-18-2018)

- **Sec. 82-73. - Revocation.**

Any permit issued under the provisions of this division may be revoked by the chief of police, or his designee, for the violation by the permittee of any law.

(Code 1977, § 18-82; Ord. of 9-18-2018)

- **Sec. 82-74. - Contents; filing of copy.**

Upon issuance of a special events permit or a First Amendment assemblies permit required by this division, the permit shall contain therein all information contained in the application therefor and a signed copy of such permit shall be kept with the application in the city's community development department.

(Code 1977, § 18-84; Ord. of 9-18-2018)

- **Secs. 82-75—82-90. - Reserved.**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: July 21, 2020

SUBJECT:

Consideration of hiring Mr. Brandon Doherty as the Parks and Recreation Director for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

Exempt Grade 16, Annual Salary $75,000 ($36.06 per hour), based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This position was previously held by Gerry Logan who resigned.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

D. Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

D. Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

---

SUGGESTED MOTION

Move approval to hire Mr. Brandon Doherty as the Parks and Recreation Director for the City of Starkville.

AGENDA ITEM DEPT.: Community Dev.- Code

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** July 21, 2020

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1of 13

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 1249 MS Hwy 182 W; 310 Lindbergh Boulevard; 307 West Main Street; 321 Critz Street; and 722 Vine Street are menaces to the public health, safety, and welfare of the community.

SUMMARY:

After several inspections, code enforcement letters were sent out to the following properties:

1249 MS Hwy 182 W (103A-00-001.13) - Notifications sent on 5/1/2020 and 5/20/2020.

310 Lindbergh Boulevard (102B-00-200.00) - Notifications sent on 6/30/2020 and 6/4/2020.

307 West Main Street (118o-00-338.00) - Notifications sent on 4/22/2020, 5/14/2020, and certified mail sent to owners of the LLC on 6/3/2020.

321 Critz Street (118i-00-125.00) - Notifications sent on 5/14/20, 6/9/20 and 6/30/2020.

722 Vine Street (102H-00-170.00) - Building was condemned to be removed at the November 5, 2019, but the yard also needs to be cleaned.

No one answered the letters so far and the subject properties have not been maintained.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of initiating a public hearing on August 18, 2020, under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 1249 MS Hwy 182 W; 310 Lindbergh Boulevard; 307 West Main Street; 321 Critz Street, and 722 Vine Street are menaces to the public health, safety, and welfare of the community.

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **7/ 9/2020**

Tax Year 2019
Records Last Updated **7/ 8/2020**

PROPERTY DETAIL		
OWNER	MERIDIAN DOWNTOWN DEVELOPMENT	**ACRES :** **NA**
	2410 OLD NORTH HILLS ST	**LAND VALUE :** 10000
		IMPROVEMENTS : **NA**
	MERIDIAN MS 39305	**TOTAL VALUE:** 10000
		ASSESSED : 1500
PARCEL	118O-00-338.00	
ADDRESS	307 W MAIN ST	

TAX INFORMATION			
YEAR 2019	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	82.64	0.00	87.60
CITY	42.20	0.00	44.73
SCHOOL	97.62	0.00	103.48
TOTAL	222.46	0.00	235.81 **6% Penalty**

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LOT 5 A CITY BLOCK 10
HOMESTEAD CODE	None		2011/5360
TAX DISTRICT	5110		MAP 118O DB/PG 351/101 2010/64
PPIN	000493		68
SECTION	34		B 2011 P 5360 09/23/2011
TOWNSHIP	19N		
RANGE	14E		

Book 2011 **Page** 5360

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
2018	DOWNTOWN RESTORATION	NOT REDEEMED
2017	DOWNTOWN RESTORATION	8/20/2019 LUX OIL AND GAS
2016	ROBERSON LAW FIRM PLLC	8/20/2019 LUX OIL AND GAS
2015	BOAZ TAX SALE PROPERTIES LLC	8/21/2018 MERIDIAN DOWNTOWN DEVELOPMENT
2014	OVERFLOW ENTERPRISES LLC	8/24/2017 BLACK PRAIRIE PROPERTIES LLC
2013	TISDALE JACQUELINE	8/ 3/2015 MERIDIAN DOWNTOWN DEVELOPMENT
2012	G J TAX SALE PROPERTIES LLC	8/ 3/2015 MERIDIAN DOWNTOWN DEVELOPMENT
2011	LUX OIL & GAS LLC	TAX DEED ISSUED

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ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY

307 W Main St.


Network:Apr 22, 2020 at 10:30:58 AM CDT
308 W Main St
Starkville MS 39759


Network:May 14, 2020 at 9:44:48 AM CDT
308 W Main St
Starkville MS 39759

Oktibbeha County Mississippi Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **7/ 9/2020**
Tax Year 2019
Records Last Updated **7/ 8/2020**

PROPERTY DETAIL		
OWNER	RESTORATION SOUTH LLC	**ACRES :** **NA**
	8336 PEAKVIEW DR	**LAND VALUE :** 35000
		IMPROVEMENTS : 25670
	FORT COLLINS CO 80528	**TOTAL VALUE:** 60670
		ASSESSED : 9101
PARCEL	102B-00-200.00	
ADDRESS	**NA**	

TAX INFORMATION			
YEAR 2019	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	501.37	501.37	0.00
CITY	256.01	256.01	0.00
SCHOOL	592.29	592.29	0.00
TOTAL	1349.67	1349.67	0.00

LAST PAYMENT DATE 1 / 3 / 2020

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LOT 6 HENRY SUB
HOMESTEAD CODE	None		2017/1388 2017/4639
TAX DISTRICT	1110		MAP 102B DB/PG 328/49 2001/316
PPIN	014574		B 2017 P 4639 06/13/2017
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		

Book 2017 **Page** 4639

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

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ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY

310 Lindberg Blvd

Oktibbeha County Mississippi   Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **7/ 9/2020**   **Tax Year 2019**
Records Last Updated **7/ 8/2020**

PROPERTY DETAIL		
OWNER	BURKHALTER BROOKE	**ACRES :** **NA**
	1109 FRIAR TUCK RD	**LAND VALUE :** 30000
		IMPROVEMENTS : 81500
	STARKVILLE MS 39759	**TOTAL VALUE:** 111500
		ASSESSED : 16725
PARCEL	118I-00-125.00	
ADDRESS	321 CRITZ	

TAX INFORMATION			
YEAR 2019	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	921.38	921.38	0.00
CITY	470.47	470.47	0.00
SCHOOL	1088.46	1088.46	0.00
TOTAL	2480.31	2480.31	0.00

LAST PAYMENT DATE 1 / 3 / 2020

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LOTS 18-21 BLK C DIDLAKE SUB
HOMESTEAD CODE	None		956/687 2002/4714 2015/8814
TAX DISTRICT	3110		MAP 118I DB/PG 790/452 860/335
PPIN	013253		B 2015 P 8814 11/04/2015
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		

Book 2015   **Page** 8814

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
	NO TAX SALES FOUND	

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ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY

321 Critz St.


Network: Jun 9, 2020 at
322
Starkville MS


Network:Jul 9, 2020 at 3:44:26 PM CDT
322 Critz St
Starkville MS 39759
Maps

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **7/ 9/2020**

Tax Year 2019

Records Last Updated **7/ 8/2020**

	PROPERTY DETAIL	
OWNER	COVINGTON WILLIAM H ESTATE	**ACRES :** **NA**
	C/O DONNIE COVINGTON	**LAND VALUE :** 18000
	199 MARY MAGDALINE RD	**IMPROVEMENTS :** 1410
	HATTIESBURG MS 39401	**TOTAL VALUE:** 19410
		ASSESSED : 2912
PARCEL	102H-00-170.00	
ADDRESS	722 VINE	

TAX INFORMATION

YEAR 2019	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	160.42	0.00	170.05
CITY	81.91	0.00	86.82
SCHOOL	189.51	0.00	200.88
TOTAL	431.84	0.00	457.75 **6% Penalty**

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LOT 22B CITY BLK 39-A
HOMESTEAD CODE	None		MAP 102H DB/PG 306/466
TAX DISTRICT	4110		
PPIN	002681		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	**Page**		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2018	COLLEGE INVESTMENTS	NOT REDEEMED
2017	OKTIBBEHA LAND DEVELOPMENT LLC	11/30/2018 COVINGTON WILLIAM H ESTATE
2016	INTREPID GROUP LLC	11/30/2018 COVINGTON WILLIAM H ESTATE
2014	OVERFLOW ENTERPRISES LLC	10/ 1/2015 COVINGTON WILLIAM H ESTATE
2013	HIGH SIERRA TAX SALE PROPERTIES	10/ 1/2015 COVINGTON WILLIAM H ESTATE

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ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

722 Vine St.

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **7/ 9/2020**

Tax Year 2019
Records Last Updated **7/ 8/2020**

PROPERTY DETAIL		
OWNER	GS GROUP LLP	**ACRES :** **NA**
	224 KINGS BRIDGE RD	**LAND VALUE :** 240000
		IMPROVEMENTS : **NA**
	MADISON MS 39110	**TOTAL VALUE:** 240000
		ASSESSED : 36000
PARCEL	103A-00-001.13	
ADDRESS	**NA**	

TAX INFORMATION			
YEAR 2019	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	1983.24	1983.24	0.00
CITY	1012.68	1012.68	0.00
SCHOOL	2342.88	2342.88	0.00
PENALTY & OTHER	213.56	213.56	0.00
TOTAL	5552.36	5552.36	0.00

LAST PAYMENT DATE 5 / 11 / 2020

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	PT NE4 NE4 NE4
HOMESTEAD CODE	None		2017/7033 2017/7036
TAX DISTRICT	1110		MAP 103A DB/PG 966/335 979/683
PPIN	020020		B 2017 P 7036 08/30/2017
SECTION	05		
TOWNSHIP	18N		
RANGE	14E		

Book 2017 **Page** 7036

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
2016	DDD INVESTMENTS LLC	9/26/2017 BROWN & LANGSTON
2013	LYNX INVESTMENTS LLC	2/24/2015 NEWMAN OIL CO INC
2012	OLD MAIN INVESTMENTS	2/24/2015 NEWMAN OIL CO INC
2011	SCIPLE CHARLES	9/12/2012 NEWMAN OIL CO INC

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ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY

1249 MS Hwy 182 W

1249 MS Hwy 182 W

Intersection of Stark Rd and Martin Luther King Jr Dr

Case: 20-000230

Parcel: 103A-00-001.13

Owner: GS Group

224 Kings Bridge Rd

Madison MS 39110

Newman Oil CO Inc.
PO Box 86
Columbus, MS
39703

Notifications sent on 5/1/2020 and 5/20/2020.

310 Lindbergh Blvd

Case: 20-000339

Parcel: 102B-00-200.00

Owner: Restoration South LLC

8336 Peakview Dr

Fort Collins, CO 80528

Crabtree Properties LLC
PO Box 502
Starkville, MS 39760

Notifications sent on 6/30/2020 and 6/4/2020.

307 W Main St

Case: 20-000216

Parcel: 118o-00-338.00

Owner: Meridian Downtown Development (*Dissolved)

2410 Old North Hills St

Meridian MS 39305

Notifications sent on 4/22/2020, 5/14/2020, and certified mail sent to owners of the LLC on 6/3/2020.

321 Critz St

Case: 20-000348

Parcel: 118i-00-125.00

Owner: Brooke Burkhalter

1109 Friar Tuck Rd

Starkville, MS 39759

Notifications sent on 5/14/20, 6/9/20 and 6/30/2020.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 21, 2020
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of one candidate for potential appointment for the vacancy in Ward 1 of the Starkville Board of Adjustments and Appeals.

SUMMARY:

There is one candidate who has applied for Ward 1's vacancy on the Board of Adjustment and Appeals. The applicant, Dr. George Ford P.E., emailed a letter of interest on July 2, 2020. Dr. Ford has requested to be appoint to a full 4-year term set to expire on June 30, 2024.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of appointing Dr. George Ford as the Ward 1 member of the Board of Adjustments and Appeals with a 4 year term expiring on June 30, 2024.

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Daniel Havelin <d.havelin@cityofstarkville.org>

Board of Adjustment and Appeals

Ford, George <gford@caad.msstate.edu> Thu, Jul 2, 2020 at 2:55 PM
To: "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>

Dear Mr. Havelin,

I direct the Construction Science program here in Starkville at Mississippi State. I live at 108 Forest Hill Dr. I would be interested in serving on the Board of Adjustment and Appeals or any other city service where you may use my experiences.

I am a mechanical engineer with 15 years of utilities and facilities engineering and construction experience, and I have been teaching in construction and technology programs for the last 20 years. I have a BS in Mechanical Engineering, master degree in Business, a master degree in Environmental Engineering and a doctorate in Education.

I am happy to serve,

George

Dr George Ford P.E.

Director, Building Construction Science

Mississippi State University

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** July 21, 2020

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 19

SUBJECT:

CONSIDERATION OF FP 20-01 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING SEVERAL LOTS INTO 4 LOTS LOCATED NORTH OF THE INTERSECTION OF UNIVERSITY DRIVE AND PAGE AVENUE IN A T-5U ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00 INCLUDING AN ENCROACHMENT AGREEMENT AND THE MAINTENANCE AGREEMENT FOR THE PEDESTRIAN BRIDGES ASSOCIATED WITH THE VISTA DEVELOPMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF

SUMMARY:

The applicant Adam Ingram of TTL, Inc. on behalf of The Vista - Starkville is requesting Final Plat approval for subdividing 7.34 acres into 4 lots. The proposed subdivision is named "The Vista" and is located in a T-5U zoning district. The gross acreage is +/- 7.34 with a total of 4 lots. The acreage for each proposed lot is as follows: Lot 1 (0.84 ac), Lot 2 (1.29 ac), Lot 3 (1.23 ac), and Lot 4 (1.19 ac). The roadways will be dedicated to the City. Existing Camp Avenue has been improved and expanded. Two new roads, North Page Avenue and Vista Avenue, have been constructed. Golden Triangle Planning and Development has reviewed proposed road name and has no issues. A maintenance agreement (attachment 6) and encroachment agreement (attachment 7) have been submitted for review and approval. The Board of Aldermen approved the preliminary plat on October 17, 2017. A Variance from street width, sidewalk placement, lot dimensions, and building height was approved by the Board of Aldermen on October 17, 2017. The Development Review Committee approved the infrastructure plan on April 13, 2018. On July 14, 2020 the Planning and Zoning Commission voted 5-0 to recommend approval with 2 conditions.

Recommended conditions by the Planning and Zoning Commission:

1. All remaining punch list items related to the subdivision and infrastructure, shall be completed to the City's satisfaction prior to the Final Plan being executed by city staff.
2. The Maintenance Agreement as shown in Attachment 6 and the Encroachment Agreement as shown in Attachment 7 shall be executed and filed in the land records with the Final Plat

On July 15, 2020 after the Planning and Zoning Commission meeting, the Maintenance Agreement as shown in Attachment 6 and the Encroachment Agreement as shown in Attachment 7 were modified to include additional language adding an inspection schedule for the pedestrian bridges. The Applicant and City Staff have agreed to the modification.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of FP 20-01 a request for Final Plat approval for "The Vista" with the two recommended conditions.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE. MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject:	FP 20-01 Request for Final Plat approval for subdividing and reconfiguring several lots into 4 lots located north of the intersection of University Drive and Page Avenue in a T-5U zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00
Date:	July 14, 2020

The purpose of this report is to provide information regarding Final Plat request by Adam Ingram of TTL, Inc on behalf of The Vista - Starkville for the "The Vista" subdivision. Please see attachments 1- 5.

BACKGROUND INFORMATION

- The Preliminary Plat was approved by the Board of Aldermen on October 17, 2017 with 9 conditions. The conditions of approval for the preliminary plat are as follows:
  1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
  2. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
  3. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
  4. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
  5. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
  6. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
  7. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
  8. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
  9. Recommendation of approval of the Preliminary Plat is contingent upon the approval of the variance request for street width and lot width for the subject properties.

- A Variance from street width, sidewalk placement, lot dimensions, and building height was approved by the Board of Aldermen on October 17, 2017.
- The Development Review Committee approved the infrastructure plan on April 13, 2018.

GENERAL INFORMATION

- The proposed subdivision is located north of the intersection of University Drive and Page Avenue in a T-5U zoning district. The subdivision process was started prior the effect date of the Unified Development Code. Therefore, the subdivision is being reviewed under the previous code with the previous zoning designation was T-5.
- The gross acreage is +/- 7.34 with a total of 4 lots. The acreage for each proposed lot is as follows: Lot 1 (0.84 ac), Lot 2 (1.29 ac), Lot 3 (1.23 ac), and Lot 4 (1.19 ac).
- All easements and dedications are provided on the final plat.
- The roadways will be dedicated to the City. Existing Camp Avenue has been improved and expanded. Two new roads, North Page Avenue and Vista Avenue, have been constructed.
- Street numbers have been assigned for construction permitting and utility assignments. The addressing for each lot is as follows: Lot 1 (705 University Drive), Lot 2 (175 Camp Avenue), Lot 3 (90 Camp Avenue), and Lot 4 (190 North Page Avenue).
- Golden Triangle Planning and Development has reviewed proposed road name and has no issues.
- Electrical, water, and sanitary service will be provided by Starkville Utilities.
- An encroachment agreement and maintenance agreement have been submitted to Staff for review.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filled with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars ($200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.

- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval on the plat upon certification by the City Clerk that the City has received both of the following:
  - An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
  - An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ANALYSIS

In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval.

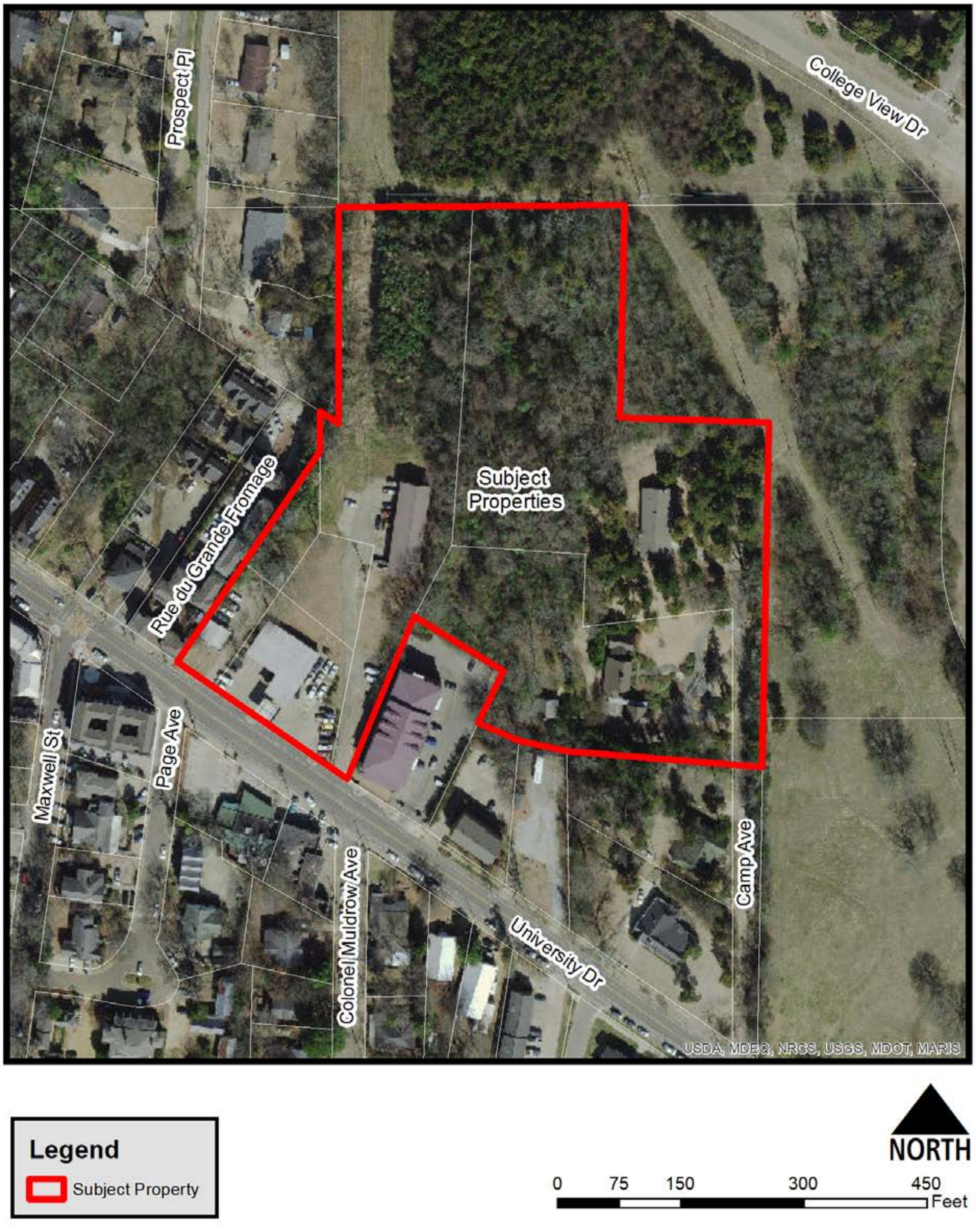
CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following conditions are recommended by City Staff:

1. All remaining punch list items related to the subdivision and infrastructure, shall be completed to the City's satisfaction prior to the Final Plan being executed by city staff.
2. The Maintenance Agreement as shown in Attachment 6 and the Encroachment Agreement as shown in Attachment 7 shall be executed and filed in the land records with the Final Plat

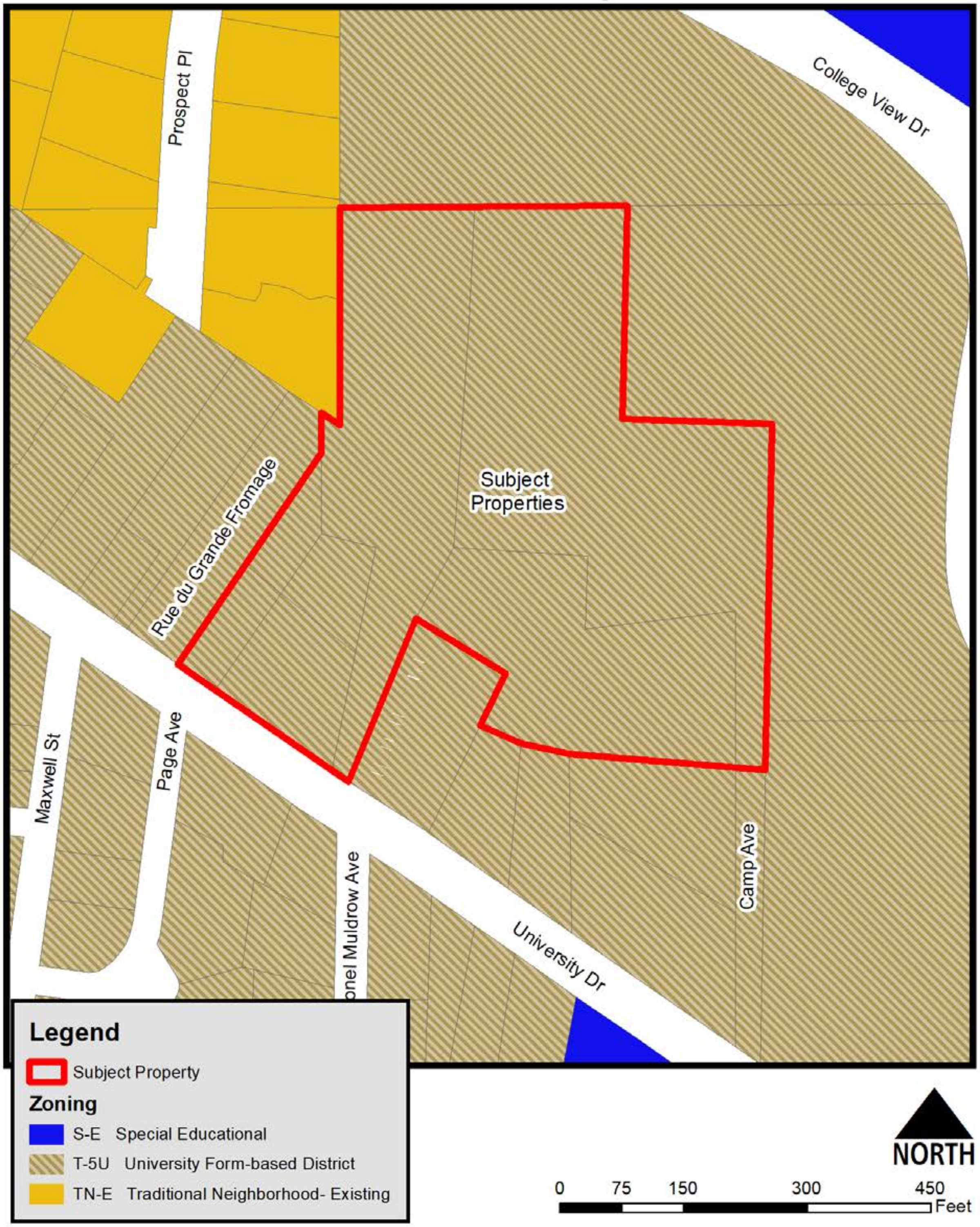
Attachment 1

FP 20-01 Aerial



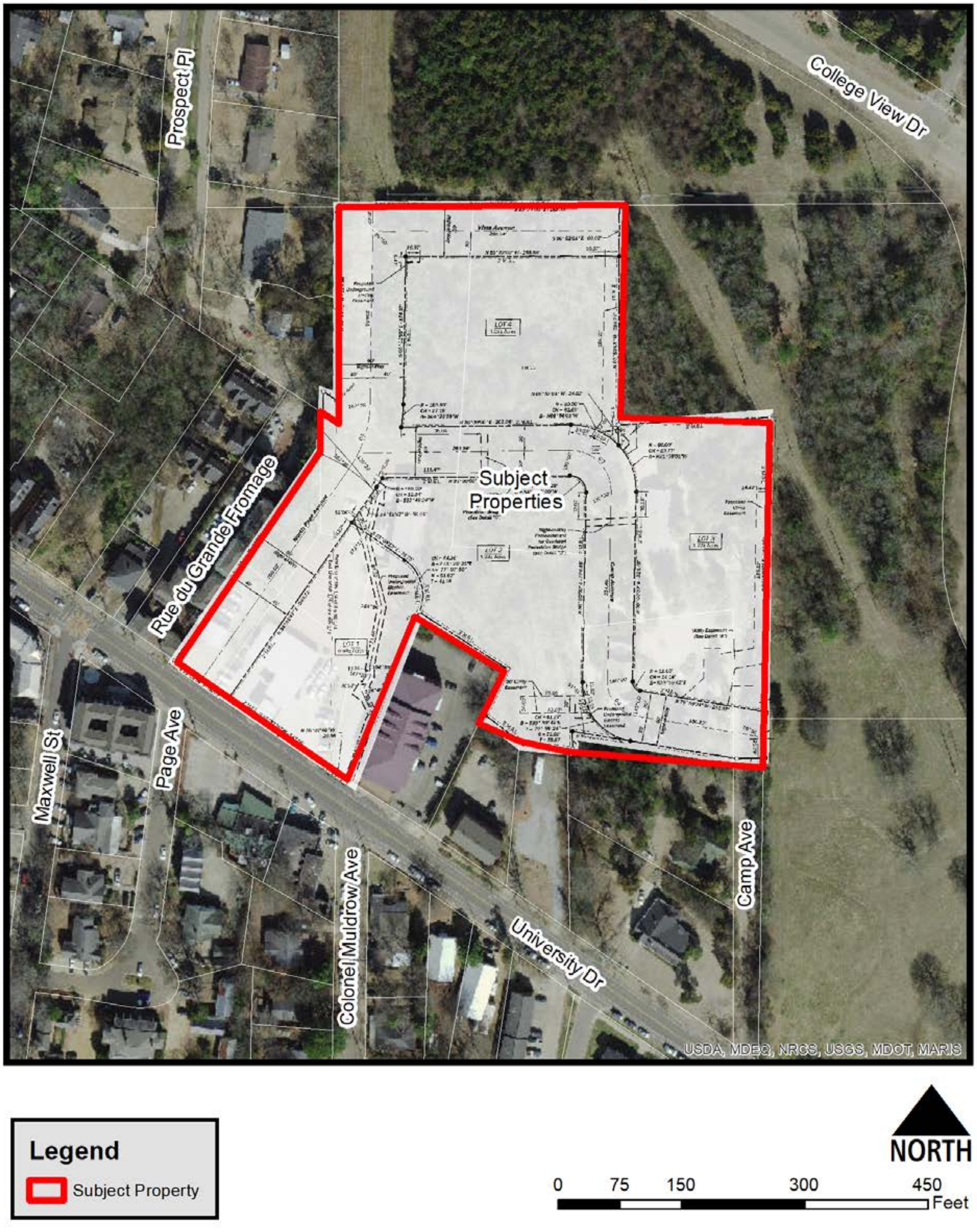
Attachment 2

FP 20-01 Zoning

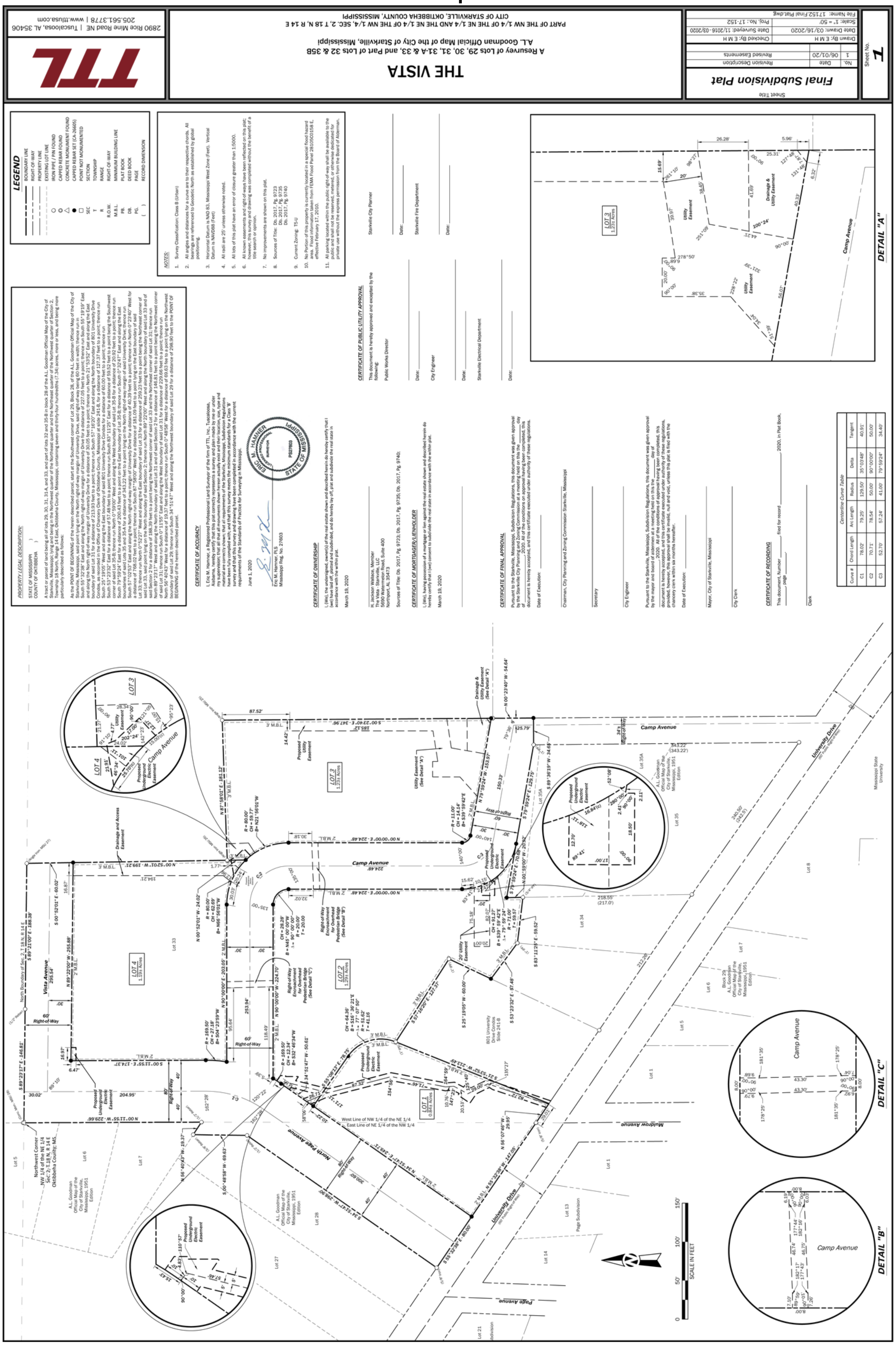


Attachment 3

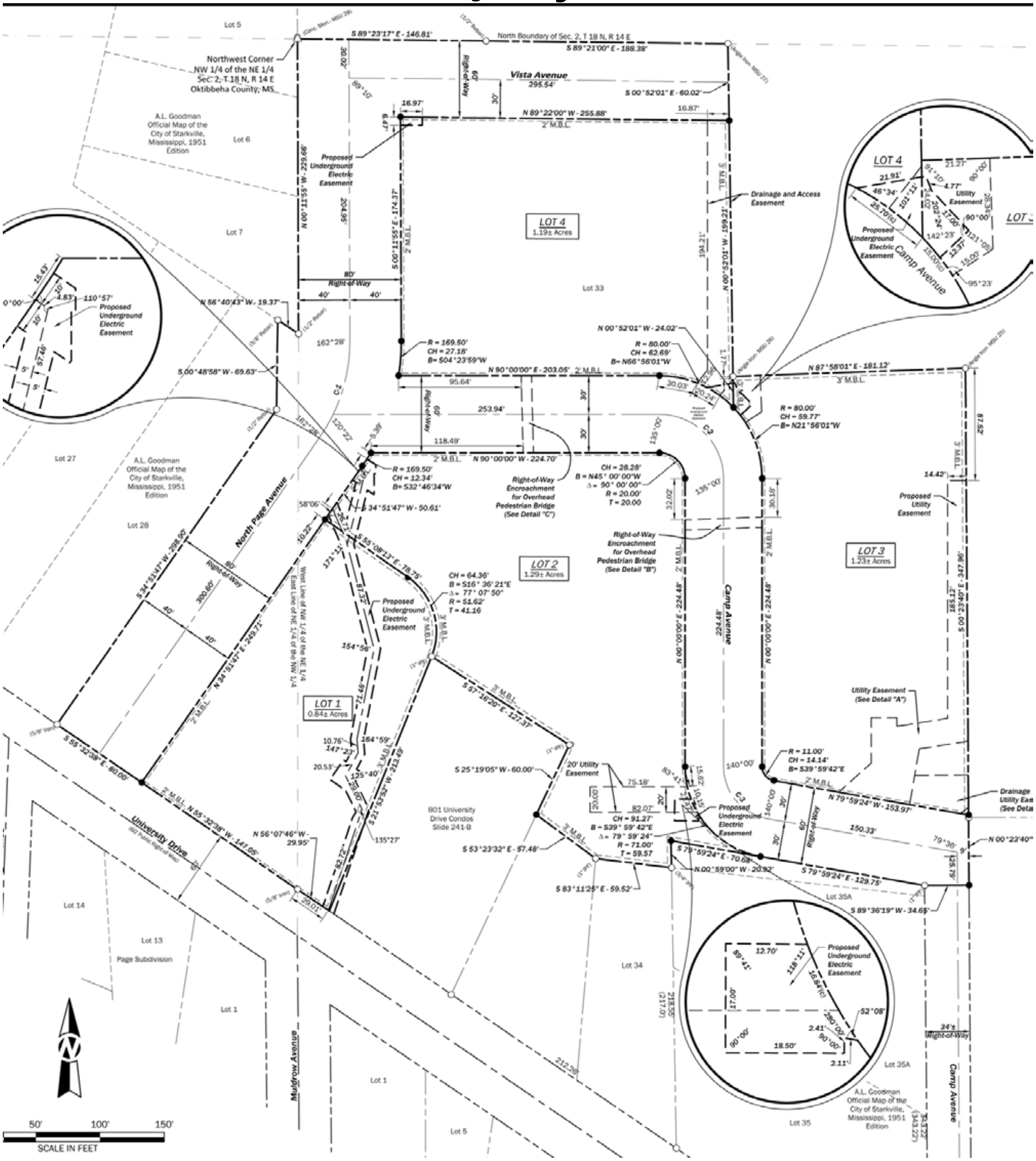
FP 20-01 Plat Overlay



Attachment 4- Final Plat



Attachment 5- Enlarged Final Plat



Attachment 6- Maintenance Agreement (Revised on 7-15-20)

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** ("**Agreement**") is made and entered into as of the ___ day of _____________, 2020 between the **CITY OF STARKVILLE, MISSISSIPPI,** a Mississippi municipal corporation (the "**City**"), and **THE VISTA-STARKVILLE, LLC,** a Delaware limited liability company (the "**Developer**").

RECITALS

Developer is the owner and developer of a student housing development known as "The Vista - Starkville" (the portion thereof owned by Developer referred to herein as the "**Project**") located within the City's corporate limits, which Project consists of improvements commonly referred to as "Building 1000, Building 2000, Building 3000 & Building 4000" (collectively, the "**Buildings**").

The City has requested that the Developer confirm certain obligations related to the Project.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE 1
AGREEMENTS

(a) **Buildings**. Developer hereby agrees that any sale of the Project shall include all the Buildings, it being understood and agreed that none of the Buildings shall be sold separately from the other Buildings.

(b) **Bridges.** Developer agrees to maintain the overhead pedestrian bridges located within the Project in good working order, ordinary wear and tear excepted, and in compliance with all applicable laws and regulations. Developer is required to perform a bridge inspection on the pedestrian bridges every 24 months or sooner by a professional engineer licensed in the state of Mississippi. A copy of the inspection reports should be provided to the City Engineer of the City of Starkville. If any deficiencies are found or noted, the developer has 60 days to complete the deficiencies unless otherwise approved by the Mayor and Board of Alderman of the City of Starkville.

(c) **Stormwater Facilities.** Developer agrees to maintain the stormwater detention pond and related stormwater facilities located within the Project in good working order, ordinary wear and tear excepted, and in compliance with all applicable laws and regulations.

(d) **Grounds and Amenities.** Developer agrees to maintain the grounds and amenities located within the Project in a manner consistent with similar commercial developments in the area, ordinary wear and tear excepted.

(e) **Parking.** Developer agrees that all parking spaces located within a public right-of-way adjacent to the Project shall be available to the public and shall not be reserved, metered or otherwise restricted for private use by Developer absent prior written consent of the City.

(f) **Applicable Codes.** All work by Developer pursuant to this Agreement shall be performed in accordance with applicable codes of the City.

(g) **Excluded Areas**. Notwithstanding anything contained in this Agreement to the contrary, Developer shall have no obligations as regards any portion of the Project located on property not owned by Developer, or located within public utilities, roadways or rights-of-way.

ARTICLE 2
TERM

The obligations of the City and the Developer hereunder shall arise on execution of this Agreement, and shall continue until the Project is sold by Developer.

ARTICLE 3
DEFAULT

(a) Upon any default in the performance, or breach, of any agreement of Developer in this Agreement, and the continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Developer by the City, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such 60 day period, as extended to the extent of any applicable force majeure, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

(b) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law regarding the Project, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling in the Project and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 4
GENERAL PROVISIONS

(a) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(b) This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(d) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein. The City hereby agrees that the Developer may assign this Agreement to any purchaser of the Project and upon such assignment, Developer shall be automatically released from any further obligation under this Agreement without the need for further action or documentation. There are no intended third party beneficiaries of this Agreement.

(e) This Agreement shall be governed exclusively by the laws of the State of Mississippi.

(f) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

Developer:

The Vista-Starkville, LLC
5690 Watermelon Rd., Suite 400
Northport, AL 35473

City:

____
____
____

(g) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any such notice or other document delivered by mail must be sent with return receipt required.

(h) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(i) This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

(j) The parties represent and warrant to each other that they have the power and authority to enter into this Agreement, to carry out their obligations hereunder, that they have duly authorized the execution, delivery and performance of this Agreement, and that this Agreement is enforceable against the parties in accordance with its terms.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Developer has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY:

CITY OF STARKVILLE, MISSISSIPPI

SEAL

By: ________________________________
Mayor

ATTEST: ___________________________
City Manager/Clerk

DEVELOPER:

THE VISTA-STARKVILLE, LLC

By: ________________________________

Its: ________________________________

[Signature Page to Maintenance Agreement]

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY ENCROACHMENT ON CITY STREET

CITY OF STARKVILLE AND
THE VISTA-STARKVILLE, LLC

THIS AGREEMENT is made and entered into this the ______________ day of _______________________, 2020, by and between the City of Starkville, MS, a municipal corporation (the "City"); and The Vista-Starkville, LLC, a Delaware limited liability company ("Vista"),

WITNESSETH

THAT WHEREAS, Vista desires to encroach on the right-of-way of a City street as follows:

Two enclosed pedestrian bridges crossing over Camp Avenue to connect Building 2000, Building 3000 and Building 4000 (collectively, the "Encroaching Improvements");

WHEREAS, it is to the material advantage of Vista to effect this encroachment, and the City in the exercise of authority conferred upon it by law, is willing to permit the construction and continued existence of the Encroaching Improvements within the limits of the right of way as indicated, subject to the conditions of this Agreement;

NOW THEREFORE, IT IS AGREED that the City hereby grants to Vista the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof (Attachment A), together with all repairs, replacements and improvements thereto, and the right to use, operate, maintain, repair and replace the Encroaching Improvements, upon the following conditions, to wit:

That Vista binds and obligates itself to install and maintain the Encroaching Improvements in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof, and to reimburse the City for the reasonable cost incurred for any repairs or maintenance to its street and structures necessary due to the installation and existence of the Encroaching Improvements.

That Vista agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the City Engineer of the City.

That Vista hereby agrees to defend, indemnify, and hold harmless the City from any and all damages and claims for any damage whatsoever that may arise by reason of the installation, maintenance and/or use of the Encroaching Improvements.

That Vista agrees to restore all areas disturbed during installation and maintenance of the Encroaching Improvements to the reasonable satisfaction of the City Engineer of the City. Vista agrees to exercise reasonable precautions during construction and maintenance of the Encroaching Improvements to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, Vista agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the reasonable satisfaction of the City Engineer of the City.

Vista agrees to have available at the encroaching site, at all times during construction, a copy of this Agreement showing evidence of approval by the City. The City reserves the right to stop all work unless evidence of approval can be shown.

Vista is required to perform a bridge inspection on the pedestrian bridges every 24 months or sooner by a professional engineer licensed in the state of Mississippi. A copy of the inspection reports should be provided to the City Engineer of the City of Starkville. If any deficiencies are found or noted, the developer has 60 days to complete the deficiencies unless otherwise approved by the Mayor and Board of Alderman of the City of Starkville.

Provided the work contained in this Agreement is being performed on a completed street open to traffic, Vista agrees to give written notice to the City Engineer of the City when all work contained herein has been completed. Unless specifically requested by the City, written notice of completion of work on street projects under construction will not be required.

The City hereby agrees that it shall not require Vista to relocate or remove the Encroaching Improvements from the City streets or rights-of-way, or any other City property.

That in the case of noncompliance with the terms of this Agreement by Vista, the City reserves the right to stop all work until the Encroaching Improvements have been brought into compliance.

This Agreement shall run with the land and be binding upon and inure to the benefit of Vista and its successors and assigns as the owner of the Vista property, and the City and its successors and assigns. There are no intended third party beneficiaries of this Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed the day and year first above written.

CITY:

CITY OF STARKVILLE, MISSISSIPPI

SEAL

By: ___________________________________

Mayor

ATTEST: ____________________________

City Clerk

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF ________________

Personally appeared before me, the undersigned authority in and for the said county and state, on this ______ day of ____________, 2020, within my jurisdiction, the within named ______________________________, who acknowledged that (he) (she) is _______________________ of **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation, and that for and on behalf of the said corporation, and as its act and deed, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
NOTARY PUBLIC
My commission expires: ______________

DEVELOPER:

THE VISTA-STARKVILLE, LLC

By: ________________________________

Its: ________________________________

ACKNOWLEDGEMENT

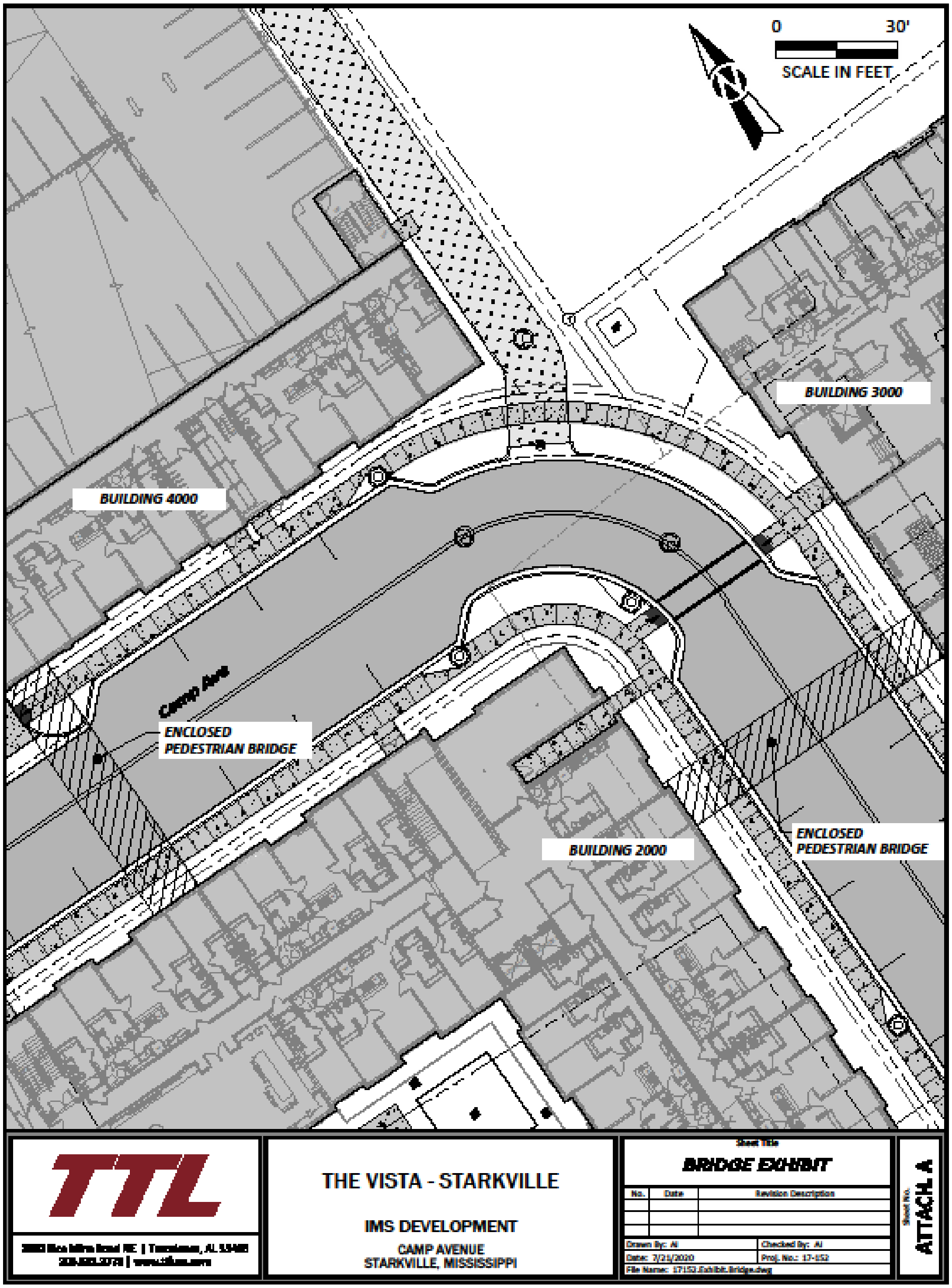
STATE OF MISSISSIPPI
COUNTY OF ________________

Personally appeared before me, the undersigned authority in and for the said county and state, on this ______ day of ____________, 2020, within my jurisdiction, the within named ______________________________, who acknowledged that (he) (she) is ______________________ of **THE VISTA-STARKVILLE, LLC**, a Delaware limited liability company, and that for and on behalf of the said Limited Liability Company, and as its act and deed, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
NOTARY PUBLIC
My commission expires: ______________

ATTACHMENT A

Description of Encroaching Improvements



Surveyed locations of improvements are shown on the Final Plat

ATTACHMENT A

1194963

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT:

Discussion and Consideration of FP 20-02 Request for Final Plat approval for subdividing and reconfiguring 2 lots that are a combined +/-0.69-acre into 2 lots at 400 and 402 North Jackson Street in a TN-E zone with the parcel number 118I-00-103.00 and 118I-00-104.00

SUMMARY:

The applicant Joshua Davis of Neel-Schaffer on behalf of Double B Properties is requesting Final Plat approval for subdividing and reconfiguring 2 lots with a combined acreage of 0.69 into 2 lots. The 2 lots are located at 400 and 402 North Jackson Street. The proposed subdivision is named "Double B Properties" and is located in a TN-E zoning district. The subdivision process was started prior the effect date of the Unified Development Code. Therefore, the subdivision is being reviewed under the previous code with the previous zoning designation was R-3. The Board of Aldermen approved the preliminary plat on January 21, 2020. The Development Review Committee approved the infrastructure plan on April 30, 2020. On July 14, 2020 the Planning and Zoning Commission voted 5-0 to recommend approval with 2 conditions.

Recommended conditions by the Planning and Zoning Commission:

1. No temporary or permanent certificate of occupancy shall be issued for any structure on either lot before all infrastructure is completed to the satisfaction of all city departments.
2. The surety for all remaining required improvements shall remain in effect until the City has inspected and approved.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of FP 20-02 a request for Final Plat approval for "Double B Properties" with the two recommended conditions.

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

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject:	FP 20-02 Request for Final Plat approval for subdividing and reconfiguring 2 lots that are a combined +/-0.69-acre into 2 lots at 400 North Jackson Street in a TN-E zone with the parcel number 118I-00-103.00 and 118I-00-104.00.
Date:	July 14, 2020

The purpose of this report is to provide information regarding Final Plat request by Joshua Davis of Neel-Schaffer on behalf of Double B Properties for the "Double B Properties" subdivision. Please see attachments 1- total number.

BACKGROUND INFORMATION

- The Preliminary Plat was approved by the Board of Aldermen on January 21, 2020 with 9 conditions. The conditions of approval for the preliminary plat are as follows:
  1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
  2. The preliminary plat shall meet the minimum requirements for R-3 zoning dimensions.
  3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
  4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
  5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
  6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
  7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda for final plat approval.
  8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
  9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
- The Development Review Committee approved the infrastructure plan on April 30, 2020.

GENERAL INFORMATION

- The 2 lots in the proposed subdivision are located at 400 and 402 North Jackson Street in a TN-E zoning district. The subdivision process was started prior the effect date of the Unified Development Code. Therefore, the subdivision is being reviewed under the previous code with the previous zoning designation was R-3.
- The gross acreage is +/- 0.69 with a total of 2 lots. The proposed gross density is 2.90 units per acre.
- Proposed Lot 1 has an acreage of 0.344. Proposed Lot 2 has an acreage of 0.344.
- All easements and dedications are provided on the final plat.
- Street numbers have been assigned for construction permitting and utility assignments.
- Electrical, water, and sanitary service will be provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filled with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars ($200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval on the plat upon certification by the City Clerk that the City has received both of the following:
  - An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
  - An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ANALYSIS

In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following conditions are recommended by City Staff:

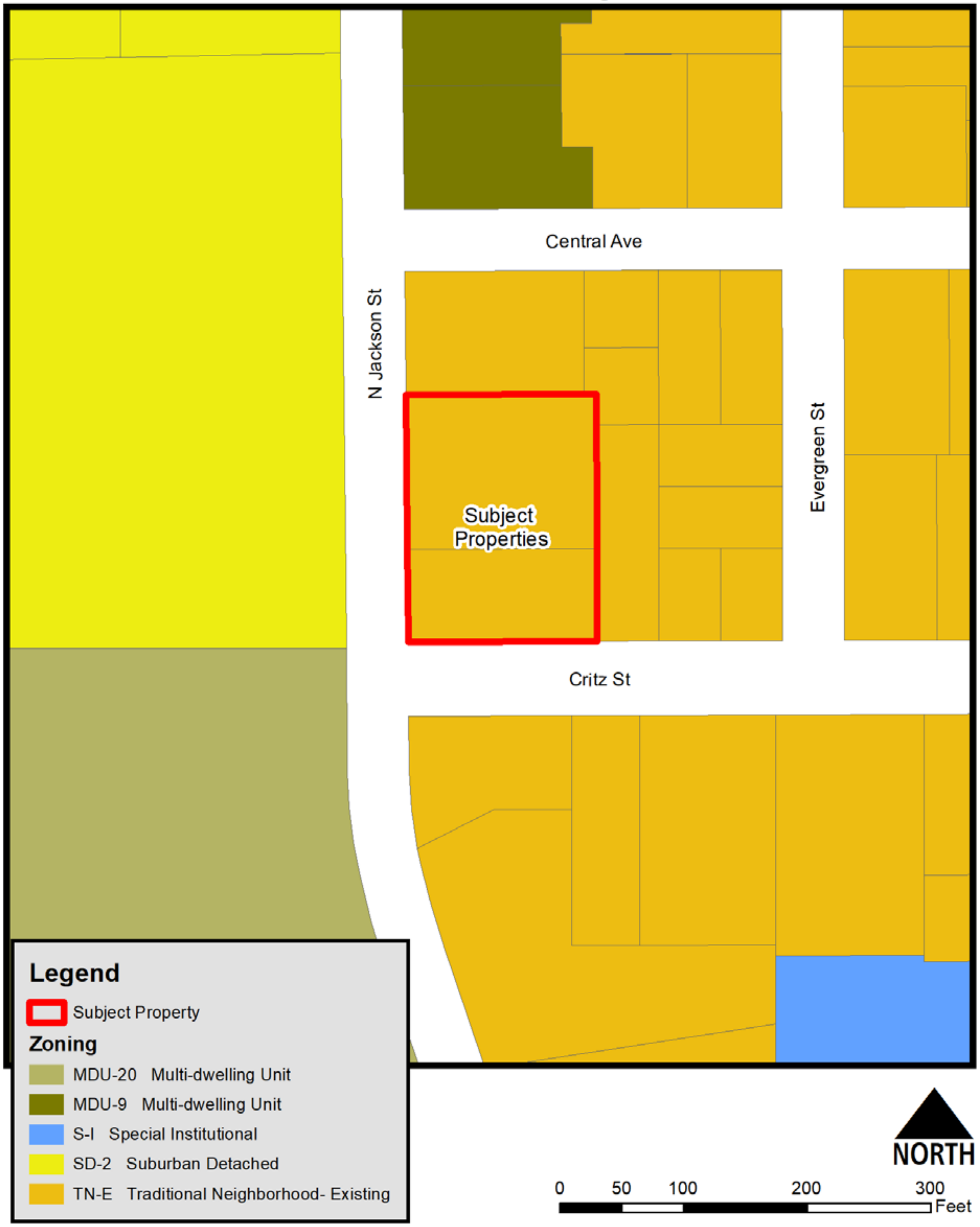
1. No temporary or permanent certificate of occupancy shall be issued for any structure on either lot before all infrastructure is completed to the satisfaction of all city departments.
2. The surety for all remaining required improvements shall remain in effect until the City has inspected and approved.

Attachment 1

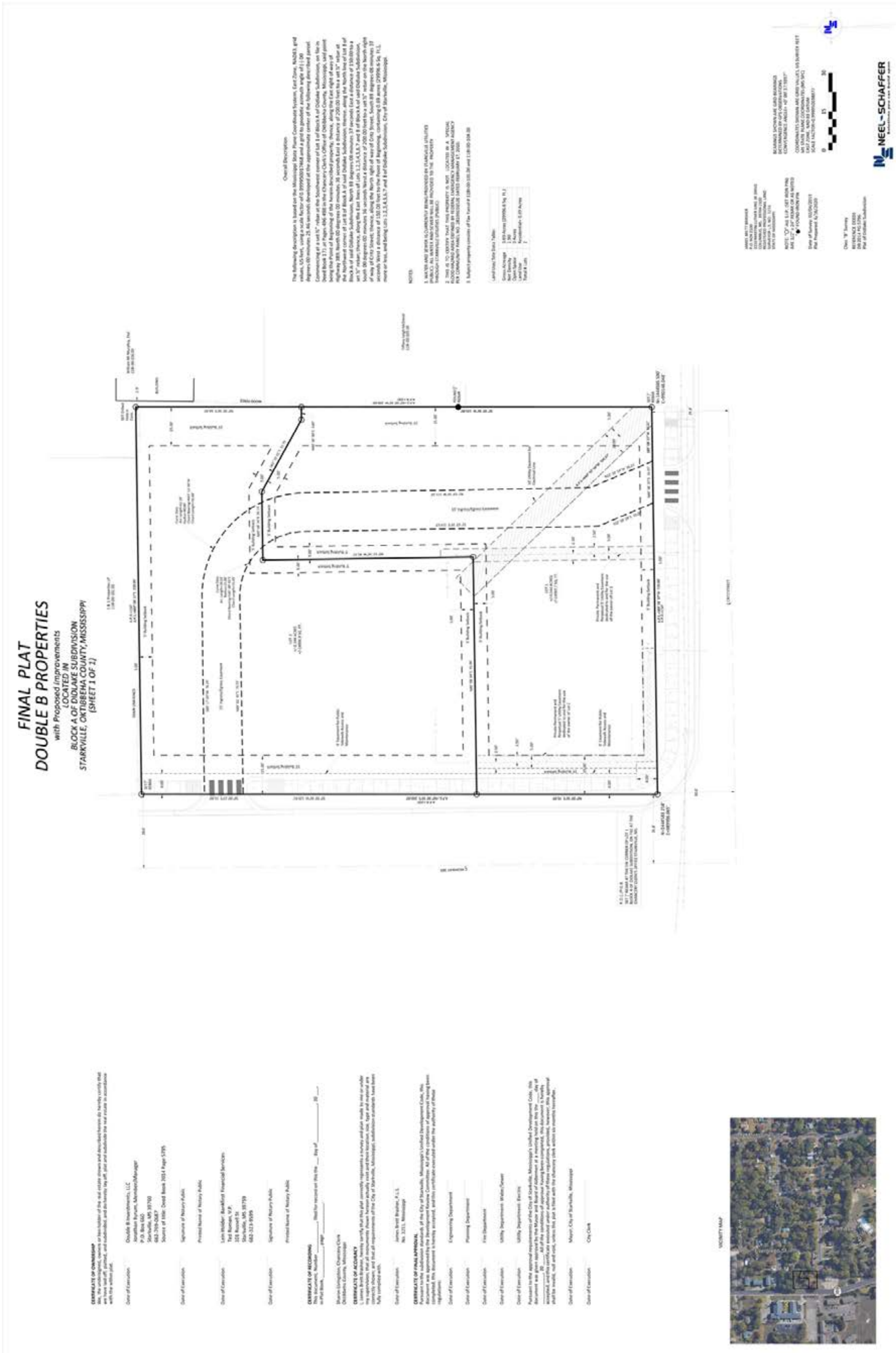
FP 20-02 Aerial

Attachment 2

FP 20-02 Zoning

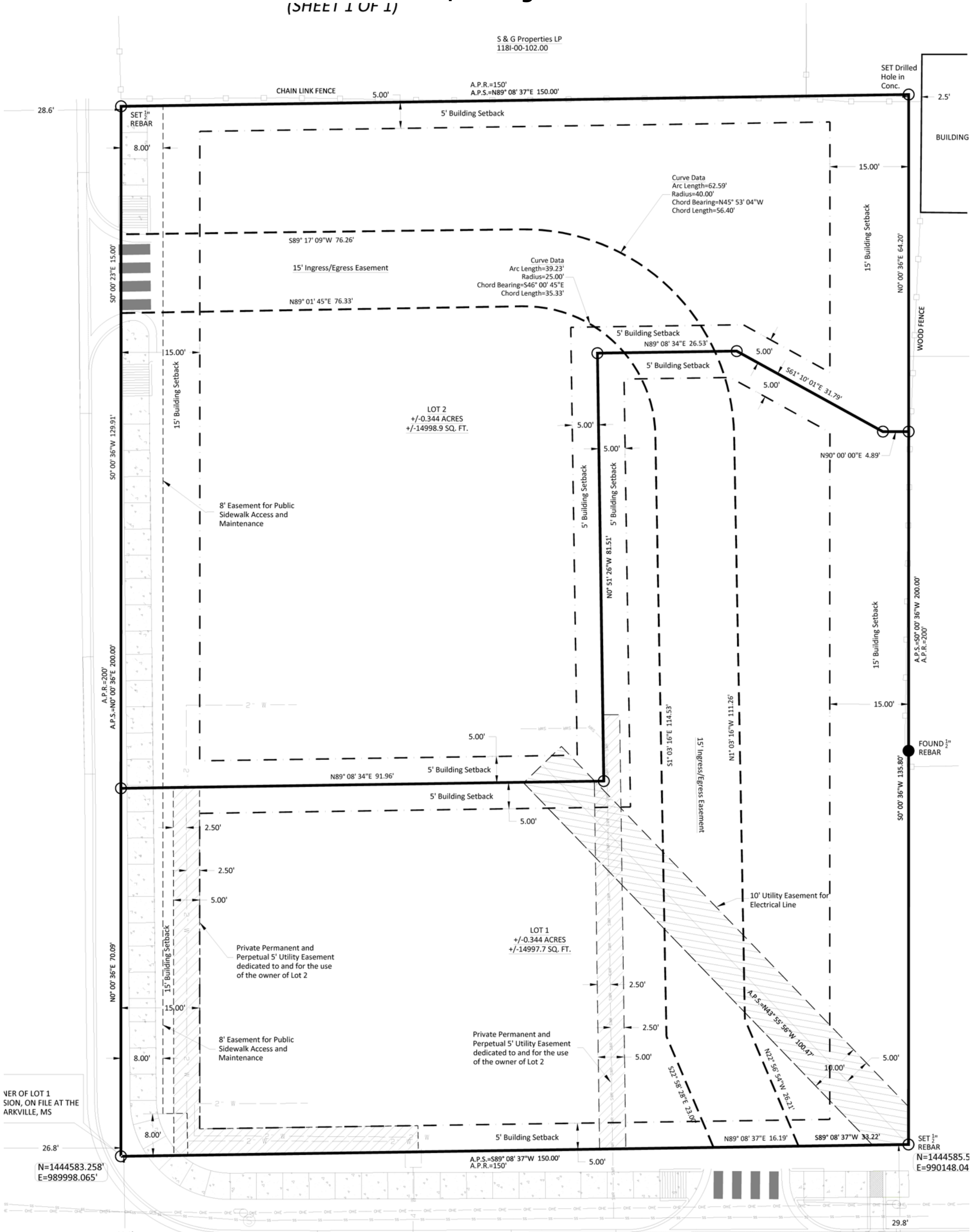


Attachment 3- Final Plat



Attachment 4- Enlarged Final Plat

(SHEET 1 OF 1)



CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: July 16, 2020
PAGE: Page 1 of 10

SUBJECT: Consideration of the approval of the Memorandum of Agreement with the Historic Preservation Division, Mississippi Department of Archives and History (MDAH) to move and preserve the Historic Gillespie-Jackson House, located currently on 701 Louisville Street with Parcel Number 102G-00-036.00 and to receive $20,000 through the Certified Local Government (CLG) Grant Program.

AMOUNT & SOURCE OF FUNDING

Total Project Cost:	$120,000.00
CLG Grant	$ 20,000 (reimburse)
City Cost	$ 0
Lead Developer	$100,000

If we find this project is not feasible at some point of the time, we can abandon this project with no penalty.

FISCAL NOTE:
N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the Memorandum of Agreement with the Historic Preservation Division, Mississippi Department of Archives and History (MDAH).

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2020
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

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

MDAH and the Grantee agree as follows:

1. **Work Program**

   This grant is for a rehabilitation project to be conducted on the Gillespie-Jackson House in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

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

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

2. **Period of Performance**

   All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2021. Extensions will not be given to late or incomplete projects.**

3. **Compensation**

   Anticipated Project Cost: **$ 120,000.00**

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

   Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to ***reimburse*** the Grantee **$ 20,000.00** or 50% of eligible final project costs, ***whichever is less***, based on the following conditions:

   a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2021**. A Project Completion Report shall accompany the completed materials.

   b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2021.** Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. **Allowable Costs**

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

a. Meet federal requirements for the program;

b. Be necessary and reasonable to the completion of project work;

c. Have been incurred for project work during the period of the grant.

5. **Personnel Selection**

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

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

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

6. **Contracts**

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

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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

7. Professional Supervision

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

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 30, 2020; January 29, 2021; and April 30, 2021** as well as the Project Completion Report on **August 1, 2021** and the Reimbursement Request (with supporting materials) by **August 31, 2021.**

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

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2021**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Photos of completed work
- A fully executed Preservation and Conservation Easement (submitted with Reimbursement Request)

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2021.**

A final expense summary, due **August 31, 2021**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

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

10. Acknowledgment of Federal Assistance

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

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

11. General Provisions

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

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

a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)

b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.

c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

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

12. Termination of Agreement

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

a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

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

THIS AGREEMENT becomes effective upon signature of the parties below.

BY ____________________________ ____________________

Katie Blount — Date
State Historic Preservation Officer

BY ____________________________ ____________________

Honorable Lynn Spruill — Date
Mayor of Starkville

Return to:

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

ATTACHMENT A: WORK PROGRAM

1. This project will include the relocation of the Gillespie-Jackson House in Starkville, MS. The project will have two parts: (1) adhering to the specific requirements in dealing with changes to properties listed in the National Register (2) communicating with MDAH on methodology to relocate the house.

2. All requirements defined in CFR 60.14 (b) on relocation of properties listed in the National Register must be complete prior to the relocation of the building. The Grantee will work directly with MDAH on this process. Should you have questions, contact the Grants Administrator or the National Register Coordinator. For more information, refer to section (b) on the following website <https://www.law.cornell.edu/cfr/text/36/60.14>.

3. Prior to the start of the physical relocation, MDAH requires a detailed plan from the chosen contractor that will explain the scope of work, materials used, estimated cost, and project timeframe. All proposed materials and methods will need official approval from MDAH via a cultural resource assessment.*

   *In compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 a cultural resource assessment is required for this project. To initiate a Section 106 review, please use the Request for Cultural Resource Assessment located on MDAH's website at < https://www.mdah.ms.gov/sites/default/files/2020-04/REQUEST-FOR-CULTURAL-RESOURCE-ASSESSMENT-2012.pdf>.

4. A Preservation and Conservation Easement for the Gillespie-Jackson House must be fully executed and submitted with the Reimbursement Request.

ATTACHMENT B: Acknowledging Federal Assistance

Project Signage

There shall be erected at every grant assisted structure rehabilitation project a sign displayed in a prominent location while project work is in progress. The cost of signage, whether temporary or permanent, is an allowable project expenditure. Signs shall be maintained in good condition until work is completed. EXAMPLE:

THE MANSHIP HOUSE
RESTORATION

MISSISSIPPI STATE BUILDING COMMISSION, OWNER
THIS PROPERTY IS ADMINISTERED BY
THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

RESTORATION OF THIS PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND IS A MISSISSIPPI LANDMARK, HAS BEEN FUNDED WITH THE ASSISTANCE OF A MATCHING GRANT-IN-AID FROM THE DEPARTMENT OF THE INTERIOR, CERTIFIED LOCAL GOVERNMENT PROGRAM UNDER THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980.

WILLIAM LAMPTON GILL, ARCHITECT **CLYDE V. MAXWELL,** STRUCTURAL ENGINEER
JAMES W. STOREY, MECHANICAL ENGINEER **WINDSOR ENGINEERING,** ELECTRICAL ENGINEER
O.L. ELLIS, JR., GENERAL CONTRACTOR

OMB Approval No. 0348-0043

Attachments C: ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application,

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with Ihe requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874}. and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955. as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and. (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 etseq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE

APPLICANT ORGANIZATION	DATE SUBMITTED

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 07.21.2020**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of acceptance of the low Bid for the 2020 Street Improvement Project from Falcon Contracting Company, Inc. and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering Department

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Bids for the 2020 Street Improvement Project were received on Wednesday, July 15 at 9am. Three bids were received. Based on estimated quantities and the unit price bids provided, Falcon Contracting is the low bidder. A recap of the bids are as follows:

Falcon Contracting Company, Inc.	$989,747.80
APAC- Mississippi, Inc.	$1,015,027.49
Murphree Paving	$1,249,053.55

Falcon Contracting Company's proposal meets all the requirements of the advertisement. The unit price for asphalt surface from their bid is $101.00. This is a competitive price and the overall project bid falls within the project estimate. It is recommended to proceed with acceptance of this low bid, proceed with contracts and construction. It is anticipated that work can begin during the month of August. More information will be provided on the timeline and schedule as we approach commencement of construction.

SUGGESTED MOTION: Move for approval of the low Bid for the 2020 Street Improvement Project from Falcon Contracting Company, Inc. and authorizing the Mayor to execute a construction contract.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2020 STREET IMPROVEMENT PROGRAM

5/29/2020

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3						
Bellwood	Shadowood	Cul-de-sac	765	28	Patching, Overlay	$25,241
Birch	Prev. overlay	Persimmon	160	28	Patching, Overlay	$6,861
C.C. Clark	Miley	Dead End (south)	595	26	Patching, Overlay	$20,098
Canterbury	Base Failures- multiple locations		-	-	Leveling & Patching only	$12,694
Collegeview	Nash	Previous Overlay	872	24	Patching, Overlay, Striping	$28,836
Edgewood	Critz	Cul-de-sac	2618	28	Patching, Overlay	$81,537
Evergreen	Santa Anita	Critz	878	24	Patching, Overlay	$24,864
Howard	Montgomery	Pine	2171	20	Patching, Overlay	$49,112
Huntington	Prev. overlay (Dover)	Prev. overlay (Chelsea)	692	28	Patching, Overlay	$23,024
Lindbergh	Hwy 12	Scales	1570	36	Patching, Overlay	$63,326
Long	Westside	Hwy 182	1955	25	Patching, Overlay, Striping	$64,288
Louisville	Camden	Hwy 12	1105	24	Patching, Overlay, Striping	$36,007
McKinley	McKee	Lindbergh	474	17	Patching, Overlay	$10,743
Mohawk	Prev. overlay	Eutaw	900	23	Patching, Overlay	$24,460
N. Montgomery	Critz (north side)	Greenfield	1338	30	Patching, Overlay, Striping	$58,933
N. Rosebud	Greenbriar	Dead End	328	28	Patching, Overlay	$11,965
Persimmon	Birch	Redbud	592	28	Patching, Overlay	$19,986
Gillespie	Washington	Louisville	1607	26	Patching, Overlay, Striping	$63,405
Setter	Brittney	Dead End	650	28	Patching, Overlay	$21,748
Seville	Bonnie	Arrow	1615	22	Patching, Overlay	$40,551
Spruill Ind. Park	Lynn	Industrial Park	1400	25	Patching, Overlay, Striping	$46,605
Dunlap (P4)	Shadowood	Dead End	1035	28	Patching, Overlay	$33,444
Kirkside (P4)	Shadowood	Concrete roadway	1000	28	Patching, Overlay	$32,381
Tanglewood (P4)	Edgewood	Cul-de-sac	380	28	Patching, Overlay	$13,545
Country Club Road	Montgomery	Dead End	2157	18	Patching, Overlay	$44,128
Restriping Existing Primary Roadways						$25,000
Milling Existing roadways			16593	Sq. Yd.	-	$66,374
		Total	5.09	miles	Testing 1.0%	$9,492
					Contingency 4%	$37,966
					Subtotal Priority 3	$996,614

Roadways moved from P3:
Ward Drive (P4)
Mangrove Palm (P4)
Spruce (P4)
Colonial Cir. (P4)
Grand Ridge (P5)

Indicates change from original plan

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE 07/21/2020
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 July 15, 2020 is $3,385,590.76
Of which the claims amount for Starkville Utilities is $3,032,770.83

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 July 15, 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.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 07/09/2020 - 07/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	33417424	06/30/2020	INDEED.COM-JUNE 2020 ADVERTISING	001-000-053-206	70.00
PETTY CASH VOUCHERS	07.08.20	07/08/2020	PRESS RELEASE "CLASS 3" SUPPLIES	001-000-160-697	25.70
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0032304	07/08/2020	AD VALOREM TAXES - MAY 2020	001-000-200-084	380.71
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0032305	07/14/2020	AD VALOREM TAXES - JUNE 2020	001-000-200-084	207.37
				Outstanding Total:	**683.78**
				Department 000 - UNDESIGNATED Total:	**683.78**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CADENCE /ELAN VISA	801944998	05/15/2020	BEAU RIVAGE ADVANCED DEPOSIT/D. LITTLE	001-100-610-350	144.48
CADENCE /ELAN VISA	801944998C	06/22/2020	BEAU RIVAGE/REFUND ADVANCED DEP./D. LITTLE	001-100-610-350	-144.48
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	187.99
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-100-604-330	77.34
				Outstanding Total:	**265.33**
				Department 100 - BOARD OF ALDERMEN Total:	**265.33**
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
LEXISNEXIS	3092719584	06/30/2020	SERVICES FOR JUNE 2020	001-110-600-300	321.00
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-110-604-330	77.34
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-166	729.75
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-376	143.50
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-377	758.00
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-378	482.50
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-382	15,251.45
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-385	608.50
MS DEPT OF PUBLIC SAFETY	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,292.91
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-387	6,116.75
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-389	50.00
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-393	254.50
MS DEPT OF PUBLIC SAFETY	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-397	90.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	06.2020	07/14/2020	JUNE 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-398	8,210.00
				Outstanding Total:	**35,414.32**
				Department 110 - MUNICIPAL COURT Total:	**35,414.32**
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-111-604-330	140.09
				Outstanding Total:	**140.09**
				Department 111 - YOUTH COURT Total:	**140.09**
Department: 120 - MAYORS OFFICE					
Outstanding					
CADENCE /ELAN VISA	112214	05/22/2020	KROGER-WATER & SOFT DRINKS	001-120-503-202	26.58
SLAUGHTER & ASSOCIATES, PLLC	06.20.20	06/20/2020	ANNEXATION	001-120-600-300	8,932.14
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-120-604-330	87.63
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4033306016	07/01/2020	JME15733	001-120-604-330	43.22
CANON SOLUTIONS AMERICA	4033309861	07/01/2020	NZG06107	001-120-604-330	9.18
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0720	07/01/2020	JUNE 2020 CONSULTING SERVICES	001-120-600-300	3,333.33
				Outstanding Total:	**12,537.54**
				Department 120 - MAYORS OFFICE Total:	**12,537.54**
Department: 123 - IT					
Outstanding					
CADENCE /ELAN VISA	05.25.20	05/25/2020	GATE.COM WEBHOSTING	001-123-600-300	157.45
WAUKAWAY DISTRIBUTORS, INC	59632	06/16/2020	2 FIVE GALLON BOTTLES OF WATER -IT	001-123-691-550	16.40
CADENCE /ELAN VISA	06.25.20	06/25/2020	GATE.COM WEBHOSTING + ANNUAL STORAGE FEE	001-123-600-300	306.95
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	191.97
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-123-604-330	87.63
GOVERNMENT LEASING COMPANY	23104-12	06/27/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0032300	06/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
BLUIP, INC.	101169	07/01/2020	JULY 2020 SERVICES	001-123-604-330	1,530.35
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-123-604-330	77.34
WAUKAWAY DISTRIBUTORS, INC	CLR0720-47	07/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
GOVERNMENT LEASING COMPANY	23851-6	07/05/2020	LEASE #23851/ 5 SAFECITY CAMERAS	001-123-918-806	667.00
AMAZON CAPITAL SERVICES, INC.	1C6G-KF6Y-4LMN	07/15/2020	POLYCON EXPANSION MICS FOR SOUNDSTATION	001-123-501-200	132.28
				Outstanding Total:	**4,798.49**
				Department 123 - IT Total:	**4,798.49**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.08
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-145-604-330	43.81

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-145-604-330	77.34
QUILL CORPORATION	8275193	07/02/2020	HP INK CARTRIDGE	001-145-501-200	21.74
QUILL CORPORATION	8283733	07/02/2020	HP INK CARTRIDGE	001-145-501-200	43.48
QUILL CORPORATION	8287711	07/02/2020	LABELS, LABEL TAPE, INK CARTRIDGES	001-145-501-200	114.41
QUILL CORPORATION	8292076	07/02/2020	MANILLA FILE FOLDERS	001-145-501-200	29.29
				Outstanding Total:	**405.27**
				Department 145 - OTHER ADMINISTRATIVE Total:	**405.27**
Department: 180 - HUMAN RESOURCES					
Outstanding					
CADENCE /ELAN VISA	32313523	04/30/2020	INDEED.COM-APRIL 2020 ADVERTISING	001-180-610-340	142.25
CADENCE /ELAN VISA	32313523C	05/15/2020	INDEED.COM/REFUND APRIL 2020 ADVERTISING	001-180-610-340	-142.25
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.38
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
				Outstanding Total:	**79.50**
				Department 180 - HUMAN RESOURCES Total:	**79.50**
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.78
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4033306016	07/01/2020	JME15733	001-190-604-330	43.22
CANON SOLUTIONS AMERICA	4033306356	07/01/2020	DRL72630	001-190-604-330	6.66
				Outstanding Total:	**242.11**
				Department 190 - CITY PLANNER Total:	**242.11**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
OCH REGIONAL MEDICAL CTR	231936501	05/04/2020	TESTING FOR L. KEY	001-192-535-233	180.00
QUILL CORPORATION	8168094	06/29/2020	DISINFECTING CLEANER	001-192-535-233	129.88
CINTAS	4054630849	06/30/2020	CITY HALL 06.30.20	001-192-510-220	64.52
CINTAS	4054630922	06/30/2020	HAND SANITIZING STANDS	001-192-535-233	33.78
FERGUSON ENTERPRISES, INC	0631589	07/01/2020	SANITIZING WIPES	001-192-535-233	191.76
AMAZON CAPITAL SERVICES, INC.	1TRL-YT77-PWXR	07/01/2020	ICE MACHINE CLEANER - 3 PACK	001-192-630-403	112.50
NEWELL PAPER COMPANY	3107220	07/01/2020	DISINFECTANT, TISSUE, CUPS	001-192-535-233	72.73
JAN-PRO OF MS	858400	07/01/2020	JULY 2020 JANITORIAL SVCS-CITY HALL	001-192-600-338	1,619.00
SULLIVAN'S OFFICE SUPPLY, INC.	55910	07/02/2020	PLEXIGLASS GUARD FOR ADMINISTRATIVE DESK	001-192-535-233	299.00
QUILL CORPORATION	8289235	07/02/2020	ALCOHOL WIPES	001-192-535-233	29.90
FERGUSON ENTERPRISES, INC	0636449	07/07/2020	FACE SHIELDS, GLOVES, TOWELS	001-192-535-233	519.82
CINTAS	4055173569	07/07/2020	HAND SANITIZING STANDS	001-192-535-233	33.78
CINTAS	4055173589	07/07/2020	CITY HALL 07.07.20	001-192-510-220	14.52
QUILL CORPORATION	8392530	07/08/2020	ALCOHOL WIPES	001-192-535-233	2.99
POLLAN & ASSOC. PA	2020441	07/09/2020	12 CANS SPRAY DISINFECTANT	001-192-535-233	155.88
				Outstanding Total:	**3,460.06**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**3,460.06**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	1943	07/01/2020	4TH QTR FY20 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
				Outstanding Total:	**6,250.00**
			Department 195 - TRANSFERS TO OTHER AGENCIES Total:		**6,250.00**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	125	07/03/2020	JUNE 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	125	07/03/2020	JUNE 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	125	07/03/2020	JUNE 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
				Outstanding Total:	**3,200.00**
			Department 196 - CEMETERY ADMINISTRATION Total:		**3,200.00**
Department: 197 - ENGINEERING					
Outstanding					
CADENCE /ELAN VISA	INV0032252	06/04/2020	GOOGLE STORAGE ANNUAL RENEWAL-ENGINEERING	001-197-501-200	19.99
STARKVILLE AUTO PARTS	134264	06/10/2020	OIL FILTER, OIL	001-197-525-231	44.93
CADENCE /ELAN VISA	804295	06/24/2020	KROGER-WATER, SOFT DRINKS, COFFEE	001-197-501-200	64.94
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
CANON SOLUTIONS AMERICA	4033306016	07/01/2020	JME15733	001-197-604-330	43.22
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	001-197-525-231	56.59
TRUSTMARK NATIONAL BANK	07.27.20	07/14/2020	#93894/2 TACOMAS	001-197-820-874	430.37
TRUSTMARK NATIONAL BANK	07.27.20	07/14/2020	#93894/2 TACOMAS	001-197-830-873	6.58
				Outstanding Total:	**804.45**
			Department 197 - ENGINEERING Total:		**804.45**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
R&M TIRES	1125648	03/18/2020	S-47 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	125173	03/20/2020	S-23 OIL AND FILTER CHANGE	001-201-630-360	52.50
AMAZON CAPITAL SERVICES, INC.	1Y39-RKRQ-7GG1C	03/26/2020	USE UNAPPLIED CREDIT FROM #92866	001-201-535-233	-69.48
R&M TIRES	1125782	04/01/2020	S-60 ROTATION AND BALANCE	001-201-630-360	60.00
TRI-STARR MUFFLER & BRAKE	253990	04/02/2020	S-64 FRONT BRAKES AND ROTORS	001-201-630-360	345.00
R&M TIRES	1126023	04/24/2020	S-45 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	1126012	05/01/2020	S-58 LOWER CONTROL ARM, ALIGNMENT	001-201-630-360	235.00
R&M TIRES	1126131	05/04/2020	FLAT REPAIR	001-201-630-360	20.00
TRI-STARR MUFFLER & BRAKE	126056	05/04/2020	#7325 BATTERY AND LABOR	001-201-630-360	201.00
CADENCE /ELAN VISA	448253	05/07/2020	INSTANT CARD ID CARD SERVICE/PD ID CARDS	001-201-556-251	200.00
CADENCE /ELAN VISA	2889014-2C	05/20/2020	AMAZON-RETURN FACE MAS	001-201-556-251	-359.10
CADENCE /ELAN VISA	2889014C	05/20/2020	AMAZON-RETURN FACE MAS	001-201-556-251	-359.10
BOB'S MOBILE RADIO	316024	05/22/2020	RADIO MAINTENANCE AND REPAIRS	001-201-630-400	2,070.00
R&M TIRES	1126479	05/29/2020	OIL & FILTER CHANGE, REPAIR FLAT, 2011 TAHOE	001-201-630-360	79.00
MSU COLLEGE OF VETERINARY MEDICINE	379191	06/04/2020	EUTHANIZE RACCOON	001-201-600-300	28.70

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3104909C	06/08/2020	WIPERS, CLEANER, TISSUE, GLOVES -POLICE DEPT.	001-201-555-208	-410.60
NEWELL PAPER COMPANY	3104910C	06/08/2020	INK CARTRIDGES- POLICE DEP	001-201-501-200	-136.86
TRI-STARR MUFFLER & BRAKE	095075	06/12/2020	#8069 BATTERY, LABOR	001-201-630-360	201.94
A+ AUTO REPAIR	019742	06/16/2020	#7322 R&R WINDSHIELD WIPER MOTOR	001-201-630-360	330.00
A+ AUTO REPAIR	019743	06/16/2020	#8070 FRONT BRAKE PADS, CLEAN ROTORS, HEALIGHT SO	001-201-630-360	493.96
BOB'S MOBILE RADIO	316031	06/16/2020	RADIO MAINTENANCE AND REPAIRS	001-201-630-400	2,250.00
A+ AUTO REPAIR	019755	06/17/2020	#7333 WIPER MOTOR, BULBS, TEST DRIVE	001-201-630-360	352.49
A+ AUTO REPAIR	019763	06/18/2020	CAR #2114 OIL AND FILTER CHANGE	001-201-630-360	95.00
TRI-STARR MUFFLER & BRAKE	194456	06/18/2020	SPD #18 LEVEL OFF FLUIDS	001-201-630-360	42.95
DANNY MCCLUSKEY TOWING	2505	06/18/2020	TOW INFINITI TO IMPOUND LOT	001-201-600-300	75.00
MAGNOLIA BOTTLED WATER CO	41968	06/18/2020	14 -FIVE GALLON BOTTLES OF WATER- PD	001-201-501-200	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	55621	06/18/2020	WRITING PADS, PENS, CORRECTION TAPE, KEY TAGS, NOT	001-201-501-200	63.42
TRI-STARR MUFFLER & BRAKE	194459	06/19/2020	#7320 FREON AND LABOR	001-201-630-360	53.43
TRI-STARR MUFFLER & BRAKE	194464	06/19/2020	#7320 EVAC/RECHARGE, AC LINE, LABOR	001-201-630-360	335.00
SULLIVAN'S OFFICE SUPPLY, INC.	55622	06/19/2020	STORAGE FILE BOXES	001-201-501-200	170.55
SULLIVAN'S OFFICE SUPPLY, INC.	55637	06/19/2020	WRITING PADS AND PENS	001-201-501-200	28.84
WATERMARK PRINTERS LLC	13361	06/22/2020	150 BUSINESS CARDS/R. RICHARDSON	001-201-615-343	36.00
TRI-STARR MUFFLER & BRAKE	194468	06/22/2020	#7320 REPLACE FAN ASSY	001-201-630-360	409.67
CAPITOL HARDWARE COMPANY, INC	189225	06/23/2020	2 MASTER B SERIES KEYS	001-201-501-200	29.00
R&M TIRES	1126792	06/24/2020	S-17 OIL AND FILTER CHANGE, ROTATE TIRES	001-201-630-360	79.00
R&M TIRES	1126862	06/24/2020	S-65 OIL AND FILTER CHANGE, REPAIR FLAT, BRAKE PAD	001-201-630-360	147.50
IVY AUTO PARTS, LLC.	641993	06/24/2020	BRAKE PADS S 65	001-201-630-360	65.59
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,911.71
R&M TIRES	1126893	06/25/2020	S-20 OIL AND FILTER CHANGE, ROTATE TIRES	001-201-630-360	89.45
R&M TIRES	1126894	06/25/2020	S-17 4 TIRES, WIPER BLADES, ALIGNMENT	001-201-630-360	713.66
MID-SOUTH UNIFORM & SUPPLY, INC	6063568	06/25/2020	NAMEPLATES, BADGE, SEAL, PLASTIC CLIPS	001-201-535-233	1,084.86
MID-SOUTH UNIFORM & SUPPLY, INC	606358B	06/25/2020	CONCEAL CARRIERS, TRAUMA PLATE, VESTS	001-201-535-233	2,122.65
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-201-604-330	131.44
R&M TIRES	1126925	06/29/2020	S-42 NEW TIRES, OIL/FILTER CHANGE, ALIGNMENT	001-201-630-360	716.60
R&M TIRES	1126929	06/29/2020	INSTALL BULB, LABOR	001-201-630-360	29.99
TRI-STARR MUFFLER & BRAKE	194492	06/29/2020	#8069 REAR BRAKE LIGHT	001-201-630-360	40.00
GTPDD PHARMACY	25329	06/29/2020	MEDS FOR L. JORDAN	001-201-541-240	5.75
MID-SOUTH UNIFORM & SUPPLY, INC	606423	06/29/2020	VESTS, CONCEAL CARRIERS, TRAUMA PLATES	001-201-535-233	2,122.65
R&M TIRES	1126951	06/30/2020	OIL AND FILTER CHANGE, VALVE STEM	001-201-630-360	71.49
CADENCE /ELAN VISA	81350767C	06/30/2020	HILTON HOTEL/TAMPA/CLASS CANCELLED -COVID	001-201-690-552	-953.79
COLBY HUFFMAN	INV0032298	06/30/2020	REIMBURSE BOOT PURCHASE	001-201-535-233	99.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
A+ AUTO REPAIR	019828	07/01/2020	#7329 WINDSHIELD WIPER BLADES	001-201-630-360	20.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	07.01.20	07/01/2020	FEEDING INMATES JUNE 2020	001-201-541-237	10,950.00
R&M TIRES	1126981	07/01/2020	S-30 OIL AND FILTER CHANGE	001-201-630-360	52.50
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-201-604-330	77.33
TRI-STARR MUFFLER & BRAKE	198462	07/01/2020	#7330 OIL CHANGE, ROTATE, BLOWER MOTOR, LABOR	001-201-630-360	234.27
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,052.35
THYSSENKRUPP ELEVATOR CORP	3005351301	07/01/2020	ELEV. MAINT CONTRACT-POLICE -07/01/20-09/30/20	001-201-630-426	1,007.63
AT&T PRIVATE LINE SERVICE	3119257789	07/01/2020	NCIC PRIVATE LINE SVC JULY 2020	001-201-604-330	217.97
CANON SOLUTIONS AMERICA	4033313217	07/01/2020	JMQ18879	001-201-635-369	61.67
CANON SOLUTIONS AMERICA	4033313402	07/01/2020	JMQ18878	001-201-635-369	72.92
AT&T GLOBAL	GH52859	07/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
O'REILLY AUTO PARTS	0997-144541	07/05/2020	CAPSULE	001-201-630-360	53.54
O'REILLY AUTO PARTS	0997-144783	07/06/2020	2 GALLONS ANTIFREEZE	001-201-630-360	29.98
A-1 TOWING	10194	07/06/2020	TOW VEHICLE TO TRI-STARR	001-201-600-300	75.00
TRI-STARR MUFFLER & BRAKE	196467	07/06/2020	#7328 REPLACED FAN ASSY	001-201-630-360	409.67
TRI-STARR MUFFLER & BRAKE	196468	07/06/2020	#7329 SERVICE A/C SYSTEM	001-201-630-360	177.34
TRI-STARR MUFFLER & BRAKE	196479	07/06/2020	S-32 FRONT BRAKE PADS, OIL CHANGE, LABOR	001-201-630-360	184.95
BRISLIN, INC	200742	07/06/2020	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,350.00
BOB'S MOBILE RADIO	316032	07/06/2020	RADIO MAINTENANCE AND REPAIRS	001-201-630-400	640.00
SULLIVAN'S OFFICE SUPPLY, INC.	55985	07/06/2020	HP INK, PENS, LEGAL PADS	001-201-501-200	112.96
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	001-201-525-231	1,638.18
CADENCE /ELAN VISA	41198246	07/10/2020	CANDLEWOOD SUITES/HANOHANO/MOTORCYCLE CLASS	001-201-690-552	379.50
STARKVILLE NARCOTICS	INV0032306	07/13/2020	INFORMANT FEES	001-201-600-304	1,250.00
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-201-525-231	1,913.17
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0032309	07/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	250.94
				Outstanding Total:	**39,120.07**
				Department 201 - POLICE DEPARTMENT Total:	**39,120.07**

Department: 261 - FIRE DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
RACKLEY OIL INC.	525747	01/31/2020	DIESEL EXHAUST FLUID	001-261-525-231	3.63
RACKLEY OIL INC.	529504	04/30/2020	DIESEL EXHAUST FLUID	001-261-525-231	5.16
CADENCE /ELAN VISA	05.24.20	05/24/2020	VIASAT-INTERNET FIRESTATION #5	001-261-604-330	170.31
SHEPS CLEANERS- FIRE ACCOUNT	7747	06/11/2020	1 PR TROUSERS	001-261-600-430	5.50
CADENCE /ELAN VISA	06.24.20	06/24/2020	VIASAT-INTERNET FIRESTATION #5	001-261-604-330	170.31
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	240.00
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-261-604-330	548.45
OKTIBBEHA COUNTY COOPERATIVE	580796	06/29/2020	HOSE SPLICE MENDER, WASHER, HOSE	001-261-555-250	46.77
QUILL CORPORATION	8167242	06/29/2020	HP INK	001-261-501-200	402.96
QUILL CORPORATION	8172695	06/29/2020	SWIFFER SOLUTION FRESH	001-261-555-208	23.99

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-FIRE	901517	06/29/2020	FABULOSO, SHOWER CLEANER, 10 MIN HRCLG	001-261-555-208	75.78
INTERSTATE BATTERY OF CNTRL MS	98087	06/29/2020	4 BATTERIES	001-261-630-360	479.80
SHEPS CLEANERS- FIRE ACCOUNT	7709	06/30/2020	C.YARBROUGH/8 SHIRTS & 2 PAIR TROUSERS	001-261-600-430	35.00
ALARM SECURITIES, INC. dba ASI	07012020-121	07/01/2020	JULY 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-261-604-330	77.33
NORTHEAST EXTERMINATING	18190	07/01/2020	FIRE STATION # 1	001-261-558-269	22.00
NORTHEAST EXTERMINATING	18191	07/01/2020	FIRE STATION # 3	001-261-558-269	22.00
NORTHEAST EXTERMINATING	18192	07/01/2020	FIRE STATION # 2	001-261-558-269	22.00
NORTHEAST EXTERMINATING	18193	07/01/2020	FIRE STATION # 4	001-261-558-269	22.00
NORTHEAST EXTERMINATING	18194	07/01/2020	FIRE STATION # 5	001-261-558-269	22.00
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
CITY ALIGNMENT SERVICE	74141	07/01/2020	SERVICE ON FD 5	001-261-630-360	66.07
BELL BUILDING SUPPLY, INC.	291626	07/02/2020	HOSE MENDER, RATCHET SET	001-261-555-250	27.47
CITY GLASS CO	38582	07/02/2020	TEMPERED GLASS FOR LADDER 1	001-261-630-360	50.00
RACKLEY OIL INC.	533681	07/02/2020	BLUE DEF DIESEL EXHAUST FLUID	001-261-525-231	19.00
UPS	54E5Y270	07/04/2020	SHIPPING CHARGES	001-261-604-330	29.11
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	001-261-525-231	333.68
SUNBELT FIRE APPARATUS	123119	07/07/2020	SCBA MAINTENANCE, CYLINDER VALVE	001-261-630-360	65.00
JONES & BARTLETT LEARNING, LLC	44579	07/08/2020	NVA FIRE & EMER. SVC INST, FIRE OFFICER ADVANTAGE	001-261-600-390	2,130.97
LOWE'S-FIRE	910067	07/08/2020	SILICONE	001-261-555-250	6.45
ATMOS ENERGY	INV0032311	07/08/2020	#3055511080 /FIRESTATION #	001-261-625-380	70.20
MARK MCCURDY	3864	07/09/2020	REIMB NFPA RECERTIFICATION FEE	001-261-600-390	150.00
STATE FIRE ACADEMY	28193	07/10/2020	MSFA TRAINING/J. KENNEDY	001-261-600-390	500.00
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-261-525-231	445.84
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0032309	07/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	494.54
				Outstanding Total:	**7,159.94**
				Department 261 - FIRE DEPARTMENT Total:	**7,159.94**

Department: 281 - BUILDING/CODES OFFICE

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	102.76
MAXXSOUTH BROADBAND	INV0032302	06/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
CANON SOLUTIONS AMERICA	4033306016	07/01/2020	JME15733	001-281-604-330	43.24
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	001-281-525-231	24.67
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-281-525-231	72.86
TRUSTMARK NATIONAL BANK	07.27.20	07/14/2020	#93894/2 TACOMAS	001-281-820-874	430.37
TRUSTMARK NATIONAL BANK	07.27.20	07/14/2020	#93894/2 TACOMAS	001-281-830-873	6.58
				Outstanding Total:	**931.63**
				Department 281 - BUILDING/CODES OFFICE Total:	**931.63**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0032309	07/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	72.55
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0032310	07/15/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	120.95
STARKVILLE UTILITIES	INV0032312	07/15/2020	UTILITY BILLS BY DEPT	001-290-625-380	27.43
				Outstanding Total:	**220.93**
			Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:		**220.93**
Department: 301 - STREET DEPARTMENT					
Outstanding					
STARKVILLE AUTO PARTS	131286	02/28/2020	FUEL FILTER, ELECTRICAL TAPE	001-301-630-360	17.48
STARKVILLE AUTO PARTS	132155	04/01/2020	OIL AND FILTER	001-301-630-360	114.84
STARKVILLE AUTO PARTS	132175	04/02/2020	DEX III	001-301-630-360	71.88
STARKVILLE AUTO PARTS	133397	05/14/2020	HYD FLUID GAL	001-301-630-360	53.97
NEWELL PAPER COMPANY	3104909-2	06/08/2020	WIPERS, CLEANERS,TISSUE, GLOVES-STREET DEPT	001-301-555-250	410.60
NEWELL PAPER COMPANY	3104910-2	06/08/2020	INK CARTRIDGES -STREET DEP	001-301-555-250	136.86
STARKVILLE AUTO PARTS	134224	06/09/2020	PS FLUID	001-301-630-360	16.47
STARKVILLE AUTO PARTS	134346	06/12/2020	DEFOGGER REPAIR KIT, STOP LEAK	001-301-630-360	76.95
STARKVILLE AUTO PARTS	134440	06/16/2020	DEGREASER	001-301-630-360	12.98
STARKVILLE AUTO PARTS	134444	06/16/2020	STARTER	001-301-630-360	204.99
STARKVILLE AUTO PARTS	134463	06/16/2020	ALTERNATOR	001-301-630-360	231.44
STARKVILLE AUTO PARTS	134545	06/18/2020	BLASTER PENETRATING CAT	001-301-630-360	23.16
FASTENAL COMPANY	MSSTA92786	06/19/2020	5 BLADES	001-301-555-250	723.10
STARKVILLE AUTO PARTS	134671	06/22/2020	WIRE TIES, RUBBER PLUG	001-301-630-360	23.88
STARKVILLE AUTO PARTS	134678	06/23/2020	BRAKE FLUID AND OIL	001-301-630-360	99.96
STARKVILLE AUTO PARTS	134702	06/23/2020	STARTING FLUID	001-301-630-360	10.77
HILL MANUFACTURING COMPANY, INC.	61824	06/23/2020	HILLCO LUBE, INSECT REPELLANT	001-301-555-250	284.50
UNITED RENTALS (NORTH AMERICA), INC.	183208970-001	06/24/2020	RENT BACKHOE	001-301-630-400	171.04
EAST MISSISSIPPI LUMBER CO	D65466	06/24/2020	PERMA LOCK, BLACK MARKER, QUICKREAD TAPE	001-301-555-250	34.17
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.38
POLLAN & ASSOC. PA	2020362	06/25/2020	UNIFORM SHIRTS FOR SKELTON & COX	001-301-535-233	307.97
G&C SUPPLY CO., INC	6780747	06/25/2020	RESTOCK SIGNS	001-301-565-272	648.00
G&C SUPPLY CO., INC	6780828	06/26/2020	RESTOCK SIGNS	001-301-565-272	1,057.00
G&C SUPPLY CO., INC	6780829	06/26/2020	RESTOCK SIGNS	001-301-565-272	72.00
BELL BUILDING SUPPLY, INC.	291213	06/29/2020	TOOLS, GLOVES,APRON TOOL SET	001-301-555-250	178.46
STARKVILLE AUTO PARTS	134897	06/30/2020	CFI FUEL	001-301-630-360	11.59
CINTAS	4054630925	06/30/2020	STREET DEPT. 06.30.20	001-301-555-250	39.88
STARKVILLE AUTO PARTS	134910	07/01/2020	PS FLUID	001-301-630-360	33.00
STARKVILLE AUTO PARTS	134939	07/01/2020	BRAKE CLEANER	001-301-630-360	19.16
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
NEWELL PAPER COMPANY	3107198	07/01/2020	6 BUCKETS OF TOWELS	001-301-555-250	97.62
BELL BUILDING SUPPLY, INC.	291860	07/06/2020	HAMMER BIT, WEDGE ANCHO	001-301-555-250	62.98
OKTIBBEHA COUNTY COOPERATIVE	582586	07/06/2020	MERREL MOAB SHOE-E. KEM	001-301-535-233	129.95
G&C SUPPLY CO., INC	6781802	07/06/2020	RESTOCK SIGNS	001-301-565-272	2,098.20
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	001-301-525-231	210.60
BELL BUILDING SUPPLY, INC.	291962	07/07/2020	WIRE MESH, LUMBER	001-301-555-250	131.89
CINTAS	4055173693	07/07/2020	STREET DEPT. 07.07.20	001-301-555-250	78.36

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-STREET	908932	07/07/2020	CAR CHARGER (3 PORT) AND LIGHTNING CABLE	001-301-691-550	42.71
BELL BUILDING SUPPLY, INC.	292238	07/09/2020	FILM	001-301-555-250	13.99
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-301-525-231	471.47
GTR SOLID WASTE MGMT. AUTH	06.30.20	07/14/2020	JUNE 2020 SOLID WASTE TICKETS	001-301-691-510	2,318.22
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0032309	07/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	7,316.80
STARKVILLE UTILITIES	INV0032312	07/15/2020	UTILITY BILLS BY DEPT	001-301-625-380	142.69
STARKVILLE UTILITIES	INV0032312	07/15/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
				Outstanding Total:	**18,624.30**
				Department 301 - STREET DEPARTMENT Total:	**18,624.30**

Department: 360 - ANIMAL CONTROL

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.50
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-360-525-231	27.10
				Outstanding Total:	**139.93**
				Department 360 - ANIMAL CONTROL Total:	**139.93**

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0032251	05/04/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	102.00
LOWE'S- PARKS	0093034	05/28/2020	CREDIT, UNAPPLIED PAYMENT	001-550-501-208	-48.42
EWING IRRIGATION	3617393	05/28/2020	SOLENOID	001-550-630-402	67.54
CADENCE /ELAN VISA	3741208463	05/31/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	102.57
VERIZON-PARKS	9856893543	06/18/2020	PARKS ACCT#442043719-00001	001-550-600-330	380.40
CADENCE /ELAN VISA	3565793	06/24/2020	NRPA CAREER CENTER-JOB POSTING	001-550-600-350	99.50
LOWE'S- PARKS	910235	06/25/2020	CHAINS FOR BLEACHERS AT MCKEE PARK	001-550-600-370	109.52
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	001-550-600-330	43.81
CINTAS-PARKS	4054633861	06/30/2020	WEEKLY MAT CLEANING 06.30.20	001-550-600-330	37.83
CINTAS FIRST AID & SAFETY	5017888742	06/30/2020	2 TRAUMA BAGS LARGE PLUS SERVICE CHARGE	001-550-501-415	409.95
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
LIBERTY WASTE, INC.	2698	07/01/2020	PORTA JOHN RENTALS-MCKEE, JL KING, MONCRIEF	001-550-600-300	510.00
LOWE'S- PARKS	919479	07/01/2020	SHOVELS, GROUND BREAKING AT CORNERSTONE	001-550-555-250	124.19
WAUKAWAY DISTRIBUTORS, INC	CLR00720-275	07/01/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
CADENCE /ELAN VISA	BG0P4A3BFB45	07/02/2020	K&K INSURANCE/PARKS INSURANCE FOR SUMMER LEAGUE	001-550-501-415	479.65
CADENCE /ELAN VISA	INV0032253	07/02/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	108.00
PYRO SHOWS, INC	15235	07/04/2020	FIREWORKS DISPLAY JULY 4TH	001-550-600-355	4,249.50
POWERSTROKE EQUIPMENT SALES & SVC	4718	07/06/2020	BELT FOR LAWNMOWER	001-550-600-370	149.99
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	001-550-525-231	68.54

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0032312	07/15/2020	UTILITY BILLS BY DEPT	001-550-600-340	7,326.89
				Outstanding Total:	**14,438.60**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**14,438.60**
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SIMMONS EROSION CONTROL, INC	INV0032303	07/06/2020	HWY 12/BULLYVARD	001-600-912-801	42,761.00
TERRY STIDHAM CONSTRUCTION	INV0032307	07/10/2020	INLET RETROFIT PROJECT/WILLOW BEND	001-600-948-857	4,600.00
TERRY STIDHAM CONSTRUCTION	INV0032308	07/10/2020	INLET RETROFIT PROJECT/WILLOW BEND	001-600-948-857	4,400.00
				Outstanding Total:	**51,761.00**
				Department 600 - CAPITAL PROJECTS Total:	**51,761.00**
				Fund 001 - GENERAL FUND Total:	**200,677.34**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
SOLAR SPRAY	279604	06/22/2020	SPRAYING ROUNDUP AND SURFACTANT	015-505-600-338	100.00
SOLAR SPRAY	279604	06/22/2020	SPRAYING ROUNDUP AND SURFACTANT	015-505-691-550	51.50
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.08
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	015-505-604-330	152.59
MAXXSOUTH BROADBAND	INV0032299	06/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
RSINET	5320	06/30/2020	DATA NET SERVICE APRIL-JUNE 2020	015-505-600-338	180.00
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
RACKLEY OIL INC.	533477	07/01/2020	GAS	015-505-525-231	117.22
TITAN AVIATION FUELS	R3306148	07/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
WALMART -GENERAL CITY	09017	07/06/2020	INK, CUPS, SNACKS, PAPER TOWELS	015-505-541-237	51.64
MAXXSOUTH BROADBAND	INV0032301	07/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
REYNOLDS/RENASANT INSURANCE AGENCY	1078442	07/07/2020	AVIATION INSURANCE 07.29.18-07.29.21	015-505-620-370	3,125.00
				Outstanding Total:	**5,017.90**
				Department 505 - AIRPORT Total:	**5,017.90**
				Fund 015 - AIRPORT FUND Total:	**5,017.90**
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
H&O TRUCKS & TRAILER REPAIR L.L.C.	62859	06/04/2020	TRUCK #42 FAN HUB & BELT REPLACEMENT	022-322-630-360	1,496.18
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0520	06/15/2020	ACCT #146.20 SEDC ADMIN FEES MAY 2020	022-322-600-333	6,134.58
H&O TRUCKS & TRAILER REPAIR L.L.C.	62910	06/17/2020	TRUCK #95 FIX WINDOW	022-322-630-360	137.74
SULLIVAN'S OFFICE SUPPLY, INC.	2215CM	06/19/2020	RETURN USED PANEL	022-322-501-200	-50.00
CSPIRE WIRELESS	06.25.20	06/25/2020	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	47.08
SOUTHERN TELECOMMUNICATIONS	07.17.20	06/26/2020	ACCT #2490 JUNE 2020	022-322-604-330	43.81
WASTE MANAGEMENT	0761666-2132-6	07/01/2020	RECYCLING FOR JUNE 2020	022-322-600-431	5,165.40

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1545686	07/01/2020	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	2163581	07/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	469.51
NEWELL PAPER COMPANY	3107220	07/01/2020	DISINFECTANT, TISSUE, CUPS	022-322-501-200	167.41
POWERSTROKE EQUIPMENT SALES & SVC	4706	07/01/2020	EXMARK MOWER REPAIR	022-322-555-250	65.49
GOLDEN TRIANGLE PLANNING & DEV. INC	8354	07/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	241.50
GOLDEN TRIANGLE PLANNING & DEV. INC	8355	07/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8356	07/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
SGK LANDSCAPES, LLC	ST26033	07/01/2020	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST26034	07/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
GATEWAY TIRE & SERVICE CENTER	1018-127563	07/02/2020	TRUCK #40 ONE NEW TIRE	022-322-630-360	304.17
QUILL CORPORATION	8287647	07/02/2020	HP INK	022-322-501-200	228.98
FUELMAN / FLEETCOR	NP58502194	07/06/2020	FUEL REPORT 06/29/20 - 7/05/20	022-322-525-231	1,315.38
GATEWAY TIRE & SERVICE CENTER	1018-127758	07/07/2020	TRUCK #40 ONE NEW TIRE AND MOUNT	022-322-630-360	304.17
GATEWAY TIRE & SERVICE CENTER	1018-127796	07/07/2020	TRUCK #43 ONE NEW TIRE AND MOUNT	022-322-630-360	329.40
GATEWAY TIRE & SERVICE CENTER	1018-127797	07/07/2020	CREDIT ON FET FEES ON INV#127796	022-322-630-360	-25.23
QUILL CORPORATION	8370435	07/07/2020	CASE OF COPY PAPER	022-322-501-200	58.99
EMPIRE TRUCK SALES, LLC	CE005085042	07/08/2020	TRUCK #43 SEAL & HEATER CORE	022-322-630-360	138.76
CITY OF STARKVILLE SANITATION	INV0032297	07/08/2020	QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	12,500.00
STARKVILLE AUTO PARTS	135106	07/09/2020	BALL MOUNT	022-322-555-250	32.99
BELL BUILDING SUPPLY, INC.	292210	07/09/2020	MAILBOX/REPLACE MAILBOX AT 114 KENSWICK COURT	022-322-555-250	25.99
SULLIVAN'S OFFICE SUPPLY, INC.	56061	07/09/2020	LAMINATING POUCHES	022-322-501-200	27.38
FUELMAN / FLEETCOR	NP58525654	07/13/2020	FUEL REPORT 07/06/20 - 7/12/20	022-322-525-231	2,054.72
GTR SOLID WASTE MGMT. AUTH	06.30.20	07/14/2020	JUNE 2020 SOLID WASTE TICKETS	022-322-600-379	37,420.31
				Outstanding Total:	**71,103.69**
				Department 322 - SANITATION DEPARTMENT Total:	**71,103.69**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**71,103.69**

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MMC MATERIALS, INC.	658346	06/22/2020	CONCRETE FOR WILLOWBEN	319-600-948-854	274.00
				Outstanding Total:	**274.00**
				Department 600 - CAPITAL PROJECTS Total:	**274.00**
				Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:	**274.00**

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CITY OF STARKVILLE	INV0032296	07/08/2020	QTRLY TOURISM TAX TRANSFE	375-551-907-110	62,500.00
				Outstanding Total:	**62,500.00**
				Department 551 - PARK & REC TOURISM Total:	**62,500.00**
				Fund 375 - PARK AND REC TOURISM Total:	**62,500.00**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	0009538	07/07/2020	PROJ 18-367 CORNERSTONE PARK- JUNE 2020	380-551-600-945	13,247.00
				Outstanding Total:	**13,247.00**
				Department 551 - PARK & REC TOURISM Total:	**13,247.00**
				Fund 380 - PARK BONDS 2020 Total:	**13,247.00**
				Grand Total:	**352,819.93**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	200,677.34	0.00
015 - AIRPORT FUND	5,017.90	0.00
022 - ENVIRONMENTAL SERVICES	71,103.69	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	274.00	0.00
375 - PARK AND REC TOURISM	62,500.00	0.00
380 - PARK BONDS 2020	13,247.00	0.00
Grand Total:	**352,819.93**	**0.00**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	70.00	0.00
001-000-160-697	DONATION FIRE	25.70	0.00
001-000-200-084	TAXES DUE TO DOWNTO	588.08	0.00
001-100-604-330	COMMUNICATIONS	265.33	0.00
001-100-610-350	TRAVEL / TRAINING	0.00	0.00
001-110-330-166	TRAUMA TRAFFIC	729.75	0.00
001-110-330-376	COURT CONSTITUENTS	143.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	758.00	0.00
001-110-330-378	APPEARANCE BOND FEE	482.50	0.00
001-110-330-382	TRAFFIC VIOLATION	15,251.45	0.00
001-110-330-385	IMPLIED CONSENT	608.50	0.00
001-110-330-386	WIRELESS COMM FEE	2,292.91	0.00
001-110-330-387	OTHER MISDEMEANORS	6,116.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	50.00	0.00
001-110-330-393	VICTIMS BOND FEE	254.50	0.00
001-110-330-397	DUI OFFENSE (INLC14)	90.00	0.00
001-110-330-398	UNINSURED MOTORIST	8,210.00	0.00
001-110-600-300	RESEARCH RESOURCES	321.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	105.46	0.00
001-111-604-330	COMMUNICATIONS	140.09	0.00
001-120-503-202	COMMITTEE SUPPORT	26.58	0.00
001-120-600-300	PROFESSIONAL SERVICE	12,265.47	0.00
001-120-604-330	COMMUNICATIONS	245.49	0.00
001-123-501-200	SUPPLIES	132.28	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	464.40	0.00
001-123-604-330	COMMUNICATIONS	2,355.41	0.00
001-123-691-550	MISCELLANEOUS	26.40	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	208.92	0.00
001-145-604-330	POSTAGE/COPIER/PHON	196.35	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.50	0.00
001-180-610-340	ADVERTISING	0.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	242.11	0.00
001-192-510-220	SUPPLIES	79.04	0.00
001-192-535-233	COVID-19 SUPPLIES	1,649.52	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-630-403	REPAIRS TO BUILDING	112.50	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	84.93	0.00
001-197-525-231	GAS & OIL	101.52	0.00
001-197-604-330	COMMUNICATIONS	148.67	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-820-874	PRINCIPAL	430.37	0.00
001-197-830-873	INTEREST	6.58	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-501-200	OFFICE SUPPLIES	372.91	0.00
001-201-525-231	GAS & OIL	3,551.35	0.00
001-201-535-233	UNIFORMS	5,359.68	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	5.75	0.00
001-201-555-208	JANITORIAL SUPPLIES	-410.60	0.00
001-201-556-251	POLICE SUPPLIES	-518.20	0.00
001-201-600-300	PROFESSIONAL SERVICE	178.70	0.00
001-201-600-304	INFORMANT FEES	1,250.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,635.79	0.00
001-201-615-343	PRINTING & BINDING	36.00	0.00
001-201-625-380	UTILITIES	250.94	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	6,527.47	0.00
001-201-630-400	EQUIPMENT REPAIR &	4,960.00	0.00
001-201-630-426	BUILDING MAINTENANC	3,357.63	0.00
001-201-635-369	COPIER RENTAL	134.59	0.00
001-201-690-450	GPS EXPENSES	1,052.35	0.00
001-201-690-552	POLICE TRAINING/EDUC	-574.29	0.00
001-261-501-200	OFFICE SUPPLIES	402.96	0.00
001-261-525-231	GAS & OIL	807.31	0.00
001-261-555-208	JANITORIAL & PAPER SU	99.77	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	80.69	0.00
001-261-558-269	BUILDING MAINTENANC	110.00	0.00
001-261-600-390	FIRE TRAINING	2,780.97	0.00
001-261-600-430	UNIFORM CLEANING	40.50	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,288.33	0.00
001-261-625-380	UTILITIES	564.74	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	660.87	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-281-525-231	GAS & OIL	97.53	0.00
001-281-604-330	COPIER/PHONES/IPADS/	251.44	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	430.37	0.00
001-281-830-873	INTEREST (VEHICLES)	6.58	0.00
001-290-625-380	UTILITIES / CODE RED	220.93	0.00
001-301-525-231	GAS & OIL	682.07	0.00
001-301-535-233	UNIFORMS	437.92	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	2,192.41	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,875.20	0.00
001-301-604-330	COMMUNICATIONS	128.71	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	7,478.27	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,022.52	0.00
001-301-630-400	EQUIPMENT REPAIR &	171.04	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-691-510	LANDFILL EXPENSES	2,318.22	0.00
001-301-691-550	MISCELLANEOUS	42.71	0.00
001-360-525-231	GAS & OIL	27.10	0.00
001-360-604-330	COMMUNICATIONS	112.83	0.00
001-550-501-200	OFFICE SUPPLIES	20.00	0.00
001-550-501-208	JANITORIAL	-48.42	0.00
001-550-501-415	SPORTS PROGRAMS	889.60	0.00
001-550-525-231	GAS & OIL	68.54	0.00
001-550-555-250	SMALL EQUIP / COMPUT	124.19	0.00
001-550-600-300	PROFESSIONAL SERVICE	510.00	0.00
001-550-600-330	PHONES/COPIERS/POST	774.61	0.00
001-550-600-340	UTILITIES	7,326.89	0.00
001-550-600-350	ADVERTISING	99.50	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	4,249.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-370	EQUIP. REPAIR/MAINT	259.51	0.00
001-550-630-402	SPLASHPAD & POOL MAI	67.54	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-600-912-801	MDOT HWY 12 PROJECT	42,761.00	0.00
001-600-948-857	DRAINAGE IMPROVEME	9,000.00	0.00
015-505-525-231	GAS & OIL	117.22	0.00
015-505-541-237	OPERATING SUPPLIES	51.64	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	563.16	0.00
015-505-604-330	CELL PHONE/POSTAGE	277.00	0.00
015-505-620-370	INSURANCE	3,125.00	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	51.50	0.00
022-322-501-200	OFFICE SUPPLIES	432.76	0.00
022-322-525-231	GAS & OIL	3,370.10	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	124.47	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	18,634.58	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-364	BILLING SERVICES	260.50	0.00
022-322-600-379	LANDFILL FEES	37,420.31	0.00
022-322-600-431	CONTRACT RECYCLING C	5,165.40	0.00
022-322-604-330	COMMUNICATIONS	168.22	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	2,685.19	0.00
022-322-691-450	GPS EXPENSES	469.51	0.00
319-600-948-854	DRAINAGE IMPROVEME	274.00	0.00
375-551-907-110	TRANSFER TO 001 MAIN	62,500.00	0.00
380-551-600-945	CORNERSTONE PROFESS	13,247.00	0.00
	Grand Total:	**352,819.93**	**0.00**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		352,545.93	0.00
19038		274.00	0.00
	Grand Total:	**352,819.93**	**0.00**

Starkville
UTILITIES

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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	57		ALLIED UNIVERSAL CORPORATION									
638946,638955,63	07/13/20	4039	Chemicals		07/22/20	2636.20		.00	ACH			
				VENDOR	TOTAL:		2636.20					
VENDOR:	202		BELL BUILDING SUPPLY									
291609	07/13/20	4076	Supplies		07/22/20	7.69		.00	ACH			
				VENDOR	TOTAL:		7.69					
VENDOR:	307		CITY OF STARKVILLE									
JUNE 2020-EXP	07/08/20	0	Due to City - June 2020		07/22/20	1530.55		.00	CHK			
JUNE 2020-SALARY	07/08/20	0	Reimb City Salaries		07/22/20	4936.16		.00	CHK			
				VENDOR	TOTAL:		6466.71					
VENDOR:	315		CLEARWATER CONSULTANTS, INC.									
104.32001 & 002	07/07/20	0	Engineering		07/22/20	5007.50		.00	ACH			
				VENDOR	TOTAL:		5007.50					
VENDOR:	362		CONSOLIDATED PIPE & SUPPLY									
3101649-002	07/13/20	3954	Parts		07/22/20	442.00		.00	CHK			
3102387	07/13/20	4038	Parts		07/22/20	1245.00		.00	CHK			
3102478	07/13/20	4055	Supplies		07/22/20	1225.60		.00	CHK			
3102510	07/13/20	4060	Parts		07/22/20	930.00		.00	CHK			
3102517	07/13/20	4060	Parts		07/22/20	4041.00		.00	CHK			
3102532	07/13/20	4092	Supplies		07/22/20	920.00		.00	CHK			
				VENDOR	TOTAL:		8803.60					
VENDOR:	368		CONTROL SYSTEMS, INC									
58576	07/13/20	4094	Service Call		07/22/20	894.35		.00	ACH			
				VENDOR	TOTAL:		894.35					
VENDOR:	450		ENVIRO-LABS, INC.									
4080	07/13/20	4086	Lab Testing		07/22/20	185.00		.00	ACH			
				VENDOR	TOTAL:		185.00					

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									
92450	07/13/20	4082	Safety Supplies		07/22/20	1205.74	.00	ACH			
				VENDOR TOTAL:		1205.74					
VENDOR:	606	4-COUNTY EPA									
JUNE 2020	07/07/20	0	Utilities expense		07/22/20	6822.41	.00	CHK			
				VENDOR TOTAL:		6822.41					
VENDOR:	639	GOLDEN TRIANGLE									
3062072020	07/13/20	0	Billing services		07/22/20	64.00	.00	ACH			
				VENDOR TOTAL:		64.00					
VENDOR:	690	GARVER LLC									
19W10070-2	07/07/20	0	Engineering-Trim Cane		07/22/20	500.00	.00	ACH			
19W10280-9	07/07/20	0	Engineering-Green Oaks		07/22/20	53288.70	.00	ACH			
				VENDOR TOTAL:		53788.70					
VENDOR:	702	HACH									
12020811	07/13/20	4068	Supplies		07/22/20	545.15	.00	ACH			
				VENDOR TOTAL:		545.15					
VENDOR:	703	HARCROS CHEMICALS INC									
770114259	07/13/20	3891	Chemicals		07/22/20	2000.00	.00	CHK			
773170300	07/13/20	4065	Chemicals		07/22/20	2000.00	.00	CHK			
				VENDOR TOTAL:		4000.00					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE									
320059,320021,31	07/13/20	4097	Landfill Charges		07/22/20	4830.84	.00	ACH			
				VENDOR TOTAL:		4830.84					
VENDOR:	765	HYDRA SERVICE, INC.									
142309,142316	07/13/20	4081	Rentals		07/22/20	1711.00	.00	ACH			
142450	07/13/20	4083	Pump Rental		07/22/20	5358.00	.00	ACH			
				VENDOR TOTAL:		7069.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	822		HARRIS REBAR JACKSON LLC									
381326A	07/13/20	4061	Parts		07/22/20	695.00		.00	CHK			
				VENDOR TOTAL:			695.00					
VENDOR:	1017		J & P CONSTRUCTION CO INC									
RFP #7 - 7/06/20	07/07/20	0	WWTP Biosolids Construction		07/22/20	158037.25		.00	ACH			
				VENDOR TOTAL:			158037.25					
VENDOR:	1035		KANSAS CITY SOUTHERN									
1600086988	07/13/20	0	Annual Billing		07/22/20	100.00		.00	ACH			
				VENDOR TOTAL:			100.00					
VENDOR:	1106		LESLIE DEAN									
054, 055	07/14/20	0	Maintenance		07/22/20	2300.00		.00	ACH			
				VENDOR TOTAL:			2300.00					
VENDOR:	1192		LYLE MACHINERY									
W06887	07/13/20	4004	Repair Mini Ex		07/22/20	4983.66		.00	ACH			
				VENDOR TOTAL:			4983.66					
VENDOR:	1205		LOWE'S									
06943	07/13/20	4080	Parts		07/22/20	164.43		.00	CHK			
				VENDOR TOTAL:			164.43					
VENDOR:	1320		MS RURAL WATER ASSOCIATION									
10768 - 2020/21	07/14/20	0	Annual membership dues		07/22/20	525.00		.00	CHK			
				VENDOR TOTAL:			525.00					
VENDOR:	1341		MS DEVELOPMENT AUTHORITY									
7/01/20	07/07/20	0	CAP Loan Payments		07/22/20	27070.29		.00	CHK			
				VENDOR TOTAL:			27070.29					

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										
29609	07/13/20	4093	CCC Program		07/22/20	278.00		.00	ACH			
				VENDOR TOTAL:			278.00					
VENDOR:	1390	NEWELL PAPER COMPANY										
3105951,3105948	07/13/20	4025	Supplies		07/22/20	350.73		.00	ACH			
3106187	07/13/20	4033	Supplies		07/22/20	163.00		.00	ACH			
3106559	07/13/20	4041	Supplies		07/22/20	199.98		.00	ACH			
				VENDOR TOTAL:			713.71					
VENDOR:	1525	OKTIBBEHA COUNTY COOP										
581121	07/13/20	4071	Parts		07/22/20	11.99		.00	ACH			
581669	07/13/20	4075	Material		07/22/20	90.00		.00	ACH			
				VENDOR TOTAL:			101.99					
VENDOR:	1623	POWERSTROKE EQUIPMENT, INC										
4709	07/13/20	4084	Parts		07/22/20	28.99		.00	ACH			
				VENDOR TOTAL:			28.99					
VENDOR:	1905	STARKVILLE AUTO PARTS										
134272,134296,13	07/13/20	4040	Supplies		07/22/20	1058.08		.00	CHK			
				VENDOR TOTAL:			1058.08					
VENDOR:	1920	CANNON FORD LINCOLN OF STARK										
151046	07/13/20	4052	Repair		07/22/20	23.07		.00	CHK			
				VENDOR TOTAL:			23.07					
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY										
55970	07/13/20	4073	Parts		07/22/20	90.64		.00	ACH			
				VENDOR TOTAL:			90.64					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC										
JUNE 2020	07/13/20	0	TWWA Water Revenues		07/22/20	1416.68		.00	ACH			
				VENDOR TOTAL:			1416.68					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	VENDOR TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2009		TERRY STIDHAM CONSTRUCTION									
610896	07/08/20	0	Repair work		07/22/20	475.00		.00	ACH			
				VENDOR TOTAL:			475.00					
VENDOR:	2033		TRI STARR MUFFLER & BRAKE									
19646	07/13/20	4078	Replace Parts		07/22/20	383.66		.00	CHK			
				VENDOR TOTAL:			383.66					
VENDOR:	2104		UPS									
24W1X6260	07/08/20	0	Postage		07/22/20	28.62		.00	CHK			
24W1X6270	07/13/20	0	Postage		07/22/20	30.45		.00	CHK			
				VENDOR TOTAL:			59.07					
VENDOR:	2121		UTILITY SERVICE CO, INC.									
512011	07/13/20	0	Water tank painting		07/22/20	21784.43		.00	CHK			
				VENDOR TOTAL:			21784.43					
VENDOR:	2201		WRIGHT CHEMICAL, LLC									
1127	07/14/20	4066	Supplies		07/22/20	2136.00		.00	ACH			
1128	07/13/20	4067	Supplies		07/22/20	2136.00		.00	ACH			
1130	07/13/20	4036	Chemicals		07/22/20	2840.00		.00	ACH			
1131	07/13/20	4037	Chemicals		07/22/20	2840.00		.00	ACH			
				VENDOR TOTAL:			9952.00					
VENDOR:	2202		WAYPOINT ANALYTICAL									
1052987	07/13/20	3997	June Analysis		07/22/20	252.00		.00	ACH			
1053044	07/13/20	3997	June Waypoint Alalysis		07/22/20	1380.00		.00	ACH			
				VENDOR TOTAL:			1632.00					
VENDOR:	2210		VERIZON WIRELESS									
9857737318	07/07/20	0	Phone bill 2821-03		07/22/20	695.15		.00	CHK			
				VENDOR TOTAL:			695.15					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2221		VOLKERT, INC.								
01706013	07/07/20	0	Engineering-WWTP Biosolids		07/22/20	32044.00	.00	ACH			
				VENDOR TOTAL:			32044.00				
VENDOR:	2311		WORKER BEES LLC								
11374	07/13/20	0	Cleaning		07/22/20	275.00	.00	CHK			
				VENDOR TOTAL:			275.00				
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.								
60137	07/13/20	4085	Water Resupply		07/22/20	32.80	.00	ACH			
				VENDOR TOTAL:			32.80				
VENDOR:	2328		WOFFORD WATER SERVICE INC.								
10604	07/13/20	3942	Plants		07/22/20	8864.00	.00	ACH			
				VENDOR TOTAL:			8864.00				
				GRAND TOTAL:			376110.79				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	131		ALTEC INDUSTRIES, INC.								
5667911	07/13/20	9293	Lineman Tools		07/22/20	238.58	.00	ACH			
				VENDOR TOTAL:		238.58					
VENDOR:	283		CHANCELLOR SUPPLY INC.								
50011450-01	07/13/20	9321	Stock Material		07/22/20	1449.00	.00	ACH			
				VENDOR TOTAL:		1449.00					
VENDOR:	284		CHANCELLOR CONSTRUCTION, LLC								
RFP #5 - 7/10/20	07/14/20	0	Substation Construction		07/22/20	674709.99	.00	ACH			
				VENDOR TOTAL:		674709.99					
VENDOR:	303		C SPIRE WIRELESS								
JUNE 2020	07/07/20	0	Phone bill		07/22/20	462.42	.00	CHK			
				VENDOR TOTAL:		462.42					
VENDOR:	306		CITY OF STARKVILLE-TAX&ADMIN								
JULY 2020-TAX	07/13/20	0	Tax Equivalency		07/22/20	113750.00	.00	CHK			
JUNE 2020-ADMIN	07/08/20	0	Administrative Fees		07/22/20	8174.27	.00	CHK			
				VENDOR TOTAL:		121924.27					
VENDOR:	307		CITY OF STARKVILLE								
JUNE 2020-STL	07/08/20	0	Reimb St Louis salary		07/22/20	4313.40	.00	CHK			
				VENDOR TOTAL:		4313.40					
VENDOR:	604		FASTENAL COMPANY								
93099,92966	07/13/20	9330	Tools and Supplies		07/22/20	824.46	.00	ACH			
				VENDOR TOTAL:		824.46					
VENDOR:	616		FUELMAN								
NP58502194	07/09/20	0	Fuel		07/22/20	1282.41	.00	CHK			
NP58525654	07/14/20	0	Fuel		07/22/20	2045.17	.00	CHK			
				VENDOR TOTAL:		3327.58					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER								
1018-127477	07/13/20	9331	Set of Tires		07/22/20	1000.59	.00	CHK			
				VENDOR TOTAL:		1000.59					
VENDOR:	696		GARNER LUMLEY ELECTRIC								
570231	07/13/20	9172	Stock Material		07/22/20	1544.40	.00	ACH			
570548	07/13/20	9322	Stock Material		07/22/20	4961.70	.00	ACH			
570610	07/13/20	9303	Stock Material		07/22/20	1430.00	.00	ACH			
				VENDOR TOTAL:		7936.10					
VENDOR:	697		GARNER COMPUTER SERVICE								
6/30/20	07/14/20	0	Network Support-Jan-June-202		07/22/20	1375.00	.00	ACH			
				VENDOR TOTAL:		1375.00					
VENDOR:	721		GOLDEN TRIANGLE SOLID WASTE								
11184	07/13/20	9343	Landfill Charges		07/22/20	849.96	.00	ACH			
				VENDOR TOTAL:		849.96					
VENDOR:	730		GRESCO UTILITY SUPPLY, INC.								
50018425	07/13/20	9310	Stock Material		07/22/20	5032.25	.00	ACH			
				VENDOR TOTAL:		5032.25					
VENDOR:	804		QUADIENT LEASING USA INC								
N8369172	07/09/20	0	Postage		07/22/20	432.32	.00	CHK			
				VENDOR TOTAL:		432.32					
VENDOR:	809		HOWARD INDUSTRIES, INC.								
244024	07/13/20	9058	Substation Project Regulator		07/22/20	13384.00	.00	ACH			
882709, 882710	07/14/20	8711	2 MVA Power Transformers		07/22/20	856171.00	.00	ACH			
				VENDOR TOTAL:		869555.00					
VENDOR:	1017		JBHM ARCHITECTS PA								
20003.00 - #4	07/14/20	0	Consulting		07/22/20	2796.50	.00	ACH			
				VENDOR TOTAL:		2796.50					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1106	LESLIE DEAN									
050	07/14/20	0	Maintenance		07/22/20	500.00	.00	ACH			
				VENDOR TOTAL:		500.00					
VENDOR:	1205	LOWE'S									
7/06/20	07/13/20	9344	Parts, supplies		07/22/20	197.28	.00	CHK			
				VENDOR TOTAL:		197.28					
VENDOR:	1239	LOLLEY REAL ESTATE									
JULY 2020	07/13/20	0	Storage Rental		07/22/20	900.00	.00	ACH			
				VENDOR TOTAL:		900.00					
VENDOR:	1335	VERIZON CONNECT NWF, INC									
OSV000002153343	07/13/20	0	Vehicle GPS Services-CITY206		07/22/20	841.88	.00	CHK			
				VENDOR TOTAL:		841.88					
VENDOR:	1400	NESCO									
2397109,2397846,	07/13/20	9323	Supplies		07/22/20	522.48	.00	ACH			
				VENDOR TOTAL:		522.48					
VENDOR:	1406	NORTHEAST EXTERMINATING									
7-7-20	07/13/20	9336	Monthly Pest Control		07/22/20	45.00	.00	ACH			
				VENDOR TOTAL:		45.00					
VENDOR:	1408	FUSION LLC									
201825479	07/13/20	0	Phone bill		07/22/20	337.67	.00	ACH			
				VENDOR TOTAL:		337.67					
VENDOR:	1421	NTG LLC									
10300	07/13/20	0	Internet phone hosting		07/22/20	650.00	.00	ACH			
				VENDOR TOTAL:		650.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1525	OKTIBBEHA CO. CO-OP										
582962,583667	07/13/20	9329	Parts		07/22/20	111.52		.00	ACH			
				VENDOR TOTAL:			111.52					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD										
7/03/20	07/13/20	0	Computer and Office Supplies		07/22/20	1977.68		.00	CHK			
				VENDOR TOTAL:			1977.68					
VENDOR:	1886	SEDC										
30137	07/13/20	0	Billing services		07/22/20	24250.98		.00	ACH			
				VENDOR TOTAL:			24250.98					
VENDOR:	1887	S & S LINE SERVICE INC										
2146-2147	07/09/20	0	ROW Clearing		07/22/20	5146.40		.00	ACH			
2912-2913	07/13/20	0	ROW Clearing		07/22/20	5832.80		.00	ACH			
				VENDOR TOTAL:			10979.20					
VENDOR:	1895	SOLOMON TRANSFORMERS, LLC										
1921,1921-1	07/13/20	9337	Pole Mount Transformers		07/22/20	18750.00		.00	CHK			
				VENDOR TOTAL:			18750.00					
VENDOR:	1917	RONNIE JONES CONST, INC.										
20201484	07/13/20	9328	Stock		07/22/20	2002.94		.00	ACH			
				VENDOR TOTAL:			2002.94					
VENDOR:	1925	SCOTT PETROLEUM CORP.										
1414918	07/13/20	9333	Fuel Tank Refills		07/22/20	42.00		.00	ACH			
				VENDOR TOTAL:			42.00					
VENDOR:	1931	STARKVILLE SANITATION DEPT										
JUNE 2020	07/09/20	0	Sanitation Collections		07/22/20	273385.45		.00	CHK			
				VENDOR TOTAL:			273385.45					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1933		STARKVILLE WATER DEPT								
JUNE 2020	07/09/20	0	Water-Sewer Collections		07/22/20	615418.26	.00	ACH			
				VENDOR TOTAL:		615418.26					
VENDOR:	1943		SOUTHERN TELECOMMUNICATIONS								
JUNE 2020	07/13/20	0	Phone bill		07/22/20	350.26	.00	CHK			
				VENDOR TOTAL:		350.26					
VENDOR:	1945		SULLIVAN'S								
781,160,927,970	07/13/20	0	Office supplies		07/22/20	383.97	.00	ACH			
				VENDOR TOTAL:		383.97					
VENDOR:	2021		TCC FACILITIES MANAGEMENT								
3999	07/07/20	0	Janitorial services		07/22/20	450.00	.00	ACH			
				VENDOR TOTAL:		450.00					
VENDOR:	2040		TVPPA EDUCATION & TRAIN.								
INV0021804	07/13/20	0	Safety training		07/22/20	500.00	.00	ACH			
				VENDOR TOTAL:		500.00					
VENDOR:	2116		UTILITECH								
2357	07/09/20	0	Product Development and Supp		07/22/20	500.00	.00	ACH			
				VENDOR TOTAL:		500.00					
VENDOR:	2120		YOUNG WELDING SUPPLY, INC.								
1287151	07/13/20	9345	Nitrogen Filled Tanks		07/22/20	92.33	.00	ACH			
				VENDOR TOTAL:		92.33					
VENDOR:	2210		VERIZON WIRELESS								
9857390324	07/07/20	0	AMI M2M Data Usage		07/22/20	1283.08	.00	CHK			
9857737317	07/07/20	0	Phone bill 2821-01		07/22/20	1174.08	.00	CHK			
				VENDOR TOTAL:		2457.16					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2305	WASTE PRO								
198202	07/13/20	9334 Commerical Dumpster		07/22/20	368.96	.00	ACH			
			VENDOR TOTAL:		368.96					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
60138	07/07/20	0 Water		07/22/20	24.60	.00	ACH			
CLR0720-274	07/13/20	0 Water		07/22/20	20.00	.00	ACH			
			VENDOR TOTAL:		44.60					
VENDOR:	2333	WILSON'S TREE SERVICE LLC.								
192375	07/13/20	9338 Stump Grinding on Garrad Roa		07/22/20	1552.00	.00	CHK			
			VENDOR TOTAL:		1552.00					
VENDOR:	9909869	PHILLIP QUINN								
7/13/20	07/14/20	0 Reimb medical expense		07/22/20	103.00	.00	ACH			
			VENDOR TOTAL:		103.00					
VENDOR:	99009746	SYNERGETICS DCS, INC								
INV-038633	07/07/20	9316 Barracuda Firewall		07/22/20	2280.00	.00	ACH			
			VENDOR TOTAL:		2280.00					
VENDOR:	99009971	SERVICEMASTER RESTORATION								
202457-0708	07/13/20	0 Janitorial cleaning		07/22/20	438.00	.00	ACH			
			VENDOR TOTAL:		438.00					
			GRAND TOTAL:		2656660.04					

AGENDA ITEM DEPT.: Finance & Admin

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 7-21-2020**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION:
Approval of the June 2020 financial statements of the City of Starkville, MS.

Budget Report

City of Starkville, MS

Group Summary

For Fiscal: 2019-2020 Period Ending: 06/30/2020

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,472,500.00	7,472,500.00	178,145.12	6,802,565.28	-669,934.72	91.03 %
206 - LIEU OF TAXES	790,500.00	835,000.00	2,179.53	706,423.68	-128,576.32	84.60 %
220 - LICENSES AND PERMITS	238,000.00	247,000.00	18,327.04	235,018.39	-11,981.61	95.15 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,073,613.00	729,394.18	7,498,821.60	-1,574,791.40	82.64 %
250 - GRANTS	975,247.00	1,049,247.00	210,262.38	719,773.97	-329,473.03	68.60 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	0.00	25,024.91	524.91	102.14 %
330 - FINES AND FORFEITS	563,000.00	513,000.00	32,022.34	324,347.21	-188,652.79	63.23 %
340 - MISCELLANEOUS	627,620.00	552,870.00	59,208.56	498,183.17	-54,686.83	90.11 %
360 - CHARGES FOR SERVICES	1,550.00	1,800.00	963.00	2,545.50	745.50	141.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	430,298.30	1,478,523.50	-1,676,476.50	46.86 %
631 - ODDFELLOWS	5,000.00	5,000.00	315.93	2,932.45	-2,067.55	58.65 %
Department: 000 - UNDESIGNATED Total:	**23,070,417.00**	**22,929,530.00**	**1,661,116.38**	**18,294,159.66**	**-4,635,370.34**	**79.78 %**
Revenue Total:	**23,070,417.00**	**22,929,530.00**	**1,661,116.38**	**18,294,159.66**	**-4,635,370.34**	**79.78 %**
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	197,633.15	13,650.77	151,052.24	46,580.91	76.43 %
600 - CONTRACTUAL SERVICES	17,500.00	11,050.00	505.39	6,643.39	4,406.61	60.12 %
Department: 100 - BOARD OF ALDERMEN Total:	**224,560.00**	**208,683.15**	**14,156.16**	**157,695.63**	**50,987.52**	**75.57 %**
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	310,928.24	19,964.78	243,269.71	67,658.53	78.24 %
500 - SUPPLIES	12,500.00	12,500.00	1,110.89	13,200.67	-700.67	105.61 %
600 - CONTRACTUAL SERVICES	20,700.00	20,700.00	892.75	19,496.37	1,203.63	94.19 %
900 - CAPITAL OUTLAY	15,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	**369,445.00**	**345,628.24**	**21,968.42**	**275,966.75**	**69,661.49**	**79.84 %**
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	110.74	1,226.97	273.03	81.80 %
Department: 111 - YOUTH COURT Total:	**1,500.00**	**1,500.00**	**110.74**	**1,226.97**	**273.03**	**81.80 %**
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	147,094.94	10,140.68	114,240.40	32,854.54	77.66 %
500 - SUPPLIES	2,100.00	2,100.00	0.00	210.15	1,889.85	10.01 %
600 - CONTRACTUAL SERVICES	122,900.00	122,900.00	14,761.88	206,124.08	-83,224.08	167.72 %
900 - CAPITAL OUTLAY	0.00	1,500.00	0.00	1,345.00	155.00	89.67 %
Department: 120 - MAYORS OFFICE Total:	**279,110.00**	**273,594.94**	**24,902.56**	**321,919.63**	**-48,324.69**	**117.66 %**
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	273,731.12	16,613.10	219,324.65	54,406.47	80.12 %
500 - SUPPLIES	2,000.00	500.00	0.00	15.00	485.00	3.00 %
600 - CONTRACTUAL SERVICES	83,000.00	93,979.00	8,157.73	99,341.43	-5,362.43	105.71 %
900 - CAPITAL OUTLAY	65,000.00	79,172.00	28,498.85	47,128.85	32,043.15	59.53 %
Department: 123 - IT Total:	**443,480.00**	**447,382.12**	**53,269.68**	**365,809.93**	**81,572.19**	**81.77 %**
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 130 - ELECTIONS Total:	**500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	383,334.94	26,421.82	283,954.82	99,380.12	74.07 %
600 - CONTRACTUAL SERVICES	86,000.00	86,000.00	0.00	50,350.00	35,650.00	58.55 %
Department: 142 - CITY CLERKS OFFICE Total:	**486,440.00**	**469,334.94**	**26,421.82**	**334,304.82**	**135,030.12**	**71.23 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	3,000.00	2,000.00	0.00	1,339.79	660.21	66.99 %
500 - SUPPLIES	12,072.00	9,572.00	856.21	6,706.47	2,865.53	70.06 %
600 - CONTRACTUAL SERVICES	31,000.00	27,500.00	839.16	14,115.41	13,384.59	51.33 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	2,900.00	100.00	96.67 %
Department: 145 - OTHER ADMINISTRATIVE Total:	**49,072.00**	**42,072.00**	**1,695.37**	**25,061.67**	**17,010.33**	**59.57 %**
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	350.00	7,247.50	-247.50	103.54 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	**7,000.00**	**7,000.00**	**350.00**	**7,247.50**	**-247.50**	**103.54 %**
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	53,870.00	16,080.00	77.01 %
Department: 160 - ATTORNEY AND STAFF Total:	**69,950.00**	**69,950.00**	**5,387.00**	**53,870.00**	**16,080.00**	**77.01 %**
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	163,000.00	14,207.13	157,874.00	5,126.00	96.86 %
Department: 169 - LEGAL Total:	**163,000.00**	**163,000.00**	**14,207.13**	**157,874.00**	**5,126.00**	**96.86 %**
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	209,043.30	12,239.86	163,038.93	46,004.37	77.99 %
500 - SUPPLIES	5,000.00	4,500.00	0.00	1,537.91	2,962.09	34.18 %
600 - CONTRACTUAL SERVICES	40,750.00	37,700.00	-16,227.47	16,840.23	20,859.77	44.67 %
Department: 180 - HUMAN RESOURCES Total:	**271,675.00**	**251,243.30**	**-3,987.61**	**181,417.07**	**69,826.23**	**72.21 %**
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	242,468.05	13,520.06	188,184.48	54,283.57	77.61 %
500 - SUPPLIES	3,150.00	1,600.00	30.75	436.55	1,163.45	27.28 %
600 - CONTRACTUAL SERVICES	79,300.00	66,750.00	1,867.75	32,626.52	34,123.48	48.88 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	21,545.38	3,454.62	86.18 %
Department: 190 - CITY PLANNER Total:	**370,465.00**	**335,818.05**	**15,418.56**	**242,792.93**	**93,025.12**	**72.30 %**
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	9,252.00	85,562.15	32,687.85	72.36 %
Department: 191 - EXTERNAL SERVICE Total:	**118,250.00**	**118,250.00**	**9,252.00**	**85,562.15**	**32,687.85**	**72.36 %**
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	6,000.00	1,249.53	7,575.81	-1,575.81	126.26 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	12,642.34	66,918.81	20,581.19	76.48 %
800 - DEBT SERVICE	3,590.00	3,590.00	0.00	2,689.50	900.50	74.92 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	**97,090.00**	**97,090.00**	**13,891.87**	**77,184.12**	**19,905.88**	**79.50 %**
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	23,499.00	1,501.00	94.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	6,250.00	52,696.00	14,232.00	78.74 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	20,000.00	12,000.00	62.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	**125,928.00**	**125,928.00**	**6,250.00**	**96,195.00**	**29,733.00**	**76.39 %**
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	25,500.00	1,500.00	22,553.00	2,947.00	88.44 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	15,300.00	4,700.00	76.50 %
990 - TRANSFERS	0.00	0.00	0.00	8,500.00	-8,500.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	**45,500.00**	**45,500.00**	**3,200.00**	**46,353.00**	**-853.00**	**101.87 %**
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	266,426.74	21,490.03	196,140.50	70,286.24	73.62 %
500 - SUPPLIES	3,400.00	3,400.00	289.55	2,961.22	438.78	87.09 %
600 - CONTRACTUAL SERVICES	17,500.00	13,250.00	415.70	10,393.27	2,856.73	78.44 %
800 - DEBT SERVICE	5,244.00	5,244.00	436.95	3,932.55	1,311.45	74.99 %
900 - CAPITAL OUTLAY	3,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 197 - ENGINEERING Total:	**274,309.00**	**288,320.74**	**22,632.23**	**213,427.54**	**74,893.20**	**74.02 %**
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	118,050.00	112,327.08	7,809.58	94,701.24	17,625.84	84.31 %

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 200 - POLICE ADMINISTRATION Total:	**118,050.00**	**112,327.08**	**7,809.58**	**94,701.24**	**17,625.84**	**84.31 %**
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,985,188.00	3,960,574.25	284,293.63	2,933,852.67	1,026,721.58	74.08 %
500 - SUPPLIES	446,000.00	416,000.00	33,952.99	282,466.59	133,533.41	67.90 %
600 - CONTRACTUAL SERVICES	484,700.00	486,700.00	28,352.87	366,085.71	120,614.29	75.22 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	5,578.00	0.00	20,599.12	-15,021.12	369.29 %
800 - DEBT SERVICE	107,000.00	107,000.00	0.00	82,670.84	24,329.16	77.26 %
900 - CAPITAL OUTLAY	50,000.00	65,829.00	15,829.00	65,446.96	382.04	99.42 %
Department: 201 - POLICE DEPARTMENT Total:	**5,078,466.00**	**5,041,681.25**	**362,428.49**	**3,751,121.89**	**1,290,559.36**	**74.40 %**
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	20,136.08	216,159.76	102,140.24	67.91 %
600 - CONTRACTUAL SERVICES	1,000.00	500.00	0.00	0.00	500.00	0.00 %
Department: 245 - DISPATCHERS Total:	**319,300.00**	**318,800.00**	**20,136.08**	**216,159.76**	**102,640.24**	**67.80 %**
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	6,251.68	71,384.12	48,695.88	59.45 %
Department: 254 - DUI GRANT Total:	**120,080.00**	**120,080.00**	**6,251.68**	**71,384.12**	**48,695.88**	**59.45 %**
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	106,680.00	101,227.14	6,674.06	78,637.92	22,589.22	77.68 %
Department: 260 - FIRE ADMINISTRATION Total:	**106,680.00**	**101,227.14**	**6,674.06**	**78,637.92**	**22,589.22**	**77.68 %**
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,940,465.00	3,984,612.00	296,096.95	3,040,605.68	944,006.32	76.31 %
500 - SUPPLIES	102,350.00	90,500.00	7,174.65	67,543.00	22,957.00	74.63 %
600 - CONTRACTUAL SERVICES	324,100.00	288,450.00	24,347.64	216,507.04	71,942.96	75.06 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	43,113.00	0.00	37,167.21	5,945.79	86.21 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	60,000.00	0.00	40,846.42	19,153.58	68.08 %
Department: 261 - FIRE DEPARTMENT Total:	**4,531,915.00**	**4,566,675.00**	**327,619.24**	**3,402,669.35**	**1,164,005.65**	**74.51 %**
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	235,475.40	12,553.12	173,119.30	62,356.10	73.52 %
500 - SUPPLIES	5,750.00	5,450.00	760.00	2,988.92	2,461.08	54.84 %
600 - CONTRACTUAL SERVICES	25,150.00	17,625.00	1,094.09	11,187.74	6,437.26	63.48 %
800 - DEBT SERVICE	5,244.00	5,669.00	436.95	7,994.92	-2,325.92	141.03 %
Department: 281 - BUILDING/CODES OFFICE Total:	**279,874.00**	**264,219.40**	**14,844.16**	**195,290.88**	**68,928.52**	**73.91 %**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	366.69	6,578.13	10,421.87	38.69 %
900 - CAPITAL OUTLAY	0.00	10,408.00	10,408.00	10,408.00	0.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**17,000.00**	**27,408.00**	**10,774.69**	**16,986.13**	**10,421.87**	**61.98 %**
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	652,649.65	40,744.05	461,072.57	191,577.08	70.65 %
500 - SUPPLIES	192,500.00	167,500.00	16,700.88	129,784.20	37,715.80	77.48 %
600 - CONTRACTUAL SERVICES	588,375.00	573,875.00	45,168.50	441,403.26	132,471.74	76.92 %
800 - DEBT SERVICE	31,213.00	71,213.00	0.00	27,471.26	43,741.74	38.58 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	3,736.04	6,263.96	37.36 %
Department: 301 - STREET DEPARTMENT Total:	**1,608,103.00**	**1,475,237.65**	**102,613.43**	**1,063,467.33**	**411,770.32**	**72.09 %**
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	89,730.00	3,502.10	62,818.17	26,911.83	70.01 %
500 - SUPPLIES	3,000.00	3,000.00	61.78	2,318.26	681.74	77.28 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	388.19	4,005.51	1,494.49	72.83 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	93,750.00	31,250.00	75.00 %
Department: 360 - ANIMAL CONTROL Total:	**229,530.00**	**223,230.00**	**3,952.07**	**162,891.94**	**60,338.06**	**72.97 %**
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	15,000.00	5,000.00	75.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	**20,000.00**	**20,000.00**	**0.00**	**15,000.00**	**5,000.00**	**75.00 %**
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	702,007.00	37,260.62	549,571.71	152,435.29	78.29 %

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	220,000.00	194,725.00	2,285.68	88,042.80	106,682.20	45.21 %
600 - CONTRACTUAL SERVICES	627,350.00	549,850.00	26,838.88	371,580.98	178,269.02	67.58 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	6,500.00	-6,500.00	0.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	13,467.00	4,489.00	75.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	300.00	21,499.60	-18,999.60	859.98 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	**1,771,086.00**	**1,467,038.00**	**71,174.18**	**1,050,662.09**	**416,375.91**	**71.62 %**
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	0.00	0.00	27.38	-27.38	0.00 %
600 - CONTRACTUAL SERVICES	0.00	40,000.00	0.00	6,239.80	33,760.20	15.60 %
Department: 552 - PARK AND REC ACTIVITIES Total:	**0.00**	**40,000.00**	**0.00**	**6,267.18**	**33,732.82**	**15.67 %**
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	2,605.11	12,394.89	17.37 %
900 - CAPITAL OUTLAY	1,073,067.00	1,527,067.00	31,066.83	864,714.54	662,352.46	56.63 %
Department: 600 - CAPITAL PROJECTS Total:	**1,088,067.00**	**1,542,067.00**	**31,066.83**	**867,319.65**	**674,747.35**	**56.24 %**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	210,000.00	210,000.00	0.00	157,500.00	52,500.00	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**274,000.00**	**274,000.00**	**0.00**	**218,000.00**	**56,000.00**	**79.56 %**
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,383,492.00	149,300.00	1,574,528.89	808,963.11	66.06 %
Department: 800 - DEBT SERVICE Total:	**2,213,492.00**	**2,383,492.00**	**149,300.00**	**1,574,528.89**	**808,963.11**	**66.06 %**
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,661,752.00	0.00	17,395.54	1,644,356.46	1.05 %
Department: 900 - INTERFUND TRANSACTIONS Total:	**1,897,500.00**	**1,661,752.00**	**0.00**	**17,395.54**	**1,644,356.46**	**1.05 %**
Expense Total:	**23,070,417.00**	**22,929,530.00**	**1,343,770.42**	**15,446,392.62**	**7,483,137.38**	**67.36 %**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**317,345.96**	**2,847,767.04**	**2,847,767.04**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	825.00	8,179.75	-1,820.25	81.80 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**35,000.00**	**35,000.00**	**825.00**	**8,179.75**	**-26,820.25**	**23.37 %**
Revenue Total:	**35,000.00**	**35,000.00**	**825.00**	**8,179.75**	**-26,820.25**	**23.37 %**
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	163.93	4,836.07	3.28 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	**35,000.00**	**35,000.00**	**0.00**	**163.93**	**34,836.07**	**0.47 %**
Expense Total:	**35,000.00**	**35,000.00**	**0.00**	**163.93**	**34,836.07**	**0.47 %**
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	**0.00**	**0.00**	**825.00**	**8,015.82**	**8,015.82**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**449,000.00**	**449,000.00**	**0.00**	**0.00**	**-449,000.00**	**0.00 %**
Revenue Total:	**449,000.00**	**449,000.00**	**0.00**	**0.00**	**-449,000.00**	**0.00 %**
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	173.00	827.00	17.30 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	8,101.71	17,898.29	31.16 %
800 - DEBT SERVICE	266,364.00	266,364.00	41,733.92	224,629.96	41,734.04	84.33 %
900 - CAPITAL OUTLAY	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	**449,000.00**	**449,000.00**	**41,733.92**	**232,904.67**	**216,095.33**	**51.87 %**
Expense Total:	**449,000.00**	**449,000.00**	**41,733.92**	**232,904.67**	**216,095.33**	**51.87 %**
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	**0.00**	**0.00**	**-41,733.92**	**-232,904.67**	**-232,904.67**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	54,987.00	-15,964.00	77.50 %
340 - MISCELLANEOUS	50,250.00	50,250.00	2,722.49	20,523.81	-29,726.19	40.84 %
360 - CHARGES FOR SERVICES	673,608.00	569,840.25	29,246.88	382,131.09	-187,709.16	67.06 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**1,350,809.00**	**1,247,041.25**	**31,969.37**	**457,641.90**	**-789,399.35**	**36.70 %**
Revenue Total:	**1,350,809.00**	**1,247,041.25**	**31,969.37**	**457,641.90**	**-789,399.35**	**36.70 %**
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	170,652.25	9,898.51	97,499.11	73,153.14	57.13 %
500 - SUPPLIES	472,700.00	372,700.00	22,246.33	221,723.01	150,976.99	59.49 %
600 - CONTRACTUAL SERVICES	104,850.00	117,350.00	11,412.98	71,553.39	45,796.61	60.97 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	0.00	587.67	34,820.33	1.66 %
900 - CAPITAL OUTLAY	564,431.00	550,931.00	0.00	0.00	550,931.00	0.00 %
Department: 505 - AIRPORT Total:	**1,350,809.00**	**1,247,041.25**	**43,557.82**	**391,363.18**	**855,678.07**	**31.38 %**
Expense Total:	**1,350,809.00**	**1,247,041.25**	**43,557.82**	**391,363.18**	**855,678.07**	**31.38 %**
Fund: 015 - AIRPORT FUND Surplus (Deficit):	**0.00**	**0.00**	**-11,588.45**	**66,278.72**	**66,278.72**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Department: 000 - UNDESIGNATED Total:	**148,133.00**	**98,836.00**	**0.00**	**31,982.80**	**-66,853.20**	**32.36 %**
Revenue Total:	**148,133.00**	**98,836.00**	**0.00**	**31,982.80**	**-66,853.20**	**32.36 %**
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	103,574.00	54,277.00	0.00	28,795.56	25,481.44	53.05 %
Department: 515 - RESTRICTED PROJECTS Total:	**148,133.00**	**98,836.00**	**0.00**	**28,795.56**	**70,040.44**	**29.13 %**
Expense Total:	**148,133.00**	**98,836.00**	**0.00**	**28,795.56**	**70,040.44**	**29.13 %**
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**3,187.24**	**3,187.24**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,804,000.00	2,737,000.00	229,352.91	2,142,311.55	-594,688.45	78.27 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	330,000.00	330,000.00	0.00	2,709.00	-327,291.00	0.82 %
Department: 000 - UNDESIGNATED Total:	**3,134,000.00**	**3,067,000.00**	**229,352.91**	**2,145,020.55**	**-921,979.45**	**69.94 %**
Revenue Total:	**3,134,000.00**	**3,067,000.00**	**229,352.91**	**2,145,020.55**	**-921,979.45**	**69.94 %**
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,488,285.00	89,780.50	1,095,124.40	393,160.60	73.58 %
500 - SUPPLIES	297,000.00	289,500.00	10,775.38	233,552.42	55,947.58	80.67 %
600 - CONTRACTUAL SERVICES	810,750.00	807,050.00	96,784.87	635,397.21	171,652.79	78.73 %
800 - DEBT SERVICE	173,868.00	224,203.00	-7,190.55	249,756.27	-25,553.27	111.40 %
900 - CAPITAL OUTLAY	308,297.00	257,962.00	0.00	23,859.30	234,102.70	9.25 %
Department: 322 - SANITATION DEPARTMENT Total:	**3,134,000.00**	**3,067,000.00**	**190,150.20**	**2,237,689.60**	**829,310.40**	**72.96 %**
Expense Total:	**3,134,000.00**	**3,067,000.00**	**190,150.20**	**2,237,689.60**	**829,310.40**	**72.96 %**
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	**0.00**	**0.00**	**39,202.71**	**-92,669.05**	**-92,669.05**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	851.25	851.25	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	17,414.01	202,451.54	-47,548.46	80.98 %
Department: 000 - UNDESIGNATED Total:	**250,000.00**	**250,000.00**	**17,414.01**	**203,302.79**	**-46,697.21**	**81.32 %**
Revenue Total:	**250,000.00**	**250,000.00**	**17,414.01**	**203,302.79**	**-46,697.21**	**81.32 %**
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Department: 323 - LANDFILL Total:	**250,000.00**	**250,000.00**	**0.00**	**851.25**	**249,148.75**	**0.34 %**
Expense Total:	**250,000.00**	**250,000.00**	**0.00**	**851.25**	**249,148.75**	**0.34 %**
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	**0.00**	**0.00**	**17,414.01**	**202,451.54**	**202,451.54**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	45,000.00	45,000.00	2,821.55	27,606.00	-17,394.00	61.35 %
Department: 000 - UNDESIGNATED Total:	**45,000.00**	**45,000.00**	**2,821.55**	**27,606.00**	**-17,394.00**	**61.35 %**
Revenue Total:	**45,000.00**	**45,000.00**	**2,821.55**	**27,606.00**	**-17,394.00**	**61.35 %**
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	35,623.62	51,466.25	-6,466.25	114.37 %
Department: 112 - COMPUTER ASSESMENTS Total:	**45,000.00**	**45,000.00**	**35,623.62**	**51,466.25**	**-6,466.25**	**114.37 %**
Expense Total:	**45,000.00**	**45,000.00**	**35,623.62**	**51,466.25**	**-6,466.25**	**114.37 %**
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	**0.00**	**0.00**	**-32,802.07**	**-23,860.25**	**-23,860.25**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	2,602.01	32,364.27	22,364.27	323.64 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**2,010,000.00**	**2,010,000.00**	**2,602.01**	**32,364.27**	**-1,977,635.73**	**1.61 %**
Revenue Total:	**2,010,000.00**	**2,010,000.00**	**2,602.01**	**32,364.27**	**-1,977,635.73**	**1.61 %**
Expense						
Department: 331 - INDUSTRIAL PARK						
990 - TRANSFERS	0.00	0.00	252,298.30	252,298.30	-252,298.30	0.00 %
Department: 331 - INDUSTRIAL PARK Total:	**0.00**	**0.00**	**252,298.30**	**252,298.30**	**-252,298.30**	**0.00 %**
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	25,600.56	792,655.23	1,217,344.77	39.44 %
Department: 600 - CAPITAL PROJECTS Total:	**2,010,000.00**	**2,010,000.00**	**25,600.56**	**792,655.23**	**1,217,344.77**	**39.44 %**
Expense Total:	**2,010,000.00**	**2,010,000.00**	**277,898.86**	**1,044,953.53**	**965,046.47**	**51.99 %**
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	**0.00**	**0.00**	**-275,296.85**	**-1,012,589.26**	**-1,012,589.26**	**0.00 %**

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

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	4,143.43	35,820.86	25,820.86	358.21 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,240,000.00	1,240,000.00	0.00	2,881,040.26	1,641,040.26	232.34 %
Department: 000 - UNDESIGNATED Total:	**1,250,000.00**	**1,250,000.00**	**4,143.43**	**2,916,861.12**	**1,666,861.12**	**233.35 %**
Revenue Total:	**1,250,000.00**	**1,250,000.00**	**4,143.43**	**2,916,861.12**	**1,666,861.12**	**233.35 %**
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	1,245,000.00	1,245,000.00	31,722.50	273,263.57	971,736.43	21.95 %
Department: 600 - CAPITAL PROJECTS Total:	**1,250,000.00**	**1,250,000.00**	**31,722.50**	**273,263.57**	**976,736.43**	**21.86 %**
Expense Total:	**1,250,000.00**	**1,250,000.00**	**31,722.50**	**273,263.57**	**976,736.43**	**21.86 %**
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	**0.00**	**0.00**	**-27,579.07**	**2,643,597.55**	**2,643,597.55**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	120,503.17	1,454,976.55	-395,023.45	78.65 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**2,525,000.00**	**2,525,000.00**	**120,503.17**	**1,454,976.55**	**-1,070,023.45**	**57.62 %**
Revenue Total:	**2,525,000.00**	**2,525,000.00**	**120,503.17**	**1,454,976.55**	**-1,070,023.45**	**57.62 %**
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	418,715.00	418,715.00	0.00	433,507.00	-14,792.00	103.53 %
900 - CAPITAL OUTLAY	1,106,285.00	1,106,285.00	0.00	0.00	1,106,285.00	0.00 %
950 - TRANSFERS	250,000.00	250,000.00	62,500.00	187,500.00	62,500.00	75.00 %
Department: 551 - PARK & REC TOURISM Total:	**1,775,000.00**	**1,775,000.00**	**62,500.00**	**621,007.00**	**1,153,993.00**	**34.99 %**
Expense Total:	**1,775,000.00**	**1,775,000.00**	**62,500.00**	**621,007.00**	**1,153,993.00**	**34.99 %**
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	**750,000.00**	**750,000.00**	**58,003.17**	**833,969.55**	**83,969.55**	**111.20 %**
Report Surplus (Deficit):	**750,000.00**	**750,000.00**	**43,790.49**	**5,243,244.23**	**4,493,244.23**	**699.10 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	317,345.96	2,847,767.04	2,847,767.04
002 - RESTRICTED POLICE FUND	0.00	0.00	825.00	8,015.82	8,015.82
003 - RESTRICTED FIRE FUND	0.00	0.00	-41,733.92	-232,904.67	-232,904.67
015 - AIRPORT FUND	0.00	0.00	-11,588.45	66,278.72	66,278.72
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	3,187.24	3,187.24
022 - ENVIRONMENTAL SERVICES	0.00	0.00	39,202.71	-92,669.05	-92,669.05
023 - LANDFILL ACCOUNT	0.00	0.00	17,414.01	202,451.54	202,451.54
107 - COMPUTER ASSESSMENTS	0.00	0.00	-32,802.07	-23,860.25	-23,860.25
303 - INDUSTRIAL PARK BOND	0.00	0.00	-275,296.85	-1,012,589.26	-1,012,589.26
311 - PARKING MILL PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-27,579.07	2,643,597.55	2,643,597.55
375 - PARK AND REC TOURISM	750,000.00	750,000.00	58,003.17	833,969.55	83,969.55
Report Surplus (Deficit):	**750,000.00**	**750,000.00**	**43,790.49**	**5,243,244.23**	**4,493,244.23**

Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of June 30, 2020

**PRELIMINARY

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	$ 41,465,000	$ 3,258,231	$ 27,144,445	(14,320,555)	65.46%
Other Revenue	1,742,000	124,500	1,339,656	(402,344)	76.90%
Total Revenue	**$ 43,207,000**	**$ 3,382,731**	**$ 28,484,101**	**(14,722,899)**	**65.92%**
Expenses					
Purchased Power Expense	$ 32,700,000	$ 2,929,602	$ 21,016,736	11,683,264	64.27%
Payroll Expenses	2,384,863	188,100	1,823,025	561,838	76.44%
Operating Expenses	1,021,500	105,000	641,667	379,833	62.82%
Maintenance Expense	1,295,500	25,200	771,333	524,167	59.54%
Capital Expense	4,362,099	174,013	2,754,938	1,607,161	63.16%
Debt Expense	490,925	-	490,925	-	100.00%
Tax Equivalency	1,365,000	113,750	1,023,750	341,250	75.00%
Total Expenses	**$ 43,619,887**	**$ 3,535,665**	**$ 28,522,374**	**15,097,513**	**65.39%**
Total Revenue Over Expenses	**$ (412,887)**	**$ (152,933)**	**$ (38,272)**	**$ 374,615**	**9.27%**

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

Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Report
As of June 30, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Water & Sewer Sales Revenues	$ 6,700,000	$ 517,965	$ 4,657,628	(2,042,372)	69.52%
Other Revenues	2,079,761	48,505	882,602	(1,197,159)	42.44%
Total Revenues	**$ 8,779,761**	**$ 566,470**	**$ 5,540,230**	**(3,239,531)**	**63.10%**
Expenses					
Payroll Expense	$ 1,796,908	$ 133,700	$ 1,332,798	464,110	74.17%
Operating Expense	1,407,500	106,936	936,119	471,381	66.51%
Maintenance Expense	2,112,255	91,508	1,580,446	531,809	74.82%
Capital Expense	2,129,250	180,100	851,838	1,277,412	40.01%
Debt Expense	1,496,575	79,679	1,151,969	344,606	76.97%
Total Expenses	**$ 8,942,488**	**$ 591,923**	**$ 5,853,170**	**3,089,318**	**65.45%**
Total Revenues Over Expenses	**$ (162,727)**	**$ (25,453)**	**$ (312,940)**	**$ (150,213)**	**192.31%**

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

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 21, 2020**

SUBJECT:

Request authorization to hire Jonathan Lindsey, Dylan Rockwell and Marquandric Starks as Entry Level Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Jonathan Lindsey - Grade 5, Base Salary of $28,938.00 ($10.50 per hour) for entry level, based on 2756 hours.

Dylan Rockwell - Grade 5, Base Salary of $28,938.00 ($10.50 per hour) for entry level, based on 2756 hours.

Marquandric Starks- Grade 5, Base Salary of $28,938.00 ($10.50 per hour) for entry level, based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These positions are replacing Josh Kennedy, Tiberias Lampkin and Sametrius Moore who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jonathan Lindsey, Dylan Rockwell and Marquandric Starks as Entry Level Firefighters in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 21, 2020**

SUBJECT:

Request authorization to hire Quintin Alexander as an Entry Level Police Officers in the Starkville Police Department. Request authorization to hire Moultrie B. Lacey as a Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

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

Moultrie B. Lacey - Grade 9, non-exempt salary for Certified Police Officers $36,335.00 ($16.25 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

Quintin Alexander and Moultrie B. Lacey are filling replacement positions previously held by Dontavious Lee and Michael Rounds.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Request authorization to hire Quintin Alexander as an Entry Level Police Officers in the Starkville Police Department. Request authorization to hire Moultrie B. Lacey as a Certified Police Officer in the Starkville Police Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 21, 2020**

SUBJECT:

Request authorization to hire Thomas Davis as a Sewer Operator in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 7, Non-Exempt Annual Salary of $37,440.00 ($18.00 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This position was previously held by Tyrone Blair who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Thomas Davis as a Sewer Operator in the Starkville Utilities Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 21, 2020**
Page: 1

SUBJECT:

Request authorization to hire Malcom Collins as a Sewer Maintenance Worker in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 7, Non-Exempt Annual Salary of $28,080.00 ($13.50 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This position was previously held by Corey Braxton who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Malcom Collins as a Sewer Maintenance Worker in the Starkville Utilities Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 21, 2020**

SUBJECT:

Request authorization to hire Luke Burnett as a Sewer Inspector in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 7, Non-Exempt Annual Salary of $38,480.00 ($18.50 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This position was previously held by James Merritt who has transitioned back to the Water Department.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Luke Burnett as a Sewer Inspector in the Starkville Utilities Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: July 21, 2020

SUBJECT:

Request authorization to hire two part-time Customer Service Representives in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid only for actual hours worked, not to exceed twenty (20) hours per week at $11.00 per hour. These position will not be eligible for benefits.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
44% of pay – Acct: 903.00 Electric Expense.
46% of pay – Acct: 146.10 Due from Water Dept.
10% of pay – Acct: 146.20 Due from Sanitation Dept.

AUTHORIZATION HISTORY:

These position was previously held by Destin Gladney and Arlie Brandon who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire two part-time Customer Service Representives in the Starkville Utilities Department.

AGENDA ITEM DEPT: IT

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 7/21/2020
PAGE: l of1

SUBJECT: Request approval of an agreement (with addendum) with SecuraMax required to participate in a 30 day test and evaluation of a new police body camera system.

AMOUNT & SOURCE OF FUNDING: There are no costs associated with this item.

FISCAL NOTE:

REQUESTING DEPARTMENT: Information Technology/Police

DIRECTOR'S AUTHORIZATION: JCC

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: The City is evaluating new police body camera systems. In order to gain access to all functionality during the evaluation(cloud storage and software), an agreement with the vendor is required.

STAFF RECOMMENDATION: Staff recommends approval.

Contract No. 202006120322

SecuraMax™
SERVICE CONTRACT

This is a Service Contract (the "Service Contract") between City of Starkville _
("LICENSEE") at Address
and Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION"). This Service Contract provides a start date and term of agreement, the initial fee structure, identification of the services to be provided, and identification of the devices ("PRO-VISION Devices") for which the services are associated, wherein the identified services are to be provided under the terms and conditions specified herein and in a Software Service and Hosting Agreement to which the LICENSEE will agree to in order to use the Software Service as specified therein. This Service Contract is voidable at the sole option of PRO-VISION unless and until LICENSEE executes the Software Service and Hosting Agreement.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this Service Contract on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

LICENSEE will accept and be bound by the terms and conditions offered by PRO-VISION, which are set forth in the Software Service and Hosting Agreement. Each end user of LICENSEE will be required to agree to End User Terms and Conditions. Further, LICENSEE will need to agree to separate Uploader Licenses for the uploader software. The terms of deployment will be established in a separate Remote Deployment Agreement.

Various details referenced in the Software Service and Hosting Agreement are set forth below.

LICENSEE INFORMATION:

COMPANY / ORGANIZATION NAME: City of Starkville	BUSINESS TAX ID *(TIN/EIN/FEIN)*: exempt	
CONTACT NAME: Scott Grice	CONTACT TITLE: Principal Systems Adminstrator	
BILLING ADDRESS: 110 West Main Street		
CITY: Starkville	STATE: MS	ZIP: 39759

Contract No. 202006120322

PRO-VISION DEVICE(S):

MODEL: **BC-300**	QUANTITY: **1**
MODEL: **PV-DVR**	QUANTITY: **1**

RECURRING ITEMS:

Items listed in this section are billed on a reccuring monthly basis.

PART NUMBER	PART DESCRIPTION	QUANTITY	MONTHLY UNIT PRICE	SUB TOTAL	SEE NOTE
SMX-M2M-100	SecuraMax-Month to Month Plan [100GB]	2	0	0	
				0	
			TOTAL	**0**	

FIXED COST ITEMS:

Items listed in this section have a one-time unit cost, monthly billing will not occur.

PART NUMBER	PART DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL	SEE NOTE
				0	
				0	
				0	
			TOTAL	**0**	

The above fees are subject to change. Although monthly fees are listed above, LICENSEE will be responsible for payment of such fees for the entire Subscription Term and, in the event of early termination, the full amount of fees remaining shall become immediately due and payable. Fee payment will be made monthly by LICENSEE by ACH or credit card only. Terms and conditions as to how the monthly fees are to be paid are set forth in the Software Service and Hosting Agreement to which LICENSEE hereby acknowledges and agrees. All capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to them in the Self-Hosted Software Service Agreement.

As set forth in the Self-Hosted Software Service Agreement, LICENSEE will be charged for data storage overages at the then-existing rates.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:

SIGNATURE

NAME

DATE

LICENSEE:

SIGNATURE

Scott Grice

NAME

DATE

SOFTWARE SERVICE AND HOSTING AGREEMENT

This is a Software Service and Hosting Agreement (the “Agreement”) under which LICENSEE may use the Software Service. This Agreement supplements the terms set forth in a previously-agreed upon Service Contract, Number 202006120322 between LICENSEE and PRO-VISION (“the Service Contract”), including any Protection Plan listed in the Service Contract (“Protection Plan”).

By clicking ACCEPT, you represent that you are authorized to enter into this Agreement on behalf of the Licensee “LICENSEE” listed in the Licensee field of the Service Contract and hereby agree to the following terms and conditions of use of this website (“Software Service”) of behalf of the LICENSEE. The licensor of this website is Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, (“PRO-VISION”).

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

1.1 “**Documentation**” means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.

1.2 “Intellectual Property” shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.3 “LICENSEE’S Data” is data originating from LICENSEE that is stored using the Software Service on behalf of LICENSEE, and includes media files such as text, videos, photos, and audio .

1.4 “PRO-VISION Device” means any device provided by PRO-VISION and listed in the Service Contract, from which the Software Service uploads LICENSEE’S Data, and any replacement of such device that is provided by PRO-VISION under PRO-VISION’s Limited Warranty or the Protection Plan.

1.5 “**Software Service**” means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to LICENSEE by PRO-VISION under this Agreement.

1.6 “Start Date” shall mean the Start Date listed in Start Date field of the Service Contract.

1.7 “Subscription Term” shall mean the period of time beginning on the Start Date and ending after the number of years (3 or 5 years) set forth in the Subscription Term field of the Service Contract, unless renewed as provided in this Agreement. Subscription Term includes any Renewal Term.

1.8 “Trial Term” shall mean the length of the trial period and begins on the Start Date and ends after the period of time set forth in the Trial Term field (if any) of the Service Contract.

2. SOFTWARE SERVICE LICENSE

2.1 Grant of Software Service License. Subject to the terms and conditions of this Agreement and payment of the Software Service Fees, PRO-VISION grants and LICENSEE accepts a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for its own purposes for the Term as set forth herein. LICENSEE shall be responsible for maintaining its computer equipment and Internet access needed so as to enjoy the Software Service.

SOFTWARE SERVICE AND HOSTING AGREEMENT

2.2 License Restrictions.

(a) LICENSEE will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
(b) Unless specifically agreed otherwise by PRO-VISION in writing, LICENSEE will not use the Software Service in any manner to provide computer services to third parties;
(c) LICENSEE will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
(d) Except as may be permitted by law, LICENSEE will not reverse engineer the Software Service; and
(e) LICENSEE will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 Ownership.

2.3.1 The Software Service. PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. LICENSEE does not acquire any rights, express or implied, in the Software Service, other than those specified in this Agreement.

2.3.2 LICENSEE'S Data. LICENSEE shall own all right, title, and interest in and to LICENSEE'S Data. PRO-VISION does not acquire any rights, express or implied, in LICENSEE'S Data. LICENSEE is solely responsible for controlling access to LICENSEE'S Data and is solely responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of LICENSEE'S Data. PRO-VISION does not view the content of LICENSEE'S Data.

2.4 Storage and Access.

2.4.1 Location.

PRO-VISION may store LICENSEE'S Data at any location within the United States. LICENSEE agrees to allow PRO-VISION to transfer LICENSEE'S Data to third parties contracted by PRO-VISION for purposes of storage of LICENSEE'S Data.

2.4.2 Storage Space.

(a) PRO-VISION agrees to provide the storage space set forth in the Service Contract for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested storage space and particular time period.

(b) The requested storage space provided with each PRO-VISION Device may be pooled with the requested storage space for all PRO-VISION Devices. However, such storage space may only be used for data uploaded from such PRO-VISION Devices. All other forms of

LICENSEE'S Data that is stored is considered to be stored in excess storage, which will be subject to an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.

(c) Storage space used or required in excess of that set forth in the Service Contract for a particular time period (regardless of whether it is used to store data from PRO-VISION Devices) will result in an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.

SOFTWARE SERVICE AND HOSTING AGREEMENT

2.4.3 Download Limitations.

(a) PRO-VISION agrees to allow data downloads (in gigabytes) set forth in the Service Contract by the LICENSEE for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested download limits and particular time period.

(b) Data downloads used or required in excess of that set forth in the Service Contract for a particular time period will result in an additional charge at PRO-VISION's then prevailing Excess Data Download Fee per excess gigabyte downloaded.

2.4.4 Access Rights. Subject to any Suspension of Services per Section 3.4, during the Term of this Agreement, LICENSEE will have access and use of the Software Service for the storage and management of LICENSEE'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access LICENSEE'S Data or view the content of LICENSEE'S Data. LICENSEE will be responsible for determining and managing access to LICENSEE'S Data. PRO-VISION will not disclose the content or existence of LICENSEE'S Data or any information about LICENSEE except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit LICENSEE opportunity to object to the court or administrative body.

2.4.5 Data Security. PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting LICENSEE'S Data against unauthorized access. LICENSEE is responsible for maintaining security of end user's login credentials and security by the end users of LICENSEE'S Data. LICENSEE may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to LICENSEE'S Data originating from PRO-VISION Devices based on log-in credentials. LICENSEE will contact PRO-VISION immediately if LICENSEE believes any third party has used LICENSEE'S account or accessed LICENSEE'S Data without authorization.

2.5 Software Service Availability. PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.6 Backup, Disaster Recovery, Bandwidth and Data Security. Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.4 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND TAXES

3.1 Software Service Fee. LICENSEE shall pay PRO-VISION a monthly Software Service Fee in effect at the time of payment. The Software Service Fee includes the Data Plan Fee and the Protection Plan Fee (if applicable). Such monthly Software Service Fees are due in advance of the month in which the Software Service is desired. LICENSEE shall pay all Software Service Fees by electronic funds transfers through an automated clearinghouse ("ACH") or through pre-authorized credit card charges only, in accordance with the payment instructions PRO-VISION provides to LICENSEE. PRO-VISION will provide a notice via e-email of the amount to be withdrawn through ACH or charged via credit card five (5) days in advance of the withdrawal/charge. PRO-VISION may change the amount of the Software Service Fee at any time during the Subscription Term, including, without limitation, by changing the amount of a component of the Software Service Fee or by adding or removing a component, in PRO-VISION's reasonable discretion.

3.2 Storage Overage Fees. Storage Overage Fees will be charged in the next month following the month in which the overage occurred.

3.3 Additional PRO-VISION Devices. LICENSEE may add additional PRO-VISION Devices during the Term of this Agreement. However, any additional PRO-VISION Devices may be added only upon LICENSEE entering into a new Service Contract and an associated new Software Service and Hosting Agreement.

3.4 Suspension of Service. In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the LICENSEE, including the right to access LICENSEE'S Data, under any one or more of the following conditions:

(a) if Licensee is in breach of this Agreement, including if LICENSEE's account is five (5) days or more overdue (except with respect to charges then under reasonable and good faith dispute);

(b) if any security risk is created by LICENSEE's use of the Software Service;

(c) if LICENSEE's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other licensee of the Software Service;

(d) if PRO-VISION may be exposed to liability through LICENSEE's use of the Software Service; or

(e) if LICENSEE becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that all delinquent amounts are paid in full, LICENSEE'S breach is cured or the Software Service is otherwise terminated. LICENSEE will remain liable for payment of the Software Service Fees throughout the duration of the suspension of services. LICENSEE'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this Agreement at which point LICENSEE'S Data may be deleted 60 days following written notice of termination.

3.5 Taxes and Other Charges. LICENSEE will be responsible for the amount of any and all sales, use, ad valorem, personal property, excise, other taxes or governmental charges associated with this Agreement (excluding taxes in respect of PRO-VISION's income) and/or any other taxes due for LICENSEE's use or receipt of the Software Service or support, consulting and training services provided by PRO-VISION. Such amounts, and any other charges which LICENSEE has agreed to pay and are not otherwise specifically provided for herein shall be due to the appropriate governmental authority upon payment or receipt of PRO-VISION's invoice. LICENSEE agrees that should any tax liability on the Software Service or other items included under this Agreement be establish by any taxing unit, the LICENSEE agrees to pay such taxes arising out of this Agreement.

3.6 Late Payments. All amounts to be paid by LICENSEE hereunder shall be due and payable within the times prescribed. All payments not made by LICENSEE when due shall be subject to late charges of the lesser of (i) one and a half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition, LICENSEE shall pay all of PRO-VISION's reasonable costs and attorneys' fees in any legal action to collect overdue amounts and/or enforce PRO-VISION's rights under this Agreement.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement will be determined based upon the Start Date and will remain in effect throughout the Subscription Term (or the Trial Term, if applicable), unless earlier terminated as provided herein. Upon completion of the initial Subscription Term, this Agreement will automatically renew for successive 1 year terms (each a "Renewal Term") at the monthly Software Service Fee then in effect unless LICENSEE provides written notice of termination at least sixty (60) days in advance of the end of the then existing Subscription Term or Renewal Term.

4.2 Termination

(a) Termination with Cause. Either party may terminate this Agreement for cause: (i) Upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. A "material breach" by LICENSEE includes, without limitation, a violation by LICENSEE of any term of the End User Terms and Conditions.

(b) Termination upon Sale of PRO-VISION Device. PRO-VISION will have the right to terminate this Agreement if LICENSEE sells any PRO-VISION Device that uses the Software Service.

(c) Early Termination. In the event LICENSEE terminates this agreement without cause prior to the completion of the Subscription Term or any Renewal Term, LICENSEE must immediately pay PRO-VISION all unpaid invoices and interest and an amount equal to 100% the Software Services Fees in effect multiplied times the number of months remaining in the Subscription Term immediately prior to such termination.

4.3 Effect of Termination. Termination of this Agreement or any Software Service license will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve LICENSEE of its obligation to pay all fees and charges that have accrued or are otherwise owed by LICENSEE under this Agreement. Termination of this Agreement will terminate any Support Services and will immediately terminate LICENSEE'S right to access LICENSEE'S Data other than for purposes of download per Section 4.5 below.

4.4 Outstanding Fees. Termination shall not relieve LICENSEE of the obligation to pay any fees accrued or payable to PRO-VISION prior to the effective date of termination.

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4.5 Return of LICENSEE Data. Except as otherwise provided in this Agreement, after termination of the Agreement by either party, and provided LICENSEE has paid all amounts due under this Agreement, then upon request by LICENSEE and payment of the then-applicable Transfer Fee (which may be found at www.SecuraMax.com), PRO-VISION will make available to LICENSEE a function that allows the LICENSEE to download LICENSEE'S Data for a period of ninety (90) days following termination. Otherwise, after sixty (60) days following termination, PRO-VISION shall have no obligation to maintain or provide access to any LICENSEE'S Data and may thereafter, unless prohibited by law, delete all LICENSEE'S Data in PRO-VISION's possession or under its control.

4.6 Survival. The rights and obligations of the parties contained in Sections 2.2 (License Restrictions), 2.3 (Ownership), 3 (Fees and Taxes), 4.3 (Effect of Termination), 4.5 (Return of LICENSEE Data), 7 (Confidential Information and Operational Data), 8.3 (Support Services Exclusions), 8.4 (Intellectual Property Ownership in Software Service), 8.5, 8.6, 10.1 (Warranty of Authority), 11 (Disclaimer), 12 (Indemnities), 13 (Limitation of Liability), and 15 (General Terms), together with all other provisions of this Agreement which by their nature are necessary or useful to effectuate their enforcement, will survive the termination of this Agreement or any other license for the Software Service.

5. DEPLOYMENT

5.1 Remote Deployment

Unless otherwise provided in the Service Contract or per Section 5.2 below, all deployment of the Software Service will be performed by remote assistance at no additional charge according to the terms and conditions set forth in a separate Remote Deployment Agreement. Provided the applicable Software Service Fee has been paid in advance by LICENSEE for the current month and provided that payment has been made for all PRO-VISION Devices, PRO-VISION will provide access to the Software Service to LICENSEE on or after the Start Date and will provide assistance setting up an account and helping LICENSEE to assign users as provided in the Remote Deployment Agreement

5.2 On-Site Deployment

PRO-VISION will not provide on-site deployment services unless requested by LICENSEE and agreed to in advance and upon LICENSEE's payment of the agreed upon fees.

6. TRAINING SERVICES

PRO-VISION will provide reasonable training in the use of the Software Service for the Training Fees in effect at the time of LICENSEE's request for such training services. Each party will be solely responsible for any expenses incurred by its personnel in connection with such training, except that LICENSEE will reimburse PRO-VISION for any travel and other reasonable expenses incurred by PRO-VISION's personnel in providing training at LICENSEE's site. All training will be scheduled at a mutually agreeable time, subject to the availability of PRO-VISION's personnel and facilities.

7. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

7.1 Definition. For the purposes of the Agreement, "Confidential Information" means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to LICENSEE; (b) LICENSEE'S Data; (c) any non-public business or technical information of PRO-VISION or LICENSEE, including but not limited to any information relating to PRO-VISION's or LICENSEE's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as "confidential" or "proprietary" at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this Agreement (including, without limitation, the amount of fees or other charges specified under this Agreement).

7.2 Obligations. Each party will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as are reasonably required in connection with the exercise of its rights and performance of its obligations under this Agreement, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event, be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party's Confidential Information.

7.3 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, the party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the

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order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, otherwise oppose or seek to limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the party's obligations hereunder with respect to Confidential Information so disclosed.

7.4 Exclusions. Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential Information in a party's possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

7.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

8. SUPPORT SERVICES

8.1 PRO-VISION will provide Support Services for Software Service, which consist of the following:

8.1.1 Enhancements and Updates. PRO-VISION will implement any updates, corrections, and enhancements to the Software Service that PRO-VISION provides to its current customers generally without an additional charge. If PRO-VISION provides any update, correction or enhancement as a new Software Service for which it charges an additional fee, it will make such Software Service available to LICENSEE on the same terms as it offers other current customers for the Software Service.

8.1.2 Online/Telephone Support. PRO-VISION will provide reasonable online, telephone, or email support to assist LICENSEE in the identification, verification and resolution of problems associated with the Software Service in exchange for payment of PRO-VISION's Support Service Fees that are then in effect. Such support will be provided during PRO-VISION's normal business hours, excluding PRO-VISION's regularly scheduled holidays. PRO-VISION reserves the right to charge LICENSEE for any telephone call or email which in PRO-VISION's judgment, constitutes end-user training.

8.1.3 Program Corrections. If the Software Service does not perform substantially as described in the Documentation when used in the manner specified in the Documentation and if LICENSEE notifies PRO-VISION of the issue through PRO-VISION's online, telephone, or email support service, PRO-VISION will use its commercially reasonable efforts to resolve the issue.

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8.2 Conditions to Support Services. LICENSEE acknowledges that PRO-VISION may provide the Support Services specified in this Section 8 for PRO-VISION's then prevailing Support Service Fees. If LICENSEE requests Support Services, LICENSEE will: (a) perform such procedures as may be described in the Documentation for the identification and resolution of problems; and (b) provide PRO-VISION with sufficient information and assistance to enable PRO-VISION to duplicate problems reported by LICENSEE, to determine whether the problem results from an error or other issue in the Software Service, and to confirm that the problem has been corrected. LICENSEE shall be solely responsible for all costs and fees associated with maintaining and updating hardware and software provided by other vendors. All Support Services are contingent on LICENSEE's payment of applicable Software Service Fees and PRO-VISION's then prevailing Support Service Fees.

8.3 Exclusions. Notwithstanding the foregoing, PRO-VISION shall have no obligations for Software Service problems caused by LICENSEE's negligence, abuse or misapplication, LICENSEE's use of Software Service other than as specified in the Documentation, or by other factors beyond the control of PRO-VISION. Services available under this Section do not include services set forth in Section 6 ("Training Services") or in Section 5 ("Deployment").

8.4 Intellectual Property Ownership in Software Service. LICENSEE and PRO-VISION agree that PRO-VISION shall be the exclusive owner of all right, title, and interest in and to all software, programming, tools, documentation, materials, and other Intellectual Property (collectively, the "Work Product") of any kind used, developed, or delivered by PRO-VISION to LICENSEE in connection with performing the Software Service, that such Work Product shall not constitute a work-made-for-hire under U.S. Copyright Law, and that PRO-VISION shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Such Work Product shall expressly exclude LICENSEE'S Data and LICENSEE Confidential Information. In the event, by operation of law or otherwise, LICENSEE is deemed to be the owner of all or any portion of the Intellectual Property rights in the Work Product, LICENSEE hereby assigns all such Intellectual Property rights to PRO-VISION and agrees to cooperate with PRO-VISION in confirming PRO-VISION's sole and exclusive ownership of the Work Product.

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8.5 In consideration of the performance of any Support Services hereunder, LICENSEE will pay PRO-VISION the Support Service Fees that are then in effect. PRO-VISION shall have the right to immediately cease all performance of Support Services if LICENSEE fails to timely pay PRO-VISION as required hereunder.

8.6 LICENSEE will reimburse PRO-VISION for (i) travel and living expenses associated with on-site training and other Support Services, and (ii) any special or unusual expenses incurred at LICENSEE's specific request. Payment for all expenses to be reimbursed by LICENSEE under this Agreement will become due twenty (20) days after LICENSEE's receipt of PRO-VISION's itemized invoice, which PRO-VISION will prepare monthly, at PRO-VISION's option. LICENSEE should contact its PRO-VISION sales representative for details regarding any on-site support.

9. OTHER SUPPORT TERMS

9.1 In addition to the support and services described above, at LICENSEE's request and upon PRO-VISION's written agreement, PRO-VISION may also perform additional Support Services for LICENSEE to correct difficulties or defects caused by LICENSEE's errors, interactions with other software of LICENSEE, or any authorized changes or customizing made to the Software Service. Such additional Support Services may be provided in exchange for the Support Service Fees at PRO-VISION's then applicable rates.

10. LIMITED WARRANTIES

10.1 Warranty of Authority. Each party warrants to the other that it has sufficient rights to enter into this Agreement and to perform their respective obligations hereunder. LICENSEE further warrants:

(a) that LICENSEE, as well as the agent accepting this Agreement, is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this Agreement and to perform all of LICENSEE'S obligations under this Agreement;
(b) that LICENSEE is a U.S. person, as defined in 22 C.F.R. §120.15;
(c) that LICENSEE is not an educational institution;
(d) that LICENSEE is a U.S. Government Entity (including a Federal Agency, a State/Local Entity or a Tribal Entity acting in its governmental capacity, where: a "Federal Agency" is a bureau, office, agency, department or other entity of the United States Government; "State/Local Entity" is
    i. any agency of a state or local government in the United States,
    ii. any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries, or
    iii. the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands; and a "Tribal Entity" is a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation);
(e) that LICENSEE has funds appropriated and available to pay for the Software Service Fees for the duration of the Term of this Agreement (the entire Trial Term and/or Subscription Term and any Renewal Terms agreed upon by not providing notice under Section 4.1);
(f) that LICENSEE will only use the Software Service for essential governmental or proprietary purposes consistent with the scope of LICENSEE'S authority and that LICENSEE will not use the Software Service in a business or trade of any person or other entity, or for any personal use;
(g) that LICENSEE shall be responsible for its end user's use of the Software Service including any and all activities performed under LICENSEE's account including all use by LICENSEE'S employees and agents;
(h) that LICENSEE shall be responsible for any breach of this Agreement by its end users including any and all of LICENSEE'S employees and agents;
(i) that LICENSEE shall be responsible for any claims that the content of LICENSEE'S Data infringes or misappropriates any third party's rights;
(j) that LICENSEE shall be responsible for any dispute between LICENSEE and any third party with respect to LICENSEE'S collection or use of LICENSEE'S Data;
(k) that LICENSEE shall be responsible for any dispute between LICENSEE and any end user including any and all of LICENSEE'S employees and agents; and
(l) that LICENSEE will acquire and maintain insurance coverage up to the amount allowed by all applicable laws and regulations that would cover any claims, liabilities, damages, losses, expenses and costs arising out of or related to any third-party claim in this Section 10.1.

LICENSEE further agrees to adhere to this Agreement and all laws, rules, regulations, and policies applicable to the use of the Software Service and the content of LICENSEE'S Data, and that all of LICENSEE's end users agree to the same. If LICENSEE becomes aware of any violation by an end user, LICENSEE will immediately terminate that end user's access to LICENSEE'S Data and the Software Service.

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10.2 Support Services Warranty. PRO-VISION warrants that any Support Services performed by PRO-VISION under this Agreement will be performed in a manner consistent with generally accepted industry standards. This warranty will be valid for thirty (30) days from performance of the Support Services. As LICENSEE's exclusive remedy and PRO-VISION's entire liability for any breach of the foregoing warranty, PRO-VISION will, at its expense, use its commercially reasonable efforts to re-perform the Support Services to correct any defects therein.

11. DISCLAIMER

11.1 PRO-VISION Services. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10, THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND ALL OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION AND QUIET ENJOYMENT. PRO-VISION DOES NOT WARRANT THAT THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND/OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE SERVICE WILL BE CORRECTED. PRO-VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. LICENSEE ACKNOWLEDGES THAT IT WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY IT IN RELIANCE UPON THE SOFTWARE SERVICE. No employee or agent of PRO-VISION is authorized to make any different or additional warranties to LICENSEE and PRO-VISION will not be bound by any such purported warranties. The warranties provided by PRO-VISION are personal to LICENSEE and may not be extended to any third party. There are NO third party beneficiaries of PRO-VISION's obligations under this Agreement.

11.2 Third Party Products and/or Services. PRO-VISION MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE, COMPUTER HARDWARE, DEVICES, OR SERVICES OF ANY NATURE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. LICENSEE SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY PRO-VISION THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

11.3 LICENSEE Responsibilities. LICENSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE SOFTWARE SERVICE AND CONFIRMS BY ENTERING INTO THIS AGREEMENT THAT THE SOFTWARE SERVICE MEETS LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND ACCEPTS THAT PRO-VISION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SERVICE WILL, IN FACT, MEET THE SPECIFIC NEEDS AND REQUIREMENTS OF LICENSEE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE CHOICE AND ADEQUACY OF THE SOFTWARE SERVICE AND ACKNOWLEDGES THAT LICENSEE WILL BE EXCLUSIVELY RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF ACCESS TO THE SOFTWARE SERVICE INCLUDING, BUT NOT LIMITED TO: (I) ASSURING PROPER MACHINE CONFIGURATION, AUDIT CONTROLS AND OPERATION METHODS; (II) IMPLEMENTING SUFFICIENT PROCEDURES AND CHECK POINTS TO SATISFY LICENSEE'S REQUIREMENTS FOR SECURITY AND ADEQUACY OF INPUT AND OUTPUT; (III) ASSURING LOGIN CREDENTIALS AND PASSWORDS ARE ESTABLISHED FOR EACH END USER AND THAT SUCH CREDENTIALS ARE NOT SHARED; AND (IV) ENSURING THAT LICENSEE'S USE OF THE SOFTWARE SERVICE MEETS ANY REQUIREMENTS OF ALL APPLICABLE LAWS. PRO-VISION WILL NOT BE RESPONSIBLE FOR ANY USE OF THE SOFTWARE SERVICE BY LICENSEE THAT DOES NOT COMPLY WITH APPLICABLE LAWS AND DISCLAIMS ANY RESPONSIBILITY FOR DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA PRIOR TO UPLOAD AS WELL AS ANY DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA AFTER ANY UPLOAD OR DOWNLOAD.

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12. INDEMNITIES

12.1 Infringement Indemnity. PRO-VISION agrees to defend, indemnify and hold LICENSEE and its affiliates, subsidiaries, officers, directors, employees, and agents harmless from and against any and all claims, suits, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees made against LICENSEE by third parties alleging that the Software Service infringes any patent or copyright or misappropriates a trade secret. LICENSEE shall provide PRO-VISION with prompt written notice of such claim and with information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PRO-VISION may obtain for LICENSEE the right to continue using the Software Service, replace or modify the Software Service so that it becomes non-infringing, without loss of substantial functionality, or, if such remedies are not reasonably available, terminate LICENSEE's right with respect to the infringing Software Service and refund to LICENSEE the Software Service Fees paid, prorated over the payment period in the event of an injunction. PRO-VISION will have no liability and shall not provide such indemnification if the alleged infringement is based on (a) the combination, use or operation of the Software Service with software, equipment or devices not provided by PRO-VISION, if such a claim would have been avoided but for such combination; (b) the use of the Software Service other than in accordance with the Documentation; (c) the use of the Software Service after notice of the alleged or actual infringement from PRO-VISION or any appropriate authority; or (d) a matter which is the subject of indemnification by LICENSEE under Section 12.2. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, AND PRO-VISION'S ENTIRE LIABILITY, FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

12.2 Indemnification by LICENSEE. LICENSEE shall defend and indemnify PRO-VISION and hold it and its affiliates, subsidiaries, officers, directors, employees, agents, and suppliers (including any third party used to store licensee's data) harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by PRO-VISION as a result of any claim, judgment, or adjudication related to or arising from (i) LICENSEE's use of the Software Service including, but not limited to, management, deletion, or alteration of LICENSEE'S Data or LICENSEE's failure to store or maintain data (except to the extent indemnified by PRO-VISION under Section 12.1 or to the extent such claims are solely the result of PRO-VISION's gross negligence or willful misconduct), or (ii) LICENSEE's third party service providers and their designees or any other third party to whom LICENSEE provides access to or use of the Software Service, or the data contained therein.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Damages. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL PRO-VISION OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE ANY SOFTWARE SERVICE OR ANY SERVICES PROVIDED HEREUNDER FOR ANY PERIOD OF TIME (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, PRO-VISION AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM: (1) ANY UNAUTHORIZED ACCESS TO LICENSEE'S DATA; (2) ANY MODIFICATION, DELETION, DAMAGE, OR OTHER LOSS OF LICENSEE'S DATA; (3) FAILURE TO PROPERLY STORE LICENSEE'S DATA; (4) FAILURE TO PROPERLY IDENTIFY LICENSEE'S DATA; (5) SUSPENSION OR TERMINATION OF THE SOFTWARE SERVICE; (6) LICENSEE'S USE OF THE SOFTWARE SERVICE; (7) THIRD PARTY CLAIMS PERTAINING TO EXISTENCE, NON-EXISTENCE, DELETION, AND/OR MODIFICATION OF LICENSEE'S DATA; OR (8) DISCONTINUANCE OF ANY PORTION OF THE SOFTWARE SERVICE.

13.2 Total Liability. EXCEPT FOR PRO-VISION's INFRINGEMENT OBLIGATIONS SET FORTH IN SECTION 12.1 AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7, THE TOTAL LIABILITY OF PRO-VISION AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS AND SUPPLIERS TO LICENSEE OR ANY THIRD PARTIES (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) ARISING FROM THE
SOFTWARE SERVICE, SERVICES OR THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) WILL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNTS PAID BY LICENSEE FOR THE SOFTWARE SERVICE OR SERVICES TO WHICH THE CLAIM RELATES PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

13.3 Allocation of Risk. The provisions of this Agreement allocate the risks between PRO-VISION and LICENSEE. PRO-VISION's pricing reflects this allocation of risk and the limitation of liability specified herein. The parties have agreed that the limitations specified in this Section 13 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

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14. LICENSEE USAGE STATISTICS

To help enable PRO-VISION to provide and improve its Software Service, LICENSEE hereby agrees to allow PRO-VISION to acquire and use LICENSEE's usage statistics including cloud storage space used, frequency of uploads, amount of data downloaded, amount of storage consumed by any of LICENSEE'S Data that is not data uploaded from PRO-VISION Devices, number of active users and/or PRO-VISION Devices, and any other information needed to enforce this Agreement, conduct any troubleshooting requested by LICENSEE, and to analyze and diagnose any systems on which the Software Service software resides.

15. GENERAL TERMS

15.1 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.2 Modification and Waiver. This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this Agreement will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

15.3 Assignment. This Agreement and the rights hereunder will be assignable by PRO-VISION. LICENSEE will have no right to assign this Agreement or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this Agreement without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by LICENSEE will be effective without the express written consent of PRO-VISION. Provided that PRO-VISION has consented to such assignment, LICENSEE may not retain any copy of the Software Service or Documentation following the assignment.

15.4 Failure or Delay in Performance. PRO-VISION will not be liable for or be deemed in default under this Agreement, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

15.5 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

15.6 Applicable Law; Limitation of Actions. This Agreement will be construed, interpreted, governed and enforced by and in accordance with the laws of Michigan, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by LICENSEE more than one (1) year after such action accrued. Any dispute regarding this Agreement or arising out of any of the transactions under this Agreement shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

15.7 Entire Agreement. This Agreement is binding on the parties and their permitted assignees. With the exception of any Service Contracts, Remote Deployment Agreements, Protection Plan Agreements, Uploader Licenses, End User Terms and Conditions, additional Software Service and Hosting Agreements, any policies and restrictions on the SecuraMax.com website, and the possible exception of a Beta Test Agreement, this Agreement is the entire agreement between the parties relating to its subject matter, and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral, with respect to such subject matter. In the case of a conflict between a Beta Test Agreement and the terms and conditions of this Agreement, the terms of this Agreement will control with the exception of any Confidentiality terms of such Beta Test Agreement, which will control until such time that the Beta Test Agreement is terminated. Purchase orders or other similar documents issued by LICENSEE will have no effect on this Agreement.

15.8 Audit. At its own expense, PRO-VISION may perform an audit of LICENSEE's usage of the Software Service to confirm use of the software in accordance with the terms of this Agreement. The audit may be conducted (i) once every calendar year and (ii) as required in the event PRO-VISION has reason to believe LICENSEE is utilizing the Software Service in an unauthorized manner.

SOFTWARE SERVICE AND HOSTING AGREEMENT

15.9 Force Majeure. Except for LICENSEE's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

15.10 Relationship of the Parties. LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this Agreement shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

SecuraMax™ by PRO-VISION®

RECURRING PAYMENT AUTHORIZATION

Questions about how to complete this form?
Call: 1.800.576.1126 (8 a.m. to 5 p.m EST)

AGREEMENT:

The agreement below should be read and signed, by the primary billing contact in the organization listed below ("CUSTOMER").
This person must be authorized to complete and sign any applicable paperwork on behalf of the organization.

- CUSTOMER authorizes PRO-VISION, Inc. to make regularly scheduled charges to the checking/savings, or credit card account per the terms of the service contract between CUSTOMER and PRO-VISION.
- Payments that are returned, declined, or late will incur an additional fee
- An email receipt will be sent to the billing contact(s) on file and a corresponding charge will appear on CUSTOMER'S bank or credit card statement from PRO-VISION, INC.
- Email notification for charges will be provided by PRO-VISION to CUSTOMER five days prior to billing indicating the amount due for the billing period and date of payment collection

DATE OF FIRST PAYMENT: **On Scheduled Deployment Date**	INITIAL PAYMENT AMOUNT*: **0** * Subsequent payment amounts will be equal to the first payment, plus any overages or fees incurred.
SIGNATURE:	DATE (DD/MM/YYYY):

PAYMENT METHOD:

Select payment method below. The signee must be authorized to complete and sign any applicable paperwork on behalf of the organization.

ACH/BANK WITHDRAWL X **CREDIT CARD**

ACCOUNT INFORMATION:

CHECKING / SAVINGS

CHECKING	**SAVINGS**	ROUTING NUMBER:	ACCOUNT NUMBER:
BANK NAME:	BANK ADDRESS:		
BANK CITY:	BANK STATE:	BANK ZIP:	
NAME(S) ON ACCOUNT:			

AUTHORIZATION:
PRO-VISION, Inc. is authorized to process debit entries to this account.
This authority will remain in effect until customer provides PRO-VISION, Inc. with reasonable notification to terminate the authorization.

AUTHORIZED SIGNATURE:	DATE

CREDIT CARD

X **VISA**	**MASTERCARD**	**AMERICAN EXPRESS**	**DISCOVER CARD**
CREDIT CARD NUMBER:	EXPIRATION DATE (MM/YYYY):		
NAME AS IT APPEARS ON CARD:	CVV:		
BILLING ADDRESS:			
CITY:	STATE:	ZIP:	

AUTHORIZATION:
PRO-VISION, Inc. is authorized to charge this credit card account in accordance with the information above.

AUTHORIZED SIGNATURE:	DATE (DD/MM/YYYY):

DocuSign Envelope ID: 92FEDC36-2FF9-4BCA-9CDC-7B9B52733233

SecuraMax™ by PRO-VISION | CUSTOMER SETUP

Questions about how to complete this form?
Call: 1.800.576.1126 (8 a.m. to 5 p.m EST)

Email completed form to: smxadmin@provisionusa.com
Or fax form to: 616.583.1522

ORGANIZATION INFORMATION:

X **DOES NOT REQUIRE CJIS-COMPLIANT STORAGE** **ALL** organizations, including government, that **DO NOT** require CJIS-Compliant storage **IF YOU ARE UNSURE, SELECT THIS OPTION**	**U.S. GOVERNMENT AGENCY and REQUIRES CJIS-COMPLIANT STORAGE** **ONLY** U.S. local, state, or government agencies requiring CJIS-Compliant storage qualify

COMPANY / ORGANIZATION NAME: City of Starkville

CITY:	STATE:	ZIP:
Starkville	MS	

BILLING CONTACTS:

PRIMARY CONTACT

FIRST NAME:	LAST NAME:	TITLE:
Scott	Grice	Sysadmin

EMAIL:	PHONE:	FAX::
s.grice@cityofstarkville.org	6624187272	

SECONDARY CONTACT

FIRST NAME:	LAST NAME:	TITLE:

EMAIL:	PHONE:	FAX::

DEPLOYMENT INFORMATION:

DEPLOYMENT CONTACT:

This is the primary contact for scheduling and coordinating deployment. This person must be authorized to complete and sign any applicable paperwork on behalf of the organization.

X **CHECK BOX IF PRIMARY & DEPLOYMENT CONTACT ARE THE SAME**

FIRST NAME:	LAST NAME:	TITLE:

EMAIL:	PHONE:	FAX::

YOU WILL BE CONTACTED TO SCHEDULE A DEPLOYMENT DATE ONCE ALL COMPLETED CONTRACTUAL DOCUMENTS AND FORMS HAVE BEEN RECEIVED.

DEPLOYMENT: Remote deployment is standard On-site requires Sales Manager approval	X **REMOTE** **ON-SITE**	**CONFIGURATION:** Adjusts default SecuraMax™ settings to fit specific customer type	X **LAW ENFORCEMENT** **NON-LAW ENFORCEMENT**

EQUIPMENT: Purchasing new BC cameras / Have BC cameras	X **NEW HARDWARE**		**EXISTING HARDWARE**	
	QTY: 2	TYPE: BC-300/PV-DVR	QTY:	TYPE:

Remote Deployment Agreement

This is a Remote Deployment Agreement ("RDA") between City of Starkville ("LICENSEE") and Pro-Vision Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, United States of America ("PRO-VISION"). This RDA provides the terms upon which PRO-VISION may install and activate Uploader Software and Remote Access Software on LICENSEE'S computers. This RDA is being entered into by the parties solely in furtherance of and subject to all terms of a Software Service and Hosting Agreement ("SSHA") previously entered into by and between the parties; LICENSEE'S rights and PRO-VISION'S obligations under this RDA are conditioned upon LICENSEE previously entering into the SSHA. All capitalized terms not otherwise defined in this RDA shall have the meanings attributed to them in the SSHA.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this RDA on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

1.1. "Input and Output" means all data that is received, captured, saved, recorded, transmitted, generated, emitted, and/or displayed on, by, or through LICENSEE'S local computer, including, without limitation, keyboard keypresses, mouse cursor motions, and mouse clicks made by the user of the local computer (including a user controlling the local computer via remote access software); text and images displayed on or transmitted to the video monitor of the local computer; and sounds generated by or transmitted to the local computer; regardless of whether the data is detectible by the human senses of an observer of the local computer.

1.2. "Remote Access Software" means software that enables access to, and control of, a computer by a user at a remote location through a network connection, including through the internet.

1.3. "Uploader Software" means the SECURAMAX™ Uploader Software which is the subject of a separate software license between LICENSEE and PRO-VISION.

2. GRANT OF ACCESS AND CONTROL

LICENSEE grants PRO-VISION access to, and control of, LICENSEE'S computers, using Remote Access Software selected by PRO-VISION, for the purpose of remotely installing and activating the Uploader Software. LICENSEE acknowledges and agrees that Remote Access Software must first be installed and activated on LICENSEE'S computers, by LICENSEE or by PRO-VISION. LICENSEE agrees to install and activate, or to permit PRO-VISION to install and activate, Remote Access Software selected by PRO-VISION, on each of LICENSEE'S computers upon which LICENSEE desires to have the Uploader Software remotely installed and activated. LICENSEE acknowledges and agrees that PRO-VISION'S obligations under this RDA are conditioned upon the proper installation, activation, and operation of Remote Access Software selected by PRO-VISION.

3. INSTALLATION AND ACTIVATION

3.1. Subject to the other terms and conditions of this RDA, PRO-VISION will remotely install and activate up to three licensed copies of the Uploader Software on LICENSEE'S computers, for a duration of up to two hours of installation and activation time, regardless of the number of Uploader Software licenses or the number of BODYCAM® units that LICENSEE owns. It will be LICENSEE'S obligation to install and activate any additional copies of the Uploader Software, subject to the number of licenses that LICENSEE holds for the Uploader Software.

3.2. LICENSEE will attend the computers on which the Uploader Software is being remotely installed and activated by PRO-VISION during the entire length of the installation and activation processes, and LICENSEE will observe and participate at LICENSEE'S computers, and reasonably assist PRO-VISION, during the installation and activation processes.

3.3. LICENSEE acknowledges and agrees that any part of the Input and Output of LICENSEE'S computers may be recorded by PRO-VISION during the remote installation and activation of the Uploader Software, and retained by PRO-VISION indefinitely. LICENSEE acknowledges and agrees that PRO-VISION has no obligation to record or retain any portion of the Input and Output, or to provide LICENSEE with a copy of any portion of the Input and Output.

3.4. After PRO-VISION completes the installation and activation of the Uploader Software on one of LICENSEE'S computers, LICENSEE or PRO-VISION will remove the Remote Access Software from that computer.

4. NO WARRANTY

THE REMOTE ACCESS SOFTWARE IS OFFERED ON AN “AS-IS” BASIS AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF THE REMOTE ACCESS SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE REMOTE ACCESS SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

5. INDEMNIFICATION

5.1. By accepting this RDA, LICENSEE agrees to indemnify and otherwise hold harmless PRO-VISION, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from the remote access software or any other matter relating to the Remote Access Software.

6. LIMITATION OF LIABILITY

6.1. LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT PRO-VISION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PRO-VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL PRO-VISION’S TOTAL CUMULATIVE DAMAGES EXCEED THE FEES LICENSEE PAID TO PRO-VISION UNDER THIS RDA IN THE MOST RECENT TWELVE-MONTH PERIOD.

7. GENERAL TERMS

7.1. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this RDA invalid or unenforceable, that provision of this RDA will be enforced to the maximum extent permissible and the other provisions of this RDA will remain in full force and effect.

7.2. **Modification and Waiver.** This RDA may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this RDA will not be construed as a waiver of PRO-VISION’S rights arising out of any subsequent default of that or any other provision.

7.3. **Failure or Delay in Performance.** PRO-VISION will not be liable for or be deemed in default under this RDA, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION’S reasonable control.

7.4. **Applicable Law; Limitation of Actions.** This RDA will be construed, interpreted, governed and enforced by and in accordance with the laws of the State of Michigan in the United States of America, and the federal laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this RDA may be brought by LICENSEE more than one (1) year after the cause of action accrued. Any dispute regarding this RDA or arising out of any of the transactions under this RDA shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

7.5. **Force Majeure.** Except for LICENSEE’S payment obligations, if any, neither party will be liable for any failure or delay in performance under this RDA which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

7.6. **Relationship of the Parties.** LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this

RDA as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this RDA shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this RDA, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

7.7. **Conflicts Between Agreements.** In the event of a conflict between the terms of this RDA and the terms of the SSHA or an agreement mentioned in the SSHA (other than this RDA), the conflicting terms of the SSHA or of the agreement mentioned in the SSHA shall be given effect over the conflicting terms of this RDA.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:	**LICENSEE:**
______________________	______________________
Signature	Signature
______________________	Scott Grice
Name	Name
______________________	Principal Systems Adminstrator
Title	Title
______________________	______________________
Date	Date

END USER TERMS AND CONDITIONS

This is a Software Service License (the "License") setting forth end user terms and conditions under which you, the "END USER," are licensed to access and use the SecuraMax.com website ("Software Service").

By clicking ACCEPT, you hereby agree to the following terms and conditions of use of the Software Service. The licensor of this Software Service is Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION").

PRO-VISION and END USER agree as follows:

1. DEFINITIONS

1.1 "Affiliated" means employed by, contracted with, or otherwise expressly authorized by.

1.2 "Documentation" means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.

1.3 "END USER'S Data" is data originating from END USER that is stored using the Software Service on behalf of the END USER or the AGENCY, and includes media files such as text, videos, photos, and audio.

1.4 "Intellectual Property" shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.5 "PRO-VISION Device" means any device provided by PRO-VISION and listed in the Service Contract from which the Software Service uploads END USER'S Data.

1.6 "Software Service" means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to END USER by PRO-VISION under this License.

1.7 "Software Service and Hosting Agreement" means the Software Service and Hosting Agreement, related to Service Contract Number 202006120322, made between PRO-VISION and the U.S. Government Entity as described herein ("AGENCY") with which the END USER is affiliated, where the Software Service and Hosting Agreement pertains to the Agency's use of the SecuraMax™ Software Service.

2. SOFTWARE SERVICE LICENSE

2.1 Grant of Software Service License. Subject to the terms and conditions of this License, the terms and conditions of the Software Service and Hosting Agreement, and payment of the Software Service Fees by the AGENCY, PRO-VISION grants, and END USER accepts, a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for END USER's own purposes for the Term as set forth herein.

2.2 License Restrictions.

(a) END USER will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
(b) Unless specifically agreed otherwise by PRO-VISION in writing, END USER will not use the Software Service in any manner to provide computer services to third parties;
(c) END USER will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
(d) Except as may be permitted by law, END USER will not reverse engineer the Software Service; and
(e) END USER will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 END USER Log In Credentials

END USER will be prompted to create personal END USER log in credentials including a user identification and password. END USER will be responsible for maintaining secrecy of END USER's log in credentials. END USER hereby agrees not to share END USER's log in credentials.

2.4 Ownership.

2.4.1 The Software Service. PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. END USER does not acquire any rights, express or implied, in the Software Service, other than those specified in this License.

2.4.2 END USER'S Data. PRO-VISION does not acquire any rights, express or implied, in END USER'S Data. END USER is responsible for controlling access to END USER'S Data and is responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of END USER'S Data. PRO-VISION does not view the content of END USER'S Data.

2.5 Storage and Access.

2.5.1 Location. PRO-VISION may store END USER'S Data at any location within the United States. END USER agrees to allow PRO-VISION to transfer END USER'S Data to third parties contracted by PRO-VISION for purposes of storage of END USER'S Data.

2.5.2 Access Rights. Subject to any Suspension of Services per Section 3.2, during the Term of this License, END USER will have access and use of the Software Service for the storage and management of END USER'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access END USER'S Data or view the content of END USER'S Data. PRO-VISION will not disclose the content or existence of END USER'S Data or any information about END USER except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit END USER opportunity to object to the court or administrative body, except when prohibited by law.

2.5.3 Data Security. PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting END USER'S Data against unauthorized access. END USER may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to END USER'S Data originating from PRO-VISION Devices based on log-in credentials. END USER will contact PRO-VISION immediately if END USER believes any third party has used END USER'S account or accessed END USER'S Data without authorization.

2.6 Software Service Availability. PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available to END USER. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.7 Backup, Disaster Recovery, Bandwidth and Data Security. Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.5 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND SUSPENSION OF SERVICES

3.1 Software Service Fee. Per the Software Service and Hosting Agreement, the AGENCY shall pay PRO-VISION a monthly Software Service Fee in order to allow END USER access and use of the Software Service. No fees are separately owed by END USER in association with this License.

3.2 Suspension of Service. In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the END USER, including the right to access END USER'S Data, under any one or more of the following conditions:

(a) if END USER or the AGENCY is in breach of this License;

(b) if any security risk is created by END USER's or AGENCY's use of the Software Service;

(c) if END USER's or AGENCY's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other end user or licensee of the Software Service;

(d) if PRO-VISION may be exposed to liability through END USER's or AGENCY's use of the Software Service;

(e) if AGENCY becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or

(f) the Software Service licensed to AGENCY is otherwise suspended per the Software Service and Hosting Agreement.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that END USER's or AGENCY's breach is cured or the Software Service is otherwise terminated. END USER'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this License, at which point END USER'S Data may be deleted 60 days following written notice of termination.

4. TERM AND TERMINATION

4.1 Term. This License commences on the date of acceptance and will remain in effect until termination of the Software Service and Hosting Agreement unless this License is otherwise terminated per Section 4.2 below.

4.2 Termination

(a) Termination of the Software Service and Hosting Agreement. This License will terminate if the Software Service and Hosting Agreement is terminated for any reason.

(b) Termination for Breach. PRO-VISION may terminate this License if END USER breaches any of the terms or conditions of this License or of the Software Service and Hosting Agreement.

(c) Termination for Discontinuance of Affiliation with the AGENCY. This License will be terminated if and when END USER is no longer affiliated with the AGENCY.

(d) Termination by the AGENCY. Pursuant to the Software Service and Hosting Agreement, if the Agency becomes aware of any violation by END USER of the terms and conditions of this License or of the Software Service and Hosting Agreement, the AGENCY will immediately terminate END USER's access to END USER's Data and the Software Service.

4.3 Effect of Termination. Termination of this License or the Software Service and Hosting Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this License will immediately terminate END USER'S right to access END USER'S Data.

4.4 Survival. The rights and obligations of the parties contained in Sections 2.4 (Ownership), 4.3 (Effect on Termination), 5 (Confidential Information and Operational Data), 7 (Disclaimer), 8 (Indemnities), 9 (Limitation of Liability), and 11 (General Terms), together with any other provisions of this License which by their nature must survive in order to effectuate their enforcement, will survive the termination of this License or any other license for the Software Service.

5. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

5.1 Definition. For the purposes of the License, “Confidential Information” means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to END USER; (b) END USER’S Data; (c) any non-public business or technical information of PRO-VISION, including but not limited to any information relating to PRO-VISION’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as “confidential” or “proprietary” at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this License (including, without limitation, the amount of fees or other charges specified under this License).

5.2 Obligations. Each party will not use the other party’s Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as reasonably required in connection with the exercise of the party’s rights and performance of its obligations under this License, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party’s Confidential Information.

5.3 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, a party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement, and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, oppose, or otherwise limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the disclosing party’s obligations hereunder with respect to Confidential Information so disclosed.

5.4 Exclusions. Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this License by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential Information in a party’s possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

5.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

6. LIMITED WARRANTIES

6.1 Warranty of Authority. Each party warrants to the other that it has sufficient rights to enter into this License and to perform their respective obligations hereunder. END USER further warrants:

(a) that END USER is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this License and to perform all of END USER’S obligations under this License;

(b) that END USER is a U.S. person, as defined in 22 C.F.R. § 120.15;

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Signature

Scott Grice

Name

Principal Systems Adminstrator

Title

Date

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Modification and Waiver. This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this Agreement will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

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Applicable Law; Limitation of Actions. This Agreement will be construed, interpreted, governed and enforced by and in accordance with the laws of the State of Michigan in the United States of America, and the federal laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by LICENSEE more than one (1) year after the cause of action accrued. Any dispute regarding this Agreement or arising out of any of the transactions under this Agreement shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify PRO-VISION, Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PRO-VISION, Inc during the course of my relationship with you.

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 (11^{th}) 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

Andrew Beach
____
By: Name

Director of Sales
____
Its: Title

877692_1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: July 21, 2020
Page: 1

SUBJECT:

Request authorization for RFP for Cornerstone sports field lighting, (8) baseball/softball fields 225', two (2) baseball fields 250', one (1) t-ball area (2 fields). Alternate #1 includes two (2) baseball/softball fields 225' and Alternate #2 is per field cost for automated sports broadcasting camera system for a 225' and 250' fields.

AMOUNT & SOURCE OF FUNDING:

Series 2020 Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

David D'Aquilla, Interim Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

David D'Aquilla, Interim Director of Parks and Recreation

SUGGESTED MOTION

Move approval to authorize the RFP for release for the lighting for the Cornerstone Sports Complex Project.

REQUEST FOR PROPOSAL
SPORTS FIELD LIGHTING

Eight (8) Baseball/Softball Fields 225’

Two (2) Baseball Fields 250’

One (1) T-Ball Area (2 Fields)

Alternate #1: (2) Baseball/Softball Fields 225’

Alternate #2: Per field cost Automated Sports Broadcasting Camera System for a 225’ field and a 250’ field

FOR THE

CORNERSTONE SPORTS COMPLEX

CITY OF STARKVILLE

STARKVILLE, MS 39759

REQUEST FOR PROPOSAL (RFP) SPORTS FIELD LIGHTING

To: All Interested Bidders

You are invited to submit a formal proposal (bid) to design and install Sports Field Lighting at the City of Starkville Cornerstone Sports Complex, Starkville MS, in accordance with the attached General Conditions and Specifications. Please submit one original proposal including all catalogs and cut sheets as required.

No Pre-Bid Meeting will be held.

Schedule of Events Event	**Date**
Request for Proposal issued	July 21, 2020
Site Visit	Site open & available for review
RFPs due to the City Clerk	August 20, 2020
Purchasing Decision	Within 45 days

All proposals to this RFP must be submitted to and received, as indicated below:

Contact name:	Lesa Hardin
Mailing Address:	City Clerk 110 W Main St Starkville, MS 39759
Due Date:	August 20, 2020
Due Time:	10:00 AM

These proposals are not considered public record and may not be viewed by other bidders. A Register of Proposals must be maintained in the Starkville City Clerk's office and available to the public. Bids received after the above-listed date and time will not be accepted. Bid responses **will not** be accepted via fax or email. The proposal submitter shall bear all associated costs.

This package consists of:

GENERAL CONDITIONS

1. Scope of Work
The following are the general conditions for the work to be performed.

It is understood that except as otherwise specifically stated in the contract, the Vendor (Contractor) shall provide and pay for all materials, labor, tools, equipment, transportation, of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits, insurance and licenses (*including City of Starkville Business License*) necessary for the execution of the work shall be secured and paid for by the Vendor.

Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the Owner and only with prior written consent from the design team .

All data sheets and catalogs or other materials which are subject to review and action by the city shall be submitted in the form of one original.

2. Existing Conditions
The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. A geotechnical report will be provided by Neel-Schaffer Engineering outlining location and quantity of borings which have occurred. No consideration will be given to any claims based on lack of knowledge of existing conditions.

3. Insurance
Vendor shall, at its sole expense, maintain and keep on file the following insurance: public general liability with minimum limits of $1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of $1,000,000; commercial general liability with minimum limits of $1,000,000; personal injury and/or death with minimum limits of $1,000,000; medical coverage with minimum limits of $ 100,000 per person; and fire liability with minimum limits of $1,000,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi. Proof of such insurance shall be presented to the City of Starkville, Mississippi prior to execution of Vendor's contract, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to the City. Cancellation of any of the required insurance under this lease provides grounds for the City to immediately cancel and revoke Vendor's contract.

4. Statement of Vendor's Qualifications
As part of the proposal, the Vendor must complete the attached "Statement of Vendor's Qualification" form. The Vendor may be required, before awarding of contract, to demonstrate to the complete satisfaction of the City, that the Vendor has the necessary facilities, ability and financial resources to execute the work in a satisfactory manner and within the time specified; that the Vendor has experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the City of the Vendor's qualifications for executing the work.

5. Taxes
The applicable sales tax shall be shown as a separate entry on the total bid summation.

6. Trade Names “or Equal” Clause

The part numbers and trade names given for any products are taken from various manufacturers’ catalogs and are the preferred product. Material and/or equipment of other reputable manufacturers of equal quality, type, and style may be acceptable whether or not specifically mentioned, unless the term “No Substitutions” is included in the description. Reference to or specification of any article, device, product, material fixture, form or type of construction, etc., by name, make or catalog number, with or without the words “or equal,” shall be for the purpose of establishing a standard of quality and shall not be construed as limiting competition. Should the Vendor wish to use a product other than the make or kind specified, but which is equal to that specified, the Vendor shall submit to the City no less than two copies of a request for approval of substitution. No off-shore products will be accepted.

7. Trade Secrets, Confidential Information and the Mississippi Public Information Act

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

The City of Starkville will honor your notations of trade secrets and confidential information subject to the requirements of Mississippi’s Public Records Act. In the event a public information request is received for a portion of your proposal that you have marked as confidential information, you will be notified of such request pursuant to the Mississippi Public Records Act.

8. Grievance

Any actual or prospective bidder, offeror, or contractor shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that the grievance has been made in accordance with proposal requirements. Any grievance by a bidder shall be made known prior to any proposal opening in accordance with invitation to proposals.

9. Legal Statement

Please disclose any litigation within the last five years in which a claim has been made against you or your company asserting a cause of action other than:

1. Employment issues
2. Lis Pendens
3. Contracts not related to your professional work

Please explain the issues in these cases.

10. Governing Law

All proposals and related documents submitted to the City of Starkville by Vendors are governed under the laws of the State of Mississippi.

11. City Regulations

The Vendor and its representatives shall follow all applicable City of Starkville policies, regulations, and ordinances, while on City property, including policies regarding the use of tobacco, weapons, and drugs. No work shall interfere with regular City business activities or environment without permission from the Design Team.

12. ANTI-LOBBYING PROVISION
During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Starkville Board of Aldermen or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude proposers from discussing other matters with City Aldermen or City staff. This policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violations of this provision may result in rejection of the proposer's proposal.

13. Addenda
The Acknowledgement of Addenda form must be submitted with the package including authorized signatures

14. Proposal Form and Format
For questions concerning this Request for Proposal, contact:

Contact name: David D'Aquilla
Mailing Address: City Clerk
110 West Main Street
Starkville, MS 39579
Phone number: (228) 861-1897
Email address: daviddaquilla@cableone.net
CC: l.spruill@cityofstarkville.org
CC: l.hardin@cityofstarkville.org

All questions regarding this RFP will be submitted in writing, to which a written response will be provided by the City. No verbal questions will be entertained or answered. Electronic mail (email) is the preferred method for contact since it provides a record copy of the question and answer. Requests for clarifications should be emailed to the email address or mailed to the mailing address listed above. Answers to submitted questions will be emailed to all bidders with an email address on record. The email subject must be: "Clarification: Cornerstone Sports Complex Field Lighting RFP". The City will maintain a complete list of questions and answers. The City is not responsible for postal mail or email that is either undelivered or delayed.

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope with five (5) copies addressed to:

Cornerstone Sports Complex Field Lighting
City of Starkville
110 West Main Street
Starkville, MS 39759

15. Evaluation Factors

1. Proof of successful experience in projects of this nature in the state of MS. References are required and these sites are likely to be visited before final selection is made. (25%)
2. Ability to provide required services. (20%)
3. Price for materials and installation of the project turnkey (25%)
4. Manufacturer's warranty and support and provide twenty-five year cost of Ownership for lights warranty as specified for the camera system (20%)
5. Time factors associated with price quotes, commencement of installation and completion. (10%)

16. Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved as being the lower price, unless the bidder requests in writing a correction or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is late. No late proposal, late modification, or late withdrawal will be considered unless received before contract award, and the proposal, modification, or withdrawal would have been on time if not for the action or inaction of city personnel directly serving the procurement activity. The City of Starkville reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of the City of Starkville, MS. The City will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

17. Affidavits

Before acceptance of the proposal by the City, the Vendor will be required to furnish affidavits on the enclosed forms.

18. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless (a) the Vendor makes a request in writing to the City prior to the time set for opening of proposals or (b) the City fails to accept a bid within thirty-five (35) days after the date fixed for opening of bids.

19. SELECTION
Initial selection shall be based on the evaluation factors and qualifications of the person, including any firm, who is to provide the services; and

After the City makes its initial selection, it shall proceed to negotiate a contract at a fair and reasonable price.

If the City is unable to negotiate a satisfactory contract with the most highly qualified person, the City shall formally end negotiations with that person and begin negotiations with the second most highly qualified person. Negotiations shall be undertaken in this sequence until a contract is made.

NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER OF GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL

20. Contract Form
Upon contract award, the city and vendor will have a signed contract prior to any work being started.

21. Change in Contract
The Owner will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the Board of Aldermen before such work is begun.

22. Indemnification
Vendor shall assume the defense, hold harmless, and fully indemnify the City of Starkville, Mississippi, along with its employees, agents, and representatives, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Vendor's or any of its subcontractor's work on this project.

Please see attached indemnification form.

23. Time of Delivery
The Vendor's proposal shall specify the number of calendar days in which the Vendor guarantees delivery of the product. The vendor understands that the delivery of material and installation at the site may be 12 months from the time of approval of contract. **All information submitted by the vendor including pricing and delivery can be held for up to 12 months from the contract approval date.**

24. Warranty
All equipment proposed must be new and contain the current/latest software release where applicable. Refurbished equipment will not be accepted. Please see specifications for more details.

25. Site Visit
The site is open and accessible for review by any vendor/representative

26. Application for Payment
All applications for payment shall be submitted, signed by the Vendor and mailed to:

City of Starkville
110 West Main Street
Starkville, MS 39759

27. Payments
Invoices to be submitted on a monthly basis for review by the design team, and submitted to the City. Work will paid on a percentage of work completed and materials on-site or proven to be in storage.

Per Mississippi law, for projects other than MS Transportation Commission, retainage is limited to no more than 5%. For contracts over $250,000, retainage is 5% until 50% completion of the project. Then, the rate is reduced to 2.5% (if work is satisfactory) and half of the withheld funds must be returned to the contractor to be disbursed. The contractor may not withhold more from a subcontractor than the state withholds form the contractor.

1. Scope of Work

1.1. Furnish all labor, materials, tools, and equipment necessary to install, in place, turnkey, all LED lighting system as indicated on the plans and as specified herein. Coordinate the work with installation of work of related trades as the work proceeds. The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings.

1.2. This package contains the following digital documents:

- 1.2.1. Cornerstone Boring Logs. Site Plan Sheet
- 1.2.2. Cornerstone Boring Logs
- 1.2.3. NS.15405.000.001 – Cornerstone Sports Facility GEO Report. 9.22.2019
- 1.2.4. D1.1 – 225' baseball & softball field layout
- 1.2.5. D1.2 – 250' baseball field layout
- 1.2.6. C3.5 – Overall site plan and field numbering layout
- 1.2.7. C3.7 – T-Ball site plan
- 1.2.8. Base -CS 2020 – CAD file overall site plan – Transformer and meter locations

1.3. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.

1.4. The purpose of these specifications is to define the lighting system performance and design standards for Cornerstone Park project using an LED lighting source. The manufacturer / contractor shall supply lighting installation and equipment to meet or exceed the standards set forth in these specifications as coordinated with other contractors and the design team.

1.5. The sports lighting will be for the following venues:

- 1.5.1. Baseball/Softball Fields 1-10, and one T-Ball Area (2 Fields)
- 1.5.2. 8 Fields at 225' outfield fencing
- 1.5.3. 2 Fields at 250' outfield fencing
- 1.5.4. Alternate #1: Lighting 2 additional fields (11-12)
  - 1.5.4.1. 4 pole lighting system with same field specifications, 225' outfield fencing
- 1.5.5. Alternate #2: Automated Sports Broadcasting Camera
  - 1.5.5.1. Per field cost Alternate #2: System for a 225' field and a 250' field

1.6. The primary goals of this sports lighting project are:

- 1.6.1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
- 1.6.2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
- 1.6.3. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
- 1.6.4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
- 1.6.5. Sequencing and scheduling:
  - 1.6.5.1. Coordinate the lighting work with installation of related trades as the work proceeds
  - 1.6.5.2. Sequence the Work in order to prevent deterioration of installed system/

2. Lighting Performance

2.1. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
225’ Baseball/Softball	50/30 footcandles	2.0:1.0	25/94	20'x20'
Bullpens Batting Cages	20 footcandles	2.5:1.0	12	10’ x 10’
250’ Baseball	50/30 footcandles	2.0:1.0	25/44	30’ x 30’
T-Ball	30 footcandles	5:1.0	84	20’ x 20

2.2. Color: The lighting system shall have a minimum color temperature of <5700K and a CRI of <65+.

2.3. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
34	Baseball/Softball – Infield/Outfield	70’
3	T-Ball Area	50’

3. Environmental Light Controls

3.1. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

3.2. Glare Control: Maximum candela values at a distance of 150 feet and a height of 3 feet are defined for typical sports fields below.

Typical Field Type	Maximum Candela at 150 feet
Baseball/Softball	<10,000 candela

To meet IES standards (RP6-15 page 4) for environmental light control in suburban areas, the off-field footcandle and candela (cd) values shall be less than 10,000 cd at 150’ around the perimeter of the field. Vertical lighting for aerial sports must be maintained for playability. Please provide photometric analysis with lighting design.

3.3. Spill Scans: Spill scans must be submitted indicating the amount of horizontal along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.

Typical Field Type	Maximum Spill at 150 feet
Baseball/Softball	<.5 FC

3.4 The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five-years experience or by a manufacturer’s laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.
Environmental Light Control

4. Cost of Ownership

4.1. Manufacturer shall submit a 25-year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs

5. Product – Sports Lighting System Construction

5.1. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

5.2. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

5.3. System Description: Lighting system shall consist of the following:

5.3.1. Galvanized steel poles and cross-arm assembly.
5.3.2. Non-approved pole technology:
5.3.3. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted.
5.3.4. Concrete poles will not be accepted

5.4. Lighting systems must use concrete foundations.

5.4.1. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
5.4.2. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.

5.5. Manufacturer will supply all drivers and supporting electrical equipment

5.5.1. Remote drivers and supporting electrical equipment will be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.
5.5.2. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.

5.6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.

5.7. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
5.8. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 7 for further details.
5.9. Contactor cabinet to provide on-off control.
5.10. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
5.10.1. Integrated grounding via concrete encased electrode grounding system.
5.10.2. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780.The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
5.11. Safety: All system components shall be UL listed for the appropriate application.
5.12. The pole shall have supports built in for the installation of banners with a top and bottom support. Size to be determined based on manufacturer capabilities.

6. Electrical

6.1. Electric Power Requirements for the Sports Lighting Equipment:
6.1.1. Electric power: 480v Volt, 3 Phase
6.1.2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
6.2. Energy Consumption: The kW consumption for the field lighting system shall be 296.8 kW.

7. Control

7.1. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
7.2. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
7.3. Dimming: System shall provide for 3-stage 4-stage dimming (high-medium-low-blackout). Dimming with be set via scheduling options (Website, app, phone, fax, email) or via an onsite user interface tablet or device.
7.4. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.
7.5. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

7.6. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
7.7. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
7.8. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
7.9. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
   7.9.1. Cumulative hours: shall be tracked to show the total hours used by the facility
   7.9.2. Report hours saved by using early off and push buttons by users.
7.10. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
7.11. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

8. Structural Parameters

8.1. Wind Loads: Wind loads shall be based on the 2012 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 115 and exposure category C.
8.2. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
8.3. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report.
8.4. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

9. Execution – Soil Quality Control

9.1. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
   9.1.1. Providing engineered foundation embedment design by a registered engineer in the State of Mississippi for soils other than specified soil conditions;
   9.1.2. Additional materials required to achieve alternate foundation;
   9.1.3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

10. Field Quality Control

10.1. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

10.2. Field Light Level Accountability

10.2.1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.

10.2.2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.

10.2.3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

10.3. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

11. Warranty and Guarantee

11.1. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. There will be no 3rd party warranties, manufacturer will provide warranty; both parts and labor. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

11.2. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage

12. Design Approval

12.1. Design Approval: The owner / engineer will review pre-bid submittals as outlined in section 12.3 from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.

12.2. Basis of design: Musco's Light-Structure SystemTM with TLC for LEDTM is the basis of design. All manufactures including the basis of design product must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing approved lighting manufacturers and designs.

12.3. All manufacturers shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.

12.4. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.

	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of MS.
	H	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide 10 references of customers currently using proposed system in the state of MS.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of MS.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of MS. Provide a method statement detailing how you plan to execute on the long term warranty. Provide detail on the team executing on the warranty.
	K	Project References	Manufacturer to provide a list of 10projects where the technology and specific fixture proposed for this project has been installed in the state of MS. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	N	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
	O	Cost of Ownership	Document cost of ownership as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included. All costs should be based on 25 Years
	P	Environmental Light Control Design	Environmental glare impact scans must be submitted showing the maximum candela from the field edge on a map of the surrounding area until 500 candela or less is achieved.

The information supplied herein shall be used for the purpose of complying with the specifications for Cornerstone Park project. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: ______________________________ **Signature:** _________________________

Contact Name: ______________________________ **Date:** ______/______/_____

Contractor: _________________________________ **Signature:**______________________

PROPOSAL CHECKLIST
FOR THE CITY OF STARKVILLE
CORNERSTONE SPORTS COMPLEX LIGHTING

BIDDERS:
Name of Firm:
____

YOU ARE REQUIRED TO COMPLETE THIS CHECKLIST AND INCLUDE IT WITH YOUR PROPOSAL.

YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL OF THE FOLLOWING ITEMS IN THE ORDER SPECIFIED:

_____ 1. SIGNED PROPOSAL CHECKLIST

_____ 2. SIGNED PROPOSAL FORM

_____ 3. LIGHTING DESIGN

_____ 4. PROJECTS OF SIMILAR SCOPE IN LAST 3 YEARS & CONTACT INFO.

_____ 5. DETAILED PRODUCT INFORMATION

_____ 6. WARRANTY INFORMATION ~ including all terms and conditions.

_____ 7. STATEMENT OF VENDOR'S QUALIFICATIONS

_____ 8. SIGNED AFFIDAVIT

_____ 9. INDEMNIFICATION

_____ 10. ACKNOWLEDGMENT OF ADDENDA

Required Form

PROPOSAL FORM FOR CORNERSTONE SPORTS COMPLEX LIGHTING
TO BE RECEIVED NO LATER THAN 10:00 AM, CST
August 20, 2020

DELIVER TO:

Contact name:	Lesa Hardin
Mailing Address:	City Clerk 110 W Main St Starkville, MS 39759
Due Date:	August 20, 2020
Due Time:	10:00 AM

____

Name of Firm:

Having carefully examined the Proposal Invitation Letter, the General Conditions, and the Request for Proposal for Sports Field Lighting, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery as specified in the attached proposal for the total sum not to exceed:

Project Cost $________________________

7% MS Sales Tax $________________________

Total Lump Sum Cost (Tax Included) $______________________________
(8) Baseball/Softball Fields 225'
(2) Baseball Fields 250'

Alternate #1: (2) Baseball/Softball Fields 225' $__________________________
Alternate #2: Automated Sports Broadcasting
Per field cost Camera System for a 225' field $__________________
Per field cost Camera System for a 250' field $__________________

Once order is placed – Number of days before equipment arrives on site: __________

Respectfully Submitted,

____
Name of Firm

____
Address of Firm

____
Print Name Title

____
Signature

____
Name and Title of Vendor's Representative who will service contract

____
Telephone #(s) of Vendor's Representative

____
Email address of Vendor's Representative

Required Form

STATEMENT OF VENDOR'S QUALIFICATIONS
(Vendors with no previous work experience with the City)

To accompany proposals submitted for design and providing equipment for Sports Field Lighting at the Cornerstone Sports Complex.

Name of Vendor ____

Telephone Number ____

Fax Number ____

Business Address ____

____

When Organized? ____

Where Organized? ____

Partnership? _________ Corporation? __________

How many years have you been engaged in this business under the present firm name? ______

Please attach a list of major accounts in Mississippi comparable to the work proposed. If no accounts in Mississippi, list other accounts.

Remarks: ____

The above statement must be subscribed and sworn to before a Notary Public.

Date: ____

Firm Name: ____

By: ____

Title: ____

____
Notary Public

Notary Seal

____
Commission Expires

Required Form

FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the Proposal)

STATE OF ______________________________)

COUNTY OF _____________________________)

____
Being first duly sworn, deposes and says that he/she is

____
(Sole owner, a partner, president, secretary, etc.)

of ____
the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said OFFEROR has not colluded, conspired, connived, or agreed directly or indirectly, with any OFFEROR or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other OFFEROR, or to fix any overhead, profit or cost element of said proposal price, or that of any other OFFEROR or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such OFFEROR has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

____
(Offeror)

Sworn to and subscribed before me this __________ day of _______________, 20___.

____________________________ State _____________ County _____________

Notary Public in and for

My commission expires ____, 20___.

Required Form

INDEMNIFICATION
(This form is a part of the proposal)

The VENDOR will indemnify and hold harmless the OWNER (*THE CITY OF STARKVILLE*) and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of, tangible property including the loss of use resulting therefrom and is caused in whole or in part by any negligent or willful act or omission of the VENDOR, and anyone directly or indirectly employed by it, or contracted with it, or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or any of their agents or employees by an employee of the VENDOR, and anyone directly or indirectly employed by or contracted with any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the VENDOR under the workman's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the VENDOR under this paragraph shall not extend to the liability of the CITY OF STARKVILLE or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

VENDOR: ____

BY: ____

PHONE: ____

Required Form

ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. ____________________, dated ________________.

Addendum No. ____________________, dated ________________.

Addendum No. ____________________, dated ________________.

Addendum No. ____________________, dated _________ ______.

Addendum No. ____________________, dated _________ ______.

Company ____

Authorized Signature____

Print Name____

Automated Sports Broadcasting Specification

Alternate #2: Per field cost for Automated Sports Broadcasting System for a 225' field and a 250' field

FOR THE

CORNERSTONE SPORTS COMPLEX

CITY OF STARKVILLE

STARKVILLE, MS 39759

Automated Sports Broadcasting

GENERAL SUMMARY

1. Work covered by this section of the specifications shall conform to the contract documents, engineering plans, as well as state and local codes.

   The purpose of these specifications is to define the automated sports broadcasting performance and design standards for Cornerstone Park. The manufacturer / contractor shall supply equipment to meet or exceed the standards set forth in these specifications. The automated sports broadcasting system will be for the following venues:

   1.1. Baseball Softball Per Field Cost for 225' field and 250'.

2. The primary goals of this project are: Video Capture: Provide the design and supply of a complete video system including pole structure, foundation system, poletop camera assembly, electrical equipment enclosure for networking equipment, wire harnessing, and all required mounting brackets and associated hardware.

   2.1. Connect: Design and supply the onsite data network for the video system including automated alerts for network and/ or camera outages.

   2.2. Automated production: Provide an automated video production solution that can analyze game play and produce a professional level broadcast including automated camera switching and automated digital pan, tilt, zoom.

   2.3. Distribution of video content: Provide a video distribution portal to allow viewers to find and watch broadcasts on a computer, mobile device, or smart TV.

   2.4. Ease of Operation: Provide a web-based broadcast management tool that allows facility owner to enter broadcast schedules. The system shall have the capability to recognize if there is an active game being played and automatically start or stop the video stream at the beginning or end of a game.

Commented [MD1]: 1.1 D. 3. We may not have Pan Tilt & Zoom on day one. Also may want to put Digital PTZ in there. We won't have any mechanical parts to break down.

Commented [ME2R1]: I think we can market this as Pan Tilt Zoom but decide only to apply some or part of that. Also, we don't usually like to use acronyms especially on new stuff.

Commented [ME3R1]:

Commented [MD4R1]: Not stuck on the PTZ acronym, just that it is digital, not mechanical.

Commented [MD5]: 1.1 D. 4. Smart TV app not included in basic model customer has to pay more for?? Can stay as long as quote reflects it???

Commented [ME6R5]: Not following you on this one. The smart TV apps are free to download. you only pay to watch a game

Commented [ME7R5]:

Commented [MD8R5]: Sorry was thinking of how BlueFrame charges extra for developing custom OTT App. We will not have this with the MuscoVision App.

3. **PRODUCT**

   3.1. AUTOMATED SPORTS BROADCASTING SYSTEM CONSTRUCTION

   3.2. Manufacturing Requirements: All components shall be designed and manufactured as a system. All cameras, wire harnesses, networking equipment and other enclosures shall be factory assembled, aimed, wired, and tested.

   3.3. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the camera, pole, or electrical components enclosure.

   3.4. System Description: Automated sports broadcasting system shall consist of the following:

3.4.1. Pole Structures

3.4.1.1. 30’ Galvanized Steel Poles: Camera systems mounted on 30’ galvanized steel poles shall use concrete foundations. See Section 2.4 for details.

3.4.1.2. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.

3.4.1.3. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-enforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.

3.4.1.4. 14’ Fiberglass Reinforced Composite Poles: Camera systems mounted on 14’ fiberglass pole.

3.4.1.5. For a foundation with a fiberglass reinforced composite base system, the base shall be embedded with a two-part polyurethane expanding foam.

3.4.2. Camera Equipment: Manufacturer will supply all cameras with supporting data and electrical equipment

3.4.2.1. Optics: System should be able to provide various optical configurations to allow for wide (180 degrees), medium, or narrow viewing angles. The narrow for baseball/softball outfield applications shall have either optical or zoom capabilities to capture a narrow shot from 20’ on either side of the batter’s box along a plane perpendicular to a line from the center field camera location through home plate. See site layout for location specific optical requirements

Commented [MD9]: 2.1 C. 2. b. "20’ on either side of the batter’s box".. along a plane perpendicular to a line from the center field camera location through home plate.

Commented [ME10R9]: Got It

Commented [ME11R9]:

3.4.2.2. Image Processing

3.4.2.2.1. Image Stitching – if multi-sensor cameras are utilized, the system shall be capable of stitching the images together to provide a seamless image in regard to resolution, color, and angle in order to provide broadcast level image.

3.4.2.2.2. Image De-warping - In order to provide a broadcast quality image, the system shall have the capability to de-warp the image to correct for lens barrel distortion. This applies to both single sensor cameras as well as multi-sensor.

3.4.3. Electrical Equipment Enclosure (ECE): System shall include a electrical equipment enclosure for any electric or electronic equipment including networking equipment, power supplies, surge suppression, or other required equipment.

3.4.4. Wire harness complete with plug-in connections for fast, trouble-free installation.

3.4.5. Control cabinet to allow for remote management and diagnostics.

3.4.6. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

3.4.6.1. Integrated grounding via concrete encased electrode grounding system.

3.4.6.2. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780.The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

3.5. Safety: All system components shall be UL listed for the appropriate application.

4. AUTOMATION

4.1. Broadcast Scheduling: Once a broadcast is scheduled in the control system, the automated sports broadcasting system shall be able to detect an active game being played and automatically begin the video stream. Once the game is over, the system shall be capable of recognizing the end of game and automatically end the video stream. In the event that the game extends beyond the broadcast period, the system shall be capable of detecting this and extend the broadcast to ensure the game is broadcast in its entirety.

4.2. Broadcast Production: The automated broadcast production shall automatically produce a broadcast.

4.2.1. Automated Camera Switching: The system shall be capable of analyzing game play and automatically switch cameras based on game action.

4.2.2. Automated Camera Control - Pan, Tilt Zoom: The system shall be capable of following play and adjusting the pan, tilt, or zoom based on game play.

5. VIDEO DISTRIBUTION

5.1. The manufacture shall provide a full featured viewing platform including:

5.1.1. Viewing Platforms: Manufacturer shall provide viewing on a variety of platforms including

5.1.1.1. Website

5.1.1.2. Mobile Application for IOS and Android

5.1.1.3. Content Applications

5.1.1.3.1. Apple TV

5.1.1.3.2. Android TV

5.1.1.3.3. Roku

5.1.1.3.4. Amazon Fire

5.1.2. Content Viewing: Sports Broadcast shall be available for viewing in three different formats:

5.1.2.1. Live Viewing

5.1.2.2. On-Demand Viewing

5.1.2.3. Broadcast Download

5.1.3. Player Controls:

5.1.3.1. Play, Pause, Rewind, Fast Forward

5.1.4. Integrated Paywall: System shall have an integrate paywall to allow viewers to procure access passes to view broadcast. The system shall be capable of processing credit card transactions.

6. CONTROL

6.1. Remote Control System: System shall allow owner and users with a security code to schedule broadcasts via a website, phone, or email. up to ten years in advance. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

6.1.1.1.1. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields. Remote Monitoring System: System shall monitor broadcast and notify manufacturer if a camera or network outage is detected so that appropriate maintenance can be scheduled.

6.2. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual usage and provide reports by facility and user group. Mobile application will be provided suitable for IOS and Android devices.

6.2.1.1.1. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field video system that is readily accessible to the owner.

6.3. Communication Costs: The facility owner is responsible for communication cost and will supply the bandwidth of 55 Mbps.

6.4. Streaming hours: The manufacture supply 750 hours worth of streaming for each field or court with the equipment. The control system shall be capable of:

6.4.1. The current balance and usage of the streaming hours
6.4.2. Notification that the balance is getting low
6.4.3. The system shall be capable of processing credit card transactions in order for the facility owner to purchase additional streaming hours.

Commented [MD12]: 2.3 D. Upload/Download

Commented [ME13R12]: good point

Commented [ME14R12]:

7. **ELECTRICAL**

7.1. Electric Power Requirements for the control cabinet and camera equipment:

7.1.1. Line Voltage

7.1.1.1. Electric power: 120 Volt, Single Phase

7.1.1.2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

7.1.2. Power over Ethernet: Cameras remote from power may utilize power over ethernet as long as the wire run distance is 300' or less.

8. **STRUCTURAL PARAMETERS (same as lighting)**

9. **PART 3 – EXECUTION**

9.1. SOIL QUALITY CONTROL

10. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
11. Providing engineered foundation embedment design by a registered engineer in the State of MS for soils other than specified soil conditions;
12. Additional materials required to achieve alternate foundation;
13. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

13.1. DELIVERY TIMING

13.2. Delivery Timing Equipment On-Site: The equipment must be on-site 4-6 from receipt of approved submittals and receipt of complete order information.

Commented [MD15]: Font Size

14. **WARRANTY AND GUARANTEE**

14.1. 5-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 5 years from the date of shipment for all parts and labor. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner.
	D	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of MS, if required by owner. (May be supplied upon award).
	E	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system.
	F	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of MS.
	G	Project References	Manufacturer to provide a list of 2 projects where the technology and specific camera proposed for this project has been installed in the US. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	H	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	I	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	J	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for . By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: ______________________________ **Signature:** _________________________

Contact Name: _____________________________ **Date:** ______/______/_____

Contractor: ______________________________________

Signature: ______________________________

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CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: July 21, 2020
Page: 1

SUBJECT:

Request approval of RFP Committee to review the Cornerstone Lighting RFP and to provide a recommendation on the system to the Mayor and Board of Supervisors. The RFP committee to consist of Alderman Ward 4, Jason Walker, Athletic Supervisor Nick Callahan, and City Engineer Ed Kemp.

AMOUNT & SOURCE OF FUNDING:

No cost for the RFP committee

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Mayor Lynn Spruill

SUGGESTED MOTION

Move to approve the appointment of an RFP Committee to review the Cornerstone Sports Field Lighting and provide a recommendation back to the Mayor and Board of Alderman.

AGENDA ITEM NO:
AGENDA DATE: July 21 2020
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best bid from Consolidates Pipe & Supply to purchase a trench box assembly set in the amount of $8,790.00

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE: 2 Bids Received

Consolidated Pipe	$8,790.00
Trench Plate Rental Co.	$8,960.00

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to purchase a trench box assembly set from Consolidates Pipe & Supply in the amount of $8,790.00

Consolidated Pipe & Supply, Co., Inc.
2505 Mattox Street
Tupelo, MS 38801
Phone (662) 841-1270
Fax (662) 841-2490

Name
Location **STARKVILLE UTILITIES**

Bid Date 07/08/2020

Gentlemen, we are pleased to offer the following items for your consideration:

Item	Quantity	Unit	Description	Unit Price	Extension
	2	EA	4' X 7' SHIELD PANEL ASSEMBLY PAIR	3500.00	7000.00
	8	EA	42" SPREADER	80.00	640.00
	1	EA	24" LEG EXTENSION SET OF 4	385.00	385.00
	1	EA	FREIGHT CHARGE	625.00	625.00
	1	EA	STACKING KIT SET OF 4	140.00	140.00
				TOTAL	**8790.00**

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days
F.O.B. Jobsite

Thanks,

Cliff Waddle
Utility Sales Representative
Consolidated Pipe & Supply Co., Inc.

ultra SHORE

ATLANTA, GA
TEL: 404-505-0510
4745 BAKERS FERRY RD. SW ATLANTA, GEORGIA 30336

REVISED QUOTE

SHIP:

CUSTOMER: Starkville Utilities

Nfiorentino@starkvilleutilities.com

DATE 7/8/20

ORDERED BY: Nick Fiorentino

QTY	SHIELD ASSEMBLY	UNIT	PART NUMBER	UNIT COST	EXTENSION
	4' X 12' SHIELD PANEL ASSY	PR.	S48-144	$5,300.00	
	4' X 10' SHIELD PANEL ASSY	PR.	S48-120	$4,575.00	
2	4' X 7' SHIELD PANEL ASSY	PR.	S48-84	$3,575.00	$7,150.00
	4' X 5' SHIELD PANEL ASSY	PR.	S48-60	$3,350.00	
	2' X 7' SHIELD PANEL ASSY	PR.	S24-84	$2,730.00	
	2' X 5' SHIELD PANEL ASSY	PR.	S24-60	$2,515.00	
	*Includes spreader adapters and pins/keepers				

QTY	END PANELS	UNIT	PART NUMBER	UNIT COST	EXTENSION
	4'x2' PANEL w/ shorelock	ea.	EP-48-24	$800.00	
	4'x3' PANEL w/ shorelock	ea.	EP-48-36	$900.00	
	4'x4' PANEL w/ shorelock	ea.	EP-48-48	$1,000.00	
	4'x5' PANEL w/ shorelock	ea.	EP-48-60	$1,400.00	

QTY	SPREADER ASSEMBLIES	UNIT	PART NUMBER	UNIT COST	EXTENSION
	20" SPREADER	ea.	SP-20	$48.00	
	24" SPREADER	ea.	SP-24	$55.00	
	30" SPREADER	ea.	SP-30	$70.00	
8	42" SPREADER	ea.	SP-42	$85.00	$680.00
	54" SPREADER	ea.	SP-54	$105.00	
	72" SPREADER	ea.	SP-72	$125.00	
	84" SPREADER	ea.	SP-84	$155.00	
	96" SPREADER	ea.	SP-96	$165.00	
	20" to 26" adj spreader assy	ea. assy	ASA-20	$120.00	
	30" to 42" adj spreader assy	ea. assy	ASA-30	$175.00	
	40" to 54" adj spreader assy	ea. assy	ASA-40	$200.00	
	23" OVERSLEEVE w/pins	ea.	OS-23	$125.00	
	33" OVERSLEEVE w/pins	ea.	OS-33	$135.00	

QTY	WHEEL KIT	UNIT	PART NUMBER	UNIT COST	EXTENSION
	60" AXLE	KIT	AX-60	$750.00	
	72" AXLE	KIT	AX-72	$850.00	

QTY	MISC ACCESSORIES	UNIT	PART NUMBER	UNIT COST	EXTENSION
	SPREADER ADAPTER w/o pin	ea.	SPA-3	$26.00	
	SPREADER PIN	ea.	P-5/8	$6.00	
1	SUPPORT LEGS (24" extension)	set of 4	SL-1.25(3)	$390.00	$390.00
	LIFTING SLING	ea.	LS-48	$275.00	
1	STACKING KIT	set of 4	STK	$140.00	$140.00
	STACKING TUBE KEEPER	ea.	STK-2	$4.00	

QTY	ITEM DESCRIPTION	UNIT	PART NUMBER	UNIT COST	EXTENSION
	Freight				$600.00

Prices: Valid for 60 days
Terms: Net 30 Days
Freight: first box $350, subsequent boxes $250 each
Delivery: Typically 10 days -2 weeks
Plus applicable tax

TOTAL INVOICE $8,960.00