



OFFICIAL ELECTRONIC PACKET

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

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

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

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 6, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 30, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO REVISE THE SMOKING LOCATION TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

B. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL COOPERATIVE AGREEMENT WITH OKTIBBEHA COUNTY TO SHARE THE COST OF CLEANING SKINNER CREEK WITH THE CITY PROVIDING IN KIND SERVICES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A FIVE YEAR BASE ACCESS SERVICE PLAN WITH QTPD IN THE AMOUNT OF \$3,780.00 AND A ONE YEAR CELLULAR CONNECTION FEE OF \$480.00 TO OPERATE THE SELF-SERVE FUEL TERMINAL AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

1. CONSIDERATION OF FP 20-08: A REQUEST FOR FINAL PLAT APPROVAL FOR "THE PRESERVE AT HUNTINGTON PARK- PHASE 1 PART 1" SUBDIVISION LOCATED AT THE WEST END HUNTINGTON DRIVE IN A SD-6 ZONING DISTRICT PARCEL NUMBER 105-15-003.04 WITH CONDITIONS AS RECOMMENDED.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE OF \$15,422.50 FOR THE LINCOLN GREEN SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTING THE QUOTE FOR A ONE-YEAR WARRANTY ON THE JCB EXCAVATOR FOR THE STREET DEPARTMENT FROM DEEP SOUTH EQUIPMENT IN THE AMOUNT OF \$5,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 10, 2020 FOR FISCAL YEAR ENDING 9/30/21, 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 OCTOBER, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF AGREEMENT WITH SADA SYSTEMS, INC. FOR USE OF THE GOOGLE MAPS PLATFORM.

I. PARKS

1. REQUEST AUTHORIZATION TO AWARD CORNERSTONE PARK FIELD INSTALLATION TO LOWEST BIDDER, SPORTS CONTRACTORS UNLIMITED LLC, IN THE AMOUNT OF \$2,685,960.00.
2. REQUEST AUTHORIZATION TO PURCHASE TOUCHLESS BATHROOM EQUIPMENT FROM THE LOWEST BIDDER, FERGUSON ENTERPRISES, OF \$34,152.73.
3. REQUEST AUTHORIZATION TO CONTRACT NEEL-SCHAFER TO DO FINAL POST CONSTRUCTION AS-BUILT SURVEY AT A COST NOT TO EXCEED \$9,700 TO VERIFY COMPLETION OF PHASE I AND PROVIDE A BASE MAP FOR THE NEXT PHASE OF WORK AT CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. POLICE

- a. CONSIDERATION TO ALLOW POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE UNITED STATES MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING IN BIRMINGHAM, AL ON DECEMBER 9, 2020 WITH NO REGISTRATION FEE.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR A REAR LOADER REFUSE TRUCK FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS REPLACEMENT OF THE 2007 FREIGHTLINER WHICH IS SHOWING SIGNS OF FUTURE NEEDED REPAIRS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$33,592.68 FOR THE REPAIR OF THE ELECTRIC DIVISION BUCKET TRUCK 38.
2. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION PUSH CAMERA AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE, AT THE LOWEST QUOTE, A REPLACEMENT PUSH CAMERA FROM COVINGTON SALES AND SERVICE, INC IN THE AMOUNT OF \$9,500.00.
3. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) ENHANCED SECURITY DEPOSIT AGREEMENT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 1, 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-17-20
PAGE: 1 of 35

SUBJECT: Request approval of the minutes of the October 6, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the October 6, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 6, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 6, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker asked to add XI. Department Business, Community Development Planning, Item B.2.a., FP 20-05, to consent.

Alderman Carver asked to add XI. Department Business, Fire Department, Item F.3, Firehouse Sub Public Safety Grant, to consent.

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

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

Alderman Sistrunk offered a motion, duly seconded by Alderman Little, to approve the October 6, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 6, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 10, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 11, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STARKVILLE AREA ARTS COUNCIL PRESENTATION BY JOHN BATEMAN

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING AND PROPERTY LOCATED AT 124 YELLOW JACKET DRIVE WITH PARCEL NUMBER 102H-00-038.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

B. PUBLIC HEARING AND CONSIDERATION OF UE 20-02 A USE EXCEPTION TO ALLOW FOR A "CAR TITLE LOAN, PAYDAY ADVANCE, OR LOAN BUSINESS" AT 210 HIGHWAY 12 WEST, SUITE H IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102G-00-002.07.

C. FIRST PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CONTRACT EXTENSION WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR ASSISTING WITH STATE AND NATIONAL LEGISLATION REQUESTS.

B. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

X. BOARD BUSINESS

- A. CONSIDERATION OF AN EIGHTH RESOLUTION OF THE CITY OF STARKVILLE REPEALING THE CITY'S SEVENTH COVID-19 RESOLUTION AND ADOPTING EXECUTIVE ORDER 1525.
- B. CONSIDERATION OF APPOINTING JESSICA HILL AS AN ELECTION COMMISSION OFFICIAL.
- C. CONSIDERATION TO REAPPOINT MR. WILLIE GILLESPIE AND MR. LOREN "BO" BELL TO FILL TWO VACANCIES FOR THE STARKVILLE HOUSING AUTHORITY BOARD OF TRUSTEES; TERM APPOINTMENTS FOR BOTH VACANCIES WILL BE FOR A FIVE-YEAR PERIOD, OCTOBER 7, 2020 – OCTOBER 7, 2025.
- D. CONSIDERATION OF IMPLEMENTATION OF SALARY ADJUSTMENTS BASED ON MARKET SURVEY AND UPDATING SALARIES TO INCLUDE LONGEVITY RAISES SUSPENDED IN FY20.

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 99 WALDEN WAY; 108 TANGLEWOOD DRIVE; AND 203 MCKINLEY STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. CONSIDERATION OF FP 20-05 REQUEST FOR FINAL PLAT APPROVAL FOR AGGREGATING TWO LOTS WITH A TOTAL ACREAGE OF 0.38 ACRES INTO ONE LOT LOCATED AT 105 W. GILLESPIE STREET IN A TN-E ZONING DISTRICT WITH THE PARCEL NUMBERS 102A-00-196.00 AND 102A-00-197.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE LOUISVILLE STREET SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING, LLC IN THE AMOUNT OF \$11,924.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE IN THE AMOUNT OF \$9,660.00, TO BE 100% PAID FROM FEMA GRANT 105-70240-00, FOR THE BRIARWICK CONCRETE ROADWAY PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2020 FOR FISCAL YEAR ENDING 9/30/20 and 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. CONSIDERATION OF THE LOWEST AND BEST BID FOR FINANCING FROM TRUSTMARK NATIONAL BANK IN THE AMOUNT OF \$197,600 OVER THREE YEARS TO BE MADE QUARTERLY BEGINNING JANUARY OF 2021 AT 1.61% INTEREST FOR THE LEASE PURCHASE OF (1) ASPHALT TRUCK TO BE USED BY STARKVILLE STREET DEPT.
3. REQUEST APPROVAL OF 2020 MUNICIPAL COMPLIANCE QUESTIONNAIRE.
4. CONSIDERATION OF BUDGET AMENDMENTS FOR FISCAL YEAR 2020.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, BATTALION CHIEF ANDY SHARP, CPT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, LT. CHANCE CUMMINGS, LT. BRIAN CLARK) TO TRAVEL TO THE ROSENBAUER COMPANY, LOCATED IN WYOMING, MN TO PERFORM FINAL INSPECTIONS ON THE (2) INCOMING FIRE TRUCKS THE 3RD WEEK IN OCTOBER AND WILL BE AT NO COST TO THE CITY.
2. REQUEST AUTHORIZATION TO ACCEPT THE SOLE SOURCE QUOTE FROM MAGNEGRIP TO PURCHASE DIESEL EXHAUST VENTING SYSTEM FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$183,864.00 TO BE REIMBURSED 90% BY GRANT.
3. REQUEST AUTHORIZATION TO ACCEPT THE FIREHOUSE SUB PUBLIC SAFETY FOUNDATION GRANT IN THE AMOUNT OF \$21,309.65.

G. HUMAN RESOURCES

1. REQUEST APPROVAL OF THE PROMOTIONS OF JASON WILLIAMS TO THE RANK OF CAPTAIN, BRIAN CLARK AND MATTHEW DOSS TO THE RANK OF LIEUTENANT, JOSPEH DIAZ, MICHEAL EDWARDS, NICHOLAS PEARSON AND PATRICK WARNER TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION

PROCESS HELD ON SEPTEMBER 14, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JONATHAN WADE AS A FIRE INSPECTOR IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST APPROVAL OF THE PROMOTIONS OF MICHAEL EDWARDS AND TOM ROBERSON TO THE RANK OF CAPTAIN. STEVEN KELLY TO THE RANK OF LIEUTENANT, TYLER DAVIS, JONATHAN HEADLEY AND BOBBY THOMAS ALL TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 22, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CARL GRIFFIN AS A CERTIFIED FIREFIGHTER, AND AUTHORIZATION TO HIRE JALEN CALMES, AND ERIK ROGERS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR A MARKETING AND SPONSORSHIP MANAGER IN THE PARKS AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE SUPERVISOR IN THE PARK AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF CORNERSTONE PARK SB CONSTRUCTION, LLC CHANGE ORDER #2 WITH ZERO DOLLAR CHANGE TO REDUCE THE 10 % RETAINAGE, \$209,557.79, TO A 5% RETAINAGE OF \$104,778.90.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM SECURITY SOLUTIONS IN THE AMOUNT OF \$ 15,211.90 TO REPLACE THE FIRE ALARM SYSTEM AT THE TRAVIS OUTLAW SPORTSPLEX.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW CPL. STRATON WOODS, TO ATTEND THE MISSISSIPPI TACTICAL OFFICERS ASSOCIATION MARKSMANSHIP TRAINING, OCTOBER 19-23, 2020, LOCATED IN SOUTHAVEN, MS, AT A COST OF \$400.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

- 1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SPX TRANSFORMER SOLUTIONS, INC IN THE AMOUNT OF \$792,211.00 FOR ONE (1) 45/60/75 MVA AUTOTRANSFORMER FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION.**
- 2. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO PARTICIPATE IN TENNESSEE VALLEY AUTHORITY (TVA) GREEN SWITCH PROGRAM THAT ALLOWS STARKVILLE UTILITIES TO PROVIDE CUSTOMERS AN OPPORTUNITY TO PURCHASE LOW-COST FULL RENEWABLE ENERGY CERTIFICATES.**
- 3. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) GREEN POWER PROVIDERS AGREEMENT.**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel
- Land Acquisition

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 20, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 30:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 1, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 10, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 10, 2020 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 11, 2020 WORK SESSION OF THE

MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 11, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CONTRACT EXTENSION WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR ASSISTING WITH STATE AND NATIONAL LEGISLATION REQUESTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a one year contract extension with Cornerstone Government Affairs, Inc. for assisting with state and national legislative endeavors ” is enumerated, this consent item is thereby approved. (contract extension is on following page)

6. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval extending the Proclamation of a Local Emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

DATE: October 6, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

AMENDMENT III TO SERVICE AGREEMENT

This Amendment III (the "***Amendment III***"), effective as of October 1, 2020 is made by and between STARKVILLE, MS (hereinafter referred to as "***STARKVILLE***"), with offices at 110 West Main Street, Starkville, MS 39759 and CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereafter referred to as "***CORNERSTONE***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, STARKVILLE and CORNERSTONE are Parties to Service Agreement with an effective date of October 1, 2017 (the "***Agreement***"), an Amendment with an effective date of October 1, 2018 (the "***Amendment***"), and an Amendment II with an effective date of October 1, 2019 (the "***Amendment II***"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2020 through September 30, 2021 (the "***Term***").
2. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

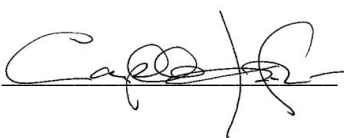
The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment III and acknowledge that they are authorized to execute same.

STARKVILLE, MS

CORNERSTONE GOVERNMENT AFFAIRS, INC.

By: _____

By: 

Name: _____

Name: Campbell Kaufman

Title: _____

Title: Principal & Managing Director

Date: _____

Date: September 15, 2020

7. CONSIDERATION OF APPOINTING JESSICA HILL AS AN ELECTION COMMISSION OFFICIAL.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Jessica Hill as an Election Commissioner to complete the current term ending June 30, 2021” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO REAPPOINT MR. WILLIE GILLESPIE AND MR. LOREN “BO” BELL TO FILL TWO VACANCIES FOR THE STARKVILLE HOUSING AUTHORITY BOARD OF TRUSTEES; TERM APPOINTMENTS FOR BOTH VACANCIES WILL BE FOR A FIVE-YEAR PERIOD, OCTOBER 7, 2020 – OCTOBER 7, 2025.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to reappoint Mr. Willie Gillespie and Mr. Loren “Bo” Bell to fill two vacancies on the Starkville Housing Authority Board for appointed terms of October 7, 2020 – October 7, 2025” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF IMPLEMENTATION OF SALARY ADJUSTMENTS BASED ON MARKET SURVEY AND UPDATING SALARIES TO INCLUDE LONGEVITY RAISES SUSPENDED IN FY20.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of advancing the date to the first pay period beginning in October, 2020 for implementation of the salary/wage adjustments budgeted for January, 2021 and adjusting base salaries/wages to reflect longevity adjustments suspended from March thru September, 2020” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 99 WALDEN WAY; 108 TANGLEWOOD DRIVE; AND 203 MCKINLEY STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 99 Walden Way; 108 Tanglewood Drive; and 203 McKinley Street are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF FP 20-05 REQUEST FOR FINAL PLAT APPROVAL FOR AGGREGATING TWO LOTS WITH A TOTAL ACREAGE OF 0.38 ACRES INTO ONE LOT LOCATED AT 105 W. GILLESPIE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBERS 102A-00-196.00 AND 102A-00-197.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-05: request for final plat approval for aggregating two lots with a total acreage of 0.38 acres into one lot located at 105 W. Gillespie Street in a TN-E zoning district with parcel numbers 102A-00-196.00 and 102A-00-197.00” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE LOUISVILLE STREET SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING, LLC IN THE AMOUNT OF \$11,924.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote of \$11,924.00 for the Louisville Street Sidewalk Project from H&H Construction and Excavating, LLC and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received:

H&H Construction and Excavating, LLC	\$11,924.00
Groundstone Construction	\$16,752.40

13. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE IN THE AMOUNT OF \$9,660.00, TO BE 100% PAID FROM FEMA GRANT 105-70240-00, FOR THE BRIARWICK CONCRETE ROADWAY PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote of \$9,660.00 for the Briarwick concrete roadway project from Groundstone Construction and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received:

Groundstone Construction	\$ 9,660.00
H&H Construction and Excavating, LLC	\$10,500.00

14. CONSIDERATION OF THE LOWEST AND BEST BID FOR FINANCING FROM TRUSTMARK NATIONAL BANK IN THE AMOUNT OF \$197,600 OVER THREE YEARS TO BE MADE QUARTERLY BEGINNING JANUARY OF 2021 AT 1.61% INTEREST FOR THE LEASE PURCHASE OF (1) ASPHALT TRUCK TO BE USED BY STARKVILLE STREET DEPT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest bid for financing from Trustmark National Bank in the amount of \$197,600 over three years to be made annually in advance beginning January of 2021 at 1.61% interest for the lease purchase of (1) Kenworth Asphalt Truck” is enumerated, this consent item is thereby approved.

Four quotes were received:

Regions Equipment Finance	– 1.79%
Bancorp South	– 2.23%
Trustmark Bank	-1.61%
BankFirst	– 1.69%

15. CONSIDERATION OF APPROVAL OF 2020 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of Fiscal Year 2020 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2010 - 23888 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: October 1, 2019 To: September 30, 2020

5. Expiration date of current elected officials' term: June 30, 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2018

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

- | | |
|---|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| @ Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| @ Municipal clerk (Section 21-15-38) | <u>Y</u> |
| @ Deputy clerk (Section 21-15-23) | <u>Y</u> |
| @ Chief of police (Section 21-21-1) | <u>Y</u> |
| @ Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- | | | |
|-----|--|------------|
| 11. | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y
_____ |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y
_____ |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y
_____ |
| 14. | Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y
_____ |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y
_____ |
| 16. | Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y
_____ |
| 17. | Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y
_____ |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y
_____ |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y
_____ |

PART III - Purchasing and Receiving

- | | | |
|----|--|------------|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y
_____ |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y
_____ |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y
_____ |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y
_____ |

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	405 Shadowood Drive	662-617-0130
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2020

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

16. CONSIDERATION OF BUDGET AMENDMENTS FOR FISCAL YEAR 2020.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for fiscal year 9-30-20” is enumerated, this consent item is thereby approved.

Account	Code	Debit	Credit
Municipal Court Supplies / Cr Card Mch Fees	001-110-501-200	2,500.00	
Court Research Materials	001-110-600-300	2,500.00	
Youth Court Communications	001-111-604-330	250.00	
Mayor Professional Services	001-120-600-300	130,000.00	
IT Tech / Support Staff	001-123-430-107	9,000.00	
IT PERS	001-123-460-130	1,300.00	
IT Site Svcs, Software	001-123-600-300	12,000.00	
IT Communications	001-123-604-330	2,750.00	
CCO Auditing and Bond Counsel	001-142-600-301	3,500.00	
CCO Part Time Intern / Reception	001-142-430-108		1,500.00
CCO Equipment and Furniture	001-145-918-805	550.00	
CCO Software	001-145-600-303		2,000.00
Bonding – City Employees	001-159-620-371	200.00	
Legal – Litigation	001-169-600-312	36,000.00	
Covid Supplies Purchased	001-192-535-233	31,000.00	
Cemetery Admin – MLK / 182	001-196-630-425	2,000.00	
Cemetery Admin – Oddfellows	001-196-631-402	400.00	
Engineering – Supplies	001-197-501-200	750.00	
Engineering Services	001-197-600-308	1000.00	
Engineering Dues	001-197-690-555	100.00	
JAG Grant Match	001-201-730-543	41,100.00	
Fire – Principal – New Trucks	001-261-820-874		80,000.00
Fire – Interest – New Trucks	001-261-830-873		20,000.00
Bldg / Codes – Truck Principal Payment	001-281-820-874	5,000.00	
Street – Signs and Paint	001-301-565-272	35,000.00	
Street – Construction Materials	001-301-560-270	10,000.00	
Street – Workflow Software	001-301-690-431	5,000.00	
Street – Equipment	001-301-918-805		4,000.00
Street – Hourly Labor	001-301-440-114		25,000.00
Park – Machinery and Equipment	001-550-918-805	19,100.00	
Park – Reeve Foundation Grant	001-550-702-615	6,500.00	
Park – Sports Programs	001-550-501-415		25,000.00
Sales Tax (18.5% of 7%)	001-000-260-082		200,000.00
Totals		\$ 357,500.00	\$ 357,500.00

17. REQUEST AUTHORIZATION TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, BATTALION CHIEF ANDY SHARP, CPT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, LT. CHANCE CUMMINGS, LT. BRIAN CLARK) TO TRAVEL TO THE ROSENBAUER COMPANY, LOCATED IN WYOMING, MN TO PERFORM FINAL INSPECTIONS ON THE (2) INCOMING FIRE TRUCKS THE 3RD WEEK IN OCTOBER AND WILL BE AT NO COST TO THE CITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow the SFD Truck Committee (Chief Charles Yarbrough, Battalion Chief Andy Sharp, Cpt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Lt. Chance Cummings, Lt. Brian Clark) to travel to the Rosenbauer Company, located in Wyoming, MN to perform final inspections on our (2) incoming Fire Apparatus at no cost to the City” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ACCEPT THE SOLE SOURCE QUOTE FROM MAGNEGRIP TO PURCHASE DIESEL EXHAUST VENTING SYSTEM FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$183,864.00 TO BE REIMBURSED 90% BY GRANT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the Sole Source from MagneGrip to purchase Diesel Exhaust Venting System for the Starkville Fire Department in the amount of \$183,864.00 to be paid with a 90%/10% Grant match from FEMA” is enumerated, this consent item is thereby approved. (Letter of sole source on following page)

19. REQUEST AUTHORIZATION TO ACCEPT THE FIREHOUSE SUB PUBLIC SAFETY FOUNDATION GRANT IN THE AMOUNT OF \$21,309.65.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept a Firehouse Sub non- matching grant in the amount of \$21,309.65 to purchase two boats and a trailer to assist the SFD with any water rescues or emergencies” is enumerated, this consent item is thereby approved. (See November 3 meeting for grant)

20. REQUEST APPROVAL OF THE PROMOTIONS OF JASON WILLIAMS TO THE RANK OF CAPTAIN, BRIAN CLARK AND MATTHEW DOSS TO THE RANK OF LIEUTENANT, JOSEPH DIAZ, MICHAEL EDWARDS, NICHOLAS PEARSON AND PATRICK WARNER TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 14, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Jason Williams to the rank of Captain, promotions of Brian Clark and Matthew Doss to the rank of Lieutenant, and promotions of Joseph Diaz, Michael Edwards, Nicholas Pearson and Patrick Warner to the rank of Sergeant in the Starkville Fire Department and to retain candidates from the promotion process held on September 14, 2020 for consideration to hire any additional vacant position due to retirements, terminations, or approved additions to the Fire Department within a period of six months” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE JONATHAN WADE AS A FIRE INSPECTOR IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Jonathan Wade as a Fire Inspector in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

September 29, 2020

Ref: Magnegrip Vehicle Exhaust System Sole Source Document

Starkville Fire Department, MS

To whom it may concern,

The Magnegrip™ Vehicle Exhaust System is a state of the art hose drop exhaust system that incorporates the latest technological advances in the industry. Our system has a patented nozzle and tailpipe assembly unique in design and application. Clean Air Concepts is the only manufacturer that produces this important and necessary break-through technology.

The design is significant to the emergency response industry because it protects the fire fighter from carcinogenic gases and particulates that are inherent to fire/rescue facilities. Often vehicles are started inside the facility for engine checks and/or emergency dispatches and the carcinogenic particulate and fumes fill the air. Our nozzle design, which incorporates our patented tailpipe ring assembly, controls this dangerous matter by sealing 100% at the tailpipe. When the nozzle is sealed at the tailpipe, carcinogenic gases are prevented from backwashing into the firehouse when the exhaust systems internal pressure changes to positive inside the hose. These gases are dangerous and referred to by NFPA 1500-43 Standard as "carcinogenic substances".

Even though the unique design seals 100% at the tailpipe, it also allows ambient air to enter through the patented ring assembly. The ambient air cools the exhaust which can reach temperatures of 300-400 degrees. The cooler air extends the life of the hose and saves the municipality money. The design also prevents turbo failure. Turbo failure occurs when the exhaust fan starts and creates a negative pressure on the turbo of a non-running apparatus. This action will result in spinning the turbo without lubrication which, in turn, can lead to premature failure.

The Magnegrip™ System is the only product which utilizes this combination of features, which are vital to firefighter safety and the municipality's long term savings. Because our unique concept is patented, Clean Air Concepts is the only company that can provide you with these important key features. Due to this fact, sole source purchasing is prudent and expeditious.

Maggie Rossman/Roach

President, Clean Air Concepts

MAGNEGRIP PATENT# 5,609,298 2/97 "Connection Assembly" 6/30/98 - s/n 09/109,332 patent# 5,927,759 / patent pending in USA



22. REQUEST AUTHORIZATION OF THE PROMOTIONS OF MICHAEL EDWARDS AND TOM ROBERSON TO THE RANK OF CAPTAIN, STEVEN KELLY TO THE RANK OF LIEUTENANT, TYLER DAVIS, JONATHAN HEADLEY AND BOBBY THOMAS ALL TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 22, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the promotions of Michael Edwards and Tom Roberson to the rank of Captain, Steven Kelly to the rank of Lieutenant, Tyler Davis, Jonathan Headley and Bobby Thomas to the rank of Sergeant and to retain candidates from the promotion process held on September 22, 2020 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months ” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO HIRE CARL GRIFFIN AS A CERTIFIED FIREFIGHTER, AND AUTHORIZATION TO HIRE JALEN CALMES, AND ERIK ROGERS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Carl Griffin as a Certified Firefighter, and authorization to hire Jalen Calmes, and Erik Rogers as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO ADVERTISE FOR A MARKETING AND SPONSORSHIP MANAGER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Marketing and Sponsorship Manager in the Parks and Recreation Department ” is enumerated, this consent item is thereby approved.

25. REQUEST APPROVAL OF CORNERSTONE PARK SB CONSTRUCTION, LLC CHANGE ORDER #2 WITH ZERO DOLLAR CHANGE TO REDUCE THE 10 % RETAINAGE, \$209,557.79, TO A 5% RETAINAGE OF \$104,778.90.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval of Cornerstone Park SB Construction, LLC change order #2 with zero dollar change to reduce the 10 % retainage, \$209,557.79, to a 5% retainage of \$104,778.90” is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SECURITY SOLUTIONS IN THE AMOUNT OF \$ 15,211.90 TO REPLACE THE FIRE ALARM SYSTEM AT THE TRAVIS OUTLAW SPORTSPLEX.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Security Solutions in the amount of \$15,211.90 to replace the fire alarm system at the Travis Outlaw Sportsplex” is enumerated, this consent item is thereby approved.

Two quotes were received: Security Solutions: \$ 15,211.90 and Building Tech Svcs: \$ 17,850.00

27. REQUEST AUTHORIZATION TO ALLOW CPL. STRATON WOODS, TO ATTEND THE MISSISSIPPI TACTICAL OFFICERS ASSOCIATION MARKSMANSHIP TRAINING, OCTOBER 19-23, 2020, LOCATED IN SOUTHAVEN, MS, AT A COST OF \$400.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Straton Woods, to attend the Mississippi Tactical Officers Association Marksmanship Training, October 19-23, 2020, located in Southaven, MS; at a cost of \$400.00” is enumerated, this consent item is thereby approved.

28. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SPX TRANSFORMER SOLUTIONS, INC IN THE AMOUNT OF \$792,211.00 FOR ONE (1) 45/60/75 MVA AUTOTRANSFORMER FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest and best bid from SPX Transformer Solutions, INC in the amount of \$792,211.00 for one (1) 45/60/75 MVA autotransformer for the Starkville Primary 161/69 kV Substation” is enumerated, this consent item is thereby approved.

Four Bids Received:	SPX Transformer	\$792,211.00
	ABB Enterprise	\$898,510.00
	Pennsylvania Transformer	\$887,599.00
	Delta Star	\$991,538.00

29. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO PARTICIPATE IN TENNESSEE VALLEY AUTHORITY (TVA) GREEN SWITCH PROGRAM THAT ALLOWS STARKVILLE UTILITIES TO PROVIDE CUSTOMERS AN OPPORTUNITY TO PURCHASE LOW-COST FULL RENEWABLE ENERGY CERTIFICATES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “authorization for City of Starkville to participate in Tennessee Valley Authority (TVA) Green Switch program that allows Starkville Utilities to provide customers an opportunity to purchase low-cost full renewable energy certificates” is enumerated, this consent item is thereby approved. (The program agreement follows this page)

30. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) GREEN POWER PROVIDERS AGREEMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the October 6, 2020 Official Agenda, and to accept items for consent, whereby the “approval to adopt the amendment to the Tennessee Valley Authority (TVA) Green Power Providers agreement” is enumerated, this consent item is thereby approved. (the Green Power amendment follows the Green Switch program agreement)

GREEN SWITCH PROGRAM AGREEMENT

Introduction

TVA offers renewable energy solutions to Distributor's residential, commercial, and industrial customers in the form of full renewable energy certificates ("**REC**") and/or blocks, which represent a portion of a REC ("**Energy Blocks**") from renewable energy generation to help customers meet their renewable energy or sustainability goals. Each REC represents the environmental benefits of 1 MWh of renewable energy generation. The renewable energy must be generated from a source approved by TVA for the Green Switch program ("**Program**"), including solar photovoltaic, wind turbines, low-impact hydro, and/or methane gas sources (such generation sources are collectively referred to as "**Green Power Sources**"). The Program is designed to provide low-cost RECs to customers that have enrolled in the Program ("**Participants**").

How to Enroll

1. Distributor should read and understand all the terms and conditions set forth in this Agreement and in any Program reference documents.
2. TVA's designated Program representative should answer any Program participation and implementation questions to Distributor's satisfaction.
3. Distributor should sign and return this Agreement to the TVA customer service representative.
4. Upon TVA's execution of this Agreement, Distributor may begin enrolling Participants in the Program.

Program Implementation and Management

Distributor shall:

- a. implement and manage the Program;
- b. share information and discuss the Program with its customers;
- c. make the Program available to customers meeting the eligibility criteria as specified in the Program Guidelines;
- d. comply with all standards, guidelines, and requirements set forth by TVA in the Green Switch Program Guidelines ("**Program Guidelines**"), which TVA may update from time to time upon notice to Distributor;
- e. report to TVA the monthly sales to Participants, if any, through Electricity Sales Statistics; and
- f. provide to TVA, or to any TVA designated Program administrator ("**Administrator**"), all Participant information necessary for TVA to verify Participant's eligibility and to maintain Program compliance. This may include, but is not limited to, electrical metering data, Participant billing history (including before, during, and after participation in the Program), performance/satisfaction surveys, and all Program records. All information collected will be held confidentially, to the extent permitted by law, and will be used only for Program analysis purposes by TVA or Administrators.

Beginning with the first billing month following the effective date of each Participant's enrollment in the Program, and for each month thereafter, Distributor will add to that Participant's bill an amount equal to the applicable Green Switch Program Charge, in addition to all other charges for power and energy determined in accordance with Distributor's rate schedule applicable to that Participant.

TVA shall:

- a. construct, make available, or acquire the output of various facilities to provide generating capacity from Green Power Sources, or otherwise obtain the RECs required to meet its obligations under this Agreement;

- b. provide participation eligibility requirements, Program pricing, programmatic volume limitations (if any), and notice to Distributor when Program volume limitations are met;
- c. protect, to the extent permitted by law, the privacy of Participant information released by Distributor and Participants to TVA;
- d. add an amount equal to the applicable Green Switch Program Charges collected by Distributor from Participants to the monthly wholesale power invoice for Distributor;
- e. provide Distributor access to Program and Participant information and reports; and
- f. track, maintain, and retire RECs associated with Program sales.

Adjustments and Notice

TVA may modify the Program Guidelines or any price, fee, or eligibility requirement upon 30 days' notice to Distributor. All notices required under this Program, whether by Distributor or TVA, will be deemed properly given if delivered electronically by e-mail to the addresses listed below.

Program Terminations

Termination/Suspension by TVA. TVA may terminate the Program or this Agreement upon at least 30 days' prior notice to Distributor specifying an effective date of termination. If Distributor fails to follow Program requirements or guidelines, and Distributor does not cure such failure within 30 days of receipt of notice from TVA of such failure, TVA may suspend Distributor's participation in the Program upon five days' written notice to Distributor, until Distributor cures the failure.

Termination by Distributor. Distributor may terminate its participation in the Program by having a duly authorized representative provide at least 30 days' prior notice to TVA's Program representative indicating the date of termination.

Termination/Suspension Obligations. After the effective date of any termination or suspension of Distributor's participation in the Program, Distributor shall make no new commitments under the Program. The parties shall not construe anything contained in this Agreement as relieving either Distributor or TVA of its obligations arising or accruing prior to the effective date of termination of this Agreement.

Attachments to this Agreement

Green Switch Program Guidelines

Distributor Information – all fields must be completed		
Distributor Legal Name CITY OF STARKVILLE, MISSISSIPPI (00000214)		
Representative Name:	Representative Title:	Representative E-mail:
Representative certifies that (s)he is a duly authorized representative of Distributor. By signing this Agreement, Representative certifies that (s)he has read, understands, and agrees that Distributor shall be bound by the terms and conditions set forth in this Agreement and the Green Switch Program Guidelines.		
Representative Signature:	The effective date of this Agreement is the date of TVA's signature below.	

This area is for TVA use only		
Green Switch Program Contract No.:	TVA Representative E-mail: Renewables@tva.gov	
TVA Signature:	TVA Signatory Title: Director, Power Customer Contracts	

Green Switch Program Guidelines

January 1, 2020

General Participation Requirements

- The Green Switch program (“**Program**”) is designed to offer end-use customers the option to purchase renewable energy certificates, and/or blocks, from renewable energy generation sources including solar photovoltaic, wind turbines, low-impact hydro, and methane gas sources (which generation sources are collectively referred to as “**Green Power Sources**”).
- Customers of Distributor who participate in the Program (“**Participants**”) will enter into appropriate arrangements with Distributor providing for the premium payment for 200 kWh block(s) of renewable energy (“**Energy Blocks**”).
- There is no minimum Energy Block requirement to participate in the Program.
- Each Participant will pay a charge (“**Green Switch Program Charge**”) equal to \$2.00 for each 200 kWh Energy Block that the Participant commits to pay for each month.

Administration

- TVA will retire RECs associated with each Participant’s Energy Block purchase, equal to the REC equivalent of the payment that is collected from the Participant.
- TVA will provide a one-time \$4.00 credit to Distributor for each new Participant that enrolls in the Program. TVA will apply such credit(s) to Distributor’s monthly wholesale bill for power and energy.
- TVA may publish information about the Participant’s green power use and participation in the Program, but TVA will honor all written requests made by Participants to keep Participant information confidential to the extent permitted by law.
- TVA may promote and advertise the Program.
- TVA will review Energy Block pricing, resource mix, and Energy Block sizing for the Program annually. TVA will communicate any changes to Distributor at least 30 days prior to the effective date of the changes.
- TVA may, upon providing at least 30 days’ written notice to Distributor, update or change any Program terms, conditions, guidelines, incentives, or requirements.

GREEN POWER PROVIDERS AMENDMENT

TV-48326A, Supp. No. ____

This Amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**") a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

The parties previously entered into a Green Power Providers Agreement contract number TV-48326A, Supp. No. 73, effective October 1, 2012, as amended ("**GPP Agreement**"), under which TVA acquires electric energy from qualifying renewable generation systems installed or owned by customers served by Distributor.

The parties want to amend the GPP Agreement to eliminate any requirement to install interval metering for approved and operating systems under the Green Power Providers Program.

Therefore, the parties agree as follows:

SECTION 1 - TERM

This Amendment is effective throughout the remaining term of the GPP Agreement.

SECTION 2 - DEFINED TERMS

Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as defined in the GPP Agreement.

SECTION 3 - AMENDMENT TO GENERATION METERS

The GPP Agreement is amended by replacing sections 6.1 and 6.2 thereof with the following corresponding sections:

SECTION 6.1 - INTERVAL GENERATION METER

An Interval Generation Meter will be used if any of the following apply: (a) the Participant's Billing Meter is Demand-Metered, and Distributor has chosen Option 2 Metering Connection; (b) Distributor elects to install an Interval Generation Meter; or (c) modifications to either the Qualifying System or the Participant's Billing Meter result in the qualifications stated in clauses (a) and (b) above being met.

SECTION 6.2 - NON-INTERVAL GENERATION METER

A Non-Interval Generation Meter may be used on any Participant's Qualifying System if either the Participant's Billing Meter is not Demand-Metered; or the Participant's Billing Meter is Demand-Metered and Distributor has chosen Option 1 Metering Connection.

SECTION 4 - RATIFICATION OF THE GPP AGREEMENT

The parties hereby ratify and confirm that the GPP Agreement, as amended by this Amendment, is their continuing obligation.

This Amendment is effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title: _____
Date: _____

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill emphasized the importance of completing Census reports and urged everyone to go online and complete their survey.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk noted that Mississippi is 5% - 7% behind the rest of the nation in census responses per a recent article she read. Everyone matters and should be counted for true representation.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that someone speak with him about his recent utility statement. He also suggested a "dangerous curve ahead" sign on Jackson Street near the Community Counseling Complex.

Anne Burchfield, W6, asked how she could go about getting a permit to build a carport on her home. The Mayor asked Ms Emily Corbin Camp, Assistant Planner to speak with her.

Cindy Walker, retired RN, spoke in favor of the continuance of the mask requirement.

Walter Okhuysen thanked the Board for passing a mask requirement earlier in the year and asked that no changes be made at the current time.

William Bell asked that an end date be established for the mask requirement.

PUBLIC APPEARANCE:

STARKVILLE AREA ARTS COUNCIL PRESENTATION BY JOHN BATEMAN

John Bateman, Executive Director of the Starkville Area Arts Council, presented a brief overview of the Starkville Area Arts Council and recent activities. He discussed the goals for the upcoming year as well as programs to help artists during the pandemic. A grant pool of \$4,000 was established to assist out of work artists, 250 art boxes were distributed, the Arts Council started an after school art program and engaged a fundraiser coach among other activities. He thanked the Mayor, Board and City for their support.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING AND PROPERTY LOCATED AT 124 YELLOW JACKET DRIVE WITH PARCEL NUMBER 102H-00-038.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Dr. Kim presented under Miss. Code Ann. § 21-19-11 to determine whether the building and property located at 124 Yellow Jacket Drive with parcel number 102H-00-038.00 are menaces to the public health, safety, and welfare of the community, and discussed Board packet materials related to the item.

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

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

31. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING AND PROPERTY LOCATED AT 124 YELLOW JACKET DRIVE WITH PARCEL NUMBER 102H-00-038.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Carver, duly seconded by Alderman Little, offered a motion to declare the building and property located at 124 Yellow Jacket Drive with parcel number 102H-00-038.00 to be menaces to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF UE 20-02: A USE EXCEPTION TO ALLOW FOR A “CAR TITLE LOAN, PAYDAY ADVANCE, OR LOAN BUSINESS” AT 210 HIGHWAY 12 WEST, SUITE H IN A C ZONING DISTRICT WITH PARCEL NUMBER 102G-00-002.07.

Assistant City Planner Emily Corbin Camp presented request UE 20-02: a Use Exception to allow for a “Car Title Loan, Payday Advance, or Loan Business” at 210 Highway 12 west, Suite H in a C zoning district with parcel number 102G-00-002.07. The applicant is seeking a Use Exception to operate the business Anytime Cash Solutions LLC out of suite H. The business would provide pay day loans, installment loans, and check cashing. The proposed use is similar to the previous use for suite H by Express Check Advance The proposed use is classified as a “Car Title Loan, Payday Advance, or Loan Business”. The Use Chart in Section 13.3.6.B of the Unified Development Code requires a Use Exception for a “Car Title Loan, Payday Advance, or Loan Business” in a C zoning district. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet the additional standards for that use. There are no additional standards for the proposed use in the Unified Development Code.

Mayor Spruill opened the Public Hearing and called for public comments. The owner, Keith Beck, thanked the Board for consideration of the request. He stated they are replacing a businesses, not adding an additional business. There being no additional comments from the public, the Mayor announced the public hearing closed.

32. CONSIDERATION OF UE 20-02: A USE EXCEPTION TO ALLOW FOR A “CAR TITLE LOAN, PAYDAY ADVANCE, OR LOAN BUSINESS” AT 210 HIGHWAY 12 WEST, SUITE H IN A C ZONING DISTRICT WITH PARCEL NUMBER 102G-00-002.07.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to approve UE 20-02: a Use Exception to allow for a “Car Title Loan, Payday Advance, or Loan Business” at 210 Highway 12 west, Suite H in a C zoning district with parcel number 102G-00-002.07. The Board voted as follows:

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

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

FIRST PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

City Attorney Latimer presented the request from Campus Communications Group, Inc. to lay, construct, maintain, replace, repair and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Starkville, Mississippi.

Mayor Spruill opened the Public Hearing and called for public comments. The President of Campus Communications Group, Inc., William Clavey, was present telephonically and answered questions from the Mayor and Board. He stated Campus Communications Group, Inc. was committed to lay lines underground and that he would work with the City to meet all requirements.

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

33. CONSIDERATION OF AN EIGHTH RESOLUTION OF THE CITY OF STARKVILLE REPEALING THE CITY'S SEVENTH COVID-19 RESOLUTION AND ADOPTING EXECUTIVE ORDER 1525.

Alderman Carver offered a motion to approve an Eighth Resolution which would repeal the City's Seventh Covid-19 Resolution and adopting the Governor's Mississippi Executive Order 1525. The Mayor called three times for a second to the motion. There being none, the motion failed for lack of a second.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 30, 2020 for fiscal years ending 9/30/20 and 9/30/21, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

		FY 9/30/20	FY 9/30/21
General Fund	001	\$ 499,042.85	\$ 157,284.43
Restricted Police Fund	002	26,850.00	
Airport Fund	015	15,829.23	1,440.88
Sanitation	022	57,686.64	39,876.68
Public Improvement Bond	319	863,419.46	462.50
Park and Rec - Tourism	375		43,750.00

Park Improvement Bonds	380	24,456.00	
BUILD Grant	377		43,750.00
Trust & Agency	610	16,839.88	
Economic Dev, Tourism, Conv	630	79,916.63	
Sub Total Before Utilities		\$ 1,584,040.69	\$ 298,213.71
Utilities Dept.	SED	1,942,946.63	0
Total Claims	Total	\$3,526,987.32	\$ 298,213.71

35. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE SUPERVISOR IN THE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to advertise for a maintenance supervisor in the park and recreation department. The Board voted as follows:

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

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

36. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Little, seconded by Alderman Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

37. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of a personnel matter regarding the job performance of an employee in the Fire Department, the job performance of an employee in the Police Department, and land acquisition related to the old West Point Bridge Replacement Project. Following a second by Alderman Carver, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of a personnel matter regarding the job performance of an employee in the Starkville Fire Department, the job performance of an employee in the Starkville Police Department, and land acquisition related to the Old West Point Bridge Replacement Project. At this time, the Board entered Executive Session.

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

Alderman Carver offered a motion to return to open session. Alderman Beatty seconded the motion and the Board voted as follows to return to open session:

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

39. MOTION TO SUSPEND AN EMPLOYEE OF THE STARKVILLE FIRE DEPARTMENT TWENTY FOUR HOURS, A FULL SHIFT, WITHOUT PAY, EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Little, duly seconded by Alderman Perkins, for the Board of Aldermen to accept the disciplinary recommendation of the Starkville Fire Chief to suspend firefighter Sam Wilkes for 24 hours without pay, for a full shift, effective immediately, the Board voted as follows:

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

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

40. MOTION TO SUSPEND AN EMPLOYEE OF THE STARKVILLE POLICE DEPARTMENT FIVE DAYS WITHOUT PAY, AND PLACING HER ON 6 MONTHS' PROBATION EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to accept the disciplinary recommendation of the Starkville Police Chief to suspend Tanya Mullen for 5 days without pay and place her on 6 months' probation, effective immediately, the Board voted as follows:

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

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

41. MOTION TO AUTHORIZE THE CITY ATTORNEY TO PROCEED WITH EMINENT DOMAIN, IF NEEDED, TO ACQUIRE ANY REMAINING PROPERTY RIGHTS NECESSARY TO FACILITATE THE OLD WEST POINT BRIDGE REPLACEMENT PROJECT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to authorize the City Attorney to proceed with eminent domain, if needed, to acquire any remaining property rights necessary to facilitate the Old West Point Bridge Replacement Project, the Board voted as follows:

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

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

42. MOTION TO RECESS UNTIL OCTOBER 20, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until October 20, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-17-20
PAGE: 1 of 45

SUBJECT: Request approval of the minutes of the October 20, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the October 20, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 20, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on October 20, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Hamp Beatty, and Henry Vaughn, Sr. as well City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, Jason Walker, and Roy A'. Perkins as well as Ronny Roberts of Mitchell, McNutt & Sams, who filled in as City Attorney, attended telephonically or by videoconference.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed those present, Mayor Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add XI. Department Business, Planning Item B.2.a. Final Plat 20-06 to consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to approve the October 20, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 20, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Halloween

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

B. CONSIDERATION OF ENGAGING TWO PROFESSIONAL PROPERTY APPRAISERS TO APPRAISE A PROPOSED 60 FOOT EASEMENT SITUATED IN THE SW ¼ OF THE SE ¼, SEC. 08, T18N, R14E, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, ON A PIECE OF PROPERTY OWNED BY THE CITY OF STARKVILLE SITUATED BETWEEN THE HIGHWAY 25 BYPASS AND A TRACT OWNED BY BOOTH FAMILY, LLC.

X. BOARD BUSINESS

A. CONSIDERATION AND ACCEPTANCE OF THE VISITOR'S AND CONVENTION COUNCIL (VCC) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

B. CONSIDERATION AND ACCEPTANCE OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

C. CONSIDERATION AND ACCEPTANCE OF THE MISSISSIPPI STATE UNIVERSITY (MSU) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF FP 20-06, A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A 16.91-ACRE LOT INTO 43 LOTS AT THE NORTHEAST CORNER OF THE INTERSECTION OF REED ROAD AND WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

b. CONSIDERATION OF THE RE-APPOINTMENT OF MR. RYAN ASHFORD, THE RE-APPOINTMENT OF MR. ROBERT MCMILLEN, AND THE APPOINTMENT OF MR. SHAWN LAMBERT TO FILL 3 VACANT SEATS ON THE HISTORIC PRESERVATION COMMISSION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REVISING ITEM XI.D.2 ON THE MARCH 17, 2020 AGENDA FROM "CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT" TO CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A ¾ TON PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT".

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING IN THE AMOUNT OF \$35,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 13, 2020 FOR FISCAL YEAR ENDING 9/30/21, 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 SEPTEMBER, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 2 (TWO) HURST JAWS OF LIFE SYSTEMS AS SOLE SOURCE ITEMS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$ 63,317.57.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NAFECO IN THE AMOUNT OF \$13,523.70 FOR 2 (TWO) RAMFANS WITH CHARGERS, BATTERIES AND MOUNTING KITS FOR THE STARKVILLE FIRE DEPARTMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS BROWNING AND MICHAEL HODGES AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE OCTAVIS BROWN AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF SAVANNA SANCHEZ FROM PART-TIME TO FULL-TIME AS A CERTIFIED FIREFIGHTER AND TO HIRE MATTHEW SCHOBBER AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$10,000.00 FOR POLICE OVERTIME THROUGH THE FY21 MS CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT.
2. CONSIDERATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$4,564.00 TO PURCHASE TASERS THROUGH THE FY21 JUSTICE ASSISTANCE GRANT.
3. CONSIDERATION TO ENTER INTO A TWO YEAR LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH, APPROVAL OF THE \$850 EQUIPMENT TRANSFER FEE OF TWO OF THE MOTORCYCLES AND APPROVAL OF THE \$7,349.60 ESTIMATE TO COMPLETELY OUTFIT THE 3RD MOTORCYCLE WITH NECESSARY EMERGENCY RESPONSE EQUIPMENT.
4. CONSIDERATION OF APPROVAL TO ORDER THREE COMPLETE RADAR SYSTEMS FROM STALKER RADAR FOR MOTORCYCLES AT A COST OF \$2,262.50 WITH HARLEY-DAVIDSON TO INSTALL.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO DECLARE A 2002 DODGE RAM 1500 (VIN 1B7HC16Y815231988), A 2006 FORD F150 XL TRITON (VIN 1FTRX12W36NA41549) AND UNREPAIRABLE WASTE DUMPSTERS SURPLUS AND ADVERTISE FOR SALE.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$27,911.64 FOR THE REPAIR OF THE ELECTRIC DIVISION 2010 ALTEC MINI DERRICK DIGGER.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCKS SALES AND SERVICE, LLC IN THE AMOUNT OF \$33,120.00 FOR A T66 CAMERA TRACTOR AND ORION ZOOM CAMERA HEAD FOR THE WATER DIVISION.
3. REQUEST AUTHORIZATION TO DECLARE VARIOUS SMALL EQUIPMENT BELONGING TO THE WATER DIVISION INVENTORY AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 3, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 15, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 2, 2020 Work Session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution adopting the MEMA District 4 Regional Hazard Mitigation Plan” is enumerated, this consent item is thereby approved.

RESOLUTION FOR ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Starkville and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens, and significantly reduce the loss of life and property from natural hazards; and

WHEREAS, a concerted effort should be made to address hazard mitigation in our respective policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participation in the development of a regional mitigation plan,

NOW THEREFORE, We, the Mayor, Board of Alderman of the City of Starkville do hereby resolve to adopt the District 4 Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the _____ day of _____, 2020

Mayor D. Lynn Spruill

5. CONSIDERATION OF ENGAGING TWO PROFESSIONAL PROPERTY APPRAISERS TO APPRAISE A PROPOSED 60 FOOT EASEMENT SITUATED IN THE SW ¼ OF THE SE ¼, SEC. 08, T18N, R14E, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, ON A PIECE OF PROPERTY OWNED BY THE CITY OF STARKVILLE SITUATED BETWEEN THE HIGHWAY 25 BYPASS AND A TRACT OWNED BY BOOTH FAMILY, LLC.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of engaging two professional property appraisers to appraise a proposed 60 foot easement situated in the SW ¼ of the SE ¼, Sec. 08, T18N, R14E, City of Starkville, Oktibbeha County, Mississippi, on a piece of property owned by the City of Starkville situated between the Highway 25 Bypass and a tract owned by Booth Family, LLC. ” is enumerated, this consent item is thereby approved.

6. CONSIDERATION AND ACCEPTANCE OF THE VISITOR’S AND CONVENTION COUNCIL (VCC) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the 2020-2021 2% budget allocation by the VCC Board of Directors in accordance with the enabling legislation of SB 3012” is enumerated, this consent item is thereby approved.

Starkville Convention & Visitors Bureau

Budget

2020-21

	2019-2020	2020-2021
<u>City Hotel Tax & Main Street Assoc</u>	Budget	Budget
Income		
40101 CITY OF STARKVILLE	310,000.00	186,000.00
41000 INTEREST INCOME	0.00	0.00
Total Income	\$ 310,000.00	\$ 186,000.00
Expenses		
56100 GSDP MANAGEMENT	133,968.99	133,969.00
56101 GSDP OCCUPANCY	20,209.85	20,210.00
56102 AUDIT	15,000.00	10,000.00
56104 CVB BOARD DEVELOPMENT	1,500.00	500.00
56105 DUES - SPONSORSHIPS	30,000.00	15,000.00
56106 CONVENTION	30,000.00	10,000.00
56107 MAIN STREET ASSOCIATION	25,000.00	25,000.00
56108 DUES - TOURISM	6,500.00	6,500.00
56109 LEGAL & PROFESSIONAL	0.00	300.00
Total Expenses	\$ 262,178.84	\$ 221,479.00
Net Income	\$ 47,821.16	\$ (35,479.00)
 <u>City of Starkville 2% Food & Beverage</u>		
Income		
41100 CITY OF STARKVILLE FOOD &	310,000.00	260,000.00
41200 MSU ORIENTATION	36,000.00	-
Total Income	\$ 346,000.00	\$ 260,000.00
Expenses		
80000 GSDP MARKETING/OPER	63,000.00	63,000.00
80002 ADVERTISING - Contracts	30,000.00	30,600.00
80003 ADVERTISING - Print	65,000.00	25,000.00
80005 ADVERTISING - Radio	14,000.00	10,000.00
80006 ADVERTISING - Video	10,000.00	3,500.00
80007 ADVERTISING - Digital/Web	15,000.00	3,000.00
80008 ADVERTISING - Photography	3,000.00	2,000.00
80009 ADVERTISING - Athletics	36,000.00	30,000.00
80040 SPECIAL PROJECTS/EVENTS	20,250.00	15,171.00
80041 PROFESSIONAL DEVELOPMENT	5,000.00	1,000.00
80042 SPONSORED PROGRAMS	13,000.00	7,500.00
80043 SUSTAIN GRANT PROGRAM	20,750.00	21,750.00
80044 MSU_ORIENTATION	46,000.00	7,000.00
80047 CONSULTING SERVICES	5,000.00	5,000.00
Total Expenses	\$ 346,000.00	\$ 224,521.00
Net Income	\$ -	\$ 35,479.00
 Overall Net Income	\$ 47,821.16	\$ -

7. CONSIDERATION AND ACCEPTANCE OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the 2020-2021 2% budget allocation by the OCEDA Board of Directors in accordance with the enabling legislation of SB 3012” is enumerated, this consent item is thereby approved. (OCEDA Budget follows this page)

8. CONSIDERATION AND ACCEPTANCE OF THE MISSISSIPPI STATE UNIVERSITY (MSU) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the MSU 2% Fiscal Year 2020-2021 budget in accordance with the enabling legislation of SB 3012 Section 4” is enumerated, this consent item is thereby approved. (MSU 2% Budget follows the OCEDA Budget)

9. CONSIDERATION OF FP 20-06: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A 16.91-ACRE LOT INTO 43 LOTS AT THE NORTHEAST CORNER OF THE INTERSECTION OF REED ROAD AND WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-06: a request for Final Plat approval for subdividing a 16.91-acre lot into 43 lots at the northeast corner of the intersection of Reed Road and Westside Drive in a TN-N zoning district with parcel number 118K-00-035.00 with conditions” is enumerated, this consent item is thereby approved.

Conditions:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, storm water management areas, and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the valve on the south connection and east right-of-way of Reed Road.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the manhole (MH) east of Reed Road.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan “IP 20-02 Clark Grove” approved on June 15, 2020 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.

Oktibbeha County Economic Development Authority

Budget
2020-2021

<u>GENERAL OPERATIONS</u>	2019-20 Budget	2020-21 Budget
Income		
48001 INTEREST INCOME	40,000.00	5,766.68
48002 RTC % RENT SHARE	30,000.00	20,000.00
48004 SALE OF MULTI TENANT	0.00	198,333.32
49999 OTHER INCOME	0.00	0.00
Total Income	\$ 70,000.00	\$ 224,100.00
Expenses		
90030 AUTO/MILEAGE REIMB	500.00	0.00
90031 BOARD HOSPITALITY	1,500.00	5,000.00
90032 OFFICE OVERHEAD	2,500.00	2,000.00
90034 INSURANCE/BONDS	15,000.00	15,000.00
90037 LEGAL & PROFESSIONAL	23,000.00	23,000.00
90040 OFFICE	250.00	0.00
90041 OFFICE SUPPLIES	100.00	0.00
90043 POSTAGE/SHIPPING	100.00	100.00
90046 WELCOME SIGN	5,000.00	8,000.00
90049 GSDP OCCUPANCY	21,000.00	21,000.00
90050 GSDP MAN/PERSONEL	150,000.00	150,000.00
Total Expenses	\$ 218,950.00	\$ 224,100.00
Net Income	\$ (148,950.00)	\$ -
<u>2% FOOD & BEVERAGE TAX</u>	2019-20 Budget	2020-21 Budget
Income		
48020 FOOD/BEVERAGE TAX	325,000.00	260,000.00
Total Income	\$ 325,000.00	\$ 260,000.00
Expenses		
90073 INDUSTRY RELATIONS	20,000.00	10,000.00
90074 GTRDA/LINK	100,000.00	100,000.00
90075 RETAIL/RECRUITMENT	20,000.00	20,000.00
90076 MARKETING/EVENTS	144,773.00	70,000.00
90077 MINORITY GRANTS	30,227.00	20,000.00
90078 CORNERSTONE/NORTHSTAR	10,000.00	40,000.00
Total Expenses	\$ 325,000.00	\$ 260,000.00
Net Income	\$ -	\$ -
Overall Net Income	\$ (148,950.00)	\$ -



Proposed Distribution of 2021 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021
Music Maker Productions	\$150,000	\$165,000	\$70,000
Bulldog Bash	\$170,000	\$170,000	\$170,000
Cowbell Cabs	\$20,000	\$5,000	
Old Main Music Festival	\$30,000	\$30,000	\$15,000
Lyceum Series	\$60,000	\$60,000	\$60,000
Global Lecture Series	\$20,000	\$20,000	\$10,000
Total	\$450,000	\$450,000	\$325,000

As presented to the Starkville Board of Aldermen

20% decrease from FY20 is \$325,000

These funds will be distributed to the accounts and held until COVID restrictions released.

Balances at June 30, 2020:

Cash	-\$32,326
Account Receivable	\$43,025
Fund Balance	<u>\$10,699</u>

10. CONSIDERATION OF THE RE-APPOINTMENT OF MR. RYAN ASHFORD, THE RE-APPOINTMENT OF MR. ROBERT MCMILLEN, AND THE APPOINTMENT OF MR. SHAWN LAMBERT TO FILL 3 VACANT SEATS ON THE HISTORIC PRESERVATION COMMISSION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the re-appointment of Mr. Ryan Ashford, the re-appointment of Mr. Robert McMillen, and the appointment of Mr. Shawn Lambert to fill 3 vacant seats on the Historic Preservation Commission” is enumerated, this consent item is thereby approved.

Terms Ending Dates: Mr. Ryan Ashford: October 23, 2023
Mr. Robert McMillen: October 23, 2023
Mr. Shawn Lambert: July 11, 2021

11. CONSIDERATION OF REVISING ITEM XI.D.2 ON THE MARCH 17, 2020 AGENDA FROM “CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT” TO CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A ¾ TON PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT”.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of revising item XI.D.2 on the March 17, 2020 agenda from “ Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement” to Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a ¾ ton pickup truck off state contract as a replacement” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING IN THE AMOUNT OF \$35,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Highway 12 Sidewalk Project from H&H Construction and Excavating and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved. This proposal is to build a sidewalk on the north side of Hwy 12 from an existing sidewalk near Deweese Pawn to Vowell’s marketplace.

Two quotes received: H&H Construction and Excavating	\$35,000
Groundstone Construction	\$42,050

13. ACCEPTANCE OF SEPTEMBER 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the September 2020 financial statements” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO PURCHASE 2 (TWO) HURST JAWS OF LIFE SYSTEMS AS SOLE SOURCE ITEMS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$ 63,317.57.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase 2 (two) Hurst Jaws of Life Systems as Sole Source items from Municipal Emergency Services, Inc. for the Starkville Fire Department in the amount of \$ 63,317.57” is enumerated, this consent item is thereby approved. (Letter follows this page)

15. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NAFECO IN THE AMOUNT OF \$13,523.70 FOR 2 (TWO) RAMFANS WITH CHARGERS, BATTERIES AND MOUNTING KITS FOR THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from NAFECO in the amount of \$13,523.70 for 2 (two) Ramfans with chargers, batteries and mounting kits for the Starkville Fire Department” is enumerated, this consent item is thereby approved.

Two quotes received: NAFECO \$13,523.70
Alert Visions \$13,941.90

16. REQUEST AUTHORIZATION TO HIRE NICHOLAS BROWNING AND MICHAEL HODGES AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Browning and Michael Hodges as Entry Level Starkville Police Officers” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE OCTAVIS BROWN AS A MAINTENANCE WORKER FOR THE SANITATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Octavis Brown as a Maintenance Worker for the Sanitation Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF SAVANNA SANCHEZ FROM PART-TIME TO FULL-TIME AS A CERTIFIED FIREFIGHTER AND TO HIRE MATTHEW SCHOBBER AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to change the employment status of Savanna Sanchez from part-time to full-time as a Certified Firefighter and to hire Matthew Schober as a part-time Firefighter” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI’S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$10,000.00 FOR POLICE OVERTIME THROUGH THE FY21 MS CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a 100% reimbursable grant agreement with the State of Mississippi’s Dept of Public Safety as a sub grantee for \$10,000 for police overtime through the FY 21 MS Coronavirus Emergency Supplemental Funding Grant” is enumerated, this consent item is thereby approved.



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

February 4, 2020

Starkville Fire Department
Chief Charles Yarbrough
503 East Lampkin St.
Starkville, MS 39759

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst® StrongArm® rescue equipment includes the State of Mississippi and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst StrongArm® rescue equipment:

MES - Texas
Houston, TX 77060
Phone Number: 800-784-0404
Fax Number: 281-442-9199

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Canon", written over a horizontal line.

Mike Canon
Vice President of Sales
Hurst Jaws of Life, Inc.

tar

Cc: Barry Hopper, Southeast Regional Sales Manager, Hurst Jaws of Life, Inc.

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 c.jackson@cityofstarkville.org	2. Effective Date: March 14, 2020 3. Sub-grant Number: 20LX2311 4. Grant Identifier: 2020-VD-BX-0664 5. Beginning & Ending Dates: 03/14/2020 thru 01/30/2022 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	\$ 10,000.00						\$ 10,000.00
Fringe Benefits							
Equipment							
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$ 10,000.00	100%					\$ 10,000.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill Mayor

11. Signature: 	12. Signature:
Date: 10/01/2020	Date:

20. REQUEST AUTHORIZATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$4,564.00 TO PURCHASE TASERS THROUGH THE FY21 JUSTICE ASSISTANCE GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a 100% reimbursable grant agreement with the State of Mississippi's Department of Public Safety as a sub grantee for \$4,564.00 to purchase tasers through the FY21 Justice Assistance Grant" is enumerated, this consent item is thereby approved. (Award notice follows this page)

21. REQUEST AUTHORIZATION TO ENTER INTO A TWO YEAR LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH, APPROVAL OF THE \$850 EQUIPMENT TRANSFER FEE OF TWO OF THE MOTORCYCLES AND APPROVAL OF THE \$7,349.60 ESTIMATE TO COMPLETELY OUTFIT THE 3RD MOTORCYCLE WITH NECESSARY EMERGENCY RESPONSE EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a two year lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month, approval of the \$850 equipment transfer fee of two of the motorcycles and approval of the \$7,349.60 estimate to completely outfit the 3rd motorcycle with necessary emergency response equipment" is enumerated, this consent item is thereby approved. (Lease follows JAG taser grant letter)

22. CONSIDERATION OF APPROVAL TO ORDER THREE COMPLETE RADAR SYSTEMS FROM STALKER RADAR FOR MOTORCYCLES AT A COST OF \$2,262.50 WITH HARLEY-DAVIDSON TO INSTALL.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase 3 (three) complete radar systems from Stalker Radar for motorcycles at a cost of \$2,262.50 each with Harley Davidson to install for the Starkville Police Department" is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO DECLARE A 2002 DODGE RAM 1500 (VIN 1B7HC16Y815231988), A 2006 FORD F150 XL TRITON (VIN 1FTRX12W36NA41549) AND UNREPAIRABLE WASTE DUMPSTERS SURPLUS AND ADVERTISE FOR SALE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to declare a 2002 Dodge Ram 1500 (VIN 1B7HC16Y815231988), a 2006 Ford F150 XL Triton (VIN 1FTRX12W36NA41549) and unrepairable waste dumpsters surplus and advertise for sale" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$27,911.64 FOR THE REPAIR OF THE ELECTRIC DIVISION 2010 ALTEC MINI DERRICK DIGGER.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$27,911.64 for the repair of the Electric Division 2010 Altec Mini Derrick Digger" is enumerated, this consent item is thereby approved.

Two Quotes Received: Altec- Birmingham: \$27,911.64 and Altec – Jacksonville \$28,438.39

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 c.jackson@cityofstarkville.org	2. Effective Date: 10/01/20 3. Sub-grant Number: 19LB2311 4. Grant Identifier: 2019-MU-BX-0045 5. Beginning & Ending Dates: 10/01/20 to 03/31/21 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$4,564.00	100					\$4,564.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$4,564.00						\$4,564.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: D. Lynn Spruill, Mayor City of Starkville
11. Signature: _____ Date: _____ 	12. Signature: _____ Date: _____

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the 20th day of October 2020, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

- 1. TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.
- 2. PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
- 3. MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ 850.00 per vehicle.
- 4. MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. **RETURN of THE VEHICLE(S):** At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 20____.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: _____

Homer Orr, Manager Police/
Fleet Sales and Leasing

City of Starkville, MS
Office/Lessee
By: 
Title: Mayor - D. Lynn Spruill

25. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCK SALES AND SERVICE, LLC IN THE AMOUNT OF \$33,120.00 FOR A T66 CAMERA TRACTOR AND ORION ZOOM CAMERA HEAD FOR THE WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Vacuum Truck Sales and Service, LLC in the amount of \$33,120.00 for a T66 camera tractor and Orion Zoom camera head for the Water Division” is enumerated, this consent item is thereby approved.

Two Quotes Received: Vacuum Truck Sales - \$33,120.00 and Rapid View - \$36,070.00

26. REQUEST AUTHORIZATION TO DECLARE VARIOUS SMALL EQUIPMENT BELONGING TO THE WATER DIVISION INVENTORY AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare the following Water Division inventory as surplus property” is enumerated, this consent item is thereby approved.

The following Water Division inventory declared as surplus property, advertise for sale, and sell to the highest bidder on govdeals.com:

- 1- Marathon Electric Motor 75hp, new
- 5 -Marathon Electric Motors 75hp, used taken out of service
- 1-Siemens Electric Motor 75hp, used taken out of service
- 1- Browning Gearbox Part # 415SMTP15B, used taken out of service
- 6- Browning Gearboxes Part # 415SMT25, used taken out of service
- 1- John Deere LX279 Riding Mower, used taken out of service.
- 1 - Spanco 2 Ton Tripod, used taken out of service.
- 1- Norwalk 2 Ton Chain Fall, used taken out of service
- 5- 5VX900 Belts, new

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the City Park Department will not be sponsoring a Truck or Treat event this year.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver inquired as to the painting of the bridge on University Drive. He would like to see more maroon, white and traditional MSU paintings and color.

Mayor Spruill explained that the Starkville Area Arts Council looks at proposed projects then selects and approves projects which are tasteful and appropriate for public display.

Alderman Little stated he would like to have a future maintenance discussion of these projects and there to be limitation of projects.

Alderman Walker noted that so far there has been nothing offensive painted and feels that the Starkville Area Arts Council can be trusted to monitor the projects to be tasteful and non-offensive.

Alderman Sistrunk encouraged everyone to vote on November 3 and to contact the Circuit Clerk if they have questions.

Alderman Vaughn thanked the Clark Grove project developer for work done so far and looks forward to a completed development.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, encouraged people to study the items on the upcoming election ballot and to be educated voters. He also asked that the lights on Industrial Park Road be checked in that it seems dark in the area near the Humane Shelter.

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

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

Alvin Turner, spoke in favor of the new lines and getting more service to more people.

There being no additional comments the Mayor announced the public hearing closed.

27. CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve an Ordinance of the City of Starkville, Mississippi granting a non-exclusive franchise to Campus Communications Group, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Starkville, Mississippi. The Board voted as follows:

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

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

(The Ordinance follows this page)

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 13, 2020 for fiscal year ending 9/30/21, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 562,302.30
Airport Fund	015	11,660.74
Airport Restricted	016	8,428.00
Sanitation	022	46,652.20
Computer Assessments	107	175.00
Industrial Park Bond	303	13,054.86
Park 2020 Improvement Bond	380	545,985.77
Sub Total Before Utilities		\$ 1,188,258.87
Utilities Dept.	SED	3,039,918.87
Total Claims	Total	\$ 4,228,177.74

**AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO CAMPUS COMMUNICATIONS GROUP, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER
OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, Campus Communications Group, Inc. ("Campus Communications" or "Franchisee") is a Delaware corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services. Campus Communications obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on July 7, 2015, in Mississippi Public Service Commission Docket No. 2015-UA-027, and

WHEREAS, Campus Communications is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 2015-UA-027. A portion of these facilities will be located within the city limits of Starkville, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Campus Communications the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Starkville, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets, and

WHEREAS, the City of Starkville, Mississippi does hereby find and adjudicate that the incorporated proposal of Campus Communications for the operation of a telecommunications facility in Starkville, Mississippi is in the best interest of the citizens of the City of Starkville, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Starkville, Mississippi. The City of Starkville, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

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

TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

THIS TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

("Agreement") is entered into this 20th day of October, 2020, by and between the **MAYOR AND BOARD OF ALDERMEN OF STARKVILLE, MISSISSIPPI**, a municipal corporation, whose address is 110 W. Main St., Starkville, MS 39759 (hereinafter referred to as the "City") and **CAMPUS COMMUNICATIONS GROUP, INC.** a foreign corporation registered to do business in the State of Mississippi, whose corporate address is 206 N. Randolph St., Suite 200, Champaign, Illinois 61820 and whose mailing address is P.O. Box 25, Champaign, Illinois, 61824 (hereinafter referred to as "Campus Communications")

WHEREAS Section 77-9-713 of the Mississippi Code of 1972 grants municipal corporations the power to grant franchises to or make contracts with public utilities for the use and occupancy of the City's public rights of way, for the purpose of rendering utility services, upon such conditions and for such time as the governing authority of the municipal corporation may deem wise and subject to the Constitution and the general laws of this state;

WHEREAS Section 253 of the Communications Act of 1934, as amended ("Act"), prohibits state and local governments from imposing barriers to local competition, but permits such entities to grant franchises, with access to rights-of-way, to new carriers, such as Campus Communications, in a competitively neutral manner and in "rough parity" to those granted to other carriers, including incumbent local exchange carriers as that term is defined in the Act;

WHEREAS Campus Communications desires to use certain parts of the City's public rights of way to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of providing telecommunications and related services within the City;

WHEREAS the City and Campus Communications have negotiated terms under which Campus Communications shall install, construct and maintain the System under the terms and conditions of a Telecommunications Services Franchise;

NOW THEREFORE, in the consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is acknowledged, it is agreed by the parties as follows:

Section 1. Grant of Non-Exclusive Franchise; Location. A non-exclusive franchise is hereby granted to Campus Communications, (hereinafter referred to as “Franchisee”), subject to the City’s receipt of monetary compensation to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of transmitting telecommunications above, within and under certain rights-of-way more particularly identified in the Franchisee’s Utility Excavation Permit Application, which is attached as Exhibit A (hereinafter referred to as the “System”). A map of the proposed System is attached as Exhibit “B.” The City and Franchisee acknowledge and agree that the System that the Franchisee is building is an ever-evolving project. The Franchisee may, from time-to-time, modify the System upon City’s approval of a written amendment to this Franchise agreement, including revised Exhibits “A” and “B.”

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after the date of approval of the Agreement by the City. At the end of the initial five (5) year period, this Agreement automatically renews for an additional five (5) years, unless canceled pursuant to this section or Section 16 herein. The automatic renewal will cease, or not occur, if either party provides the other with ninety (90) days’ notice prior to the end of the then existing term.

Section 3. Location; Compliance with Plans and Ordinances. The specific location of said privileges granted by this Franchise agreement shall be as shown on Exhibit “A” and shall be constructed and installed in accordance with plans and specifications previously approved by the City Engineer (hereafter “Plans”), which by reference are made a part of the Agreement. Said System shall be installed, maintained and used in accordance with the ordinances of the City of Starkville, as well as state and federal law and regulations, and the directions from time to time given by the City Engineer to the extent consistent with such ordinances, laws and regulations. Franchisee shall lay the fiber optic cable underground unless otherwise directed and approved by the City Engineer and upon concurrence by the Mayor. The rights granted to the Franchisee by the City are and shall be at all times subordinate to the City’s use of the public ways. The Franchisee shall be subject to all ordinances of general applicability of the City and such other laws and regulations of governmental bodies with regulatory authority over the Franchisee or the right-of-way.

Section 4. Franchise Fee; Conditions.

(a) As consideration for this franchise, which provides for the rental and use by the Franchisee of certain rights of way within the boundaries of the City, which are valuable public properties acquired and maintained by the City at great expense to its taxpayers and citizens, and that the grant to Franchisee of the use of said rights of way is a valuable property right without which Franchisee would be required to invest substantial capital in right of way costs and acquisitions, as compensation for the rights and privileges conferred herein, the Franchisee shall pay to the City a sum of money an amount equal to five percent (5%) of the gross revenue from recurring regulated local services, as defined herein, collected by the Franchisee.

(b) Commencing the month following the date this franchise becomes effective, the franchise fee shall be paid quarterly on the last day of April, July, October, and January; such fee shall be for the revenues received by the Franchisee for the preceding quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee generated by the System for the period covered by the payment.

(c) On or before the first (1st) day of February of each succeeding year, the Franchisee shall submit to the City a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for the amount due from the Franchisee or a statement of any amount due from the City.

(d) In the event that the franchise fee set forth in this Franchise Agreement is declared illegal, unconstitutional or void for any reason by any court or proper authority, the Parties hereto agree to negotiate, in good faith, a franchise fee that is legal, constitutional and valid.

(e) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(f) As used in this section, gross revenue shall mean all revenues (exclusive of sales taxes, if any) collected by Franchisee from operation of Franchisee's System to provide regulated recurring local services, provided by the Franchisee within the corporate limits of the City. It is the intent of the Parties herein that gross revenues from regulated, recurring services shall include all revenues except those expressly excluded by state or federal law.

(g) Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City, whether under this franchise or otherwise. Except as provided elsewhere in the franchise, all payments made by the franchisee to the City pursuant to this franchise shall be made to the City Clerk. Franchisee shall file annually with the City Clerk, no later than one hundred twenty days (120) days after the end of Franchisee's fiscal year, a statement of revenues from regulated recurring local services for the year attributable to the operations of the Franchisee's System as provided in Section 5(b) of this Franchise Agreement.

(h) Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade actual collection of revenues by Franchisee are prohibited and may constitute a default of this agreement.

(i) If as a result of an audit or any other review (at the City's sole expense), the City determines that the Franchisee has underpaid its fees by ten percent (10%) or more for any twelve (12) month period, then in addition to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The City may collect the costs associated with such audit or review either through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means as allowed by law.

(j) If as a result of an audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten percent (10%) or prime plus two percent (2%), whichever is greater. The underpayment and interest thereon may be collected by the City through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means allowed by law.

Section 5. Accounts and Other Records and Reports and Investigations

(a) Franchisee shall keep complete and accurate books of account and records of its business and operation of the System pursuant to this franchise agreement in accordance with generally accepted accounting principles.

(b) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans, and other records pertaining to this franchise.

Section 6. Nature of Franchise Fee Payments

The City and Franchisee agree that the compensation paid and other payments to be made pursuant to this franchise are not a tax and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be required to pay to the City or to any other governmental authority; and the Franchisee shall not have or make any claim for any deduction or other credit or all or any part of the amount of compensation or other payments made pursuant to this franchise or from or against any taxes of general applicability or fees or damages which the Franchisee is required to pay.

Section 7. Non-Assignment.

(a) The rights granted by this franchise or any interest therein shall not be assigned or transferred to any other entity without the express written consent of the Mayor and Board of Aldermen. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the Board of Aldermen that fully recites the terms and conditions, if any, upon which consent is given. No sale or transfer of this agreement, as allowed hereunder, shall be effective unless and until the assignee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale or assignment, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said assignment, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee. In making a determination of whether to allow an assignment, the City may consider the following factors:

- i. Experience of the proposed assignee or transferee (including conducting an investigation of proposed transferee's or assignee's service record in other communities);
- ii. Qualifications of the proposed assignee or transferee;
- iii. Legal integrity of the proposed assignee or transferee;
- iv. Financial ability and stability of the proposed assignee or transferee;

- v. If requested by the City, submittals from the proposed assignee or transferee, regarding changes, if any, it intends to make in the operation and maintenance of the System;
- vi. The corporate connection, if any, between the franchisee, and proposed assignee or transferee and/or between the franchisee and any holder of a like franchise within the City;
- v. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the System;
- vii. Effect of the proposed action on competition.

(b) A copy of the completed sales and transfer agreement, or a functionally equivalent instrument between the Franchisee and the proposed Franchisee, shall be provided to the City Attorney for his review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the System.

(c) After receipt of the petition for proposed transfer or assignment, the Board of Aldermen may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the Board of Aldermen may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the Board of Aldermen in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

(d) Should the Franchise sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to obtain prior consent from the City, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance of the franchise shall be null and void..

(e) Franchisee will not lease any maintenance, support or other repair of its System pursuant to this franchise to any other unrelated company, which does not have a franchise agreement with the City. Franchisee, however, shall be allowed to lease the circuit transported by the fiber, absent abdicating their responsibilities hereunder to support, repair and otherwise maintain the System, to those not required by law to obtain a Franchise Agreement. Franchisee shall send notification to the City of any company which has requested Franchisee to provide such services and for which it is to enter a lease agreement in order for the City to contact said

company to determine whether said company needs to enter a franchise with the City. If Franchisee does lease any part of its System other than the circuit transported to any unrelated company without the lessee obtaining a franchise as required by the City, the City may revoke this franchise for default.

(f) Acceptance of payment from an entity or person other than the Franchisee shall not constitute a waiver of this non-assignment provision.

Section 8. Installation and Maintenance; Obligation to Mark.

(a) The System hereafter installed, maintained and used shall be so placed and all work in connection with such installation, maintenance, and use shall be so performed as not to interfere with ordinary travel on the right-of-way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Franchisee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in the Plans. All sidewalks, parkways or pavements, including driveway alley approaches, disturbed by said Franchisee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement solely because of such disturbance or damage by the Franchisee, then the Franchisee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City or the property owner, and at the Franchisee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. In connection with the installation, maintenance, and use of the System, Franchisee shall be courteous and conscientious to adjoining private property owners and take steps to avoid damage, disruption, and intrusion to private property.

(b) Should adverse weather conditions cause a delay in completing the work, the Franchisee shall promptly notify the City or the property owner immediately upon onset of the delay. Thereafter, the City Engineer may, in the Engineer's sole discretion, extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Franchisee shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Franchisee shall

be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the City and to the satisfaction of the City Engineer. The Franchisee shall notify the City when the work is completed. If the Franchisee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Franchisee shall pay the reasonable cost incurred by the City for such restoration with twenty-one (21) days after the receipt of a written bill for such cost.

- (c) The City shall have no obligation to mark the location of Franchisee's facilities.

Section 9. Repeal. Relocation. Removal.

(a) Repeal. The permission and authority herein granted may be revoked by the City if the Franchisee fails or neglects to comply with the material conditions of this Franchise Agreement, but only after being given a reasonable amount of time to cure any defaults.

(b) Relocation of System. Upon the determination by the Board of Aldermen for good cause shown that it is necessary to relocate said System or any part thereof, the Franchisee shall relocate the System and shall bear the sole expense of relocation.

(c) Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, the Franchisee without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer; provided however, that, with the agreement of the City Engineer, which shall not be unreasonably withheld, the Franchisee may abandon buried or underground facilities in place, such that title to these facilities shall pass to the City, and Franchisee shall have no claim to such facilities or any proceeds from their disposal. In the event of the failure, neglect or refusal of said Franchisee to remove any aerial portions of the System within six (6) months of such termination, the City may, if it so desires, exercise the right to perform said work and charge the cost thereof to said Franchisee or contract with another to perform said work and bill the Franchisee for the cost of said contract. The cost incurred by the City in such System removal shall be promptly paid by the Franchisee within sixty (60) days after receipt of a written bill for costs, or the City may proceed against the surety bond of the Franchisee or pursue any other remedies provided by law.

Section 10. Insurance. On or before the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance designating it as an additional insured and

thereafter continually maintain in full force and effect at all times for the term of the franchise, at the expense of the Franchisee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Mississippi with a rates of at least a B+, and acceptable to the City, protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, maintenance and use of the System by the Franchisee in the following minimum amounts:

- (1) One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence;
- (2) Two Million Dollars (\$2,000,000.00) aggregate.
- (3) Workers Compensation and Employer's Liability - Statutory \$100,000 / 500,000/ 100,000

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or Campus Communications.

Section 11. Permits: The permission and authority herein granted shall not be exercised and no work to the System shall be done until any City permit that is required by the nature of the work to be performed by the Franchisee shall have been issued by the City official authorized to issue such permit(s). Such permit(s) shall be subject to revocation for violation of any part of this Agreement or violation of any of the ordinances or regulations of the City. The Franchisee shall pay such lawful fees as may, from time to time, be established by any ordinance of general application of the City for any and all permits as may be required, provided, however, that if the Franchisee fails or neglects to obtain any such required permits, the Franchisee shall pay to the City double such permit fees unless the City unreasonably refuses to issue such permit or permits.

Section 12. Performance Security.

(a) Within sixty (60) days of execution of this Agreement, the Franchisee shall provide to the City a performance Surety bond in a form acceptable to the City's Attorney, for the sum of Twenty Thousand Dollars (\$20,000.00). The performance Surety bond shall guarantee the faithful performance of all terms of this Agreement. The Surety Bond shall be available to the City to satisfy all claims, liens and/or fees due the City from the Franchisee

which arise by reason of work by the Franchisee, to satisfy any actual damages arising out of a breach of this Agreement, and to satisfy any assessments or payments due under this Agreement.

(b) If the letter of credit is drawn upon by the City in accordance with the procedures in this agreement, the Franchisee shall cause the letter of credit to be reissued in the full amount required no later than the later of thirty (30) days after the last withdrawal or the January 1st following each withdrawal by the City. Unless otherwise agreed to by the parties, failure to reissue the letter of credit shall be deemed a material breach of this Agreement, unless the Franchisee has initiated legal action, in which the Franchisee alleges and the court or agency finds that the City's withdrawal of money from the letter of credit was improper.

Section 13. Indemnification.

(a) The Franchisee shall hold and save the City, its officers, agents and employees (collectively referred to within this Section as "City"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the System herein referred to; and also hold the City harmless from any and all damages to the System or persons or entities on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

(c) The Franchisee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the System or persons or entities caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.

(d) Franchisee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures or persons or entities done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, the Franchisee shall, at its own expense, defend all suits and does agree to indemnify and save

harmless the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Franchisee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason therefore.

(e) Notice in writing shall be promptly given to the Franchisee of any claim or suit against the City which, by the terms hereof, the Franchisee shall be obligated to defend, or against which the Franchisee has hereby agreed to save and keep harmless the City. The City shall furnish to the Franchisee all information in its possession relating to said claim or suit, and cooperate with said Franchisee in the defense of any said claim or suit. The Franchisee agrees to provide notice in writing to the City Attorney of the City of any claim or suit against the Franchisee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. The Franchisee further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Franchisee arising from this Agreement or where indemnification would not be required under the terms of this Agreement. The Franchisee will not rely upon governmental immunity afforded to the City. The indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

Section 14. E-Verify Compliance. Franchisee agrees to furnish to the City documentation showing compliance with the federal E-Verify program, including but not limited the Franchisee's E-Verify registration number.

Section 15. Renewal.

(a) The parties, beyond terms as noted in §2, shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms of this Franchise Agreement. New terms and conditions may be required by the City for renewal if the technology and/or rights of ways laws change after the date of this Franchise Agreement that cause substantial effects on service types,

availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or interpretations of this franchise, and/or which may be based on the history of performance of the Franchisee.

(b) Any request for authority for the continued maintenance and use of the public ways as herein described after this Agreement expires or is otherwise terminated in any manner must be specifically obtained from the Board of Aldermen.

(c) In the event the Franchisee continues to operate all or any part of the System after the terms of this Franchise Agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

Section 16. Termination. This Agreement may be terminated by the City, if after at least sixty (60) days' written notice to the Franchisee, the Franchisee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said sixty (60) days, this Agreement may be terminated unless the Franchisee has taken substantial steps to remedy the alleged breach within said sixty (60) days and notified the City of such steps.

Section 17. Agreement to Reopen Negotiations. The City and the Franchisee agree that the services provided pursuant to this franchise are in an area of law undergoing significant review by state and federal authorities and that there is a real possibility that some of the terms of this franchise may be preempted by state or federal law during the term of this franchise. In the event the terms of this Franchise Agreement must be renegotiated in order to comply with newly enacted federal or state law, such negotiation shall occur within a reasonable time after any request for renegotiation is issued by either the City or the Franchisee, or at any such time as it becomes apparent that a portion of this franchise has been preempted by state or federal law. If the parties are unable to renegotiate the terms of the agreement, then parties shall proceed to

Dispute Resolution as provided in Section 21 of this agreement prior to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures, unless otherwise required or directed by the FCC or PSC.

Section 18. Effective Date. This Agreement shall be in full force and effect upon execution by the parties hereto.

Section 19. Information for Maps and GIS. The City and the Franchisee agree to cooperate with each other in reasonably providing and making available, without cost to the other, such data and information with respect to the location of facilities of the Franchisee and the location of the public improvements of the City in the public ways as may be reasonably required by the other. The Franchisee shall contribute information concerning all of its facilities in the City to the City's GIS Department at no cost in the standard format required by that Department.

Section 20. Interpretation. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel.

Section 21. Dispute Resolution.

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. Such mediation shall be governed by the Act, FCC regulations, Mississippi Code and PSC regulations, as appropriate.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy in addition to the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs

and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

Section 22. Burden of Proof. In any disagreement upon the terms and conditions of this franchise, the Franchisee shall bear the burden of demonstrating its compliance with each term and condition of this franchise for all purposes.

Section 23. Mississippi Law Governs. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Mississippi (or as applicable, the Act and FCC regulations) shall apply to the extent such law has not been superseded or preempted.

Section 24. Forum Selection Clause. In any dispute arising under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Oktibbeha County, Mississippi and/or the United States District Courts in the Northern District of Mississippi, Aberdeen Division.

Section 25. Notice. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: Mayor of City of Starkville, 110 W. Main St.,
Starkville, MS 39759

To the Franchisee: Campus Communications Group, Inc.
Legal/Contracts Department
601 N. Country Fair Dr.

Champaign, IL 61821

Section 26. Entire Agreement. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise.

Section 27. No Coercion. The Franchisee enters into this franchise willingly and without coercion, undue influence or duress. The Franchisee has reviewed each and every obligation, term and condition of this franchise and hereby certifies that none of the obligations, terms or conditions imposed upon it by this franchise is commercially impracticable.

Section 28. Severability. Should any part, term, or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.


D. Lynn Spruill, Mayor
Starkville, MS

ATTEST


Lesa Hardin, City Clerk of
Starkville, MS

APPROVED AS TO FORM:

Chris Latimer, Starkville City Attorney

CAMPUS COMMUNICATIONS GROUP, INC.

Mark A. Scifres, President
of Campus Communications Group, Inc.

APPROVED AS TO FORM:

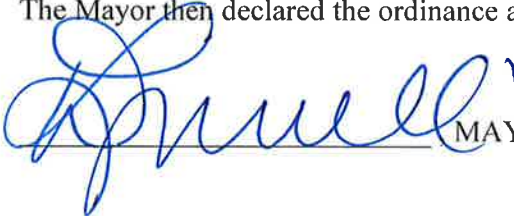
Jason Danowsky, Attorney for
Campus Communications Group, Inc.



Alderman Jason Walker moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman David Little. The motion to adopt was passed by roll call vote as follows:

Alderman Carver	voted: yea
Alderman Sistrunk	voted: yea
Alderman Little	voted: yea
Alderman Walker	voted: yea
Alderman Beatty	voted: yea
Alderman Perkins	voted: yea
Alderman Vaughn	voted: yea

The Mayor then declared the ordinance adopted this the 20th day of October, 2020.

 MAYOR D. LYNN SPRUILL

ATTEST:

, CITY CLERK



Blackjack Rd
5
Starkville, MS

Duct path to be HDD. Standard depth: 24"
All utility crossings are patholed to locate depth of utility.

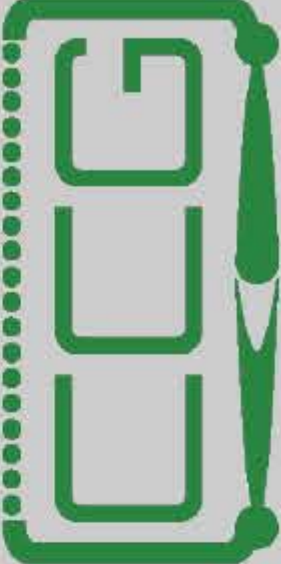
CCG

● Vault, Concrete, 30" Bore Pit
 ■ Proposed, Triple 1.25" HDPE
 World Transportation

601 N. Country Fair Dr.
Champaign, IL 61821
217-531-9037
campuscommunicationsgro

Date Printed: 10/15/2020



Blackjack Rd 6 Starkville, MS	N W E S US Feet 0260 WGS 1984 Web Mercator Auxiliary Sphere Duct path to be HDD. Standard depth: 24" All utility crossings are potholed to locate depth of utility.	CCG ○ Vault, Concrete, 14 Bore Pit ● Vault, Concrete, 30 Bore Pit — Proposed, Single 1.25" HDPE — Proposed, Triple 1.25" HDPE World Transportation	 601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com	Date Printed: 10/15/2020
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Section 1

Starkville, MS

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WGS 1984 Web Mercator Auxiliary Sphere

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Vault, Concrete, 30

S

Splice Vault, Concrete, 30

Proposed

Section, Not Live

Standard depth: 24"

All utility crossings are potholed to locate depth of utility.

601 N. Country Fair Dr.

Champaign, IL 61821

217-531-9037

www.campuscommunicationsgroup.com

Date Printed: 6/11/2020

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



UTILITY EXCAVATION PERMIT APPLICATION

City of Starkville Building Department

City Hall, 110 West Main Street

Starkville, Mississippi 39759

Phone: (662) 323-2525

e-mail: buildingdept@cityofstarkville.org

Applicant's Name Nick Langley Cell Number 217-419-9999
Organization Name Campus Communications Group Phone Number 217-353-3023
Address 601 N Country Fair Dr. City, State ZIP Champaign, IL, 61820
On-Site Contact Nick Langley Cell Number 217-419-9999

Exact Location of Excavation Directional Boring For Underground Fiber Optics. SEE ATTACHED MAPS.

Date and Times of Excavation (From) 10/31/20 (To) 03/31/21
(DATE) (TIME) (DATE) (TIME)

Reason for Excavation: ☒ New Construction ☐ Maintenance/Repair ☐ Other _____

Will excavation require Police or Fire presence? ☐ Yes ☒ No If yes, who? _____

Will excavation require City Utility presence? ☐ Yes ☒ No If yes, who? _____

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on _____ Traffic Control Plan Reviewed by: _____
By _____, City Engineer
Water/Sewer Department on _____ Electric Department on _____
By _____ By _____

I understand that in consideration for the issuance of the requested excavation permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I understand that I am responsible to install and maintain appropriate erosion control measures for the duration of the excavation. I understand that I am responsible for restoring the project site to a condition reasonably similar to that prior to the project initiation. I assume responsibility for any damage to public property and street right-of-ways caused during the course of the permitted project and as determined per City inspection. I agree to furnish a bond in favor of the City of Starkville equal to the amount of 1½ times the construction costs to cover any repairs to public facilities, which bond may be waived by the governing body upon determination of the financial condition of the applicant. I agree that I will maintain my project in a reasonable condition and that it will pose no additional risks for vehicles, pedestrians and City personnel. By way of granting a permit for excavation, the City of Starkville shall not assume any liability for any damages caused as a result of the applicant's permitted project and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City therefrom. The applicant/owner agrees that if the City requires the utilities installed by the applicant/owner within City right-of-way to be moved due to transportation, utility or other City-related improvements, the applicant/owner shall relocate those utilities within 60 days in accordance with all applicable laws and at no cost to the City when appropriate.

All excavation permits expire **30 days** from the date of issuance or activation (City's activation notice must be received 48 hours prior to commencement of the project) and all work must be completed within this period or may receive a 30 day extension upon written request.

CALL MISSISSIPPI ONE-CALL 48 HOURS BEFORE YOU DIG: 1-800-227-6477 or 811

Submitted By Nick Langley Date 10/15/20

☐ Traffic Control Plan Attached ☒ Utility Layout Attached ☐ Bond Included

Permit Approved By _____ Date _____

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until November 3, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 30, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 30, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman David Little, Hamp Beatty, Alderman Henry Vaughn, Sr. and City Clerk Lesa Hardin. Alderman Ben Carver and City Attorney Chris Latimer attended telephonically or by videoconference.

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

October 30, 2020

10:00 a.m.

A. CALL THE MEETING TO ORDER

B. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 3, 2020, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

C. ADJOURN MEETING



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 30, 2020**

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

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



AGENDA ITEM DEPT.: Mayor's Office

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

AGENDA DATE: November 17, 2020
PAGE: 1 of 2

SUBJECT: Adoption of the Street Ordinance

First public hearing to adopt and amend code chapter 98 and the ordinance for the new street map and accept name changes and name corrections to the City of Starkville street map in accordance with MS Code §65-7-143(4)

AMOUNT & SOURCE OF FUNDING: .N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

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

SUGGESTED MOTION:

No motion at this time as it is the first public hearing for an ordinance change.

ORDINANCE NO. _____

**ORDINANCE OF STARKVILLE, MISSISSIPPI UPDATING AND
ADOPTING THE CITY OF STARKVILLE OFFICIAL STREET MAP**

WHEREAS, pursuant to Miss. Code Ann. § 21-37-3, the Starkville, Mississippi Board of Aldermen ("Board") has the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, and light the same;

WHEREAS, pursuant to Miss. Code Ann. § 17-1-25, the Board, in its discretion, may accept in the name of the municipality, for maintenance, any road or roads, or street or streets, as shall be completed to acceptable specifications established by such governing authorities of the municipality;

WHEREAS, the Board adopted the City of Starkville Official Street Map (the "Map") by Ordinance No. 2013-1, dated March 19, 2013, and the municipality has maintained the Map since then;

WHEREAS, Miss. Code Ann. § 65-7-143(4) allows the Board to name, rename or accept named streets or roads as public ways in its discretion; however any such action constituting an addition or change to the official municipal street map shall be by ordinance duly adopted and spread upon the minutes of the governing authority, a certified copy of which shall be transmitted to the State Highway Department; and

WHEREAS, the Board has determined that there is a need to update the Map; and

WHEREAS, the Board finds that it is appropriate to adopt an amended Map in accordance with the requirements of the state statutory authority.

NOW THEREFORE, Be It Ordained by the Board of Aldermen of the City of Starkville, Mississippi, as follows:

SECTION 1. The Board of Aldermen of the City of Starkville, Mississippi, hereby adopts the updated City of Starkville Official Street Map as shown on EXHIBIT "A", attached hereto.

SECTION 2. Such adoption repeals, replaces, and supersedes the City of Starkville Official Street Map adopted by Ordinance No. 2013-1.

SECTION 3. The requirements and provisions of this Ordinance are severable. If any article, section, paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION 4. All Ordinances, parts of Ordinances, or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION 5. This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing ordinance, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	Voted: _____
Alderman Sandra C. Sistrunk	Voted: _____
Alderman David Little	Voted: _____
Alderman Jason Walker	Voted: _____
Alderman Hamp Beatty	Voted: _____
Vice Mayor Roy A'. Perkins	Voted: _____
Alderman Henry N. Vaughn, Sr.	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2020.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT A



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: November 17, 2020
PAGE: 1

SUBJECT: Amendment to the No Smoking Ordinance

First public hearing to adopt and amend the City of Starkville No Smoking Ordinance to reflect the addition of Smoking Lounges and sales to the Leisure and Entertainment District

AMOUNT & SOURCE OF FUNDING: .N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Vaughn

FOR MORE INFORMATION CONTACT: Lynn Spruill 662-648-9706 or Alderman Vaughn 662-769-5049

SUGGESTED MOTION:

No motion at this time as it is the first public hearing for an ordinance change.

ORDINANCE NUMBER

~~202017-~~

**AN ORDINANCE TO CREATE RULES AND REGULATIONS
FOR SMOKING IN PUBLIC PLACES AND PLACES OF
EMPLOYMENT**

Style Definition: DocID

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and **certain** places of employment; and

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99 and modified the ordinance again to address electronic cigarettes in Ordinance No. 2017-06 dated November 21, 2017 and codified in Chapter 82 – Offenses and Miscellaneous Provisions, Article IV – Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99; and

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke; and

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (amendments are in highlighted and in italics):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

“Business” means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

“Childcare facility” means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

“City buildings” means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, or purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, e-hookah, or vape pen or any other electronic smoking device under any other product name or descriptor.”

“Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor area containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

"Private Club" means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition

"Private residence" means premises owned, rented or leased for temporary or permanent habitation.

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"Public place" means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

"Restaurants" means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

"Retail tobacco store" means an establishment whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale for other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products as required to be issued by the appropriate authority in the city or town where the establishment is located. A retail tobacco store that permits smoking on the premises shall post in a clear and conspicuous manner a sign at each entrance warning persons entering the establishment that smoking may be present on the premises and that persons under the age of 18 years of age may not enter the premises.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

"Smoking Lounge" means an establishment, which, as one of its principal business purposes, promotes the sale and use of tobacco-based cigars and/or hookahs on its premises and is equipped with an air filtration system that "scrub" the air and address air quality and the removal of such smoke.

"Sports Arena or Venue" means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.

- d. Elevators and enclosed stairwells.
- e. Health care facilities.
- f. Indoor shopping malls.
- g. Places of employment.
- h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars.
- m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
- b. Private clubs.
- c. Retail tobacco stores or electronic cigarette stores engaged exclusively in the sale of smoking products that are stand-alone properties and not adjoined or physically connected to another business or residence.
- d. Smoking Lounges engaged in the sale and use of cigars and/or hookahs that are located within a stand-alone building that allows for commercial uses within the Leisure and Entertainment District. Buildings that physically adjoin adjacent buildings but are located on a separate legal lot shall be considered stand-alone if physically separated by a firewall or some other impenetrable physical boundary. Areas within a building that are separated by a Condo Deceleration are not considered stand-alone.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department. ~~Police Department.~~

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Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is subject to the jurisdiction of the city municipal court.
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2020-____ shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman _____ seconded by Alderman _____
the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

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

ORDAINED AND ADOPTED this the ____ day of _____, A. D., 2020 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.



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

**AGENDA ITEM DEPT.: Board
AGENDA DATE: 11.17.2020
PAGE: 1**

SUBJECT: Consideration of an Interlocal Cooperative Agreement between Starkville, Mississippi and Oktibbeha County, Mississippi relating to the improvement and maintenance of a portion of the Skinner Creek Basin.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

City Engineer Edward Kemp or Alderman David Little

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
RELATING TO THE IMPROVEMENT AND MAINTENANCE
OF A PORTION OF THE SKINNER CREEK BASIN**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the ____ day of November, 2020, pending approval by the Mississippi Attorney General's office.

WITNESSETH:

WHEREAS, Mississippi Code Annotated §17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below.

WHEREAS, the County is authorized pursuant to Mississippi Code Annotated §19-5-92.1 to incur costs and pay necessary expenses for labor, materials and supplies to clean or clear drainage ditches, creeks or channels or conduits, both natural and manmade, and to prevent erosion of such ditches, creeks, or channels.

WHEREAS, the City is authorized pursuant to Mississippi Code Annotated §§21-19-1, 21-19-3, and 21-19-13, to make regulations to secure the general health of the municipality and to incur costs and pay necessary expenses in providing labor, materials and supplies in order to prevent erosion and flooding, where such erosion and flooding has been caused or will be caused by such drainage ditches, creeks or channels.

WHEREAS, the Mississippi Attorney General has repeatedly opined (Opinion No. 97-0423) that a City has authority to perform work on private property adjacent to City right-of-way with the permission of the landowner to correct unsafe conditions such as erosion, sinkholes, and/or flooding, which are caused or exacerbated by, or which will alleviate, flooding on City streets.

WHEREAS, the County and City (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of the City providing labor and materials, and the County paying the City for a portion of such labor and materials, for the City to clean and clear portions of a ditch created by Skinner Creek, which runs south from Country Club Estates, through the Starkville County Club, and into the County ("the Skinner Creek Basin"). A map depicting the specific location of the proposed work to the Skinner Creek Basin is attached and incorporated as Exhibit A. The scope of the work straddles the City/County line.

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties, with respect to their joint and cooperative efforts to clean and clear a portion of the Skinner Creek Basin.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A separate entity or administrative body is not created under this Agreement.

A. The Parties hereby covenant, warrant and agree as follows with respect to cleaning and clearing the Skinner Creek Basin:

1. The City shall use its labor and materials to perform the work.
2. The County shall pay a portion of the costs of such labor and materials, with such total costs paid by the County not to exceed \$10, 000.00. A cost breakdown is shown on Exhibit B and attached hereto. The City shall bill the County for such costs, and the County shall remit payment to the City within forty-five (45) days.
3. The City shall determine the nature and extent of the work upon the agreement and consent of the County.
4. This Agreement authorizes a one-time cleaning and clearing of the Skinner Creek Basin by the City, as partially funded by the County, and does not create any continuing duty or obligation whatsoever for either party to clean, clear, maintain, or otherwise improve the Skinner Creek Basin in any manner. Any future maintenance shall be performed solely by the County and/or private property owners, at their sole discretion.
5. Prior to the City performing the work contemplated in this Agreement, the County shall procure all access to the property and obtain any easements that may be necessary for the City to perform the work, including the burning and/or hauling of debris.

III. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated §17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with 60-days written notice to the other Party.

V. SEVERABILITY

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS ____ DAY OF NOVEMBER 2020.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

John Montgomery Jr., Board of Supervisors President



COST OF DITCH MAINTENANCE

Skinner Creek*

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Superintendent	\$ 44.81	45	\$ 2,016.45	F750 Dump Truck (702)	\$ 67.00	15	\$ 1,005.00
Maintenance Worker	\$ 28.50	45	\$ 1,282.50	15-yard Dump Truck (61A)	\$ 81.00	15	\$ 1,215.00
Maintenance Worker	\$ 28.50	45	\$ 1,282.50	F250 Pick-up (710)	\$ 20.80	15	\$ 312.00
				F150 Pick-up (002)	\$ 12.30	15	\$ 184.50
				20-yard Dump Truck (61)	\$ 97.00	15	\$ 1,455.00
				JCB Hydra Dig	\$ 75.00	15	\$ 1,125.00
				312 CAT Excavator	\$ 52.70	45	\$ 2,371.50
				220 JCB Excavator w/ mulcher	\$ 153.00	45	\$ 6,885.00
				305 CAT Mini w/ cutter head	\$ 18.00	45	\$ 810.00
TOTAL:	\$ 101.81	135	\$ 4,581.45	TOTAL:			\$ 15,363.00
DISPOSAL FEE:	\$ 610.50						
MAIN TOTAL:	\$ 20,554.95						

* Scope revised to only access and clear east side of the creek along with removal of any obstructions within the creek channel. West side of the channel will not be accessed or thoroughly cleaned. See map for extents of work.



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

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

SUBJECT: Request Approval to enter into a five year Base Access Service Plan with QTpod in the amount of \$3,780.00 and a five year cellular connection fee of \$2,400.00 to operate the Self-Serve Fuel Terminal at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: 100% from the 2020 FAA CARES Act Airport Grant

FISCAL NOTE: Approved on October 26, 2020 by the Airport Board

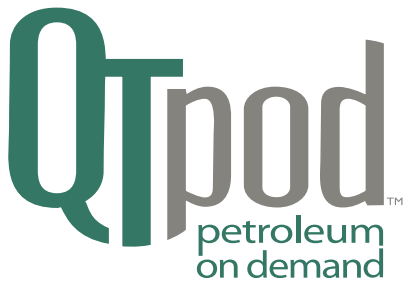
AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to enter into a five year Base Access Service Plan with QTpod in the amount of \$3,780.00 and a five year cellular connection fee of \$2,400.00 to operate the Self-Serve Fuel Terminal at George M. Bryan Field



M4000 NextGen Self-Serve Fueling Terminal

Software Service Subscription Plans

Protect your investment and lock in savings of up to 20 percent with a multi-year *Premium Access Plan* from QTpod, the leader in self-serve terminals.

Premium Access Plan

- Access/use of Siteminder Fuel Management Software
- Cloud-based M4000 database hosting
- 24/7 telephone technical support
- No-charge software updates
- No-charge for repaired or replacement parts*
- Expedited shipping on replacement parts

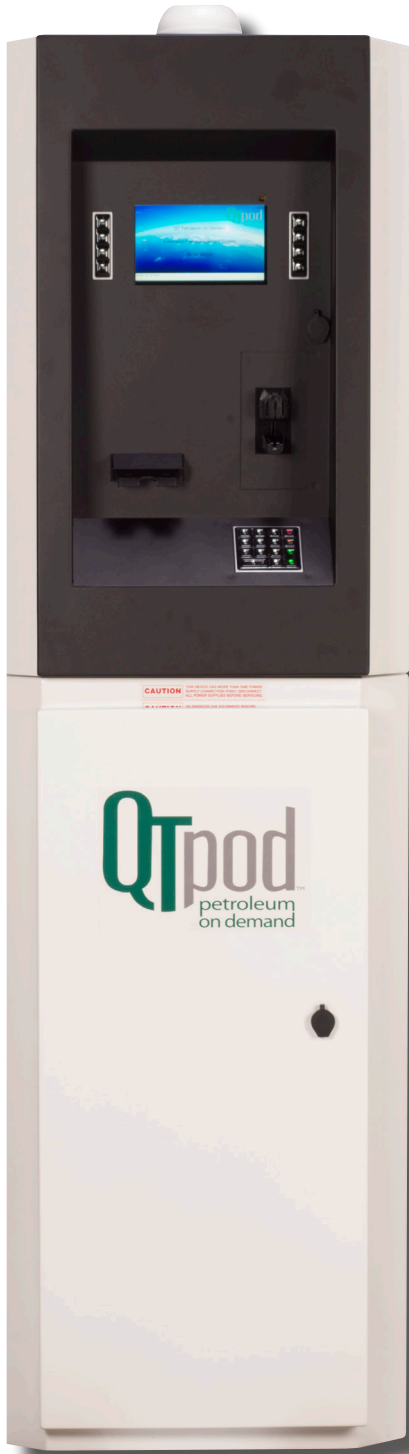
Premium Access Plan*	Cost	Total Savings	Cost Per Year
One-year prepaid	\$1,995.00	-	\$1,995.00
Three-year prepaid	\$5,386.50	\$598.50	\$1,795.50
Five-year prepaid	\$7,980.00	\$1,995.00	\$1,596.00

Base Access Plan

- Access/use of Siteminder Fuel Management Software
- Cloud-based M4000 database hosting
- 24/7 telephone technical support
- No-charge software updates
- Replacement parts at list price

Base Access Plan*	Cost	Total Savings	Cost Per Year
One-year prepaid	\$945.00	-	\$945.00
Three-year prepaid	\$2,551.50	\$283.50	\$850.50
Five-year prepaid	\$3,780.00	\$945.00	\$756.00

*All plans require prepayment for service to be activated. All multi-year plans require prepayment of plan amount to receive discount. Total savings are calculated over the term of the plan contract compared to one-year plans. Base Access Plans may be upgraded only on the anniversary of the contract renewal. Premium Access Plan subscriptions include replacement or repaired parts with expedited shipping at no charge, but customer is responsible for shipping charges of damaged or faulty parts when returning them to QTpod. See Subscription Services Agreement for complete terms and conditions of the Plans. Prices are subject to change without notice.





P.O. Box 842417
Dallas, TX 75284-2417
303.962.3424

Invoice

DATE	ORDER #
11/4/2020	83639
TERMS	DUE DATE
Net 30	12/4/2020

BILL TO
Rodney Lincoln Starkville Bryan Field P.O. Box 1424 Starkville, MS 39760

SHIP TO
Rodney Lincoln Starkville Bryan Field 120 Airport Road Starkville, MS 39759 662-418-5900

P.O. Number

Item	Description	Qty	Rate	Amt
Base Access Plan - 5 Year Renewal	Base Network Access and Support Agreement - Five Year Renewal	1	\$3,780.00	\$3,780.00
Annual Cell Plan	Annual Cell Plan	5	\$480.00	\$2,400.00
Please send payments to: P.O. Box 842417 Dallas, TX 75284-2417 (303) 962-3424			SUBTOTAL	\$6,180.00
			TAX	\$0.00
			TOTAL	\$6,180.00
			PAYMENTS	\$23.00
			BALANCE	\$6,157.00

Renewal for base and cell subscription. 5 years.
Coverage dates 12/1/2020-11/30/2025.
This invoice is being sent regular mail and email to ensure prompt payment.

PLEASE REMIT PAYMENT TO: QTPod, PO BOX 842417, Dallas TX 75284-2417. Billing questions call 303-962-3424
For all other remittance please use QTPod's physical address.
For an exchange or refund parts must be returned within 45 days of receipt in original condition.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of 01 Dec 2020, between QT POD, LLC, an Oregon limited liability company ("**QT POD**") and City of Starkville. Customer and QT POD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QT POD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of FIVE (5) years (invoiced once) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive FIVE year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

Subject to the terms and subject to the conditions set forth in this Agreement, QT POD agrees to provide cloud-based access and a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QT POD will provide the Services via a web-based service interface application that will be provided, defined and determined by QT POD.

3. Responsibilities of QT POD.

3.1 Services. QT POD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QT POD's systems may be periodically off line or otherwise inoperable in order for QT POD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QT POD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QT POD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or

equipment failure, QT POD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QT POD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QT POD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QT POD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QT POD's server(s) in the format required by QT POD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit. Customer shall also provide QT POD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QT POD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QT POD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QT POD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QT POD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QT POD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QT POD and otherwise in the manner intended. The software used in connection with the Services is QT POD's proprietary software and Customer shall not decompile, disassemble, reverse engineer, modify, adapt, rent, sublicense, distribute or resell if for profit.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within forty-five (45) days after the date of QT POD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QT POD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QT POD is responsible only for providing Customer with data transmission. QT POD is not providing any information relating to any credit report, nor should any information provided by QT POD be used to create or modify any credit report. QT POD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

9. Removed.

10. Limitation of Liability.

TO THE EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QT POD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

11. Cardholder and Transaction Information; PCI Compliance.

QT POD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with the then current version of the PCI Data Security Standard Card Association (as defined below) rules, policies, and regulations (as they may appear on Card Association websites), and all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction, including without limitation Sections 501(b) and 501(b)(2) of the Gramm Leach Bliley Act of 1999, 15 U.S.C. §6801 et seq (collectively, the “**Requirements**”). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing. To verify ongoing compliance with the PCI Data Security Standard, each Party shall engage a Qualified Security Assessor (“**QSA**”) to conduct, on at least an annual basis, an onsite compliance review, if applicable. For purposes of this Section 11: (i) the term “**Cardholder Information**” means any information evidencing either a cardholder’s personal data (including without limitation evidence of the cardholder’s credit or other type of card), or transactions consummated with credit or other types of cards, including both electronic, written and other forms of data; and (ii) the term “**Card Associations**” means bankcard associations (e.g., MasterCard and Visa), other non-bankcard or private label associations and other credit or debit card associations.

12. Excused Non-Performance.

QT POD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QT POD’s reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a “**Force Majeure**”) include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QT POD.

13. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QT POD may terminate this Agreement, provided that QT POD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QT POD’s reasonable satisfaction within thirty (30) days after QT POD provides such written notice. Customer agrees that Customer’s failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QT POD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party’s cessation of business, non-appropriation of funds, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

14. Miscellaneous Provisions.

14.1. Independent Contractor. Neither Party or its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party’s operations or over the manner and method by which such Party conducts its

operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

14.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QT POD, LLC
4909 Nautilus Court N. #109
Boulder CO 80301

Address for Notice:

City of Starkville
P.O. Box 1424
Starkville, MS 39760

Attention:

Attention: _____

14.3 Survival. All provisions related to confidentiality, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

14.4 Assignment. Neither Party may assign any of its rights, interests or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QT POD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

14.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

14.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Mississippi, without reference to its conflicts of law principles. Each Party irrevocably consents to the jurisdiction of the state courts in Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

14.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

14.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

14.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

14.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

14.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QT POD, LLC

City of Starkvill

By:_____

By: _____

Name:_____

Name: _____

Title:_____

Title: _____

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

- ☒ **Base Plan—\$3,780 per unit, per 5 year**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates
- ☐ **Premium Plan—\$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option

- ☒ The Services may be accessed through a cellular plan established by QT POD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QT POD will repair or replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QT POD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QT POD. In rare instances, a qualified technician may be required. QT POD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QT POD, a certified service company or an individual approved by QT POD. Upon request, QT POD may provide a list of qualified service companies or technicians, but in no event will QT POD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QT POD's Post Installation Checklist is completed and provided to QT POD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QT POD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QT POD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QT POD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QT POD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

- Business Hours Support. QT POD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.
- 24/7 Support. QT POD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QT POD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QT POD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QT POD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1 and Section 12 of the Agreement).

3. Service Credits

QT POD shall issue Customer service credits in the amounts specified in the table below (“**Service Credits**”) if it is unable to maintain the required Uptime Percentage in any given month. Service Credits will be a percentage of a monthly Fee (the annual Fee divided by 12) and shall be applied against Fees for the next billing cycle. Service Credits shall be Customer’s sole and exclusive remedy for QT POD’s failure to maintain the required Uptime Percentage.

Service Credit Amounts

UPTIME THRESHOLDS	MONTHLY FEE CREDIT %
99.69% - 99.65%	10%
99.64% - 99.00%	20%
99.00% and under	30%



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 17, 2020
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 20-08 a request for Final Plat approval for “The Preserve at Huntington Park- Phase 1 Part 1” subdivision located at the west end Huntington Drive in a sd-6 zoning district parcel number 105-15-003.04.

SUMMARY:

The applicant David Jackson of Jackson Construction, Inc. is requesting Final Plat approval for Phase 1 Part 1 of The Preserve at Huntington Park. The Preliminary Plat, “Huntington Subdivision Phase 9”, was approved by the Board of Aldermen on March 21, 2017 and reapproved on May 15, 2018. Huntington Subdivision Phase 9 was renamed to The Preserve Subdivision at Huntington Park and is being developed in phases. When the preliminary plat was approved, the property was zoned R-4. The property was rezoned in December of 2019 as part of the adoption of the Unified Development Code. The proposed final plat meets the requirements of the previous (R-4) and current (SD-6) zoning district. The Preserve Subdivision has a gross acreage of +/- 41.26 with a total of 61 lots. The proposed gross density is 2.24 units per acre. Phase 1 Part 1 has a gross acreage of +/- 9.27 with a total of 14 lots. Golden Triangle Planning and Development has reviewed proposed road name and has no issues.

On November 10, 2020 the Planning and Zoning Commission recommended the following staff recommended conditions of approval:

1. Covenants to be amended as required after the review of the City Attorney prior to execution of the Certificate of Final Approval.
2. Public Easement dedication language to be added to the final plat per the approval of the City Attorney prior to execution of the Certificate of Final Approval.
3. A surety approved by the City Attorney in an amount of \$183,597 along with an accompanying Performance agreement for all outstanding infrastructure prior to execution of the Certificate of Final Approval.
4. A warranty with an accompanying surety approved by the City Attorney in an amount of \$100,000 to be provided with a Performance agreement for the underground infrastructure that was inadequately tested prior to execution of the Certificate of Final Approval.
5. All disturbed areas to be fully established with vegetation to the satisfaction of City Staff prior to execution of the Certificate of Final Approval.

**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 20-08 a request for Final Plat approval for “The Preserve at Huntington Park- Phase 1 Part 1” with the five recommended conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: FP 20-08 Request for Final Plat approval for Phase 1 Part 1 of The Preserve at Huntington Park subdivision located at the west end Huntington Drive in a SD-6 zoning district parcel number 105-15-003.04.
Date: November 10, 2020

The purpose of this report is to provide information regarding Final Plat request by David Jackson of Jackson Construction, Inc for the "The Preserve at Huntington Park- Phase 1 Part 1" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Preliminary Plat, "Huntington Subdivision Phase 9", was approved by the Board of Aldermen on March 21, 2017
- The Preliminary Plat, "Huntington Subdivision Phase 9", was reapproved by the Board of Aldermen on May 15, 2018
- A Variance from right of way width and street width was approved by the Board of Aldermen on February 21, 2017.
- The Development Review Committee approved the infrastructure plan on September 4, 2018.

GENERAL INFORMATION

- Huntington Subdivision Phase 9 was renamed to The Preserve Subdivision at Huntington Park and is being developed in phases.
- The proposed Phase I of Part I of The Preserve Subdivision at Huntington Park subdivision is located at west end of Huntington Park Drive in a SD-6 zoning district.
- When the preliminary plat was approved, the property was zoned R-4. The property was rezoned in December of 2019 as part of the adoption of the Unified Development Code. The proposed final plat meets the requirements of the previous (R-4) and current (SD-6) zoning district.
- The Preserve Subdivision has a gross acreage of +/- 41.26 with a total of 61 lots. The proposed gross density is 2.24 units per acre. Phase 1 Part 1 has a gross acreage of +/- 9.27 with a total of 14 lots.
- All easements and dedications associated with this phase are provided on the final plat.
- The roadways will be dedicated to the City once inspected by City Staff and Approved by the Board of Aldermen.
- Street numbers will be assigned for construction permitting and utility assignments.
- Golden Triangle Planning and Development has reviewed proposed road name and has no issues.
- Potable water and sanitary sewer utility services will be provided by the City.

- Staff is reviewing the proposed covenants.
- 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 filed 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:
 - o An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - o 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.

ZONING DISTRICT INFORMATION

Below is information pertaining to the current zoning for a Single Detached Dwelling Residential Use in a SD-6 zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-6
A1 Lot size per unit in sq. ft (min.)	6000
A2 Lot width (min.)	50'
A3 Lot width at corner (min.)	60'
B. Primary Building Setbacks	SD-6
B1 Front setback	25' or infill standards
B2 Side setback (min.)	5' or infill standards

B3 Side setback corner lot (min.)	25'
B4 Rear setback (min.)	20'
B5 Rear setback adjacent to street or alley (min.)	25'
C. Accessory Dwelling Unit/Structure Setbacks	SD-6
C1 Front setback	Behind rear wall of primary building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	25'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	SD-6
D1 From primary street	See infill standards
E. Height	SD-6
E1 Principle building(s) (max)	30', 2 story
E. Height (cont.)	SD-6
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	SD-6
F1 Street-facing primary entrance along street	yes

ANALYSIS

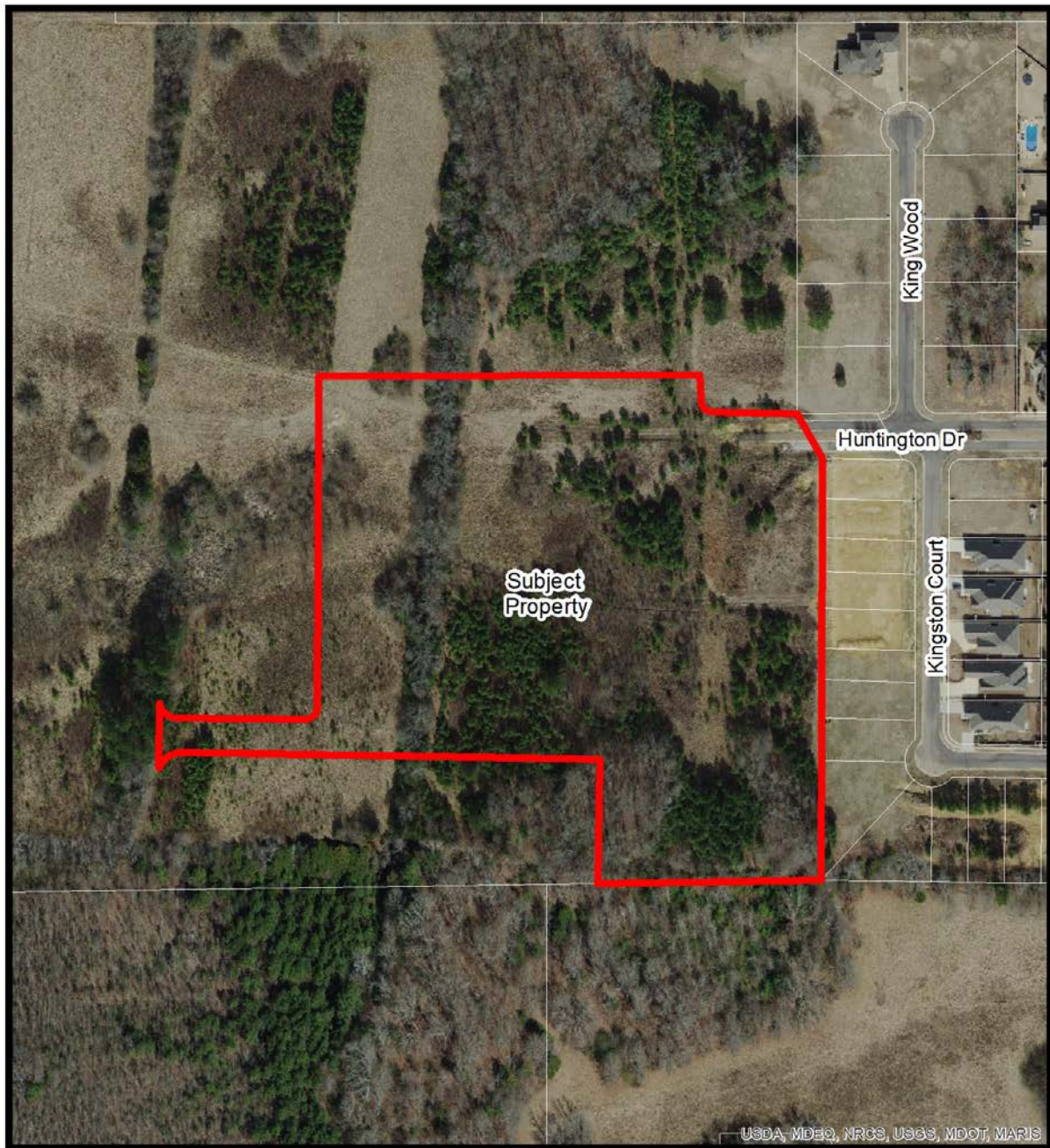
In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval of Section 3.12.2.C of the UDC.

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. Covenants to be amended as required after the review of the City Attorney prior to execution of the Certificate of Final Approval.
2. Public Easement dedication language to be added to the final plat per the approval of the City Attorney prior to execution of the Certificate of Final Approval.
3. A surety approved by the City Attorney in an amount of \$183,597 along with an accompanying Performance agreement for all outstanding infrastructure prior to execution of the Certificate of Final Approval.
4. A warranty with an accompanying surety approved by the City Attorney in an amount of \$100,000 to be provided with a Performance agreement for the underground infrastructure that was inadequately tested prior to execution of the Certificate of Final Approval.
5. All disturbed areas to be fully established with vegetation to the satisfaction of City Staff prior to execution of the Certificate of Final Approval.

Attachment 1
FP 20-08 Aerial



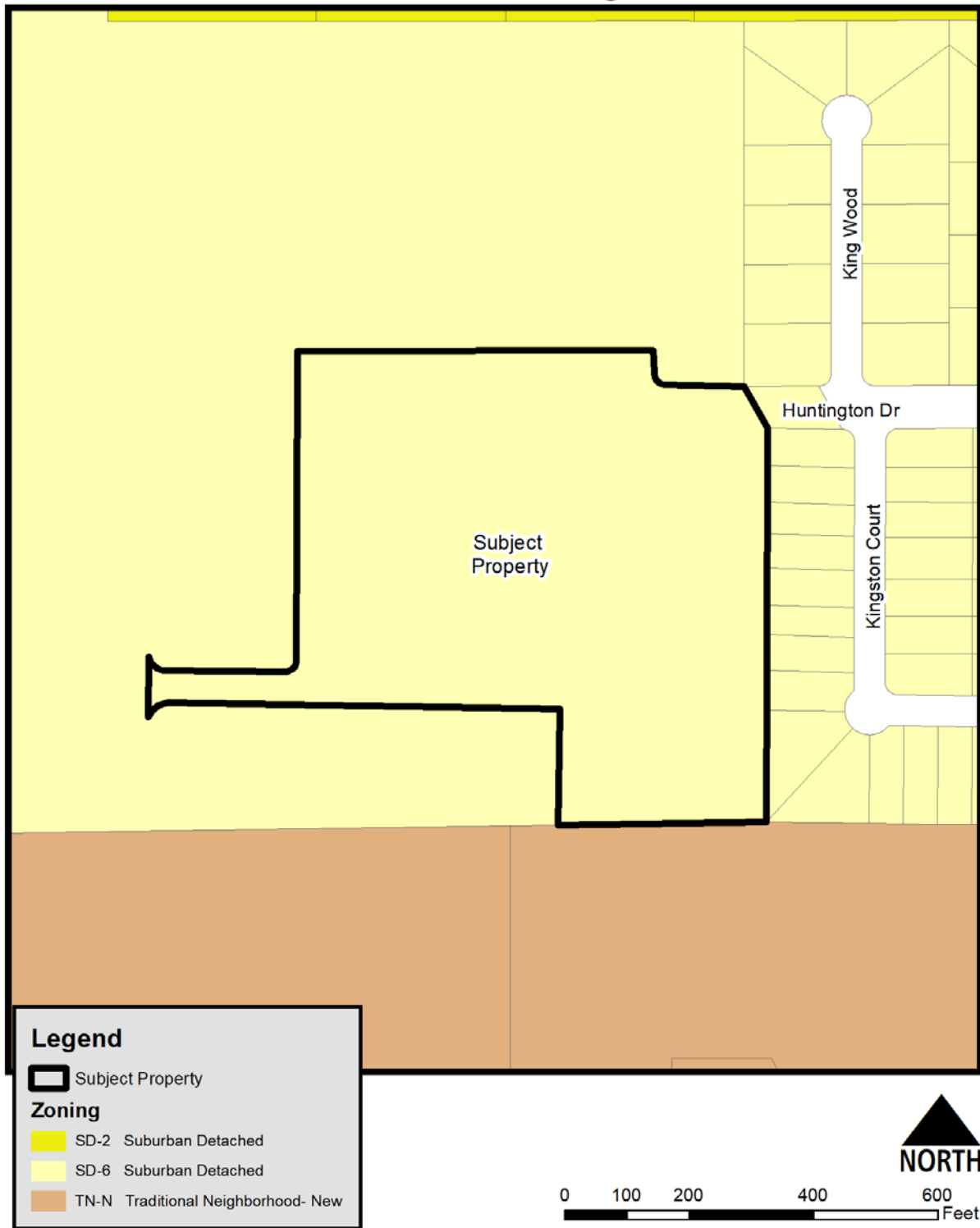
Legend

-  Subject Property
-  Parcels

0 100 200 400 600 Feet



Attachment 2
FP 20-08 Zoning



Attachment 3
FP 20-o8 Plat Overlay



Legend



Subject Property



A horizontal number line with tick marks at 0, 75, 150, 300, and 450. The word "Feet" is written at the right end of the line.

[illegible]



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.17.2020
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Lincoln Green Sidewalk Project from Groundstone Construction and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING This project will be funded through capital improvement bond funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans for the Lincoln Green sidewalk project. This project entails building a sidewalk from Locksley Way to the existing sidewalk along Lincoln Green.

We received 2 quotes on the project which are found below:

20031- Lincoln Green Sidewalk Connection
Quote Tabulation
November 9th, 2020

Item No.	Description	Estimated Quantity	Unit	Groundstone Construction, LLC		Byrum Construction	
				Unit Price	Extension	Unit Price	Extension
1	5' WIDE CONCRETE SIDEWALK (INCLUDING ADA RAMPS)	650.0	SF	\$ 8.00	\$ 5,200.00	\$ 6.00	\$ 3,900.00
2	DETECTABLE WARNING PANELS (MAROON)	2.0	EA	\$ 160.00	\$ 320.00	\$ 900.00	\$ 1,800.00
3	CONCRETE APRON DRIVEWAY (6" THICK)	280.0	SF	\$ 10.25	\$ 2,870.00	\$ 10.56	\$ 2,956.80
4	REMOVAL OF CURB & GUTTER, ALL TYPES	4.0	LF	\$ 75.00	\$ 300.00	\$ 180.00	\$ 720.00
5	COMBINATION CONCRETE CURB & GUTTER	90.0	LF	\$ 42.00	\$ 3,780.00	\$ 36.00	\$ 3,240.00
6	GRASS SOD	1350.0	SF	\$ 1.15	\$ 1,552.50	\$ 3.00	\$ 4,050.00
7	SHAPING & GRADING	1.0	LS	\$ 1,400.00	\$ 1,400.00	\$ 12,000.00	\$ 12,000.00
				Total = \$ 15,422.50		Total = \$ 28,666.80	
				LOW QUOTE			

SUGGESTED MOTION: Move for approval to accept the low quote for the Lincoln Green Sidewalk Project from Groundstone Construction and authorizing the Mayor to execute a construction contract.

2003 I - LINCOLN GREEN SIDEWALK CONNECTION

STARKVILLE, MISSISSIPPI

SCHEDULE OF DRAWINGS

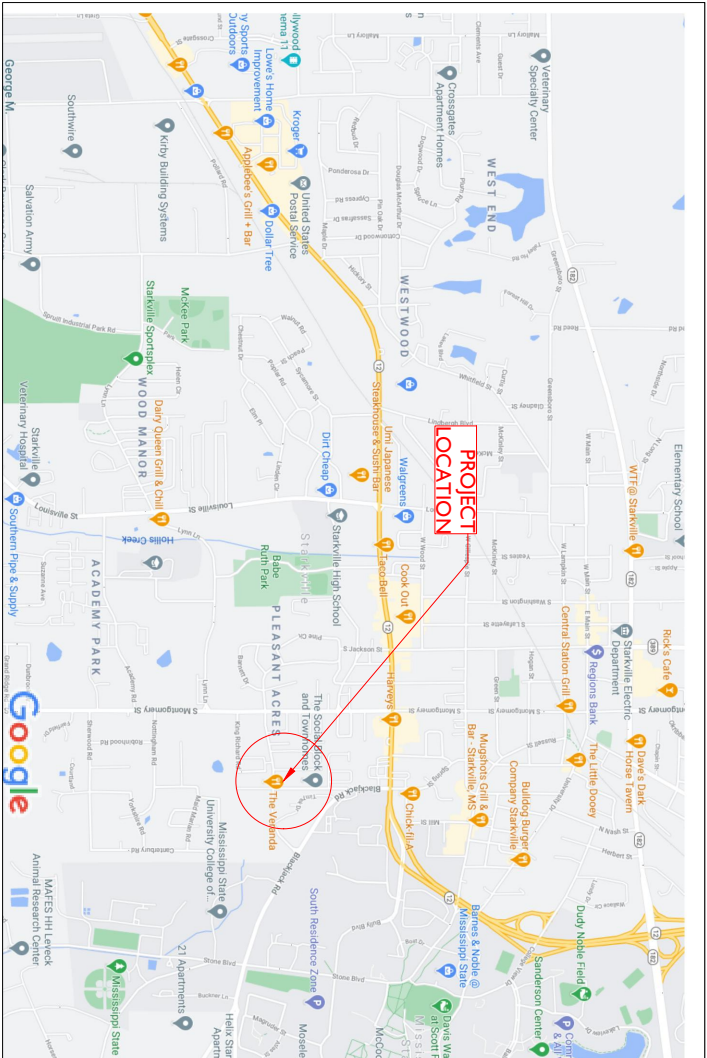
PROPOSED IMPROVEMENTS
C1.0
D1.1
D1.2
D1.3
D1.4
MDOT STANDARD DRAWING: TCP-1
MDOT STANDARD DRAWING: CR-1
MDOT STANDARD DRAWING: CR-2
MDOT STANDARD DRAWING: CR-4

ELECTED OFFICIALS

MAYOR	LYNN SPRULL
ALDERMAN, WARD 1	BEN CARVER
ALDERMAN, WARD 2	SANDRA SISTRUNK
ALDERMAN, WARD 3	DAVID LITTLE
ALDERMAN, WARD 4	JASON WALKER
ALDERMAN, WARD 5	HAMP BEATTY
ALDERMAN, WARD 6	VICE MAYOR, ROY A. PERKINS
ALDERMAN, WARD 7	HENRY N. VAUGHN, SR.

VICINITY MAP

NTS



UTILITY OWNERS

WATER & SEWER	BUILDING PERMITS
STARKVILLE UTILITIES	CITY OF STARKVILLE
662-323-3505	662-323-8012
ELECTRIC	PHONE / FIBER
STARKVILLE UTILITIES	C-SPiRE
662-323-3133	jCopeIin@cspire.com
GAS	MISSISSIPPI ONE CALL
ATMOS ENERGY	CALL BEFORE YOU DIG
662-323-1615	800-227-6477

LOCATION MAP

NTS



DATE: OCTOBER 2020
DESIGNED BY: CAB
DRAWN BY: CAB
CHECKED BY: ECK
Q.C. BY: BS
SCALE: NTS
PROJECT #:

REVISIONS:

SHEET NUMBER:
COVER

LINCOLN GREEN
SIDEWALK CONNECTION
STARKVILLE, MS

COVER PAGE



THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P. 662-323-2525 F. 662-323-4143



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.17.2020
PAGE: 1

SUBJECT: Consideration of accepting the quote for a one-year warranty on the JCB Excavator for the Street Department from Deep South Equipment in the amount of \$5,000.00.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This piece of equipment was originally purchased and delivered on November 1 2018 and had a 2 year warranty.

This would extend the warranty for an additional year.

SUGGESTED MOTION: Move for approval to accept the quote for a one year warranty on the JCB Excavator for the Street Department from Deep South Equipment in the amount of \$5,000.00.

Shreveport - Baton Rouge - Jackson MS - Biloxi, MS



EQUIPMENT PROPOSAL

PREPARED FOR:
CITY OF STARKVILLE

STARKVILLE, MS

Quote no. _____
Date: 11-10-20
Sales Rep _____

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	1 YEAR OR 1,000 HOUR EXTENDED WARRANTY FOR JCB HYDRADIG	\$5,000.00	\$5,000.00

TERMS:SUBJECT TO AVAILABILITY.

QUOTED PRICE

\$5,000.00

OTHER CHARGES

APPLICABLE TAXES

N/I

_____%

QUOTED TOTAL

\$5,000.00

STANDARD MANUFACTURERS WARRANTY APPLIES. PRICES ARE APPLICABLE
AND VALID FOR ____ DAYS FROM THE DATE OF THIS PROPOSAL

APPLICABLE SALES TAX WILL BE IN ADDITION TO THE PRICES QUOTED. THIS QUOTATION IS
SUBJECT TO THE TERMS AND CONDITIONS ON THE ORDER UNLESS OTHERWISE STATED.
ALL QUOTED PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND THOSE IN EFFECT
ON DAYS OF SHIPMENT WILL PREVAIL.

DELIVERY: DELIVERY CAN BE MADE WITHIN ____ DAYS OF RECIEPT OF
WRITTEN PURCHASE ORDER. SUN=BJECT TO STRIKES, ACT OF GOD,ACTIONS OF THE
GOVERNMENT OR OTHER CAUSES BEYOND THE CONTROL OF DEEP SOUTH EQUIPMENT

F.O.B.:



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 11/17/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2020 – 2021 Budget

FISCAL NOTE: Total Claims for the FY 21 Claims Docket Ending November 10, 2020 is \$3,759,083.22
Of which the claims amount for Starkville Utilities is \$2,708,416.18

**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 November 10, 2020 for fiscal years ending 09/30/21, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MARK E. SHAW	9	10/30/2020	CONTRACT LABOR 10/19/20 - 10/30/20	001-000-054-205	225.00
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-000-054-205	843.73
Outstanding Total:					1,068.73
Paid					
WILLIAM MITCHENER	1000012711	11/04/2020	OVERPAYMENT ON CASH BOND	001-000-149-691	42.50
LARRY EDWARDS/ A&A BAIL BONDS	134116	11/04/2020	REMISSION FOR A. MACON JR. BOND	001-000-149-691	1,000.00
WILLIAM BASKIN	1345687	11/04/2020	OVERPAYMENT ON CASH BOND	001-000-149-691	1,061.00
JAQUARIOUS NEAL	1375668	11/04/2020	OVERPAYMENT ON TICKET	001-000-149-691	225.00
TERRY WEEKS	1379111	11/04/2020	OVERPAYMENT ON TICKET	001-000-149-691	225.00
GEBRIESHA DAVIS	1381974	11/04/2020	OVERPAYMENT ON FINE	001-000-149-691	5.00
Paid Total:					2,558.50
Department 000 - UNDESIGNATED Total:					3,627.23
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	188.39
MML*MS MUNICIPAL LEAGUE	32053	10/27/2020	2021 MID WINTER CONF/BEATTY,CARVER,VAUGHN	001-100-610-350	405.00
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-100-604-330	77.34
Outstanding Total:					670.73
Department 100 - BOARD OF ALDERMEN Total:					670.73
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3092857055	09/30/2020	SERVICES FOR SEPT. 2020	001-110-600-300	321.00
AMAZON CAPITAL SERVICES, INC.	16Y4-494P-NQJQ	10/28/2020	CREDIT FOR BUBBLE MAILERS	001-110-501-200	-6.95
AMAZON CAPITAL SERVICES, INC.	1R4L-X9YY-FYRG	10/28/2020	COPY PAPER, TONER, POST ITS, PENS, STAMP	001-110-501-200	294.90
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-110-604-330	77.34
Outstanding Total:					714.41
Department 110 - MUNICIPAL COURT Total:					714.41
Department: 120 - MAYORS OFFICE					
Outstanding					
SLAUGHTER & ASSOCIATES, PLLC	10.20.20	10/20/2020	ANNEXATION	001-120-600-300	9,806.43
GOVERNMENTAL RESOURCES & SERVICES, LLC	10.26.20	10/26/2020	ANNEXATION CONSULTANT	001-120-600-300	4,541.72
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-120-604-330	77.34
Outstanding Total:					14,453.61
Department 120 - MAYORS OFFICE Total:					14,453.61

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 123 - IT					
Outstanding					
NEXTSTEP INNOVATION	NSI19251	10/01/2020	2 DELL MONITORS	001-123-918-805	530.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	121.06
GOVERNMENT LEASING COMPANY	23104-16/60	10/27/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0032816	10/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
BLUIP, INC.	108883	11/01/2020	NOVEMBER 2020 SERVICES	001-123-604-330	1,522.16
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-123-604-330	77.34
WAUKAWAY DISTRIBUTORS, INC	CLR1120-48	11/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
GOVERNMENT LEASING, LLC	23851-10	11/05/2020	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00
Outstanding Total:					4,548.68
Department 123 - IT Total:					4,548.68
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.19
CADENCE /ELAN VISA	INV0032805	10/26/2020	IIMC- ANNUAL MEMBERSHIP FEE/ HARDIN	001-145-690-556	210.00
AMAZON CAPITAL SERVICES, INC.	16Y4-494P-WD79	10/28/2020	CALCULATOR TAPE, RUBBER BANDS, LENS WIPES	001-145-501-200	41.69
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	33.12
MAGPPA	1604067456443	10/30/2020	MEMBERSHIP REGISTRATION/HARDIN & MCLAURIN	001-145-690-556	70.00
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-145-604-330	77.34
SULLIVAN'S OFFICE SUPPLY, INC.	59097	11/04/2020	MOUSE PAD FOR ELECTION ROOM	001-145-501-200	2.79
Outstanding Total:					482.13
Department 145 - OTHER ADMINISTRATIVE Total:					482.13
Department: 180 - HUMAN RESOURCES					
Outstanding					
NEXTSTEP INNOVATION	NSI19258	10/02/2020	DELL MONITOR AND SOUNDBAR	001-180-501-200	265.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.47
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CADENCE /ELAN VISA	37064463	10/31/2020	INDEED.COM-OCT. 2020 ADVERTISING	001-180-610-340	23.27
Outstanding Total:					367.86
Department 180 - HUMAN RESOURCES Total:					367.86
Department: 190 - CITY PLANNER					
Outstanding					
TIM GEDDIE	20068	11/08/2010	ARCHITECTURE REVIEW	001-190-600-305	200.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.87
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CADENCE /ELAN VISA	3187653	10/29/2020	APA MEMBERSHIP DUES. / S. KIM	001-190-690-557	558.00

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-190-604-330	77.33
Outstanding Total:					950.32
Department 190 - CITY PLANNER Total:					950.32

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

2M SOLUTIONS INC.	92644-79664	10/02/2020	SINGLE SENSOR THERMAL METAL GATE	001-192-535-233	4,550.00
SUNBELT FIRE APPARATUS	323163	10/22/2020	25 RESPIRATOR ADAPTERS PLUS FILTERS	001-192-535-233	3,700.00
SULLIVAN'S OFFICE SUPPLY, INC.	58797	10/26/2020	LYSOL WIPES, SANITIZER, TAPE, PENS, STAPLER, POST	001-192-535-233	138.17
CINTAS	4065534632	10/27/2020	HAND SANITIZING STANDS 10.27.20	001-192-535-233	33.78
CINTAS	40655534585	10/27/2020	CITY HALL 10.27.20	001-192-510-220	31.29
AMAZON CAPITAL SERVICES, INC.	1JNR-GWL1-37C1	10/29/2020	SOCIAL DISTANCING SIGNS & DECALS	001-192-535-233	172.56
NORTHEAST EXTERMINATING	24695	10/29/2020	CITY HALL 10.29.20	001-192-600-338	45.00
JAN-PRO OF MS	859261	11/01/2020	NOV. 2020 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
KONE, INC.	959707305	11/01/2020	SEMI ANNUAL ELEVATOR MAINTENANCE	001-192-600-338	4,076.28
SECURITY SOLUTIONS	203629	11/02/2020	DATA INFRASTRUCTURE WIRING/6 CAT DROPS	001-192-535-233	1,140.00
FERGUSON ENTERPRISES, INC	1124216	11/03/2020	10 BOXES DISP MASKS, SANITIZING WIPES -24 BX	001-192-535-233	351.66
CINTAS	4066191419	11/03/2020	HAND SANITIZING STANDS	001-192-535-233	33.78
CINTAS	4066191497	11/03/2020	CITY HALL 11.03.20	001-192-510-220	47.75
AMAZON CAPITAL SERVICES, INC.	1RYT-J1YP-K1MQ	11/06/2020	20 STATE OF MS FLAGS	001-192-630-403	219.80
Outstanding Total:					16,159.07
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					16,159.07

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

STARKVILLE/OKTIBBEHA AIRPORT	2034	11/04/2020	1ST QTR FY21 AIRPORT FUNDING	001-195-951-953	7,982.00
Outstanding Total:					7,982.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					7,982.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

JOHN HEFLIN CEMETARY SERVICE	INV0032811	10/28/2020	REMOVE CREMAINS & HEADSTONE TO NEW LOCATION	001-196-631-402	200.00
HAMPTON YOUNG CORP.	129	11/03/2020	OCT. 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	129	11/03/2020	OCT. 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	129	11/03/2020	OCT. 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
Outstanding Total:					3,400.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,400.00

Department: 197 - ENGINEERING

Outstanding

MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
MARK E. SHAW	9	10/30/2020	CONTRACT LABOR 10/19/20 - 10/30/20	001-197-600-308	225.00
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-197-604-330	77.33
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	001-197-525-231	26.61
TRUSTMARK NATIONAL BANK	11.27.20	11/09/2020	#93894/2 TACOMAS	001-197-820-874	434.10

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	11.27.20	11/09/2020	#93894/2 TACOMAS	001-197-830-873	2.85
Outstanding Total:					794.01
Department 197 - ENGINEERING Total:					794.01
Department: 201 - POLICE DEPARTMENT					
Outstanding					
PARKER-MCGILL	118163	02/14/2020	REPAIRS TO 2006 DODGE CHARGER	001-201-630-360	97.75
A+ AUTO REPAIR	019384	04/24/2020	#8065 R&R ENGINE OIL LEAK	001-201-630-360	200.00
A+ AUTO REPAIR	019540	05/19/2020	S-21 REPAIRS TO RADIATOR	001-201-630-360	530.00
PB ELECTRONICS INC.	139529	10/19/2020	REBUILT K BAND GUN OSCILLATOR	001-201-556-251	257.50
BOB'S MOBILE RADIO	316054	10/19/2020	RADAR REPAIR & MAINT	001-201-630-400	240.00
A+ AUTO REPAIR	020532	10/22/2020	2012 CHARGER/R&R RADIATOR HOSE. ANTIFREEZE	001-201-630-360	155.00
TRI-STARR MUFFLER & BRAKE	457064	10/22/2020	S-20 PWR STEERING PUMP, FLUID, LABOR	001-201-630-360	328.29
NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER	102320	10/23/2020	BASIC LAW ACADEMY/BELL, GARCIA, MILES, MCCLENDON	001-201-690-552	14,400.00
R&M TIRES	1128965	10/23/2020	S-59 OIL AND FILTER CHANGE, TIRE ROTATION	001-201-630-360	72.50
STRATTON WOODS	INV0032818	10/23/2020	REIMB CLOTHING ALLOWANC	001-201-535-233	144.46
STARKVILLE FAMILY PRACTICE	SFP124321X140508	10/23/2020	MEDICAL BILL FOR D. LUCIOU	001-201-541-240	85.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,967.40
ARMY NAVY PAWN SHOP	102620A	10/26/2020	3 PAIR PANTS	001-201-535-233	87.00
SULLIVAN'S OFFICE SUPPLY, INC.	58797	10/26/2020	LYSOL WIPES, SANITIZER, TAPE, PENS, STAPLER, POST	001-201-501-200	759.62
OKTIBBEHA COUNTY COOPERATIVE	616560	10/26/2020	BOOTS FOR HODGES	001-201-535-233	99.85
A+ AUTO REPAIR	020557	10/27/2020	# 6795 R&R 3 BRAKE LIGHTS	001-201-630-360	74.97
DOGPOUND PRINTING	1002750	10/27/2020	21 SOFTBALL TSHIRTS	001-201-535-233	210.00
R&M TIRES	1129007	10/27/2020	S-94 OIL & FILTER CHANGE	001-201-630-360	52.50
NEWELL PAPER COMPANY	3117970	10/27/2020	BLEACH, TOWELS	001-201-555-208	85.96
WALMART -GENERAL CITY	04047	10/28/2020	FLOUR SACK TOWELS, BOTTLE	001-201-555-208	97.32
AMAZON CAPITAL SERVICES, INC.	13QM-G9P1-JHL6	10/28/2020	2 EXTERNAL DVD DRIVES FOR DUI	001-201-556-251	50.58
COPY COW	22051	10/28/2020	SHIPPING CHARGES TO SHIP 2 RADARS	001-201-600-300	29.32
TRI-STARR MUFFLER & BRAKE	457076	10/28/2020	S-34 BATTERY AND WIPERS	001-201-630-360	184.80
MID-SOUTH UNIFORM & SUPPLY, INC	610481	10/28/2020	RESERVE OFFICERS UNIFORM	001-201-535-233	1,267.75
FEDEX	7-163-78434	10/28/2020	SHIPPING/POLICE GRANT PAPERS	001-201-600-300	33.45
NORTHEAST EXTERMINATING	24694	10/29/2020	POLICE DEPT. 10.29.20	001-201-630-426	50.00
SAMANTHA GILLEN	318249	10/29/2020	REIMB HEADLIGHT BULB PURCHASE/AUTOZONE	001-201-630-360	13.47
SULLIVAN'S OFFICE SUPPLY, INC.	58900	10/29/2020	CAN LINERS	001-201-555-208	96.45
BOB'S MOBILE RADIO	316058	10/30/2020	RADIO, CAMERA REPAIRS & MAINTENANCE	001-201-630-400	540.00
AMAZON CAPITAL SERVICES, INC.	1XVK-K9HQ-TKMR	10/31/2020	3 SOUNDBARS, SPLITTERS & CABLES	001-201-501-200	291.50
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-201-604-330	77.33
R&M TIRES	1129114	11/02/2020	S-12 OIL AND FILTER CHANGE	001-201-630-360	52.50
TRI-STARR MUFFLER & BRAKE	457091	11/02/2020	S-42 BATTERY PLUS LABOR	001-201-630-360	196.56
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	001-201-525-231	1,853.58
OKTIBBEHA COUNTY SHERIFF'S OFFICE	11.03.20	11/03/2020	FEEDING INMATES OCTOBER 2020	001-201-541-237	10,950.00
R&M TIRES	1129130	11/03/2020	S-53 OIL AND FILTER CHANGE	001-201-630-360	65.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRI-STARR MUFFLER & BRAKE	457097	11/03/2020	S-20 STEERING, TIE RODS, SWAY BAR LINK	001-201-630-360	801.08
LOWE'S-POLICE	911314	11/03/2020	UNIVERSAL REMOTE/MOUNTING HARDWARE FOR EOC	001-201-556-251	17.35
R&M TIRES	1129146	11/04/2020	S-11 REPAIR FLAT	001-201-630-360	20.00
TRI-STARR MUFFLER & BRAKE	557004	11/04/2020	S-39 BATTERY	001-201-630-360	188.02
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	001-201-525-231	2,047.62
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032828	11/10/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	152.65
Outstanding Total:					39,001.96

Paid

MS FAST TRACK TITLE PROGRAM	1907	11/02/2020	REPLACEMENT TITLE FOR PD VIN#1907	001-201-691-550	39.00
Paid Total:					39.00

Department 201 - POLICE DEPARTMENT Total: 39,040.96

Department: 261 - FIRE DEPARTMENT

Outstanding

RACKLEY OIL INC.	90858C	10/22/2019	OVERPAYMENT	001-261-525-231	-44.26
SCOTT PETROLEUM DIV. #15	21821	09/28/2020	TANK RENTAL STATION 5	001-261-625-380	25.68
W.S. DARLEY & CO.	17412742	10/13/2020	2 ACCOUNTABILITY TAGS	001-261-535-233	26.90
MAXXSOUTH BROADBAND	INV0032813	10/21/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-625-380	182.90
MAXXSOUTH BROADBAND	INV0032814	10/21/2020	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-604-330	157.33
STATE FIRE ACADEMY	28461	10/23/2020	NFPA 1072 CLASS/10 OFFICER	001-261-600-390	3,250.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	300.85
TELETEC COMMUNICATIONS, LLC	10236124	10/26/2020	5 LEATHER RADIO CASES WITH STRAPS	001-261-630-404	311.25
ATMOS ENERGY	INV0032824	10/26/2020	# 3018177204 /FIRESTATION	001-261-625-380	62.49
DOGPOUND PRINTING	1002749	10/27/2020	SWEATSHIRTS & TSHIRTS	001-261-535-233	2,205.38
RYAN CLASSEN	INV0032817	10/27/2020	LUNCH REIM FOR MSFA TRAIN/CLASSEN, PEARSON, STARKS	001-261-600-390	32.67
GATEWAY TIRE & SERVICE CENTER	1018-134003	10/29/2020	L1 REPAIR FLAT	001-261-630-360	36.95
LAIRD CLINIC-FIRE ACCOUNT	897062	10/30/2020	PHYSICAL & TESTING FOR STEVEN LANE	001-261-600-319	161.00
AUSTIN SPEARS	INV0032804	10/30/2020	REIMB LUNCH FOR MSFA TESTING/SPEARS & SHED	001-261-600-390	16.00
CHASE BLAIR	INV0032806	10/30/2020	REIMB LUNCH FOR MSFA TRAINING/BLAIR & ROCKWEL	001-261-600-390	16.10
CLARENCE PARKS	INV0032808	10/30/2020	REIMB LUNCH FOR MSFA TESTING	001-261-600-390	10.67
DYLAN ROCKWELL	INV0032809	10/30/2020	REIMB GAS FOR MSFA TRAINING CLASS	001-261-600-390	32.02
GEORGE GRANDFIELD	INV0032810	10/30/2020	REIMB LUNCH FOR MSFA TRAIN/GRANDFIELD & MARS	001-261-600-390	21.76
JONATHAN LINDSEY	INV0032812	10/30/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	8.71
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-261-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	1WKR-CFMW-DH91	11/01/2020	2 EXECUTIVE CHAIRS, FIRE MARSHALL & FIRE INSPECTOR	001-261-501-200	511.18
SECURITY SOLUTIONS	202559	11/01/2020	FIRE NETWK PROTOCOL ANNUAL FEE-CITY HALL	001-261-604-330	540.00
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	001-261-525-231	511.39
ATMOS ENERGY	INV0032827	11/05/2020	#3055511080 /FIRESTATION #	001-261-625-380	157.76
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	001-261-525-231	513.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032828	11/10/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	375.80

Outstanding Total: 9,501.36

Department 261 - FIRE DEPARTMENT Total: 9,501.36

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	51.47
MAXXSOUTH BROADBAND	INV0032815	10/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-281-604-330	77.33
TRUSTMARK NATIONAL BANK	11.27.20	11/09/2020	#93894/2 TACOMAS	001-281-820-874	434.09
TRUSTMARK NATIONAL BANK	11.27.20	11/09/2020	#93894/2 TACOMAS	001-281-830-873	2.86

Outstanding Total: 593.86

Department 281 - BUILDING/CODES OFFICE Total: 593.86

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032828	11/10/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	72.74
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Outstanding Total: 72.74

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 72.74

Department: 301 - STREET DEPARTMENT

Outstanding

BULLDOG TOWING & RECOVERY	41156	07/02/2020	TOW #76	001-301-630-360	150.00
STARKVILLE AUTO PARTS	138051	10/12/2020	FUSE ASSORTMENT	001-301-630-360	4.97
STARKVILLE AUTO PARTS	138075	10/13/2020	3 CASES OIL, LUBE FILTER	001-301-630-360	213.39
NUNLEY TRUCKING CO., INC.	30152	10/17/2020	25.44 TONS OR RIP RAP	001-301-560-270	947.64
STARKVILLE AUTO PARTS	138210	10/19/2020	BATTERY	001-301-630-360	171.99
STARKVILLE AUTO PARTS	138245	10/20/2020	HYD HOSE	001-301-630-400	26.98
STARKVILLE AUTO PARTS	138250	10/20/2020	HYD HOSES	001-301-630-400	402.60
GATEWAY TIRE & SERVICE CENTER	1018-133605	10/22/2020	#75 4 NEW TIRES	001-301-630-360	1,090.85
STARKVILLE AUTO PARTS	138238	10/22/2020	LAMPS AND RELAY	001-301-630-360	122.73
STARKVILLE AUTO PARTS	138323	10/22/2020	FLASHER, BATTERY	001-301-630-360	292.97
APAC-MISSISSIPPI, INC	4000101431	10/24/2020	5.99 TONS OF ASPHALT	001-301-560-270	440.27
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.47
BELL BUILDING SUPPLY, INC.	302399	10/26/2020	HAMMER BIT, WEDGE ANCHORS	001-301-555-250	13.55
OKTIBBEHA COUNTY COOPERATIVE	616683	10/26/2020	2 GAS CANS	001-301-555-250	29.98
MMC MATERIALS, INC.	679575	10/26/2020	1.50 CY CONCRETE WITH FIBERS	001-301-560-270	241.25
LOWE'S-STREET	901761	10/26/2020	TRIPOD AND LEVELING ROD	001-301-555-250	89.29
OKT COUNTY	A3749	10/26/2020	250 GALLONS CRS2	001-301-560-270	900.00
STARKVILLE AUTO PARTS	138443	10/27/2020	TRAILER CONNECT, OEM WIRE TERMINAL	001-301-630-360	18.57
STARKVILLE AUTO PARTS	138444	10/27/2020	OEM WIRE TERMINALS, PRIMARY WIRE	001-301-630-360	14.17
STARKVILLE AUTO PARTS	138446	10/27/2020	LAMP, LAMP KIT	001-301-630-360	79.12
STARKVILLE AUTO PARTS	138449	10/27/2020	ELECTRICAL TAPE	001-301-555-250	16.74
BELL BUILDING SUPPLY, INC.	302511	10/27/2020	BIT HAMMER, WEDGE BOLTS	001-301-555-250	25.51
BELL BUILDING SUPPLY, INC.	302519	10/27/2020	NAIL HAND DUPLEX, PINE LUMBER	001-301-555-250	121.74
BELL BUILDING SUPPLY, INC.	302559	10/27/2020	RAIN R SHINE, PRESSURE CAP	001-301-555-250	5.47
CINTAS	4065534540	10/27/2020	STREET DEPT. 10.27.20	001-301-555-250	72.03
FASTENAL COMPANY	MSSTA94941	10/27/2020	MESH VESTS, FIRE EXTINGUISHERS	001-301-555-250	366.17

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	415989	10/28/2020	TRACTOR SUPPLY- BOOTS FOR LARRY BLACK	001-301-535-233	89.99
OKTIBBEHA COUNTY COOPERATIVE	617143	10/28/2020	#10 ALUM SCOOP	001-301-555-250	37.99
STARKVILLE AUTO PARTS	138488	10/29/2020	HYD COUPLER, HOSE CLAMP	001-301-630-400	12.96
STARKVILLE AUTO PARTS	138509	10/29/2020	REFLEX TRUCK SHOCK, STEERING STABILIZER	001-301-630-360	310.79
EAST MISSISSIPPI LUMBER CO	D72549	10/29/2020	CAUTION TAPE, MASTER BLANKS	001-301-555-250	33.58
STARKVILLE AUTO PARTS	138537	10/30/2020	HYDRAULIC HOSES	001-301-630-400	269.48
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-301-604-330	77.33
UNITED RENTALS (NORTH AMERICA), INC.	1240701	11/02/2020	2 BLADES	001-301-560-270	179.02
BELL BUILDING SUPPLY, INC.	302986	11/02/2020	DUCT TAPE	001-301-555-250	9.18
BELL BUILDING SUPPLY, INC.	303009	11/02/2020	STRIPPER PAINT/VARNISH, SPRAY GLOSS, WIRE BRUSH	001-301-555-250	75.62
SHERWIN WILLIAMS CO.	5602-7	11/02/2020	STREET PAINT	001-301-565-272	157.79
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	001-301-525-231	423.78
CINTAS	4066191441	11/03/2020	STREET DEPT. 11.03.20	001-301-555-250	35.00
CADENCE /ELAN VISA	11045	11/06/2020	SOLAR LED RADAR SPEED SIG	001-301-565-272	2,674.99
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	001-301-525-231	625.20
STARKVILLE UTILITIES	INV0032825	11/10/2020	UTILITY BILLS BY DEPT	001-301-625-380	12.27
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032828	11/10/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	8,670.26

Outstanding Total: 19,604.68

Department 301 - STREET DEPARTMENT Total: 19,604.68

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.59
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	001-360-525-231	30.05

Outstanding Total: 142.97

Department 360 - ANIMAL CONTROL Total: 142.97

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

REGAL CHEMICAL COMPANY	0313189	09/16/2020	200 LBS FERTILLIZER	001-550-501-110	8,000.00
NEXTSTEP INNOVATION	NSI19113	09/16/2020	2 DELL OPTIPLEX TOWER COMPUTERS	001-550-555-250	3,178.00
RACKLEY OIL INC.	122640	10/01/2020	GAS AND DIESEL	001-550-525-231	100.05
RACKLEY OIL INC.	540133	10/09/2020	10W30 OIL	001-550-525-231	31.17
RACKLEY OIL INC.	540221	10/12/2020	GAS	001-550-525-231	22.08
RACKLEY OIL INC.	122643	10/13/2020	GAS AND DIESEL	001-550-525-231	134.30
RACKLEY OIL INC.	540582	10/19/2020	GAS	001-550-525-231	26.50
TERRY SVC., INC	74548	10/21/2020	QUARTERLY MAINT AGREEMENT -PARKS	001-550-630-426	1,248.00
LOWE'S- PARKS	910728	10/21/2020	PAINT SUPPLIES AND ROLLERS	001-550-501-220	326.35
LOWE'S- PARKS	910744	10/21/2020	PAINT SUPPLIES	001-550-501-220	294.07
LOWE'S- PARKS	919813	10/21/2020	PANSIES, MULCH, RAKES, POTTING MIX	001-550-630-426	755.48
NEWELL PAPER COMPANY	3117635	10/22/2020	TISSUE, LINERS, DIGESTER, BOWL CLIPS	001-550-501-208	541.00
TRI-STARR MUFFLER & BRAKE	457069	10/23/2020	REPAIRS TO RAM #104	001-550-690-360	1,157.71
POWERSTROKE EQUIPMENT SALES & SVC	5146	10/23/2020	CHAIN, STIHL TOOL	001-550-501-110	20.98
DOSS ELECTRIC, INC.	5543	10/23/2020	CHANGE OUT LIGHT MODULE/OUTLAW CTR	001-550-630-426	367.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S- PARKS	910418	10/23/2020	DECK SPRAYER, INDUSTRIAL CLEANER	001-550-501-110	70.62
AMAZON CAPITAL SERVICES, INC.	16M6-4L7P-D417	10/25/2020	ICEWRAPS	001-550-501-415	28.99
TARA MCCURDY	200	10/26/2020	16 LOGO DECALS	001-550-501-415	80.00
RACKLEY OIL INC.	541036	10/26/2020	GAS	001-550-525-231	7.11
MALONEY GLASS & OVERHEAD DOOR	4641	10/27/2020	HINGES, LATCHES, RODS FOR DOORS	001-550-630-426	1,280.00
LOWE'S- PARKS	910823	10/27/2020	ULTRA FLAT BSA	001-550-501-110	110.20
AMAZON CAPITAL SERVICES, INC.	16VC-YRXW-WPDH	10/28/2020	4 MONITORS, KEYBOARD W/MOUSE, LASER CLICKERS, SPKR	001-550-555-250	631.55
POWERSTROKE EQUIPMENT SALES & SVC	5158	10/28/2020	HONDA PRESSURE WASHER	001-550-501-110	120.00
RACKLEY OIL INC.	541181	10/28/2020	USED TOTE	001-550-501-110	75.00
IVY AUTO PARTS, LLC.	650701	10/28/2020	BULBS, TOW CHAINS	001-550-690-360	558.77
LOWE'S- PARKS	908997	10/28/2020	BRUSHES, ROLLERS, TAPE, PAINT	001-550-501-220	265.62
ATMOS ENERGY	INV0032823	10/28/2020	# 3018222235/PARKS ADMIN	001-550-600-340	28.83
WALMART -GENERAL CITY	01956	10/29/2020	TAPE REFILLS, FOLDERS, LAMINATE POUCHES, ORGANIZER	001-550-501-200	170.82
AMAZON CAPITAL SERVICES, INC.	11W1-GTTF-FGXT	10/29/2020	2 Intel NUC 8 Mainstream Kit (NUC8I7BEH) W/KEYBOAR	001-550-555-250	1,509.50
RACKLEY OIL INC.	122652	10/29/2020	GAS	001-550-525-231	8.18
B&H PHOTO-VIDEO	179315441	10/29/2020	2 CONFERENCE CAMS	001-550-555-250	1,652.38
PENICK FOREST PRODUCTS	48294	10/29/2020	PLAYGROUND CHIPS	001-550-501-110	885.50
POWERSTROKE EQUIPMENT SALES & SVC	5163	10/29/2020	5 TRASH GRABBERS, 6 NEON VESTS	001-550-501-110	234.89
LOWE'S- PARKS	910292	10/29/2020	NYLON ROPE, MILDEW CLEANER, LEATHER GLOVES	001-550-501-110	166.10
LOWE'S- PARKS	911509	10/29/2020	WATER, FIRST AID KITS, PAINT	001-550-501-220	209.23
WATERMARK PRINTERS LLC	13645	10/30/2020	600 3 PART PURCHASE ORDER	001-550-501-200	265.00
OKTIBBEHA COUNTY COOPERATIVE	617673	10/30/2020	WHEEL BARROW, PITCHFORK, MULCH, NABBER	001-550-501-110	276.96
LOWE'S- PARKS	916915	10/30/2020	REMOVE TAX ON 910728	001-550-501-220	-21.35
WASTE PRO	205393	10/31/2020	DUMPSTER RENTAL - OCT. 202	001-550-600-300	426.32
POWERSTROKE EQUIPMENT SALES & SVC	5173	10/31/2020	PRESSURE WASHER, EXTENSION WASHER	001-550-501-110	85.00
THYSSENKRUPP ELEVATOR CORP	3005564558	11/01/2020	ELEV. MAINT CONTRACT- PARKS -11/01/20-01/31/21	001-550-630-426	770.40
BOARDTOWN LOCKSMITH, LL	3871	11/02/2020	SERVICE CALL TO ADJUST CYLINDER ANNEX ENTRANCE	001-550-630-426	85.00
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	001-550-525-231	149.53
CADENCE /ELAN VISA	3111016	11/03/2020	NRPA CAREER CENTER	001-550-600-350	299.00
TIM BUSH	INV0032819	11/04/2020	CONTRACT LABOR 10/23/20-11/05/20-SFTBALL SHWDN-UMP	001-550-600-320	100.00
BRUCE HARRIS -1099	INV0032820	11/04/2020	CONTRACT LABOR 10/23/20-11/05/20-SFTBALL SHWDN-UMP	001-550-600-320	100.00
RICKY LINDSEY	INV0032821	11/04/2020	CONTRACT LABOR 10/23/20-11/05/20-SFTBALL SHWDN-UMP	001-550-600-320	100.00
EMILY TAYLOR	INV0032822	11/04/2020	CONTRACT LABOR 10/23/20-11/05/20-SFTBALL SHWDN-UMP	001-550-600-320	100.00
ATMOS ENERGY	INV0032826	11/05/2020	# 3019958172 /PARKS	001-550-600-340	40.27
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	001-550-525-231	26.40

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0032825	11/10/2020	UTILITY BILLS BY DEPT	001-550-600-340	38.06
Outstanding Total:					27,137.07
Department 550 - PARKS AND REC DEPARTMENT Total:					27,137.07

Department: 800 - DEBT SERVICE

Outstanding

FIRST NATIONAL BANK OF CLARKSDALE	10.15.20	10/15/2020	POLICE STATION/CITY HALL PROJECT ISSUED 06.13.13	001-800-830-840	13,962.50
HANCOCK WHITNEY BANK	36393	10/23/2020	MDBSTARKV18- TRUSTEE & REGULATORY FEE	001-800-840-876	1,900.00
HANCOCK WHITNEY BANK	36399	10/23/2020	MDBSTARK19- TRUSTEE FEES	001-800-840-876	800.00
BANKPLUS	12.01.20	11/05/2020	ACCT NAME:STARKPI15 2.7M PUBIC IMP BONDS 2015	001-800-850-830	31,618.75
Outstanding Total:					48,281.25

Department 800 - DEBT SERVICE Total: 48,281.25

Fund 001 - GENERAL FUND Total: 198,524.94

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

HOLLIS BROTHERS HEATING & COOLING	07823	10/16/2020	AC FAN REPLACEMENT MOTOR FOR SOUTH HANGAR	015-505-501-198	255.00
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.19
RACKLEY OIL INC.	122363	10/26/2020	DIESEL, POWER KLENZ	015-505-525-231	391.12
NEWELL PAPER COMPANY	3118649	10/30/2020	2 CASES OF MULTIFOLD TOWELS	015-505-541-237	52.14
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	015-505-604-330	77.33
RACKLEY OIL INC.	541368	11/01/2020	GAS	015-505-525-231	142.94
TITAN AVIATION FUELS	R3350614	11/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
MAGNOLIA FLOORING & CO.	6679	11/03/2020	FLOORING & SHEETROCK WORK SOUTH HANGAR	015-505-720-801	2,227.09
Outstanding Total:					3,992.81

Paid

RODNEY LINCOLN	P74047	10/17/2020	REIMB WADE INC. PURCHASE/OIL & FILTER	015-505-525-231	20.20
RODNEY LINCOLN	P74047	10/17/2020	REIMB WADE INC. PURCHASE/OIL & FILTER	015-505-570-273	14.34

Paid Total: 34.54

Department 505 - AIRPORT Total: 4,027.35

Fund 015 - AIRPORT FUND Total: 4,027.35

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	1212001	10/23/2020	BRYAN FIELD REPAIRS/2020 AIP GRANT	016-515-600-390	18,280.00
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Outstanding Total: 18,280.00

Department 515 - RESTRICTED PROJECTS Total: 18,280.00

Fund 016 - RESTRICTED AIRPORT Total: 18,280.00

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

H&O TRUCKS & TRAILER REPAIR L.L.C.	63431	09/21/2020	#98 WHEEL HUB	022-322-630-360	1,309.24
H&O TRUCKS & TRAILER REPAIR L.L.C.	63687	10/23/2020	#95 REPLACE HYDRAULIC HOS	022-322-630-360	344.65
CSPIRE WIRELESS	10.25.20	10/25/2020	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	118.37

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-133770	10/27/2020	#91 ONE NEW TIRE	022-322-630-360	295.60
STARKVILLE AUTO PARTS	138441	10/27/2020	TRUCK #39 BULBS & LAMPS	022-322-630-360	103.97
GATEWAY TIRE & SERVICE CENTER	1018-133917	10/28/2020	#41 3 NEW TIRES	022-322-630-360	886.80
STARKVILLE AUTO PARTS	138519	10/29/2020	STT LAMP, DEF FLUID	022-322-630-360	458.49
TERRY'S GARAGE & REPAIRS, LLC	4190	10/30/2020	TRUCK #38 REPAIR WATER HOSE & LEAK	022-322-630-360	545.21
CSPIRE BUSINESS SOLUTIONS	1580709	11/01/2020	CSBS-643956	022-322-604-330	77.33
SGK LANDSCAPES, LLC	ST26651	11/01/2020	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST6650	11/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
WASTE MANAGEMENT	0769825-2132-0	11/02/2020	RECYCLING FOR OCT. 2020	022-322-600-431	504.60
NORTHEAST EXTERMINATING	24897	11/02/2020	SANITATION 11.02.20	022-322-600-300	30.00
FUELMAN / FLEETCOR	NP59092595	11/02/2020	FUEL REPORT 10/26/20 - 11/01/20	022-322-525-231	1,815.51
GATEWAY TIRE & SERVICE CENTER	1018-134205	11/03/2020	REPAIR FLAT TIRE ON TRAILER	022-322-630-360	15.30
STARKVILLE AUTO PARTS	138634	11/03/2020	TRUCK #43 HYD HOSE	022-322-630-360	256.98
POWERSTROKE EQUIPMENT SALES & SVC	5177	11/03/2020	EXMARK LAZER, TRIMMER LI	022-322-630-360	649.88
GATEWAY TIRE & SERVICE CENTER	1018-134272	11/04/2020	TRUCK #128 TWO NEW TIRES	022-322-630-360	444.02
GATEWAY TIRE & SERVICE CENTER	1018-134274	11/04/2020	#40 2 NEW TIRES	022-322-630-360	591.20
GATEWAY TIRE & SERVICE CENTER	1018-134281	11/04/2020	#42 ONE NEW TIRE	022-322-630-360	295.60
GATEWAY TIRE & SERVICE CENTER	1018-134292	11/04/2020	#39 ONE NEW TIRE	022-322-630-360	295.60
STARKVILLE AUTO PARTS	138663	11/04/2020	TRUCK #42 HEADLIGHT	022-322-630-360	27.98
GTR SOLID WASTE MGMT. AUTH	10.31.20	11/06/2020	OCT. 2020 SOLID WASTE TICKETS	022-322-600-379	33,846.58
FUELMAN / FLEETCOR	NP59136794	11/09/2020	FUEL REPORT 11/02/20 - 11/08/20	022-322-525-231	2,868.60
Outstanding Total:					48,154.16
Department 322 - SANITATION DEPARTMENT Total:					48,154.16
Fund 022 - ENVIRONMENTAL SERVICES Total:					48,154.16
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	8549.	08/14/2020	GTPDD #8549 REMAINING BALANCE	303-600-600-309	1,900.00
Outstanding Total:					1,900.00
Department 600 - CAPITAL PROJECTS Total:					1,900.00
Fund 303 - INDUSTRIAL PARK BOND Total:					1,900.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
FALCON CONTRACTING CO.,IN	4005	10/28/2020	2020 STREET IMP PROJECT	319-600-912-800	225,935.15
H&H CONSTRUCTION & EXCAVATING, LLC	20025	11/05/2020	LOUISVILLE ST. SIDEWALK IMPROVEMENTS	319-600-903-851	11,924.00
H&H CONSTRUCTION & EXCAVATING, LLC	20025-B	11/05/2020	LOUISVILLE ST. SIDEWALK IMP -CHANGE ORDER	319-600-903-851	440.00
Outstanding Total:					238,299.15
Department 600 - CAPITAL PROJECTS Total:					238,299.15
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					238,299.15

Expense Approval Report

Post Dates: 11/4/2020 - 11/10/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
TRUSTMARK NATIONAL BANK	12.01.20	11/09/2020	#39297/2 DODGE TRUCKS	375-551-840-882	4,127.75
TRUSTMARK NATIONAL BANK	12.01.20	11/09/2020	#39297/2 DODGE TRUCKS	375-551-840-883	150.75
Outstanding Total:					4,278.50
Department 551 - PARK & REC TOURISM Total:					4,278.50
Fund 375 - PARK AND REC TOURISM Total:					4,278.50
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SB CONSTRUCTION, LLC	PAY REQ. # 7	10/25/2020	CONTRACT #15405/CORNERSTONE PARK CONSTRUCTION	380-551-907-944	537,202.94
Outstanding Total:					537,202.94
Department 551 - PARK & REC TOURISM Total:					537,202.94
Fund 380 - PARK BONDS 2020 Total:					537,202.94
Grand Total:					1,050,667.04

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	198,524.94	2,597.50
015 - AIRPORT FUND	4,027.35	34.54
016 - RESTRICTED AIRPORT	18,280.00	0.00
022 - ENVIRONMENTAL SERVICES	48,154.16	0.00
303 - INDUSTRIAL PARK BOND	1,900.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	238,299.15	0.00
375 - PARK AND REC TOURISM	4,278.50	0.00
380 - PARK BONDS 2020	537,202.94	0.00
Grand Total:	1,050,667.04	2,632.04

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE E	1,068.73	0.00
001-000-149-691	MUNICIPAL COURT BON	2,558.50	2,558.50
001-100-604-330	COMMUNICATIONS	265.73	0.00
001-100-610-350	TRAVEL / TRAINING	405.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	287.95	0.00
001-110-600-300	RESEARCH RESOURCES	321.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	105.46	0.00
001-120-600-300	PROFESSIONAL SERVICE	14,348.15	0.00
001-120-604-330	COMMUNICATIONS	105.46	0.00
001-123-604-330	COMMUNICATIONS	2,188.68	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-123-918-805	MACHINERY, EQUIPMEN	530.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	44.48	0.00
001-145-604-330	POSTAGE/COPIER/PHON	157.65	0.00
001-145-690-556	DUES (MML) / FEES	280.00	0.00
001-180-501-200	SUPPLIES AND EQUIPME	265.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.59	0.00
001-180-610-340	ADVERTISING	23.27	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	192.32	0.00
001-190-690-557	PROFESSIONAL MEMBE	558.00	0.00
001-192-510-220	SUPPLIES	79.04	0.00
001-192-535-233	COVID-19 EXPENSES	10,119.95	0.00
001-192-600-338	CONTRACT SERVICES	5,740.28	0.00
001-192-630-403	REPAIRS TO BUILDING &	219.80	0.00
001-195-951-953	TRANSFER AIRPORT COS	7,982.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,900.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	26.61	0.00
001-197-600-308	ENGINEERING SERVICES	225.00	0.00
001-197-604-330	COMMUNICATIONS	105.45	0.00
001-197-820-874	PRINCIPAL	434.10	0.00
001-197-830-873	INTEREST	2.85	0.00
001-201-501-200	OFFICE SUPPLIES	1,051.12	0.00
001-201-525-231	GAS & OIL	3,901.20	0.00
001-201-535-233	UNIFORMS	1,809.06	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	85.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	279.73	0.00
001-201-556-251	POLICE SUPPLIES	325.43	0.00
001-201-600-300	PROFESSIONAL SERVICE	62.77	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,122.06	0.00
001-201-625-380	UTILITIES	152.65	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-360	VEHICLE REPAIRS & MAI	3,032.94	0.00
001-201-630-400	EQUIPMENT REPAIR &	780.00	0.00
001-201-630-426	BUILDING MAINTENANC	50.00	0.00
001-201-690-552	POLICE TRAINING/EDUC	14,400.00	0.00
001-201-691-550	MISCELLANEOUS	39.00	39.00
001-261-501-200	OFFICE SUPPLIES	511.18	0.00
001-261-525-231	GAS & OIL	980.63	0.00
001-261-535-233	UNIFORMS	2,232.28	0.00
001-261-600-319	PHYSICAL EXAMINATION	161.00	0.00
001-261-600-390	FIRE TRAINING	3,387.93	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,075.51	0.00
001-261-625-380	UTILITIES	804.63	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	36.95	0.00
001-261-630-404	RADIO MAINTENANCE /	311.25	0.00
001-281-604-330	COPIER/PHONES/IPADS/	156.91	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	434.09	0.00
001-281-830-873	INTEREST (VEHICLES)	2.86	0.00
001-290-625-380	UTILITIES / CODE RED	72.74	0.00
001-301-525-231	GAS & OIL	1,048.98	0.00
001-301-535-233	UNIFORMS	89.99	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	931.85	0.00
001-301-560-270	CONSTRUCTION MATERI	2,708.18	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,832.78	0.00
001-301-604-330	COMMUNICATIONS	128.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	8,682.53	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	2,469.55	0.00
001-301-630-400	EQUIPMENT REPAIR &	712.02	0.00
001-360-525-231	GAS & OIL	30.05	0.00
001-360-604-330	COMMUNICATIONS	112.92	0.00
001-550-501-110	FIELD SUPPLIES	10,045.25	0.00
001-550-501-200	OFFICE SUPPLIES	435.82	0.00
001-550-501-208	JANITORIAL SUPPLIES	541.00	0.00
001-550-501-220	COMMUNITY RECREATI	1,073.92	0.00
001-550-501-415	SPORTS PROGRAMS	108.99	0.00
001-550-525-231	GAS & OIL	505.32	0.00
001-550-555-250	SMALL EQUIP / COMPUT	6,971.43	0.00
001-550-600-300	PROFESSIONAL SERVICE	426.32	0.00
001-550-600-320	CONTRACT LABOR, UMP	400.00	0.00
001-550-600-340	UTILITIES	107.16	0.00
001-550-600-350	ADVERTISING	299.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	4,506.38	0.00
001-550-690-360	VEHICLE REPAIRS AND M	1,716.48	0.00
001-800-830-840	CITY HALL PROJECT INTE	13,962.50	0.00
001-800-840-876	BOND FEES	2,700.00	0.00
001-800-850-830	2.7 GO 2015 BOND INTE	31,618.75	0.00
015-505-501-198	BUILDING REPAIRS & M	255.00	0.00
015-505-525-231	GAS & OIL	554.26	20.20
015-505-541-237	OPERATING SUPPLIES	52.14	0.00
015-505-570-273	VEHICLE REPAIR PARTS	14.34	14.34
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-604-330	CELL PHONE/POSTAGE	124.52	0.00
015-505-720-801	CAPITAL OUTLAY, IMPRO	2,227.09	0.00
016-515-600-390	PROF SVC- 2020 AIP 3-2	18,280.00	0.00
022-322-525-231	GAS & OIL	4,684.11	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-379	LANDFILL FEES	33,846.58	0.00
022-322-600-431	CONTRACT RECYCLING C	504.60	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-604-330	COMMUNICATIONS	195.70	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	6,520.52	0.00
303-600-600-309	LEGAL AND PROF SVCS E	1,900.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	12,364.00	0.00
319-600-912-800	STREET OVERLAYS	225,935.15	0.00
375-551-840-882	2018 DODGE TRK PRINC	4,127.75	0.00
375-551-840-883	2018 DODGE TRK INTER	150.75	0.00
380-551-907-944	CORNERSTONE LAND PR	537,202.94	0.00
	Grand Total:	1,050,667.04	2,632.04

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,038,303.04	2,632.04
15006	12,364.00	0.00
Grand Total:	1,050,667.04	2,632.04



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

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

David Wise

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

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 11/18/20 ACCOUNT 23110				UNPAID INVOICES			PAGE 1	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE												
INV-1291	11/03/20		0 Repairs, Contractor		11/18/20	250.00	.00	ACH				
INV-1294-1297	11/09/20	4441	Booster pump repairs		11/18/20	4328.95	.00	ACH				
					VENDOR TOTAL:	4578.95						
VENDOR: 76 APAC MISSISSIPPI, INC.												
4000101316	11/09/20	4323	Asphalt		11/18/20	2003.61	.00	ACH				
					VENDOR TOTAL:	2003.61						
VENDOR: 152 BUGS-B-GONE												
365125	11/09/20		0 Pest control		11/18/20	250.00	.00	ACH				
					VENDOR TOTAL:	250.00						
VENDOR: 202 BELL BUILDING SUPPLY												
10/31/20 STMT	11/09/20	4429	Parts		11/18/20	50.33	.00	ACH				
302477	11/09/20	4420	Concrete		11/18/20	3.10	.00	ACH				
					VENDOR TOTAL:	53.43						
VENDOR: 215 CINTAS												
5039854787	11/09/20	4458	Supplies		11/18/20	200.09	.00	CHK				
					VENDOR TOTAL:	200.09						
VENDOR: 220 CENTRAL PIPE SUPPLY												
5498.1, 5498.3	11/09/20	4431	Repair Materials		11/18/20	2652.15	.00	ACH				
S1002239369.001	11/09/20	4109	Valves		11/18/20	235.95	.00	ACH				
					VENDOR TOTAL:	2888.10						
VENDOR: 227 BULLDOG TOWING, LLC												
41371	11/09/20	4119	Towing		11/18/20	85.00	.00	CHK				
					VENDOR TOTAL:	85.00						
VENDOR: 307 CITY OF STARKVILLE												
OCT 2020-EXP	11/03/20		0 Due to City - Oct 2020		11/18/20	8528.73	.00	CHK				
OCT 2020-SALARY	11/03/20		0 Reimb City Salaries		11/18/20	3373.29	.00	CHK				

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/20 ACCOUNT 23110

UNPAID INVOICES

RUN DATE 11/10/20 11:10 AM
PAGE 2

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 321 COLE'S AUTO REPAIR

650941 11/09/20 4438 Repairs

VENDOR TOTAL: 11902.02

INVOICE AMOUNT 35.99

TAX AMOUNT .00

PMT TYP CHK

VENDOR: 324 CITY ALIGNMENT SERVICE LLC

75040 11/09/20 4440 Repairs

VENDOR TOTAL: 191.19

INVOICE AMOUNT 191.19

TAX AMOUNT .00

PMT TYP CHK

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

3104422, 3104501 11/09/20 4408 Materials
3104530 11/09/20 4408 Pipes
3104566 11/09/20 4408 Materials

VENDOR TOTAL: 2802.86

INVOICE AMOUNT 1593.00
417.86
792.00

TAX AMOUNT .00
.00
.00

PMT TYP CHK
CHK
CHK
CHK

VENDOR: 450 ENVIRO-LABS, INC.

4458, 4435 11/09/20 4445 Testing
4478 11/09/20 4445 Testing

VENDOR TOTAL: 555.00

INVOICE AMOUNT 370.00
185.00

TAX AMOUNT .00
.00

PMT TYP ACH
ACH

VENDOR: 604 FASTENAL

MSSTA94562 11/09/20 4435 Parts, Materials

VENDOR TOTAL: 1610.32

INVOICE AMOUNT 1610.32

TAX AMOUNT .00

PMT TYP ACH

VENDOR: 605 FERGUSON ENTERPRISES LLC

1079539 11/09/20 4392 Supplies

VENDOR TOTAL: 180.00

INVOICE AMOUNT 180.00

TAX AMOUNT .00

PMT TYP CHK

VENDOR: 606 4-COUNTY EPA

OCT 2020 11/09/20 0 Utilities expense

VENDOR TOTAL: 11787.72

INVOICE AMOUNT 11787.72

TAX AMOUNT .00

PMT TYP CHK

STARKVILLE WATER DEPT PRG. ACTPAYLT			ACCOUNTS PAYABLE LISTING FOR: 11/18/20 ACCOUNT 23110			UNPAID INVOICES			PAGE 3 RUN DATE 11/10/20 11:10 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 620 G & C SUPPLY CO., INC.											
6795723	11/09/20	4389 Materials		11/18/20	854.70	.00	ACH				
828, 829, 830	11/09/20	4410 Materials		11/18/20	2266.09	.00	ACH				
				VENDOR TOTAL:	3120.79						
VENDOR: 621 EMPIRE TRUCK SALES, LLC											
RE5013381.01	11/09/20	4439 Repairs, Maintenance		11/18/20	534.07	.00	CHK				
				VENDOR TOTAL:	534.07						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-133669	11/09/20	4417 Repairs		11/18/20	206.37	.00	CHK				
1018-134212	11/09/20	4446 Tire repair		11/18/20	15.30	.00	CHK				
1018-134252	11/09/20	4451 Tires		11/18/20	855.96	.00	CHK				
				VENDOR TOTAL:	1077.63						
VENDOR: 702 HACH											
12174375	11/09/20	4406 Chemicals		11/18/20	651.81	.00	ACH				
12177381	11/09/20	4406 Chemicals		11/18/20	413.50	.00	ACH				
				VENDOR TOTAL:	1065.31						
VENDOR: 703 HARCROS CHEMICALS INC											
773327500	11/09/20	4448 Chemicals		11/18/20	1080.00	.00	CHK				
				VENDOR TOTAL:	1080.00						
VENDOR: 765 HYDRA SERVICE, INC.											
144911, 913, 928	11/09/20	4436 Pump Materials		11/18/20	6111.00	.00	ACH				
				VENDOR TOTAL:	6111.00						
VENDOR: 825 H & H CONSTRUCTION & EXC LLC											
959280, 281	11/03/20	0 Water repairs		11/18/20	4195.00	.00	ACH				
959286-288	11/10/20	0 Water & Sewer repairs		11/18/20	9345.00	.00	ACH				
				VENDOR TOTAL:	13540.00						

STARKVILLE WATER DEPT
PRG. ACTPAYIT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/20 ACCOUNT 23110

RUN DATE 11/10/20 PAGE 4
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1017	J & P CONSTRUCTION CO INC								
RFP#11-	10/30/20	11/03/20	0	WWTP Biosolids Construction	11/18/20	1007299.83	.00	ACH		
				VENDOR TOTAL:	1007299.83					
VENDOR:	1106	LESLIE DEAN								
100, 101	11/10/20	0 Maintenance		11/18/20	2300.00	.00	ACH			
				VENDOR TOTAL:	2300.00					
VENDOR:	1192	LYLE MACHINERY								
W07445	11/09/20	4424 Equipment Repairs		11/18/20	1231.17	.00	ACH			
				VENDOR TOTAL:	1231.17					
VENDOR:	1322	MMC MATERIALS, INC.								
679957	11/09/20	4432 Concrete		11/18/20	417.00	.00	CHK			
				VENDOR TOTAL:	417.00					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
11/01/20	11/04/20	0 CAP Loan Payments		11/18/20	27070.29	.00	CHK			
				VENDOR TOTAL:	27070.29					
VENDOR:	1366	MS CROSS CONNECTION								
29665	11/09/20	4460 Testing		11/18/20	278.00	.00	ACH			
				VENDOR TOTAL:	278.00					
VENDOR:	1390	NEWELL PAPER COMPANY								
3117642	11/09/20	4391 Supplies		11/18/20	323.75	.00	ACH			
3118335	11/09/20	4426 Supplies		11/18/20	190.70	.00	ACH			
				VENDOR TOTAL:	514.45					
VENDOR:	1392	NUNLEY TRUCKING CO, INC.								
30153	11/09/20	4423 Gravel		11/18/20	2509.31	.00	CHK			
				VENDOR TOTAL:	2509.31					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/20 ACCOUNT 23110

PAGE 5
RUN DATE 11/10/20 11:10 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1400	NESCO									
2322105.001	11/09/20	2668	Parts		11/18/20	81.66	.00	ACH			
					VENDOR TOTAL:	81.66					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
603572, 601692	11/09/20	8002	Soil, Materials		11/18/20	149.96	.00	ACH			
615782	11/09/20	4411	Uniforms		11/18/20	159.19	.00	ACH			
616765	11/09/20	4415	Boots		11/18/20	209.86	.00	ACH			
617637	11/09/20	4378	Uniforms		11/18/20	122.45	.00	ACH			
618935, 619037	11/09/20	4447	Uniforms		11/18/20	193.84	.00	ACH			
					VENDOR TOTAL:	835.30					
VENDOR:	1531	O'REILLY AUTO PARTS									
0997-165393	11/09/20	4452	Supplies		11/18/20	10.99	.00	CHK			
0997-165471	11/09/20	4456	Parts, Supplies		11/18/20	68.45	.00	CHK			
					VENDOR TOTAL:	79.44					
VENDOR:	1624	PRIME INSTALLATIONS									
597	11/09/20	4454	Repairs		11/18/20	806.83	.00	CHK			
					VENDOR TOTAL:	806.83					
VENDOR:	1818	UNITED RENTALS INC									
184126357-002	11/09/20	4117	Rental		11/18/20	22.80	.00	ACH			
187481434-001	11/09/20	4430	Repairs		11/18/20	848.87	.00	ACH			
					VENDOR TOTAL:	871.67					
VENDOR:	1884	STARKVILLE GARBAGE									
10/26/20	11/03/20	0	Garbage disposal-600137		11/18/20	94.50	.00	CHK			
					VENDOR TOTAL:	94.50					
VENDOR:	1892	S&N AIROFLO INC									
18033	11/09/20	4422	Equipment Rentals		11/18/20	2400.00	.00	CHK			
					VENDOR TOTAL:	2400.00					

STARKVILLE WATER DEPT PRG. ACTPAYLT			ACCOUNTS PAYABLE LISTING FOR: 11/18/20 ACCOUNT 23110				UNPAID INVOICES			PAGE 6	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	RUN DATE	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905	STARKVILLE AUTO PARTS									
894,141,148	11/09/20	4388 Parts and Supplies		11/18/20	1161.09	.00	CHK				
				VENDOR TOTAL:	1161.09						
VENDOR:	1911	SPRINGER ENGINEERING INC.									
13939	11/03/20	0 Surveying		11/18/20	420.00	.00	CHK				
				VENDOR TOTAL:	420.00						
VENDOR:	1920	CANNON FORD LINCOLN OF STARK									
5284	11/09/20	4419 Repairs		11/18/20	240.40	.00	CHK				
				VENDOR TOTAL:	240.40						
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
4704088-00	11/09/20	4416 Parts		11/18/20	57.40	.00	ACH				
				VENDOR TOTAL:	57.40						
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY									
59063	11/09/20	4450 Office supplies		11/18/20	90.30	.00	ACH				
				VENDOR TOTAL:	90.30						
VENDOR:	2000	TALKING WARRIOR WATER ASSOC									
OCT 2020	11/09/20	0 TWWA Water Revenues		11/18/20	1630.65	.00	ACH				
				VENDOR TOTAL:	1630.65						
VENDOR:	2104	UPS									
24W1X6430	11/03/20	0 Postage		11/18/20	28.27	.00	CHK				
24W1X6440	11/09/20	0 Postage		11/18/20	28.62	.00	CHK				
				VENDOR TOTAL:	56.89						
VENDOR:	2202	WAYPOINT ANALYTICAL									
1054423, 1054445, 1055445,	11/09/20	4238 Testing		11/18/20	504.00	.00	ACH				
	11/09/20	4319 Testing		11/18/20	504.00	.00	ACH				
				VENDOR TOTAL:	1008.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE								
AL18554	11/09/20	4331 TV Truck Camera Equipment		11/18/20	33120.00	.00	ACH			
MS18486	11/09/20	4237 Vehicle Repairs		11/18/20	8690.03	.00	ACH			
MS18566	11/09/20	4418 Vehicle Repairs		11/18/20	3302.14	.00	ACH			
		VENDOR TOTAL:			45112.17					
VENDOR:	2210	VERIZON WIRELESS								
9866044471	11/09/20	0 Phone bill 2821-03		11/18/20	684.89	.00	CHK			
		VENDOR TOTAL:			684.89					
VENDOR:	2221	VOLKERT, INC.								
02110009	11/03/20	0 Engineering-WWTP Biosolids		11/18/20	10357.50	.00	ACH			
		VENDOR TOTAL:			10357.50					
VENDOR:	2304	WADE, INC								
P71927	11/09/20	4428 Parts		11/18/20	12.16	.00	CHK			
		VENDOR TOTAL:			12.16					
VENDOR:	2320	WILLIAM W MEYER & SONS INC.								
358102	11/09/20	4286 Blower Equipment		11/18/20	8890.54	.00	CHK			
		VENDOR TOTAL:			8890.54					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
62725	11/09/20	4453 Water		11/18/20	32.50	.00	ACH			
		VENDOR TOTAL:			32.50					
		GRAND TOTAL:			1182197.02					

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 11/18/20 ACCOUNT 23200			UNPAID INVOICES		RUN DATE 11/10/20		PAGE 1 10:56 AM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	124	ATMOS ENERGY										
3012612404-11/20	11/09/20	0	Utility bill		11/18/20	156.49	.00	ACH				
				VENDOR TOTAL:		156.49						
VENDOR:	125	AT & T										
OCT 2020	11/03/20	0	Phone bill		11/18/20	667.71	.00	CHK				
				VENDOR TOTAL:		667.71						
VENDOR:	131	ALTEC INDUSTRIES, INC.										
11508020, 9783	11/09/20	9478	Materials		11/18/20	957.77	.00	ACH				
				VENDOR TOTAL:		957.77						
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC										
RFP #8 - 11/5/20	11/09/20	0	Substation Construction		11/18/20	356366.95	.00	ACH				
				VENDOR TOTAL:		356366.95						
VENDOR:	303	C SPIRE WIRELESS										
OCT 2020	11/03/20	0	Phone bill		11/18/20	463.23	.00	CHK				
				VENDOR TOTAL:		463.23						
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN										
NOV 2020-TAX	11/03/20	0	Tax Equivalency		11/18/20	113750.00	.00	CHK				
OCT 2020-ADMIN	11/03/20	0	Administrative Fees		11/18/20	14615.16	.00	CHK				
				VENDOR TOTAL:		128365.16						
VENDOR:	307	CITY OF STARKVILLE										
OCT 2020-EXP	11/09/20	0	Due to City		11/18/20	1340.23	.00	CHK				
OCT 2020-STL	11/03/20	0	Reimb St Louis salary		11/18/20	6429.24	.00	CHK				
				VENDOR TOTAL:		7769.47						
VENDOR:	352	COLUMBUS FIRE SERVICE										
1920, 2620	11/09/20	9488	Fire extinguisher inspection		11/18/20	304.00	.00	ACH				
				VENDOR TOTAL:		304.00						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	400	IVY AUTO PARTS										
8980, 1314	11/09/20	9450	Parts		11/18/20	8.58	.00	ACH				
					VENDOR TOTAL:	8.58						
VENDOR:	616	FUELMAN										
NP59092595	11/03/20	0	Fuel		11/18/20	1117.50	.00	CHK				
NP59136794	11/09/20	0	Fuel		11/18/20	2171.80	.00	CHK				
					VENDOR TOTAL:	3289.30						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER										
3925, 3928	11/09/20	9480	Vehicle repairs/maint		11/18/20	95.75	.00	CHK				
					VENDOR TOTAL:	95.75						
VENDOR:	696	GARNER LUMLEY ELECTRIC										
573908	11/09/20	9429	Materials		11/18/20	260.00	.00	ACH				
					VENDOR TOTAL:	260.00						
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.										
30041964-00	11/09/20	9403	Materials		11/18/20	2400.00	.00	ACH				
					VENDOR TOTAL:	2400.00						
VENDOR:	733	GUARDIAN LOCK AND KEY INC										
5987	11/09/20	9479	Keys		11/18/20	225.75	.00	ACH				
					VENDOR TOTAL:	225.75						
VENDOR:	801	QUADIENT FINANCE USA INC.										
10/27/20	11/03/20	0	Postage		11/18/20	454.01	.00	CHK				
					VENDOR TOTAL:	454.01						
VENDOR:	809	HOWARD INDUSTRIES, INC.										
244024-908842	11/09/20	9110	Transformers		11/18/20	5666.00	.00	ACH				
248386-905877	11/09/20	9452	Lights		11/18/20	12272.50	.00	ACH				
					VENDOR TOTAL:	17938.50						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/20 ACCOUNT 23200

UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	907	INDOFF, INC.										
3417522	11/09/20	9476	Supplies		11/18/20	77.30	.00	ACH				
VENDOR:	1205	LOWE'S										
10/20-11/05/20	11/09/20	9490	Supplies, Parts		11/18/20	328.28	.00	CHK				
VENDOR:	1319	MONT'S PAPER & PACKAGING										
377273	11/09/20	9475	Supplies		11/18/20	227.70	.00	ACH				
VENDOR:	1400	NESCO										
9435,1124,2677	11/09/20	9473	Materials		11/18/20	692.43	.00	ACH				
VENDOR:	1406	NORTHEAST EXTERMINATING										
11/02/20	11/09/20	9487	Pest control		11/18/20	105.00	.00	ACH				
VENDOR:	1886	SEDC										
31352	11/09/20	0	Billing services		11/18/20	25533.83	.00	ACH				
VENDOR:	1887	S & S LINE SERVICE INC										
2196-2197	11/03/20	0	ROW Clearing		11/18/20	5271.36	.00	ACH				
2198-2199	11/10/20	0	ROW Clearing		11/18/20	4941.90	.00	ACH				
VENDOR:	1905	STARKVILLE AUTO PARTS										
5151-138688	11/09/20	9489	Parts		11/18/20	15.00	.00	CHK				
VENDOR TOTAL:												

77.30

328.28

227.70

692.43

105.00

25533.83

10213.26

15.00

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT				FOR: 11/18/20 ACCOUNT 23200						11/10/20		10:56 AM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	VOID DATE	CHECK/ACH	SEQ
VENDOR: 1925 SCOTT PETROLEUM CORP.													
1415124	11/09/20	9481	Fuel cyliner refills		11/18/20	42.00	.00	ACH					
					VENDOR TOTAL:	42.00							
VENDOR: 1931 STARKVILLE SANITATION DEPT													
OCT 2020	11/09/20	0	Sanitation Collections		11/18/20	269706.52	.00	CHK					
					VENDOR TOTAL:	269706.52							
VENDOR: 1933 STARKVILLE WATER DEPT													
OCT 2020	11/09/20	0	Water-Sewer Collections		11/18/20	696465.26	.00	ACH					
					VENDOR TOTAL:	696465.26							
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.													
373850	11/09/20	9485	Gas cylinder rentals		11/18/20	37.08	.00	ACH					
					VENDOR TOTAL:	37.08							
VENDOR: 2210 VERIZON WIRELESS													
9866044470	11/09/20	0	Phone bill 2821-01		11/18/20	914.68	.00	CHK					
					VENDOR TOTAL:	914.68							
VENDOR: 2305 WASTE PRO													
205462	11/09/20	9477	Dumpster Fees		11/18/20	416.27	.00	ACH					
					VENDOR TOTAL:	416.27							
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.													
CLR1120-270	11/05/20	0	Water		11/18/20	28.20	.00	ACH					
					VENDOR TOTAL:	28.20							
VENDOR: 99009766 JUSTIN HATCHER													
10/26/20-MEALS	11/05/20	0	Travel expense		11/18/20	189.68	.00	ACH					
					VENDOR TOTAL:	189.68							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/20 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE	TAX	EMT	PAID	PAID/VOID	CHECK/
				AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR: 99009767 ORLANDO SMITH										
10/26/20-MEALS	11/05/20	0	Travel expense	184.00		.00	ACH			
			VENDOR TOTAL:	184.00						
VENDOR: 99009971 SERVICEMASTER RESTORATION										
202900-1105	11/09/20	0	Janitorial cleaning	438.00		.00	ACH			
			VENDOR TOTAL:	438.00						
VENDOR: 99009982 RICHARDSON CONSULTING										
10/25, 28, 29	11/03/20	0	Training	882.00		.00	CHK			
			VENDOR TOTAL:	882.00						
			GRAND TOTAL:	1526219.16						



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-17-2020
PAGE: 1

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



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Category...	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	8,155,000.00	8,155,000.00	63,338.49	63,338.49	-8,091,661.51	0.78 %
206 - LIEU OF TAXES	793,500.00	793,500.00	22,415.39	22,415.39	-771,084.61	2.82 %
220 - LICENSES AND PERMITS	226,250.00	226,250.00	12,840.82	12,840.82	-213,409.18	5.68 %
230 - INTERGOVERNMENTAL REVENUES	11,124,872.00	11,124,872.00	1,492,939.00	1,492,939.00	-9,631,933.00	13.42 %
250 - GRANTS	77,670.00	77,670.00	76,233.18	76,233.18	-1,436.82	98.15 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	10,500.00	10,500.00	2,523.36	2,523.36	-7,976.64	24.03 %
330 - FINES AND FORFEITS	412,500.00	412,500.00	71,623.75	71,623.75	-340,876.25	17.36 %
340 - MISCELLANEOUS	579,500.00	579,500.00	24,448.09	24,448.09	-555,051.91	4.22 %
360 - CHARGES FOR SERVICES	1,550.00	1,550.00	14,009.15	14,009.15	12,459.15	903.82 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,317,500.00	3,317,500.00	164,937.11	164,937.11	-3,152,562.89	4.97 %
631 - ODDFELLOWS	13,500.00	13,500.00	26.36	26.36	-13,473.64	0.20 %
Department: 000 - UNDESIGNATED Total:	24,712,342.00	24,712,342.00	1,945,334.70	1,945,334.70	-22,767,007.30	7.87 %
Revenue Total:	24,712,342.00	24,712,342.00	1,945,334.70	1,945,334.70	-22,767,007.30	7.87 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,360.00	206,360.00	21,217.94	21,217.94	185,142.06	10.28 %
600 - CONTRACTUAL SERVICES	16,750.00	16,750.00	505.79	505.79	16,244.21	3.02 %
Department: 100 - BOARD OF ALDERMEN Total:	223,110.00	223,110.00	21,723.73	21,723.73	201,386.27	9.74 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	329,985.00	329,985.00	33,452.82	33,452.82	296,532.18	10.14 %
500 - SUPPLIES	13,000.00	13,000.00	329.56	329.56	12,670.44	2.54 %
600 - CONTRACTUAL SERVICES	21,200.00	21,200.00	735.85	735.85	20,464.15	3.47 %
900 - CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	365,685.00	365,685.00	34,518.23	34,518.23	331,166.77	9.44 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	140.54	140.54	1,359.46	9.37 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	140.54	140.54	1,359.46	9.37 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,140.00	154,140.00	17,203.89	17,203.89	136,936.11	11.16 %
500 - SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
600 - CONTRACTUAL SERVICES	121,900.00	121,900.00	16,169.04	16,169.04	105,730.96	13.26 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	278,040.00	278,040.00	33,372.93	33,372.93	244,667.07	12.00 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	297,610.00	297,610.00	40,976.64	40,976.64	256,633.36	13.77 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	102,000.00	102,000.00	16,645.96	16,645.96	85,354.04	16.32 %
900 - CAPITAL OUTLAY	80,000.00	80,000.00	14,762.69	14,762.69	65,237.31	18.45 %
Department: 123 - IT Total:	480,110.00	480,110.00	72,385.29	72,385.29	407,724.71	15.08 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	0.00	0.00	24,500.00	0.00 %
Department: 130 - ELECTIONS Total:	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	408,880.00	408,880.00	45,048.50	45,048.50	363,831.50	11.02 %
600 - CONTRACTUAL SERVICES	86,500.00	86,500.00	0.00	0.00	86,500.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 142 - CITY CLERKS OFFICE Total:	495,380.00	495,380.00	45,048.50	45,048.50	450,331.50	9.09 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	211.00	211.00	9,289.00	2.22 %
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	1,317.29	1,317.29	23,682.71	5.27 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	766.74	766.74	2,233.26	25.56 %
Department: 145 - OTHER ADMINISTRATIVE Total:	39,000.00	39,000.00	2,295.03	2,295.03	36,704.97	5.88 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,000.00	8,000.00	175.00	175.00	7,825.00	2.19 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,000.00	8,000.00	175.00	175.00	7,825.00	2.19 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	8,080.50	8,080.50	61,864.50	11.55 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	8,080.50	8,080.50	61,864.50	11.55 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	17,307.92	17,307.92	197,692.08	8.05 %
Department: 169 - LEGAL Total:	215,000.00	215,000.00	17,307.92	17,307.92	197,692.08	8.05 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	227,380.00	227,380.00	26,344.04	26,344.04	201,035.96	11.59 %
500 - SUPPLIES	3,500.00	3,500.00	159.79	159.79	3,340.21	4.57 %
600 - CONTRACTUAL SERVICES	28,900.00	28,900.00	669.67	669.67	28,230.33	2.32 %
Department: 180 - HUMAN RESOURCES Total:	259,780.00	259,780.00	27,173.50	27,173.50	232,606.50	10.46 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	265,120.00	265,120.00	30,326.29	30,326.29	234,793.71	11.44 %
500 - SUPPLIES	1,625.00	1,625.00	6.00	6.00	1,619.00	0.37 %
600 - CONTRACTUAL SERVICES	37,400.00	37,400.00	3,682.97	3,682.97	33,717.03	9.85 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	760.00	760.00	19,240.00	3.80 %
Department: 190 - CITY PLANNER Total:	324,145.00	324,145.00	34,775.26	34,775.26	289,369.74	10.73 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	119,540.00	119,540.00	9,802.53	9,802.53	109,737.47	8.20 %
Department: 191 - EXTERNAL SERVICE Total:	119,540.00	119,540.00	9,802.53	9,802.53	109,737.47	8.20 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	56,000.00	56,000.00	19,117.72	19,117.72	36,882.28	34.14 %
600 - CONTRACTUAL SERVICES	90,500.00	90,500.00	10,937.00	10,937.00	79,563.00	12.09 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	150,086.00	150,086.00	30,054.72	30,054.72	120,031.28	20.02 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	6,999.00	6,999.00	13,001.00	35.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	11,250.00	11,250.00	50,678.00	18.17 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	115,928.00	115,928.00	18,249.00	18,249.00	97,679.00	15.74 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	28,000.00	28,000.00	1,500.00	1,500.00	26,500.00	5.36 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	1,700.00	18,300.00	8.50 %
Department: 196 - CEMETERY ADMINISTRATION Total:	48,000.00	48,000.00	3,200.00	3,200.00	44,800.00	6.67 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	307,385.00	307,385.00	31,625.90	31,625.90	275,759.10	10.29 %
500 - SUPPLIES	3,900.00	3,900.00	3,027.97	3,027.97	872.03	77.64 %
600 - CONTRACTUAL SERVICES	15,600.00	15,600.00	1,825.09	1,825.09	13,774.91	11.70 %
800 - DEBT SERVICE	2,181.00	2,181.00	436.95	436.95	1,744.05	20.03 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	332,066.00	332,066.00	36,915.91	36,915.91	295,150.09	11.12 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,370,330.00	4,370,330.00	457,465.22	457,465.22	3,912,864.78	10.47 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	423,000.00	423,000.00	32,054.24	32,054.24	390,945.76	7.58 %
600 - CONTRACTUAL SERVICES	513,600.00	513,600.00	35,052.55	35,052.55	478,547.45	6.82 %
800 - DEBT SERVICE	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
900 - CAPITAL OUTLAY	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	5,671,930.00	5,671,930.00	524,572.01	524,572.01	5,147,357.99	9.25 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	307,200.00	307,200.00	32,463.85	32,463.85	274,736.15	10.57 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	308,200.00	308,200.00	32,463.85	32,463.85	275,736.15	10.53 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	0.00	96,560.00	0.00	0.00	96,560.00	0.00 %
500 - SUPPLIES	0.00	1,450.00	0.00	0.00	1,450.00	0.00 %
600 - CONTRACTUAL SERVICES	0.00	3,450.00	0.00	0.00	3,450.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	0.00	101,460.00	0.00	0.00	101,460.00	0.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,425.00	120,425.00	8,539.36	8,539.36	111,885.64	7.09 %
Department: 254 - DUI GRANT Total:	120,425.00	120,425.00	8,539.36	8,539.36	111,885.64	7.09 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,245,855.00	4,231,335.00	492,442.21	492,442.21	3,738,892.79	11.64 %
500 - SUPPLIES	99,000.00	99,000.00	9,373.44	9,373.44	89,626.56	9.47 %
600 - CONTRACTUAL SERVICES	283,600.00	283,600.00	23,463.90	23,463.90	260,136.10	8.27 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	189,000.00	189,000.00	0.00	0.00	189,000.00	0.00 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	41,000.00	41,000.00	15,270.70	15,270.70	25,729.30	37.25 %
Department: 261 - FIRE DEPARTMENT Total:	4,958,455.00	4,943,935.00	540,550.25	540,550.25	4,403,384.75	10.93 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	287,000.00	190,440.00	23,801.14	23,801.14	166,638.86	12.50 %
500 - SUPPLIES	9,500.00	8,050.00	2,827.30	2,827.30	5,222.70	35.12 %
600 - CONTRACTUAL SERVICES	22,000.00	18,550.00	1,382.72	1,382.72	17,167.28	7.45 %
800 - DEBT SERVICE	9,115.00	9,115.00	1,339.71	1,339.71	7,775.29	14.70 %
Department: 281 - BUILDING/CODES OFFICE Total:	327,615.00	226,155.00	29,350.87	29,350.87	196,804.13	12.98 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	16,850.00	16,850.00	324.52	324.52	16,525.48	1.93 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	22,500.00	22,500.00	324.52	324.52	22,175.48	1.44 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	858,150.00	858,150.00	71,746.72	71,746.72	786,403.28	8.36 %
500 - SUPPLIES	176,000.00	176,000.00	23,163.04	23,163.04	152,836.96	13.16 %
600 - CONTRACTUAL SERVICES	550,100.00	550,100.00	47,761.95	47,761.95	502,338.05	8.68 %
800 - DEBT SERVICE	97,673.00	97,673.00	8,705.70	8,705.70	88,967.30	8.91 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	1,691,923.00	1,691,923.00	151,377.41	151,377.41	1,540,545.59	8.95 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	97,420.00	97,420.00	5,545.71	5,545.71	91,874.29	5.69 %
500 - SUPPLIES	3,000.00	3,000.00	93.04	93.04	2,906.96	3.10 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	112.92	112.92	5,437.08	2.03 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	31,250.00	93,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	230,970.00	230,970.00	37,001.67	37,001.67	193,968.33	16.02 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	867,950.00	867,950.00	88,595.52	88,595.52	779,354.48	10.21 %
500 - SUPPLIES	237,000.00	237,000.00	28,436.09	28,436.09	208,563.91	12.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	510,600.00	510,600.00	29,885.92	29,885.92	480,714.08	5.85 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	0.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	8,779.00	8,779.00	-6,279.00	351.16 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,636,006.00	1,636,006.00	155,696.53	155,696.53	1,480,309.47	9.52 %
Department: 552 - PARK AND REC ACTIVITIES						
600 - CONTRACTUAL SERVICES	0.00	0.00	11,371.85	11,371.85	-11,371.85	0.00 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	0.00	11,371.85	11,371.85	-11,371.85	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
900 - CAPITAL OUTLAY	2,008,472.00	2,008,472.00	26,957.22	26,957.22	1,981,514.78	1.34 %
Department: 600 - CAPITAL PROJECTS Total:	2,020,472.00	2,020,472.00	26,957.22	26,957.22	1,993,514.78	1.33 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	10,500.00	10,500.00	53,500.00	16.41 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	50,000.00	50,000.00	170,000.00	22.73 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	284,000.00	284,000.00	60,500.00	60,500.00	223,500.00	21.30 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,968,237.00	1,968,237.00	389,325.50	389,325.50	1,578,911.50	19.78 %
Department: 800 - DEBT SERVICE Total:	1,968,237.00	1,968,237.00	389,325.50	389,325.50	1,578,911.50	19.78 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Expense Total:	24,726,862.00	24,712,342.00	2,368,249.63	2,368,249.63	22,344,092.37	9.58 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-14,520.00	0.00	-422,914.93	-422,914.93	-422,914.93	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
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	0.00	0.00	-35,000.00	0.00 %
Revenue Total:	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
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	0.00	35,000.00	0.00 %
Expense Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	320,000.00	320,000.00	0.00	0.00	-320,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Revenue Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	10,500.00	10,500.00	2,619.63	2,619.63	7,880.37	24.95 %
800 - DEBT SERVICE	366,500.00	366,500.00	99,428.18	99,428.18	267,071.82	27.13 %
900 - CAPITAL OUTLAY	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	454,000.00	454,000.00	102,047.81	102,047.81	351,952.19	22.48 %
Expense Total:	454,000.00	454,000.00	102,047.81	102,047.81	351,952.19	22.48 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-102,047.81	-102,047.81	-102,047.81	0.00 %

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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	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	30,200.00	30,200.00	2,625.00	2,625.00	-27,575.00	8.69 %
360 - CHARGES FOR SERVICES	482,358.00	482,358.00	57,498.52	57,498.52	-424,859.48	11.92 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	625,000.00	625,000.00	0.00	0.00	-625,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,208,509.00	1,208,509.00	60,123.52	60,123.52	-1,148,385.48	4.98 %
Revenue Total:	1,208,509.00	1,208,509.00	60,123.52	60,123.52	-1,148,385.48	4.98 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	185,650.00	185,650.00	16,159.31	16,159.31	169,490.69	8.70 %
500 - SUPPLIES	344,000.00	344,000.00	47,422.42	47,422.42	296,577.58	13.79 %
600 - CONTRACTUAL SERVICES	107,850.00	107,850.00	5,004.08	5,004.08	102,845.92	4.64 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	272.00	272.00	-272.00	0.00 %
900 - CAPITAL OUTLAY	571,009.00	571,009.00	0.00	0.00	571,009.00	0.00 %
Department: 505 - AIRPORT Total:	1,208,509.00	1,208,509.00	68,857.81	68,857.81	1,139,651.19	5.70 %
Expense Total:	1,208,509.00	1,208,509.00	68,857.81	68,857.81	1,139,651.19	5.70 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-8,734.29	-8,734.29	-8,734.29	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Department: 000 - UNDESIGNATED Total:	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Revenue Total:	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	26,112.00	26,112.00	0.00	0.00	26,112.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	84,486.00	84,486.00	10,328.00	10,328.00	74,158.00	12.22 %
Department: 515 - RESTRICTED PROJECTS Total:	110,598.00	110,598.00	10,328.00	10,328.00	100,270.00	9.34 %
Expense Total:	110,598.00	110,598.00	10,328.00	10,328.00	100,270.00	9.34 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-10,328.00	-10,328.00	-10,328.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,750,000.00	2,750,000.00	253,301.95	253,301.95	-2,496,698.05	9.21 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	335,000.00	335,000.00	0.00	0.00	-335,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,085,000.00	3,085,000.00	253,301.95	253,301.95	-2,831,698.05	8.21 %
Revenue Total:	3,085,000.00	3,085,000.00	253,301.95	253,301.95	-2,831,698.05	8.21 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,572,400.00	1,572,400.00	172,457.22	172,457.22	1,399,942.78	10.97 %
500 - SUPPLIES	155,000.00	155,000.00	20,359.17	20,359.17	134,640.83	13.13 %
600 - CONTRACTUAL SERVICES	792,450.00	792,450.00	74,689.98	74,689.98	717,760.02	9.43 %
800 - DEBT SERVICE	216,800.00	216,800.00	50,498.14	50,498.14	166,301.86	23.29 %
900 - CAPITAL OUTLAY	348,350.00	348,350.00	0.00	0.00	348,350.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,085,000.00	3,085,000.00	318,004.51	318,004.51	2,766,995.49	10.31 %
Expense Total:	3,085,000.00	3,085,000.00	318,004.51	318,004.51	2,766,995.49	10.31 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-64,702.56	-64,702.56	-64,702.56	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	36,643.85	36,643.85	-213,356.15	14.66 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	36,643.85	36,643.85	-213,356.15	14.66 %
Revenue Total:	250,000.00	250,000.00	36,643.85	36,643.85	-213,356.15	14.66 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	36,643.85	36,643.85	36,643.85	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Revenue Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	350.00	350.00	49,650.00	0.70 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	350.00	350.00	49,650.00	0.70 %
Expense Total:	50,000.00	50,000.00	350.00	350.00	49,650.00	0.70 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-350.00	-350.00	-350.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	216.64	216.64	-19,783.36	1.08 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,520,000.00	1,520,000.00	216.64	216.64	-1,519,783.36	0.01 %
Revenue Total:	1,520,000.00	1,520,000.00	216.64	216.64	-1,519,783.36	0.01 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	1,520,000.00	1,520,000.00	37,567.77	37,567.77	1,482,432.23	2.47 %
Department: 600 - CAPITAL PROJECTS Total:	1,520,000.00	1,520,000.00	37,567.77	37,567.77	1,482,432.23	2.47 %
Expense Total:	1,520,000.00	1,520,000.00	37,567.77	37,567.77	1,482,432.23	2.47 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-37,351.13	-37,351.13	-37,351.13	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Category...	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	20,000.00	20,000.00	291.40	291.40	-19,708.60	1.46 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,520,000.00	2,520,000.00	291.40	291.40	-2,519,708.60	0.01 %
Revenue Total:	2,520,000.00	2,520,000.00	291.40	291.40	-2,519,708.60	0.01 %
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	2,515,000.00	2,515,000.00	691.66	691.66	2,514,308.34	0.03 %
Department: 600 - CAPITAL PROJECTS Total:	2,520,000.00	2,520,000.00	691.66	691.66	2,519,308.34	0.03 %
Expense Total:	2,520,000.00	2,520,000.00	691.66	691.66	2,519,308.34	0.03 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-400.26	-400.26	-400.26	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,650,000.00	1,650,000.00	186,390.33	186,390.33	-1,463,609.67	11.30 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,300,000.00	2,300,000.00	186,390.33	186,390.33	-2,113,609.67	8.10 %
Revenue Total:	2,300,000.00	2,300,000.00	186,390.33	186,390.33	-2,113,609.67	8.10 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,347,452.00	1,347,452.00	0.00	0.00	1,347,452.00	0.00 %
900 - CAPITAL OUTLAY	777,548.00	777,548.00	0.00	0.00	777,548.00	0.00 %
950 - TRANSFERS	175,000.00	175,000.00	43,750.00	43,750.00	131,250.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	2,300,000.00	2,300,000.00	43,750.00	43,750.00	2,256,250.00	1.90 %
Expense Total:	2,300,000.00	2,300,000.00	43,750.00	43,750.00	2,256,250.00	1.90 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	142,640.33	142,640.33	142,640.33	0.00 %
Report Surplus (Deficit):	-14,520.00	0.00	-467,544.80	-467,544.80	-467,544.80	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-14,520.00	0.00	-422,914.93	-422,914.93	-422,914.93
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	-102,047.81	-102,047.81	-102,047.81
015 - AIRPORT FUND	0.00	0.00	-8,734.29	-8,734.29	-8,734.29
016 - RESTRICTED AIRPORT	0.00	0.00	-10,328.00	-10,328.00	-10,328.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-64,702.56	-64,702.56	-64,702.56
023 - LANDFILL ACCOUNT	0.00	0.00	36,643.85	36,643.85	36,643.85
107 - COMPUTER ASSESSMENTS	0.00	0.00	-350.00	-350.00	-350.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-37,351.13	-37,351.13	-37,351.13
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-400.26	-400.26	-400.26
375 - PARK AND REC TOURISM	0.00	0.00	142,640.33	142,640.33	142,640.33
Report Surplus (Deficit):	-14,520.00	0.00	-467,544.80	-467,544.80	-467,544.80



Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Report
As of October 31, 2020

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	\$ 39,745,000	\$ 3,479,332	\$ 3,479,332	(36,265,668)	8.75%
Other Revenue	1,752,000	48,660	48,660	(1,703,340)	2.78%
Total Revenue	\$ 41,497,000	\$ 3,527,992	\$ 3,527,992	(37,969,008)	8.50%
Expenses					
Purchased Power Expense	\$ 31,850,000	\$ 2,606,861	\$ 2,606,861	29,243,139	8.18%
Payroll Expenses	2,538,425	195,675	195,675	2,342,750	7.71%
Operating Expenses	1,023,500	105,400	105,400	918,100	10.30%
Maintenance Expense	1,305,500	101,635	101,635	1,203,865	7.79%
Capital Expense	5,026,000	351,484	351,484	4,674,516	6.99%
Debt Expense	1,123,463	85,600	85,600	1,037,863	7.62%
Tax Equivalency	1,365,000	113,750	113,750	1,251,250	8.33%
Total Expenses	\$ 44,231,888	\$ 3,560,405	\$ 3,560,405	40,671,483	8.05%
Total Revenue Over Expenses	\$ (2,734,888)	\$ (32,413)	\$ (32,413)	\$ 2,702,475	1.19%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Report
As of October 31, 2020

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 585,100	\$ 585,100	(6,914,900)	7.80%
Other Revenues	2,341,160	154,500	154,500	(2,186,660)	6.60%
Total Revenues	\$ 9,841,160	\$ 739,600	\$ 739,600	(9,101,560)	7.52%
<u>Expenses</u>					
Payroll Expense	\$ 2,076,095	\$ 153,458	\$ 153,458	1,922,637	7.39%
Operating Expense	1,367,500	128,653	128,653	1,238,847	9.41%
Maintenance Expense	2,030,000	165,156	165,156	1,864,844	8.14%
Capital Expense	2,845,000	205,985	205,985	2,639,015	7.24%
Debt Expense	1,496,888	85,645	85,645	1,411,243	5.72%
Total Expenses	\$ 9,815,483	\$ 738,897	\$ 738,897	9,076,586	7.53%
Total Revenues Over Expenses	\$ 25,677	\$ 703	\$ 703	\$ (24,974)	2.74%

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



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 7/17/2020
PAGE: 1 of 1**

SUBJECT: Request approval of agreement with SADA Systems, Inc. for use of the Google Maps Platform.

AMOUNT & SOURCE OF FUNDING: This is a no cost pilot project.

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: The IT Department will integrate the Google Maps Platform into our existing security camera software system to evaluate its usefulness.

SADA Systems, Inc. has agreed to all of the City Attorney's requests for changes to the agreement.

STAFF RECOMMENDATION: Staff recommends approval.

SADA Systems, Inc.

GOOGLE MAPS PLATFORM ORDER FORM

This Google Maps Platform Order Form (the “Order Form”) and the corresponding Google Maps Platform Customer Agreement (the “Agreement”) between SADA Systems, Inc. and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Order Form will have the meanings set forth in the Agreement.

Customer: City of Starkville, MS
Address: 110 West Main Street
Starkville, MS 39759

Contact	Main Contact	Accounts Payable	Tech Contact / Admin
Full Name	Scott Grice		Scott Grice
Title	Network and Systems Administrator		Network and Systems Administrator
Phone	662.418.7272		662.418.7272
Email	s.grice@cityofstarkville.org		s.grice@cityofstarkville.org

Under the terms of the Agreement, accessible at <https://sada.com/agreements/google-maps-platform-v5.pdf>, of which this Order Form is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Google SKU	Description	Annual Total
GMAPS-CORE-SERVICES	Google Maps Platform Services detailed at https://cloud.google.com/maps-platform/ Pricing is based on monthly tiers in Exhibit A	Monthly Invoice Based on Previous Month’s Total Google Maps Platform Usage
Sales Tax (not included)		Plus Applicable Sales Tax **
Amount Payable to SADA Upon Ordering Document Execution		\$0.00

** All sales taxes which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. If Customer wishes to assert an exemption, a sales tax exemption certificate shall be provided to SADA prior to the effective date of this Order Form.

 (Initials) (Customer must initial here if claiming tax exempt status)

Google Maps Platform Admin Account(s):
s.grice@cityofstarkville.org

Payment Terms:

Invoices are sent monthly. Payment is due within 30 days of receiving an invoice. Payment is accepted by check or ACH/EFT.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT)

Wells Fargo Bank
Swift Code: WFBIUS6
464 California St. San Francisco, CA 94104
Routing Number: 121042882
Bank Account Name: SADA Systems, Inc.
Bank Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting

Notices:

Any notices to Customer under the Agreement will be sent to Customer's Main Contact listed above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THE TERMS.

IN WITNESS WHEREOF, this Ordering Document and the Agreement have been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

City of Starkville, MS

Print name: _____
Print title: _____
Effective Date: _____

Print name: _____
Print title: _____
Date: _____

Exhibit A

Google Maps Platform Pricing Tiers

Maps							
	COST PER THOUSAND (CPM) (All prices in USD)						
Monthly volume range	1 to 100,000	100,000 to 500,000	500,000 to 1,000,000	1,000,000 to 5,000,000	5,000,000 to 10,000,000	10,000,000 to 20,000,000	20,000,000 and more
Mobile Native Static Maps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mobile Native Dynamic Maps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Embed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Embed Advanced	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Static Maps	\$2.00	\$1.60	\$1.20	\$0.60	\$0.15	\$0.05	\$0.02
Dynamic Maps	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Static Street View	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Dynamic Street View	\$14.00	\$11.20	\$8.40	\$4.20	\$1.05	\$0.32	\$0.11

Routes							
	COST PER THOUSAND (CPM) (All prices in USD)						
Monthly volume range	1 to 100,000	100,000 to 500,000	500,000 to 1,000,000	1,000,000 to 5,000,000	5,000,000 to 10,000,000	10,000,000 to 20,000,000	20,000,000 and more
Directions	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Directions Advanced	\$10.00	\$8.00	\$6.00	\$3.00	\$0.75	\$0.23	\$0.08
Distance Matrix*	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Distance Matrix Advanced*	\$10.00	\$8.00	\$6.00	\$3.00	\$0.75	\$0.23	\$0.08
Roads - Route Traveled	\$10.00	\$8.00	\$6.00	\$3.00	\$0.76	\$0.22	\$0.08
Roads - Nearest Road	\$10.00	\$8.00	\$6.00	\$3.00	\$0.76	\$0.22	\$0.08
Roads - Speed Limits**	\$20.00	\$16.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Places							
	COST PER THOUSAND (CPM) (All prices in USD)						

Monthly volume range	1 to 100,000	100,001 to 500,000	500,001 to 1,000,000	1,000,001 to 5,000,000	5,000,001 to 10,000,000	10,000,001 to 20,000,000	20,000,001 and more
Autocomplete - Per Request***	\$2.83	\$2.27	\$1.70	\$0.85	\$0.21	\$0.17	\$0.17
Autocomplete without Places Details - Per Session	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Autocomplete (included with Places Details) - Per Session***	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Query Autocomplete - Per Request****	\$2.83	\$2.27	\$1.70	\$0.85	\$0.21	\$0.17	\$0.17
Places Details - Basic	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Places Details - Contact Data	\$3.00	\$2.40	\$1.80	\$0.90	\$0.23	\$0.23	\$0.23
Places Details - Atmosphere Data	\$5.00	\$4.00	\$3.00	\$1.50	\$0.77	\$0.77	\$0.77
Places Photo	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Find Place - (Inc. PD Basic Data)	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Find Current Place - (Inc. PD Basic Data)	\$30.00	\$24.00	\$18.00	\$9.00	\$2.25	\$1.76	\$1.76
Places - Nearby Search - (Inc. PD Basic Data)	\$32.00	\$25.60	\$19.20	\$9.60	\$2.40	\$1.90	\$1.90
Places - Text Search - (Inc. PD Basic Data)	\$32.00	\$25.60	\$19.20	\$9.60	\$2.40	\$1.90	\$1.90
Geocoding	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Geolocation	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Time Zone	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Elevation	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04

* Per 1,000 elements, not per 1,000 requests

** Limited access

*** “Autocomplete - Per Request” and “Query Autocomplete - Per Request” refer to the names of the SKUs. The prices shown in Exhibit A are not charged per request. All prices shown in Exhibit A refer to the cost per 1,000 requests/elements.

**** This SKU will show up as \$0 on the bill, but you will be charged a Places Details API call and incur cost under that SKU

SADA Systems, Inc.

GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT

This **GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the Google Maps Ordering Document (the "Ordering Document") by electric or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated herein by reference.

IT IS RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. SERVICES AND TERMS OF SERVICE.

1.1 Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Google Inc. ("Google"), will provide Customer with access to the Google Map Platform services set forth in the Ordering Document (the "Services") and Account activation (any services associated with Account activation, including administrative Account setup, order management and placement, technical support services (as described in Section 4) and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.2) govern Customer's license and use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2 Google Terms of Service. The Services will be provided by Google, Inc. ("Google"). Customer's access to and use of all Google Maps Platform Services is governed by and subject to those terms of service set forth at <https://cloud.google.com/maps-platform/terms/> (or such other URL as Google makes available from time to time) (the "Google TOS"); provided that Section 2 (Payment Terms) of the Google TOS and Section 11.5.1(b) of the Google TOS does not apply to Customer, as this Agreement governs Customer's Service-related payment terms. Customer must comply with the Google TOS and Customer is responsible for periodically reviewing the Google TOS to ensure compliance with any updates. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for the performance of the Services, other than as set forth in this Agreement.

1.3 Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google TOS, as applicable.

1.4 Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services; provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

2. FEES AND PAYMENTS

2.1 Fees and Payment. Customer's use of the Services is subject to payment of the Fees set forth in the Ordering Document. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable. At the end of the applicable Fee Accrual Period, SADA will issue an invoice to Customer for all charges above the Fee Threshold based on (A) Customer's use of the Services during the previous Fee Accrual Period; (B) any Committed Purchases selected; and (C) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account. Fees are due 30 days from the invoice date and Customer's obligation to pay all Fees is non-cancelable. Google's measurement of Customer's use of the Services is final and non-negotiable.

Customer understands and acknowledges that Google has reserved the right to update and amend its global Google Maps Platform pricing. In the event that Google does increase the pricing of the global Google Maps Platform, Customer shall be fully responsible for the costs associated with such price increase, as incurred by SADA in its delivery of the Services and as specified in any relevant invoice(s) duly issued by SADA.

2.2 Support Charges. Any support to be provided by SADA under this Agreement will be performed on business days between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. In the event that any support services are requested by Customer outside these hours for "P1" support issues related to (a) a defect or outage causing the software or product to be unusable, and/or (b) the unavailability of a major function, for which SADA is unable to determine an acceptable bypass/workaround, SADA shall also render such support services to Customer at no additional cost.

2.3 Taxes. Customer is responsible for any Taxes, and Customer will pay SADA for the Services without any reduction for Taxes. If SADA is obliged to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides SADA with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will provide SADA with an official tax receipt or other appropriate documentation to support such withholding, but will pay SADA the full Fee specified in the Ordering Document.

2.4 Invoice Disputes and Refunds. Any invoice disputes must be submitted to SADA before the payment due date. If the parties agree that there are billing inaccuracies, SADA will issue Customer a credit specifying the incorrect amount in the affected invoice, which credit will be applicable against future invoices; provided that if the disputed invoice has not yet been paid, SADA will apply the credit amount to the disputed invoice and Customer will pay the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 60 days after charged. Refunds (if any) are at the discretion of Google and will only be in the form of a credit for the Services.

2.5 Late Payments; Suspension. SADA may charge interest on any overdue amounts under this Agreement at the lower of 1.5% per month or the highest rate permitted by law, from the due date until the actual payment date. If Customer is late on any undisputed payment for the Services, SADA may suspend the Services or terminate this Agreement for breach.

3. TERM AND TERMINATION

3.1 Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated under this Section.

3.2 Termination for Breach. Either party may terminate this Agreement if the other party: (A) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; (B) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. This Agreement will also terminate if the Google TOS is terminated by Customer or Google in accordance with its terms.

3.3 Termination for Inactivity. SADA reserves the right to terminate provision of the Services to a Project on 30 days advance notice if, for more than 180 days, such Project (A) has not made any requests to the Services from any Customer Applications; or (B) such Project has not incurred any Fees for such Services.

3.4 Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments expressly made by this Agreement, Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services.

3.5 Effects of Termination. If this Agreement is terminated, then (A) the rights granted by one party to the other will immediately cease; (B) all Fees owed by Customer to SADA are immediately due upon receipt of the final invoice; and (C) Customer will delete the Software and any content from the Services by the termination effective date.

4. SUPPORT AND SERVICE LEVEL REMEDIES

4.1 Technical Support Services by SADA. If Customer desires SADA's assistance in raising support issues with Google on its behalf, Customer agrees either to: (A) provide SADA with access to its Google support panel, or (B) authorize SADA to submit Customer support issues to Google in a support case initiated by Customer (such authorization will be deemed to have been given upon a request by Customer).

4.2 Customer Support by Google. Google will only provide Technical Support Services to Customer in accordance with the Technical Support Services Guidelines.

4.3 Service Level Remedies. The SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLA. If Google fails to comply with the SLA, Customer will only be eligible to receive those remedies set out under the Google TOS and Customer will request such remedy directly from SADA. If Google does not maintain product availability as specified within the applicable SLA, Customer will only be eligible to receive those remedies specified under the Google TOS and must request such remedies directly from SADA. After verifying the applicability of any such remedy, SADA will provide the applicable SLA remedy in accordance with the applicable SLA.

5. Intentionally Omitted.

6. PROCESSING OF PERSONAL DATA

6.1 Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined in below in [Section 6.4](#)) applies to SADA's processing of any personal data on behalf of Customer, SADA will, with respect to all personal data that it processes on Customer's behalf:

- (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;

- (B) not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;
- (E) not, by any act or omission, place Customer in breach of any Non-European Data Protection Legislation (as defined below in Section 6.4);
- (F) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;
- (G) ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.1.

6.2 If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

- (A) only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);
- (B) not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;
- (E) not, by any act or omission, place Customer in breach of the European Data Protection Legislation;
- (F) inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;
- (G) obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.2;

- (H) taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;
- (I) assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;
- (J) at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;
- (K) make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and
- (L) not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

6.3 Customer as Controller. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article 6.

6.4 For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (1) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (2) the Federal Data Protection Act of 10 June 1992 (Switzerland); (3) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (4) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "personal data", "processor", and "controller" as used in this Article have the meanings given such terms in the European Data Protection Legislation.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE GOOGLE TOS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SADA: (A) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES; AND (B) WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY. INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT THE CUSTOMER APPLICATION IS SAFE AND SUITABLE FOR USE WITH GOOGLE MAPS.

8. INDEMNIFICATION. The Google TOS includes certain indemnification obligations of Google to Customer.

9. GENERAL PROVISIONS

9.1 Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party at the physical and/or electronic address for notification purposes set forth in the Ordering Document. SADA and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

9.2 Governing Law; Jurisdiction.

9.3 Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in its entirety, but not in parts, in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (i) the assignee has agreed in writing to be bound by the terms of this Agreement; (ii) Customer remains liable for obligations under this Agreement if the assignee defaults on them; and (iii) Customer has notified SADA of the assignment. Any other attempt to assign is void.

9.4 Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries of this Agreement.

9.5 No Agency. SADA and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

9.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

9.7 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

9.8 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

9.9 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

9.10 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

9.11 Entire Agreement; Amendment. This Agreement and the Ordering Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or

contemporaneous agreements on that subject. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced

9.12 Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

ATTACHMENT A

Addendum to Contract With The City of Starkville, Mississippi

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

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
3. The City does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
4. The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, *et seq.*
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
5. The City does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI
6. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100

City of Jackson v. Wallace, 196 So. 223 (1940)
Miss. AG Op., Nowak (Nov. 18, 2005)

7. The City does not limit the liability of another party to the amount of the contract or to any other set amount.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Hathorn (May 28, 1992)

8. The City does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law or statutory warranties to which it is entitled.

Miss. Const. Art. 4, § 100
Miss. Code Ann. § 75-2-719
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss AG Op., Long (Feb. 27, 2009)

9. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

10. Provisions that limit the time for the City to pursue legal actions are deleted and void.

Miss. Const. Art 4, § 104
Miss. Const. Art. 4 § 100
Miss. Code Ann. § 15-1-5
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Thomas (Dec. 2, 2003)

11. The City does not agree to submit to binding arbitration.

Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

12. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.

Miss. Code Ann. § 31-7-305.
Miss. AG Op., Meadows (August 18, 2008)
Miss. AG Op., Pearson (November 22, 1993)

13. The City does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential or special.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)

Miss. AG Op., Hathorn (May 28, 1992)
Miss. AG Op., Thomas (Dec. 2, 2003)

14. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.
Miss. Const. Art. 7, § 183
Miss. Const. Art. , § 258
Miss. AG Op., Oldmixon (April 24, 1991)
Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)
15. The City does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.
Miss. AG Op., Chamberlin (Oct. 18, 2002)
16. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein, supersedes any applicable contractual non-disclosure or confidentiality obligations of the City.
Miss. Code Ann. § 25-61-1, et. seq.
17. Any Contractor/Seller of the City shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

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

Signature

By: Name

Its: Title



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 17 NOV, 2020
PAGE: 1 of

SUBJECT: Request to award Cornerstone Park Field Installation to Sports Contractors Unlimited LLC

AMOUNT & SOURCE OF FUNDING:

Total amount being requested is \$2,685,960 coming from the Capital Improvement Bond.

FISCAL NOTE: Design Team has is recommending that the Cornerstone Park Field Installation is awarded to Sports Contractors Unlimited LLC in the amount of \$2,685,960 as the lowest bid. This award includes the base bid field installation with synthetic turf infields and natural grass outfields. This award also includes alternate 1 (cooling system for synthetic turf) and alternate 4 (substitution of latitude grass in the outfield). Alternate 2 would also be included which provides the city with a \$4,100 price per logo for the synthetic fields. The budget for this phase of work was \$3,200,000.

AUTHORIZATION HISTORY: Cornerstone Project

REQUESTING
DEPARTMENT: Parks and Recreation

DIRECTOR'S
AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Move to award Cornerstone Park Field Installation to Sports Contractors Unlimited LLC.

Ocotber 22, 2020
10:00 AM Bid Opening

City of Starkville
Cornerstone Park Field Installation

Company	COR	Addendum	Days	Bid Bond	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6
Sports Contractors Unlimited	20922-SC	Yes	250	Yes	\$ 2,532,860.00	\$ 74,500.00	\$ 4,100.00		\$ 78,600.00	\$ (128,300.00)	\$ (117,900.00)
Sports Field, Inc	Not Provided	Yes	150	Yes	\$ 2,575,363.00	\$ 84,058.00	\$ 4,400.00		\$ 60,648.00	\$ (132,262.00)	\$ (94,061.00)
Stewart Environmental	12080-SC	Yes	270	Yes	\$ 2,762,985.00	\$ 69,221.50	\$ 3,000.00		\$ 60,648.00	\$ (39,296.00)	\$ (25,932.00)
Astro Turf	23130 - SC	Yes	250	Yes	\$ 3,051,560.00	\$ 22,860.00	\$ 2,890.00		\$ 58,097.00	\$ (139,230.00)	\$ (126,801.00)
Burns Dirt Construction	06975-SC	Yes	245	Yes	\$ 3,132,910.00	\$ 63,293.00	\$ 6,276.18		\$ 56,461.00	\$ (135,000.00)	\$ (100,000.00)
ACT Global											
CR Construction											
Evergreen Landscaping											
GeoSurfaces											
Grassland											
Shaw Sports Turf											
SprinTurf											
Sur-Line Turf											

Cooling Technology

Per Logo Pricing

Deleted

Latitude

<Less> sprig
Bermuda

<Less> sprig
Latitude

Base Bid + Alternate 1 + Alternrate 4

Sports Contractors Unlimited:	\$ 2,685,960.00
Sports Field, Inc	\$ 2,720,069.00
Stewart Environmental	\$ 2,892,854.50
Astro Turf	\$ 3,132,517.00
Burns Dirt Construction	\$ 3,252,664.00

CONTRACT FORMS

CORNERSTONE SPORTS PARK CITY OF STARKVILLE

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CONTRACT

CORNERSTONE SPORTS PARK CITY OF STARKVILLE

This Contract, made this the 17th day of November, 2020 by and between City of Starkville, Mississippi, hereinafter called "Owner" and Sports Contractors Unlimited, doing business as an LLC, located in Purvis, MS hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Cornerstone Sports Park in accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will complete the work required by the Contract Documents within a maximum **250 calendar days**, unless the period for completion is extended otherwise by the Contract Documents. **The Contractor agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00)** for each calendar day that he/she shall be in default in attaining Completion of Work within the time stipulated.

Special Damages- In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

3. The term "CONTRACT DOCUMENTS" means and includes Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The Contractor agrees to furnish all equipment and labor in place and to faithfully complete all necessary work required by the CITY OF STARKVILLE, in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Mississippi, for which the Owner hereby agrees to pay and the Contractor agrees to accept the unit pricing shown in the proposal complete in place, recorded by the Owner or his representative therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; as needed by the owner for full compensation for furnishing all equipment and labor, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damages, loss, claims, judgments or expenses, including but not limited to

reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work; including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of Two million six hundred eighty-five, nine hundred sixty thousand Dollars and zero Cents (\$2,685,960)
7. Attached hereto and made a part of this Contract is a Payment Bond executed by a Surety Company doing business in the State of Mississippi, in the sum of Two million six hundred eighty-five, nine hundred sixty thousand Dollars and zero Cents (\$2,685,960)
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five (5) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

ATTEST: _____

(Seal)

Contractor _____

BY: _____

ATTEST: _____

(Seal)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The full name and address of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts, or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners, composing a firm, naming it; and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal of surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____,
(\$ _____) lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated ____ day of _____, 2020 a copy of which is hereto attached and
made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred
under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay
and expense which the OWNER may incur in making good any default, then this obligation shall be void;
otherwise to remain in full force and effect.

NOW THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same any lawfully be due the
State of Mississippi, or any county, municipality, board, department, commission, or political subdivision
thereof, by reason of and directly connected with the performance of said Contract or any part thereof as
provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or
other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2020.

ATTEST:

_____ Principal Secretary (SEAL)	_____ Principal BY _____ _____ (Address)
_____ Witness as to Principal _____ (Address)	_____ Surety BY _____ Attorney-in-Fact _____ (Address)
_____ Witness as to Surety _____ (Address)	

NOTE: Date of BOND must not be prior to date of CONTRACT
 If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's
 most current list (Circular 570 as amended) and be authorized to transact
 business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER in the penal sum of _____,
(\$_____) lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated ____ day of _____, 2020, a copy of which is hereto attached
and made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution
of the WORK provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such WORK, and all
insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract of to the WORK of to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2020.

ATTEST:

_____ Principal Secretary	_____ Principal
(SEAL)	BY _____
	_____ (Address)
_____ Witness as to Principal	
_____ (Address)	
	_____ Surety
ATTEST:	BY _____
	_____ Attorney-in-Fact
_____ Witness as to Surety	_____ (Address)
_____ (Address)	

NOTE: Date of BOND must not be prior to date of CONTRACT
 If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's
 most current list (Circular 570 as amended) and be authorized to transact
 business in the State where the PROJECT is located.

I, _____, Attorney for CITY OF STARKVILLE, MISSISSIPPI, do hereby certify that I have examined this agreement, the bonds and evidence of insurance offered by the Contractor and find them to be properly executed, adequate and sufficient.

(Date)

(INTENTIONALLY LEFT BLANK)

GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change, the Bidding Documents or the Contract Documents.
2. Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. Application for Payment: The form accepted by DESIGN TEAM which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder: Any person, firm or corporation submitting a Bid for the Work.
6. Bidding Documents: Notice to bidders or advertisement, if any, instructions to bidders, other bidding information and requirements, bidding forms and attachments, contract and bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
7. Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.
8. Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
9. Contract Documents: The Agreement, Addenda, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the Instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.
10. Contract Price: The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.
11. Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

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12. **CONTRACTOR:** The person, firm or corporation with whom OWNER has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
 13. **Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.
 14. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to DESIGN TEAM'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with Paragraph 14.5).
 15. **Drawings:** The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by DESIGN TEAM and are referred to in the Contract Documents.
 16. **Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 17. **DESIGN TEAM:** The person, firm or corporation named as such in the Agreement.
 18. **Field Order:** A written order issued by DESIGN TEAM which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.
 19. **General Requirements:** Sections of the Technical Specifications.
 20. **Modifications:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the Effective Date of the Agreement.
 21. **Notice of Award:** The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
 22. **Notice to Proceed:** A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
 23. **OWNER:** The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

-
24. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
 25. Project manual: The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.
 26. Resident Project Representative: The authorized representative of DESIGN TEAM whom is assigned to the site or any part thereof.
 27. Samples: Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.
 28. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
 29. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 30. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
 31. Substantial Completion: The Work for a specified part thereof has progressed to the point where, in the opinion of DESIGN TEAM as evidenced by DESIGN TEAM'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work for a specified part can be utilized for the purposes for which it was intended: or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to substantial completion thereof.
 32. Supplementary Conditions: Modifications and additions to the General Conditions.
 33. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of

performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

- 34. Work Order: A written order issued by the DESIGN TEAM which authorizes the Contractor to perform certain work in accordance with the Contract Documents.
- 35. Order of Precedence: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the DESIGN TEAM in writing requesting his interpretation and the DESIGN TEAM will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance Certificates:

- A. When CONTRACTOR executes agreement with OWNER, CONTRACTOR shall deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5.
- B. When CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER, with a copy to DESIGN TEAM, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and sustain in accordance with Article 5, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with Article 5.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR up to five (5) copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreements or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceeds but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

2.4 Starting the Project: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to DESIGN TEAM any conflict, error or discrepancy which he may discover and shall obtain a written interpretation or clarification from DESIGN TEAM before proceeding with any Work affected thereby however, CONTRACTOR shall not be liable to OWNER or DESIGN TEAM for the failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- B. Within five (5) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) CONTRACTOR shall submit to DESIGN TEAM for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

- A. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a modification.
- B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to DESIGN TEAM in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or DESIGN TEAM for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to OWNER.
- D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.

E. When words in the Specifications or on the Drawings, which have a well known technical or trade meaning, are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or DESIGN TEAM, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by DESIGN TEAM as provided for in Paragraph 9.3.

F. The Contract Documents will be governed by the law of the place of the Project.

3.2 Re-use of Documents: Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of DESIGN TEAM and they shall not reuse any of them on extensions of the Prospect or any other project without written consent of OWNER and DESIGN TEAM and specific written verification or adaptation by DESIGN TEAM.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands: OWNER shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions-Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by DESIGN TEAM in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.

4.3 Unforeseen Physical Conditions: CONTRACTOR shall promptly notify OWNER and DESIGN TEAM in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. DESIGN TEAM will promptly review those conditions and advise OWNER in writing if further investigations or tests

are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to DESIGN TEAM and CONTRACTOR. If DESIGN TEAM finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

- 4.4 Reference Points: OWNER shall provide DESIGN TEAMing surveys for construction to establish reference points which in OWNER'S judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to DESIGN TEAM whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

- A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:
1. Are licensed to conduct business in the state where the Project is located, and
 2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- B. If the surety of any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminating any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

5.2 Contractor's Liability Insurance:

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance of the Work is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

-
1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees:
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees:
 4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason.
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
 7. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include OWNER and DESIGN TEAM and their agents and employees as additional insureds. CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and shall furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.
- 5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to CONTRACTOR'S obligations under Paragraph 6.15.
- 5.4 Owner's Liability Insurance: OWNER shall be responsible for purchasing and maintaining OWNER'S own liability insurance and, at OWNER'S option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.
- 5.5 Property Insurance:
- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the DESIGN TEAM, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include tail risks insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of DESIGN TEAMS, architects, attorneys and other professionals) and shall provide that all insurance proceeds are to be paid to OWNER

"as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.

- B. (This section left intentionally blank).
- C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the OWNER nor the CONTRACTOR, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the OWNER and CONTRACTOR that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights: To the extent permitted by law, OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against DESIGN TEAM and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5., or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER or CONTRACTOR, as appropriate, shall require similar waivers in writing by DESIGN TEAM and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

- A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. OWNER shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization - Property Insurance: If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

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- 5.9 Certificates of Insurance: All certificates of the insurance required to be purchased by CONTRACTOR pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to OWNER and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and DESIGN TEAM by certified mail.
- 5.10 Additional Bonds and Insurance: OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by CONTRACTOR. If subsequent thereto, they shall be paid by OWNER except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- A. CONTRACTOR will supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and DESIGN TEAM except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.2 Labor, Materials and Equipment:

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to DESIGN TEAM.
- B. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

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- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by DESIGN TEAM, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
 - D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on DESIGN TEAM responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by DESIGN TEAM if sufficient information is submitted by CONTRACTOR to allow DESIGN TEAM to determine that the material or equipment proposed is equivalent to that named. The procedure for review by DESIGN TEAM will be as set forth in Paragraphs 6.3.A and 6.3.B below and as supplemented in the General Requirements.

- A. Requests for review of substitute items of material and equipment will not be accepted by DESIGN TEAM from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to DESIGN TEAM for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. DESIGN TEAM may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute. DESIGN TEAM will be allowed a reasonable time within which to evaluate the proposed substitute. DESIGN TEAM will be sole judge of acceptability and no substitute will be ordered or installed without DESIGN TEAM'S prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- B. DESIGN TEAM will record time required by DESIGN TEAM and DESIGN TEAM'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby, whether or not DESIGN TEAM

accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of DESIGN TEAM and DESIGN TEAM'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

- A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or DESIGN TEAM may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and DESIGN TEAM by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or DESIGN TEAM prior to the Notice of Award will be deemed acceptable to OWNER and DESIGN TEAM. If OWNER or DESIGN TEAM after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER or DESIGN TEAM shall not constitute a waiver of any right of OWNER or DESIGN TEAM to reject defective work.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER or DESIGN TEAM and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or DESIGN TEAM to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or DESIGN TEAM may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done.
- C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and the DESIGN TEAM and contains waiver provisions as required by Paragraph 5.6. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties: CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any

invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or DESIGN TEAM its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and DESIGN TEAM and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

- 6.6 Permits: Unless otherwise indicated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.
- 6.7 Laws and Regulations: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give DESIGN TEAM prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to DESIGN TEAM, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.
- 6.9 Use of Premises:
- A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
 - B. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

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- C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 6.10 Record Documents: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to DESIGN TEAM for examination and shall be delivered to DESIGN TEAM for Owner upon completion of the Work.
- 6.11 Safety and Protection:
- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the work site and other persons who may be affected thereby;
 2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.
- B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may effect them. CONTRACTOR shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or DESIGN TEAM or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and DESIGN TEAM has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
- C. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.
- 6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without Special instruction or authorization from DESIGN TEAM or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give DESIGN TEAM prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby
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6.13 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, CONTRACTOR shall Submit to DESIGN TEAM for review and approval, in accordance with the accepted schedule of Shop Drawing submissions (See Paragraph 2.6) and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as DESIGN TEAM may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable DESIGN TEAM to review the information as required.
- B. CONTRACTOR shall also submit to DESIGN TEAM for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call DESIGN TEAM'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. DESIGN TEAM will review and approve with reasonable promptness Shop Drawings and Samples, but DESIGN TEAM'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by DESIGN TEAM and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DESIGN TEAM on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to OWNER and DESIGN TEAM that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by DESIGN TEAM.
- F. DESIGN TEAM'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called DESIGN TEAM'S attention to such deviation at the time of submission and DESIGN TEAM has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by DESIGN TEAM relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

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- 6.14 Continuing The Work: CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.
- 6.15 Indemnification:
- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and DESIGN TEAM and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by either
 1. any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or
 2. arises out of operation of law as a consequence of any act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.
 - B. In any and all claims against OWNER or DESIGN TEAM or any of their agents, employees or consultants by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
 - C. The obligations of CONTRACTOR under Paragraph 6.15.A shall not extend to the liability of DESIGN TEAM, his agents, employees or consultants arising out of the DESIGN TEAM'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7 - WORK BY OTHERS

- 7.1 OWNER may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and

promptly report to DESIGN TEAM in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

- 7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of DESIGN TEAM and the others whose work will be affected.
- 7.4 If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 provided that the CONTRACTOR will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 OWNER shall issue all communications to CONTRACTOR through DESIGN TEAM.
- 8.2 In case of termination of the employment of DESIGN TEAM, OWNER shall appoint an DESIGN TEAM whose status under the Contract Documents shall be that of the former DESIGN TEAM.
- 8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.
- 8.4 OWNER'S duties in respect of providing lands and easements and providing DESIGN TEAMing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by DESIGN TEAM in preparing the Drawings and Specifications.
- 8.5 OWNER'S responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.
- 8.6 In connection with OWNER'S rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) is obligated to execute Change Orders.
- 8.7 OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.3.

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- 8.8 In connection with OWNER'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with OWNER'S right to terminate services of CONTRACTOR under some circumstances.

ARTICLE 9 - DESIGN TEAM'S STATUS DURING CONSTRUCTION

- 9.1 Owner's Representative: DESIGN TEAM will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of DESIGN TEAM as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and DESIGN TEAM.
- 9.2 Visits to Site: DESIGN TEAM will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. DESIGN TEAM shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, DESIGN TEAM will inform OWNER of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.
- 9.3 Clarifications and Interpretations: DESIGN TEAM will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as DESIGN TEAM may determine necessary, which shall be consistent with or reasonably inferable from the overall Intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in articles 11 and 12.
- 9.4 Rejecting Defective Work: DESIGN TEAM will have authority to disapprove or reject Work which DESIGN TEAM believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.
- 9.5 Project Representation: If OWNER and DESIGN TEAM agree, DESIGN TEAM will designate a Resident Project Representative to assist DESIGN TEAM in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent him at the site who is not DESIGN TEAM'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.
- 9.6 Decisions on Disagreements:
- A. DESIGN TEAM will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to DESIGN TEAM in writing with a request for a formal decision in accordance with this Paragraph, which DESIGN TEAM will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to DESIGN TEAM and the other party to the Agreement within fifteen days of the occurrence

of the event giving rise thereto and written supporting data will be submitted to DESIGN TEAM and the other party within forty-five days of such occurrence unless DESIGN TEAM allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, DESIGN TEAM will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- B. The rendering of a decision by DESIGN TEAM pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.7 Limitations on DESIGN TEAM's Responsibilities:

- A. Neither DESIGN TEAM'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by DESIGN TEAM in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of DESIGN TEAM to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of DESIGN TEAM as to the Work, it is intended, that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that DESIGN TEAM shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.7.C and 9.7.D.
- C. DESIGN TEAM will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and DESIGN TEAM will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.
- D. DESIGN TEAM will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract

Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.

- 10.2 DESIGN TEAM may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order Justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraphs 10.2, 13.4.B, and except in the case of an emergency as provided in Paragraph 6.12.
- 10.4 OWNER shall execute appropriate written Change Orders prepared by DESIGN TEAM covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by DESIGN TEAM.
- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a written Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and DESIGN TEAM within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless DESIGN TEAM allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by DESIGN TEAM if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - B. By mutual acceptance of a lump sum.
 - C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

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- D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, CONTRACTOR will submit in form acceptable to DESIGN TEAM, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.
1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
 3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of DESIGN TEAM, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
 4. Costs of special consultants (including, but not limited to, DESIGN TEAMs, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the work.

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- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of DESIGN TEAM, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - e. Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 11.5.
 - g. The cost of utilities, fuel and sanitary facilities at the site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
 - i. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:

- 1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, DESIGN TEAMS, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.
- 2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

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4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
 5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee:

- A. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and for profit.
 - b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
 - c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, 11.4.A.5 and 11.4.B.
- B. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 Cash Allowances: It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to DESIGN TEAM. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and DESIGN TEAM within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless DESIGN TEAM allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER if DESIGN TEAM and CONTRACTOR cannot

otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above enumerated causes.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that CONTRACTOR shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of OWNER.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 13.1 Warranty and Guarantee: CONTRACTOR warrants and guarantees to OWNER and DESIGN TEAM that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.
- 13.2 Access to Work: DESIGN TEAM and DESIGN TEAM'S representatives, other representatives of OWNER, testing agencies and governmental agencies with Jurisdictional Interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.
- 13.3 Tests and Inspections:
- A. CONTRACTOR shall give DESIGN TEAM timely notice of readiness of the Work for all required inspections, tests or approvals.
 - B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish DESIGN TEAM the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with OWNER'S or DESIGN TEAM'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other

inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

- C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to OWNER (or by DESIGN TEAM if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of DESIGN TEAM, it must, if requested by DESIGN TEAM, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given DESIGN TEAM timely notice of CONTRACTOR'S intention to cover such Work and DESIGN TEAM has not acted with reasonable promptness in response to such notice.
- E. Neither observations by DESIGN TEAM nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

- A. If any Work is covered contrary to the written request of DESIGN TEAM, it must, if requested by DESIGN TEAM, be uncovered for DESIGN TEAM'S observation and replaced at CONTRACTOR'S expense.
- B. If DESIGN TEAM considers it necessary or advisable that covered Work be observed by DESIGN TEAM or inspected or tested by others, CONTRACTOR, at DESIGN TEAM'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as DESIGN TEAM may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled Workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 Correction or Removal of Defective Work: If required by DESIGN TEAM, CONTRACTOR shall promptly, without cost to OWNER and as specified by DESIGN TEAM, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by DESIGN TEAM, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any

Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

13.8 Acceptance of Defective Work:

- A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to DESIGN TEAM'S recommendation of final payment, also DESIGN TEAM) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to DESIGN TEAM'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.
- B. OWNER may require CONTRACTOR to furnish, at CONTRACTOR'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work: If CONTRACTOR fails within a reasonable time after written notice of DESIGN TEAM to proceed to correct and to correct defective work or to remove and replace rejected Work as required by DESIGN TEAM in accordance with Paragraph 13.6, or if CONTRACTOR fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this Paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, owner may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this Paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by DESIGN TEAM, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by OWNER of OWNER'S rights hereunder

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.1 Schedules: At least twenty days prior to submitting the first application for a progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements) submit to DESIGN TEAM a progress schedule, final schedule of Shop Drawings submission and where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to DESIGN TEAM. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by DESIGN TEAM, it shall be incorporated into a form of Application for Payment acceptable to DESIGN TEAM.
- 14.2 Application for Progress Payment: At least ten days before each application for a progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to DESIGN TEAM for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as DESIGN TEAM may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- 14.3 Contractor's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").
- 14.4 Review of Applications for Progress Payments:
- A. DESIGN TEAM will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing DESIGN TEAM'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within thirty days of presentation to him of the Application for Payment with DESIGN TEAM's recommendation, pay CONTRACTOR the amount recommended.
 - B. DESIGN TEAM'S recommendation of any payment requested in an Application for Payment will constitute a representation by DESIGN TEAM to OWNER, based on DESIGN TEAM'S on-site observations of the Work in progress as an experienced and qualified design professional and on DESIGN TEAM'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of DESIGN TEAM'S knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called

for in the Contract Documents and any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment DESIGN TEAM will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

- C. DESIGN TEAM'S recommendation of final payment will constitute an additional representation by DESIGN TEAM to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- D. DESIGN TEAM may refuse to recommend the whole or any part of any payment if, in DESIGN TEAM'S opinion, it would be incorrect to make such representations to OWNER. DESIGN TEAM may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in DESIGN TEAM'S opinion to protect OWNER from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - 2. Written claims have been made against OWNER or Liens have been filed in connection with the Work,
 - 3. The Contract Price has been reduced because of Modifications,
 - 4. OWNER has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
 - 5. Of CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
 - 6. Of CONTRACTOR'S failure to make payment to Subcontractors for labor, materials or equipment.

14.5 Substantial Completion:

- A. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and DESIGN TEAM, certify that the entire Work is substantially complete and request that DESIGN TEAM issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and DESIGN TEAM shall make an inspection of the Work to determine the status of completion. If DESIGN TEAM does not consider the Work substantially complete, DESIGN TEAM will notify CONTRACTOR in writing giving his reasons therefor. If DESIGN TEAM considers the Work substantially complete, DESIGN TEAM will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which OWNER may make written objection to DESIGN TEAM as to any provisions of the certificate or attached list. If, after considering such objections,

DESIGN TEAM concludes that the Work is not substantially complete, DESIGN TEAM will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefor. If, after consideration of OWNER'S objections, DESIGN TEAM considers the Work substantially complete, DESIGN TEAM will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as DESIGN TEAM believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion DESIGN TEAM will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform DESIGN TEAM prior to his issuing the definitive certificate of Substantial Completion DESIGN TEAM'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- B. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items in the tentative list.

14.6 Partial Utilization: Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

- A. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and DESIGN TEAM that said part of the Work is substantially complete and request DESIGN TEAM to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter OWNER, CONTRACTOR and DESIGN TEAM shall make an inspection of that part of the Work to determine its status of completion. If DESIGN TEAM does not consider that part of the Work to be substantially complete, DESIGN TEAM will notify OWNER and CONTRACTOR in writing giving his reason therefor. If DESIGN TEAM considers that part of the Work to be substantially complete, DESIGN TEAM will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, DESIGN TEAM will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed DESIGN TEAM. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which DESIGN TEAM has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

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- B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.
- C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.
- 14.7 Final Inspection: Upon written notice from CONTRACTOR that the Work is complete, DESIGN TEAM will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.
- 14.8 Final Application for Payment: After CONTRACTOR has completed all such corrections to the satisfaction of DESIGN TEAM and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents--all as required by the Contract Documents, and after DESIGN TEAM has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as DESIGN TEAM may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full as an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.
- 14.9 Final Payment and Acceptance:
- A. If, on the basis of DESIGN TEAM'S observation of the Work during construction and final inspection and DESIGN TEAM'S review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, DESIGN TEAM is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, DESIGN TEAM will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to OWNER for payment. Thereupon DESIGN TEAM will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, DESIGN TEAM will return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form

and substance, OWNER shall, within thirty days after receipt thereof, pay CONTRACTOR the amount recommended by DESIGN TEAM.

- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if DESIGN TEAM so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of DESIGN TEAM, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to DESIGN TEAM with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 Contractor's Continuing Obligation: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by DESIGN TEAM, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by DESIGN TEAM pursuant to Paragraph 14.9, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

- A. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein: however it shall not constitute a waiver by the OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and
- B. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and DESIGN TEAM which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

- A. Upon the occurrence of any one or more of the following events:

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1. If CONTRACTOR is adjudged as bankrupt or insolvent,
 2. If CONTRACTOR makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property,
 4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If CONTRACTOR repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
 6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If CONTRACTOR disregards the authority of DESIGN TEAM, or
 9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by DESIGN TEAM and incorporated in a Change Order, but in finishing the work OWNER shall not be required to obtain the lowest figure for the Work performed.

- B. Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- C. Upon seven days' written notice to CONTRACTOR and DESIGN TEAM, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

- 15.3 Contractor May Stop Work or Terminate: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or DESIGN TEAM fails to acts on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and DESIGN TEAM, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement,

if DESIGN TEAM has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and DESIGN TEAM stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

- 16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.
- 16.2 In the case of any dispute that is required to be referred to DESIGN TEAM initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which DESIGN TEAM has rendered a decision, or (b) the tenth day after the parties have presented their evidence to DESIGN TEAM; and no proceeding with respect to such dispute shall be made later than thirty days after the date on which DESIGN TEAM has rendered a written decision in respect thereof.

ARTICLE 17 - MISCELLANEOUS

- 17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.
- 17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.
- 17.3 General:
- A. Should OWNER suffer injury or damage to his person or property because of any error, omission or act of the CONTRACTOR or of any of the CONTRACTOR'S employees or agents or others for whose acts the CONTRACTOR is legally liable, claim shall be made in writing to the CONTRACTOR within a reasonable time of the first observance of such injury or damage.
 - B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to OWNER and DESIGN TEAM thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise

imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

- 17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

(INTENTIONALLY LEFT BLANK)

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.1 under item number 29 of the General Conditions.

The definition of "Contract Documents" included in Paragraph 1.1 under item number 9 of the General Conditions shall be expanded to include the Advertisement for Bids, "Notice of Award, and Notice to Proceed.

2. Before Starting Construction

In addition to the requirements of Paragraph 2.5 of the General Conditions, "CONTRACTOR shall deliver to the OWNER, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the DESIGN TEAM. The OWNER shall deliver to the CONTRACTOR a copy of all policies of insurance which the OWNER is required to purchase and maintain in accordance with Article 5 of the General Conditions."

3. Not Used

4. Insurance Requirements

In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the Work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.

If a part of this Contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the CONTRACTOR.

Certificates of insurance shall state that ten (10) days written notice will be given to the OWNER before the policy is cancelled or changed. No CONTRACTOR or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The CONTRACTOR shall secure and maintain in effect for the period of the CONTRACT and pay all premiums for the following kinds and amounts of insurance.

(a) Workers's Compensation and Employer's Liability Insurance

This insurance shall protect the CONTRACTOR against all claims under applicable State Worker's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

(b) CONTRACTOR'S Commercial General Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person, TWO MILLION DOLLARS (\$2,000,000) for each accident, property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of TWO MILLION DOLLARS (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Commercial General Liability and Property Damage policies carried by both the CONTRACTOR and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises or right-of-way caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

(c) CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

(d) Automotive Liability and Property Damage

The CONTRACTOR shall maintain automobile liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one person and TWO MILLION DOLLARS (\$2,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR'S own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

(e) OWNER'S Protective Liability Policy

The CONTRACTOR shall maintain OWNER'S Protective Liability Insurance with CITY OF STARKVILLE as the named insured, and the DESIGN TEAM, and their servants, agents and employees as additional insureds in amounts not less than the following:

- (1) Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and TWO MILLION DOLLARS (\$2,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.

5. Not Used

6. Not Used

7. Limitations on DESIGN TEAM'S Responsibilities

In addition to the requirements of Paragraph 9.7C, when it comes to his attention, the DESIGN TEAM will immediately notify the OWNER in the event that the CONTRACTOR is not complying with the

Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The CONTRACTOR shall retain responsibility for performing all Work in compliance with the Contract Documents.

8. Not Used

9. Not Used

10. Payments to CONTRACTOR

Paragraph 14.2, Application for Progress Payment, is deleted in its entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The CONTRACTOR'S partial payment period shall end the 20th of each month. The CONTRACTOR shall submit acceptable Application for Payment to the DESIGN TEAM by the 25th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The partial payment request shall be filled out and signed by the CONTRACTOR covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the DESIGN TEAM may reasonably require. At the discretion of the OWNER, the DESIGN TEAM may be authorized to include in any monthly estimate advances covering approximately ninety percent (90%) of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the OWNER shall pay to the CONTRACTOR ninety percent (90%) of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to ten percent (10%) of the whole as a retainage to be held by the OWNER. However, upon certification by the DESIGN TEAM that the Contract is at least fifty percent (50%) complete and on schedule, at the OWNER'S option, no further retainage will be withheld by the OWNER. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the OWNER, the DESIGN TEAM may be authorized to include any monthly advances covering approximately ninety percent (90%) of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the DESIGN TEAM'S satisfaction.

-
- D. The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.
- E. The CONTRACTOR may, at his option, withdraw the 10% retainage, or a part thereof, after 50% of the work has been completed, provided the CONTRACTOR has placed negotiable securities with the OWNER in compliance with Section 31-5-15 of the Mississippi Code of 1972.

The last sentence in Paragraph 14.9A of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within sixty days after receipt thereof, pay CONTRACTOR the amount recommended by DESIGN TEAM."

11. Not Used
12. Not Used
13. Not Used
14. Not Used
15. Liquidated and Special Damages

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the CONTRACTOR would default or otherwise abandon the project. In the event the CONTRACTOR does default or otherwise abandon the project, the OWNER reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional DESIGN TEAMing costs, incurred by the OWNER as a result of the default or abandonment.

NOTICE OF AWARD

November 17, 2020

Sports Contractors Unlimited LLC
Tommy Shook
1096 South King Road
Purvis, MS 39402

RE: Cornerstone Field Installation

Dear Sir/Madam:

The City of Starkville has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your **base bid proposal in addition to alternate 1 (cooling system for synthetic turf) and alternate 4 (substitution of latitude grass in the outfield) the total amount of Two million six hundred eighty-five, nine hundred sixty thousand Dollars and zero Cents (\$2,685,960). The City would also like to execute alternate 2 (per logo pricing) in the amount of \$4,100 per logo as needed during the project.**

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from date of delivery of this Notice to you. We have enclosed one copy of the necessary contract forms and bond forms. Please return five original signed sets of these documents to the office of **Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 30759**

If you fail to execute said Contract and to furnish said Bonds within ten days from the date of delivery of this Notice, the Owner will be entitled to consider all rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are requested to return an acknowledged copy of this Notice of Award directly to **Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 30759**. One complete executed copy of the Contract will be returned for your use.

Sincerely,

Lynn Spruill
Mayor City of Starkville

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this the _____ day of _____, 2020.

BY: _____

TITLE: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 17 NOV, 2020
PAGE: 1 of 3

SUBJECT: Consideration of authorization to purchase touchless bathroom equipment from the lowest quotes, Ferguson Enterprises of Starkville, in the amount of \$34,152.73.

AMOUNT & SOURCE OF FUNDING:

Two Quotes Received: Ferguson LLC - \$ 34,152.73
Southern Pipe - \$ 34,917.40

Total amount being requested is \$34,152.73 for touchless bathroom equipment.

COVID 19 Purchase Number: 001-192-535-233 Amount: \$ 25,614.55
Line item Number: 001-550-501-110 Amount: \$ 8,538.18
Total: \$ 34,152.73

FISCAL NOTE: This request will be submitted to the cares act for approximately 75% reimbursement with the remaining portion to be paid through Parks and Recreation Maintenance Building Maintenance and Repairs. This purchase will include the touchless equipment needed to upgrade faucets, urinals, toilet, and soap dispensers at JL King, McKee, Moncrief, Outlaw Center, Annex, Needmore and Sport Plex.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION:



FEL-STARKVILLE #2734
1305 GRETA LANE
STARKVILLE, MS 39759-9999

Phone: 662-270-6101
Fax: 662-324-5636

Deliver To:
From: Marci Mccool
Comments:

14:23:29 NOV 03 2020

Page 1 of 1

FERGUSON ENTERPRISES LLC #20

Price Quotation

Phone: 662-270-6101

Fax: 662-324-5636

Bid No: B994309
Bid Date: 10/21/20
Quoted By: MMC

Cust Phone: 662-323-2294
Terms: NET 10TH PROX

Customer: CITY OF STARKVILLE
110 WEST MAIN ST
STARKVILLE, MS 39759

Ship To: CITY OF STARKVILLE
110 WEST MAIN ST
STARKVILLE, MS 39759

Cust PO#:

Job Name: STARKVILLE PARKS

Item	Description	Quantity	Net Price	UM	Total
A6055205002	@ CCY LF 0.5 GPM CC ELEC FCT CP	35	289.000	EA	10115.00
A605XTMV1070	@ LF TSTAT MIX VLV CP	35	111.000	EA	3885.00
S3325500	EBV500A SGL FLSHMTR S/MT	60	149.000	EA	8940.00
FSD1SG	SOAP DISP WHIT	50	59.000	EA	2950.00
WC0164BLK	HRT ELEC DISP W/ STUB RL BLAC	15	69.990	EA	1049.85
WC2531W	*1020 HARD RL TWL WHIT 1000 6/CA DL	3	41.000	CA	123.00

ZZ6913XLCP8MV	*CVR* CCN 1.5 LF BATRY PWR FCT W/ C	6	458.847	EA	2753.08

	AM STANDARD FV				
A606B221007	@ *CVR* 1.28 GPF 2ON SELECT FV, EXP	12	361.400	EA	4336.80

Net Total: \$34152.73
Tax: \$0.00
Freight: \$0.00
Total: \$34152.73

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2734&on=313931>

Document: Invoice - Quote Order

Invoice Date

Order #

Page #

*** D U P L I C A T E ***

Southern Pipe Ph#: (662)323-2251

4705378-00 STK 1

Cust #: 1832294

Staging Area

PO Date

Purchase Order

10/23/20

STARKVILLE PARKS & RECREATION

Placed By

F Southern Pipe and Supply

ATTN: ACCTS PAYABLE

R Dept # 6387

405 LYNN LANE

O PO Box 11407

STARKVILLE, MS 39759

M Birmingham, AL 35246-6387

S STARKVILLE PARKS & RECREATION

Instructions

H ATTN: ACCTS PAYABLE

Tax Certificate EXEMPT BY LAW

I 405 LYNN LANE

Via

Shipped

Terms

P STARKVILLE, MS 39759

Cen Whse Trk

10Prox,Net30

Line #	Qty Ordered	Qty B.O.	Qty Shipped	Unit	Product and Description	Net Price	Extended Amount
1	35			each	sf2350 battery sensor lav faucet	213.00000	7455.00
2	50			each	esd250cp battery sensor soap dispenser	284.00000	14200.00
3	60			each	ebv500a battery sensor retro auto flush	124.00000	7440.00
4	6			each	SF2150-4 Non Stock	213.00000	1278.00
5	6			each	sfp22a Non Stock	28.00000	168.00
6	12			each	sloan regal 111es-5 flush vlave	335.29000	4023.48
7	12			each	sloan transformer el154	29.41000	352.92

7 Lines Total

Qty Shipped Total

181

Total: 34917.40

Invoice Total: 34917.40



CITY OF STARKVILLE

RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation

AGENDA DATE: 17 NOV, 2020

PAGE: 1 of 7

SUBJECT: Recommendation from Design Team to contract Neel-Schaffer to do final post construction as-built survey. This will be a not exceed \$9,700 cost to verify completion of Phase I and provides a base map for the next phase of work.

AMOUNT & SOURCE OF FUNDING: Series 2020 Bond

FISCAL NOTE: Cornerstone Project

AUTHORIZATION HISTORY: Cornerstone Project

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty

(P) 662.722.1612

405 Lynn Lane

b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Move to approve.

October 7, 2020

SENT VIA EMAIL TO lspruill@cityofstarkville.org

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

RE: CORNERSTONE PARK - PHASE 1 AS-BUILTS

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined in Exhibit A, Scope of Services. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$9,700.00. Our hourly rates shall be based on a raw wage labor mark-up of 2.8. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages, and Exhibit B, consisting of three pages, represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document. If the terms of this Agreement are acceptable, please execute the original and return a copy to us.

We appreciate the opportunity to provide services to you and look forward to working with you!

Sincerely,

NEEL-SCHAFFER, INC.



Brett Brasher, P.L.S.

ACCEPTED: CITY OF STARKVILLE

BY: _____

TITLE: _____

EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION:

1. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. The intent of the survey limit is to only document areas that will change due to construction of Phase 1 and are relevant to the design of Phase 2. If no changes are made to an area, survey information will not be gathered.
6. The intent of the survey is to serve two purposes:
 - a. To provide a check on the contractor to ensure that the project is constructed within a tolerance acceptable to the engineer of record.
 - b. To provide the information necessary to facilitate design of subsequent phases of the project.

DATA TO BE COLLECTED:

1. Elevation data for dirtwork/stone within the limits of the survey to include grade breaks, spot grades, etc.
2. Survey data necessary to generate contours at 1-foot intervals.
3. Proposed drainage items including pipes, inlet tops, control structures, detention ponds, swales, etc.
4. Proposed Utilities including:
 - a. Water lines, meters, valves, hydrants, stub outs.
 - b. Sewer lines, manholes, sewer line stub outs.

Survey Limits

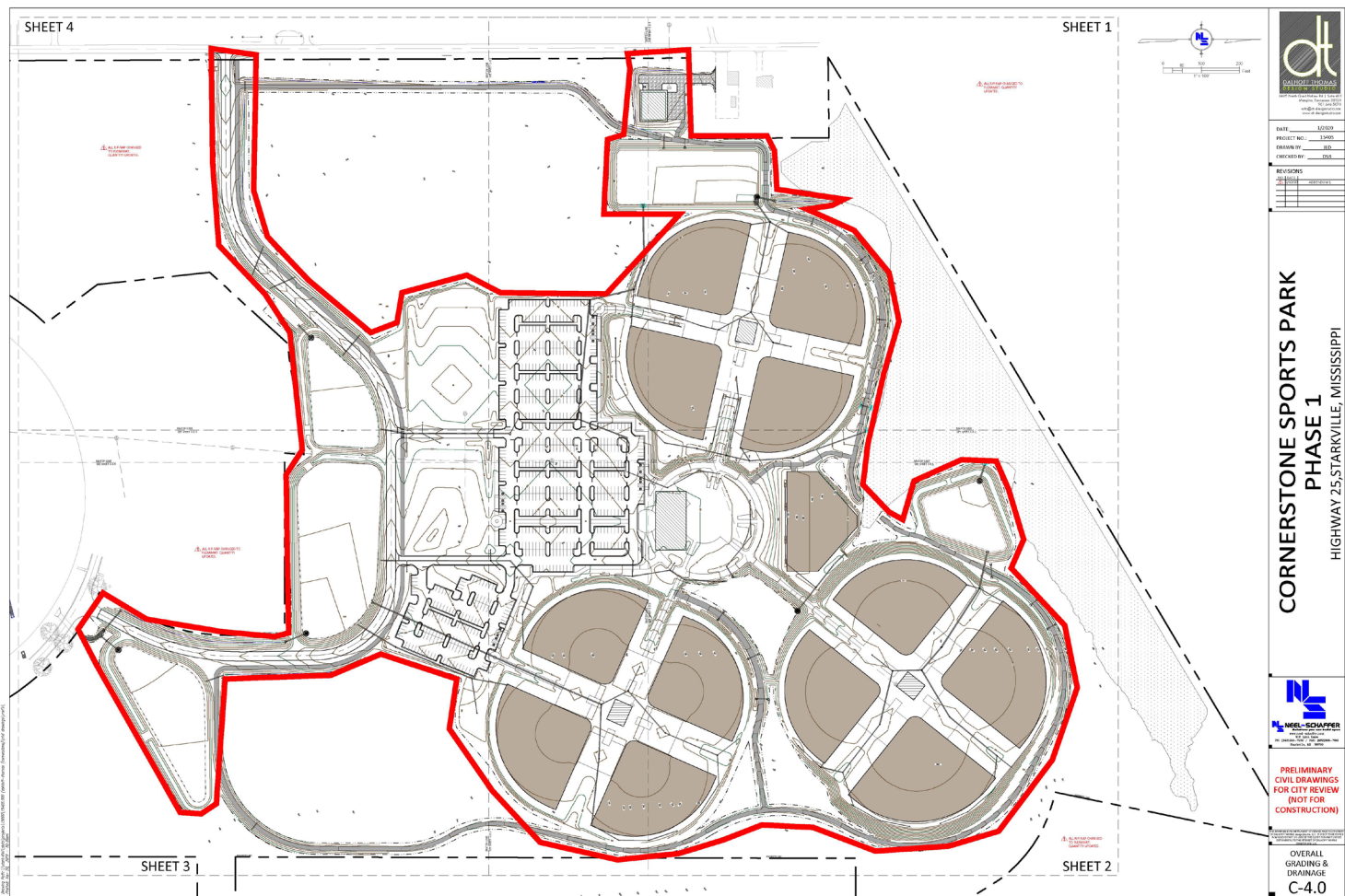


EXHIBIT B
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project

only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry

("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
 - (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
17. **Risk Allocation.** N/A
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client.

Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.
23. **Dispute Resolution.** NA
24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or

documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.



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

AGENDA ITEM DEPT.: Police-Code Enforcement
AGENDA DATE: November 17, 2020
PAGE: Page 1of 17

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community.

SUMMARY:

Both properties are owned by the Annie Hinton Doss Estate.

606 WHITFIELD STREET

1. An initial inspection performed on March 28, 2019;
2. Code violation letter was sent out on March 29, 2019;
3. Inspection failed on August 29, 2019;
4. The property was adjudicated by the BOA on November 5, 2019. At the meeting the owner asked the BOA if she was allowed to renovate the brick building and the BOA allowed her to do so; and,
5. Inspection failed on November 3, 2020 and there has been no building permit application so far.

102 CURTIS STREET

1. An initial inspection performed on March 28, 2019;
2. Staff found that Venson Hinton was living in the building at around March 29, 2019;
3. Inspection failed on August 29, 2019; and,
4. Inspection failed again on November 3, 2020, and staff found that no one was living in the building at the time of inspection. In fact, currently, the yellow building located on the property is not habitable at all.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sgt. Brooke Carpenter @ 662-769-4426; or,
Simon Kim, Community Development Director @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 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 11/ 4/2020

Tax Year 2020

Records Last Updated 11/ 3/2020

PROPERTY DETAIL

OWNER DOSS ANNIE HINTON
102 CURTIS ST

STARKVILLE MS 39759

ACRES : **NA**
LAND VALUE : 12000
IMPROVEMENTS : 2070
TOTAL VALUE: 14070
ASSESSED : 2111

PARCEL 102C-00-155.00**ADDRESS** 606 WHITFIELD**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	116.29	0.00	116.29
CITY	63.60	0.00	63.60
SCHOOL	137.45	0.00	137.45
TOTAL	317.34	0.00	317.34

LAST PAYMENT DATE **NA****TAXES DELINQUENT PRIOR YEAR****MISCELLANEOUS INFORMATION****EXEMPT CODE****LEGAL** LOT 8 B CITY 47-A**HOMESTEAD CODE** None

MAP 102C DB/PG 655/080 764/638

TAX DISTRICT 1110**PPIN** 003353**SECTION** 04**TOWNSHIP** 18N**RANGE** 14E**Book** **Page**[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By.</u>
2019	MONT'S GRADY	NOT REDEEMED
2018	DOWNTOWN RESTORATION	NOT REDEEMED
2017	DOWNTOWN RESTORATION	6/ 5/2020 DEWAYNE DOSS
2016	MONT'S GRADY	6/11/2018 VENSON E HINTON

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[TERMS OF USE](#) | [PRIVACY POLICY](#)







HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Case #: 1339

Case Date: 03/28/19

Complainant Name: Code Inspector

Complainant Address:

Complainant Phone:

Description: Dilapidated Structure

Status: Open

Physical Address: 606 Whitfield Street

Reason: Not w/in code

Code Reference: 21-19-11 - Property to be condemned

Date of Warning Letter: 03/29/2019

Notes:

Summons Number:

Court Date:

Court Ruling:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
102C-00-155.00	606 Whitfield Street		DOSS ANNIE HINTON		R-3 Multi-Family

Activities

Date	Activity Type	Description	Employee	Status
03/28/2019	Email Correspondence	Took pics	Jeff Lyles	Assigned
08/29/2019	Inspection	Property is still in need of cleaning, secured entryways and repairs.	Amy Counterman	Assigned

Violations

Date	Violation	Description	Notes	Status
03/28/2019	21-19-11 - Property to be			

Uploaded Files

Date	File Name
10/07/2019	
08/28/2019	
08/28/2019	
08/28/2019	
03/29/2019	
03/28/2019	



Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 4/2020

Tax Year 2020

Records Last Updated 11/ 3/2020

PROPERTY DETAIL

OWNER DOSS ANNIE HINTON ESTATE **ACRES : **NA****
 102 CURTIS ST **LAND VALUE : 20000**
IMPROVEMENTS : 19980
 STARKVILLE MS 39759 **TOTAL VALUE: 39980**
ASSESSED : 3998

PARCEL 102C-00-177.00**ADDRESS** 102 CURTIS**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
W/PT LOT 4 E & A TRIANGLE FROM	
HOMESTEAD CODE DIS	SW COR LOT 7 CITY BLK 47
TAX DISTRICT 1110	MAP 102C DB/PG 627/331 764/638
PPIN 003328	
SECTION 04	
TOWNSHIP 18N	
RANGE 14E	

Book **Page**[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
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NO TAX SALES FOUND

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HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Case #: 1338

Case Date: 03/28/19

Complainant Name: Code Inspector

Complainant Address:

Complainant Phone:

Description: Dilapidated Structure

Status: Open

Physical Address: 102 Curtis Circle

Reason: Not w/in code

Code Reference: 21-19-11 - Property to be condemned

Date of Warning Letter: 03/29/2019

Notes:

Summons Number:

Court Date:

Court Ruling:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
102c-00-177.00	102 Curtis Circle		Annie Hinton Doss Estate		

Activities

Date	Activity Type	Description	Employee	Status
03/28/2019	Inspection	Took pics	Jeff Lyles	Assigned
08/29/2019	Inspection	Property is still in need of cleaning and repairs, or more appropriately demolition.	Amy Countermand	Assigned

Violations

Date	Violation	Description	Notes	Status
03/28/2019	21-19-11 - Property to be			

Uploaded Files

Date	File Name
10/07/2019	
08/28/2019	
08/28/2019	
08/28/2019	
03/29/2019	
03/28/2019	





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: November 17, 2020
PAGE: 1 of 2**

SUBJECT: Discussion and consideration to allow Starkville Police Dept. SWAT Team members to attend the United States Marshals Service Gulf Coast Regional Fugitive Task Force Training. This will be a one (1) day training in Birmingham, AL on December 9, 2020. There is no fee associated with this training.

AMOUNT & SOURCE OF FUNDING: \$ 0

LINE ITEM N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Sgt.Tyler Davis 662-323-4131

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION:

Move approval to allow Starkville Police Dept. SWAT Team members to attend the United States Marshals Service Gulf Coast Regional Fugitive Task Force Training. This will be a one (1) day training in Birmingham, AL on December 9, 2020. There is no fee associated with this training.



United States Marshals Service
Gulf Coast Regional Fugitive Task Force
Training Request Form

Requesting Agency: **Starkville Police Department**

Training Coordinator: **Sgt. Tyler Davis**

Email Address **m.davis@cityofstarkville.org**

Telephone Number: **(662) 542-9902**

Training Dates: **12/9/2020**

Training Times: **0800-1700**

Number of Personnel Training: **9**

Description of Training (attach Training Plan):

Teaming up with Tupelo SWAT to run through Combat Clearing techniques. Teams will run dry drills as well as force on force drills. Teams will take turns being hostels and running as a team. Main focus is to get new members up to speed and build an identity.

USMS Facilities Requested (Select all that apply):

Classroom: ☐ Virtra: ☐ Tactical Venue: ☒ Breaching Doors: ☒

Matroom/Defensive Tactics: ☐ Tactical Medic Venue: ☐

If requesting Tactical Venue, will the training include (supplied by the requesting agency):

Role Players: ☒ Paper Targets: ☐

USMS Equipment/Training Aids Requested (Select all that apply):

Simunition PPE: ☒ Simunition Handguns (Glock 22): ☒ Simunition Rifles: ☐

GCRFTF Instructors Requested: YES ☐ NO ☒

Submit to GCRFTF

GCRFTF Approval:

GCRFTF Training Staff:

GCRFTF Management:



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPARTMENT: SES
AGENDA DATE: November 17, 2020
PAGE: 1 of 1

SUBJECT: Request approval for consideration to advertise for a rear loader refuse truck for the Sanitation & Environmental Services Department as replacement of the 2007 Freightliner which is showing signs of future needed repairs.

AMOUNT & SOURCE OF FUNDING: City Clerk to advertise for leasing

REQUESTING
DEPARTMENT: Sanitation & Environmental
Services

DIRECTOR'S
AUTHORIZATION: Calvin Ware
Director of SES

FOR MORE INFORMATION CONTACT: Calvin Ware, 662-617-2912

STAFF RECOMMENDATION:



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

**AGENDA November 17, 2020
PAGE: 1**

SUBJECT: Request authorization to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$33,592.68 for the repair of the Electric Division Truck 38.

AMOUNT & SOURCE OF FUNDING:

Quotes Received: 2	Altec- Birmingham	\$33,592.68
	Altec – Jacksonville	\$33,987.18

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$33,592.68 for the repair of the Electric Division Truck 38.

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Customer				Service Request	
Estimate #	439505			Service Request #	3929418
Customer	CITY OF STARKVILLE (MS)			Unit Information	
Account #	28782	Payment Terms	NET 30	Customer Vehicle #	38
Contact	JASON HORNER			Model	AA755-MH
Email				Chassis VIN #	3HAMMAAN5CL549685
Phone		Fax		Mileage	
Mobile				Unit Serial #	0511BZ6442
Altec Representative				Assy Serial # (FA)	097-19863833
Contact	Christopher Phillips			In-Service Date	13-Jul-2011
Email	Chris.Phillips@altec.com				
Phone	205-458-2518	Fax	205-241-3212		
This Estimate Expires: 04-JAN-2021					
Notes: THIS ESTIMATE IS A STARTING POINT AND UPON COMPLETING ALL INSPECTIONS, ANY ADDITIONAL PARTS AND/OR LABOR NEEDED WILL BE RESUBMITTED FOR APPROVAL.					

Item	Description	Hours	Labor	Material	Expenses	Total
1	~PERFORM 1 YEAR PM INSPECTION	--	\$600.00	\$196.16	\$25.00	\$821.16
2	~REPLACE LEVELING CABLES	18.00	\$2,034.00	\$2,284.00	\$31.25	\$4,349.25
3	REPLACE LEVELING RODS	2.00	\$226.00	\$1,990.33	\$0.00	\$2,216.33
4	REPLACE ALL ABOVE ROTATION HOSES	36.00	\$4,068.00	\$6,848.86	\$0.00	\$10,916.86
5	REPLACE ALL BELOW ROTATION HOSES	24.00	\$2,712.00	\$1,360.46	\$937.50	\$5,009.96
6	REPLACE SEAL ON HYDRAULIC RESERVOIR	1.00	\$113.00	\$15.34	\$0.00	\$128.34
7	~COMPLETE FULL SYSTEM HYDRAULIC FLUSH	10.00	\$1,130.00	\$1,904.00	\$0.00	\$3,034.00
8	REPLACE JIB WINCH ROPE	1.00	\$113.00	\$117.86	\$0.00	\$230.86
9	RESEAL ALL WIRING AT TOP OF ROTARY JOINT	2.00	\$226.00	\$0.00	\$0.00	\$226.00
10	~REPLACE ROTATION BEARING BOLTS	6.00	\$678.00	\$503.63	\$0.00	\$1,181.63
11	CLEAN INSIDE OF BOOM ASSEMBLIES	2.00	\$226.00	\$0.00	\$0.00	\$226.00
12	~RESEAL UPPER CONTROL VALVE ASSEMBLY (TIME INCLUDES REMOVING AND REINSTALLING ITEM)	6.00	\$678.00	\$252.21	\$0.00	\$930.21
13	~RESEAL LOWER CONTROL VALVE (TIME INCLUDES REMOVING AND REINSTALLING ITEM)	6.00	\$678.00	\$614.90	\$0.00	\$1,292.90
14	RESEAL BOTH OUTRIGGER VALVES	8.00	\$904.00	\$38.09	\$0.00	\$942.09
15	REPLACE GEAR OIL IN JIB/WINCH AND ROTATION GEARBOXES	2.00	\$226.00	\$0.00	\$62.50	\$288.50
16	~REPLACE ALL SAFETY PLACARDS	1.50	\$169.50	\$183.59	\$0.00	\$353.09
17	~PERFORM LEVEL SURFACE STABILITY TEST (DERRICK STRUCTURAL LOAD TEST/ REQUIRED AFTER ROTATION BEARING OR BEARING FASTENER REPLACEMENT)	2.00	\$226.00	\$0.00	\$0.00	\$226.00
18	~SET PRESSURES AND ADJUST FLOW	1.50	\$169.50	\$0.00	\$0.00	\$169.50
19	~DIELECTRIC TEST; CAT B/C; BOOM & LINER & (ISO GRIP IF APPLICABLE) (PRICE DISCOUNTED, WHEN DONE W/PM)	--	\$200.00	\$0.00	\$0.00	\$200.00
20	~PERFORM STRUCTURAL LOAD TEST	1.50	\$169.50	\$0.00	\$0.00	\$169.50
21	OPERATIONAL TEST UNIT AFTER REPAIRS ARE MADE	1.00	\$113.00	\$0.00	\$0.00	\$113.00
22	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEES	0.00	\$0.00	\$0.00	\$200.00	\$200.00
23	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$367.50	\$367.50
Totals		131.50	\$15,659.50	\$16,309.43	\$1,623.75	\$33,592.68

Customer				Service Request	
Estimate #	01152			Service Request #	011502
Customer	CITY OF STARKVILLE (MS)			Unit Information	
Account #	28782	Payment Terms	NET 30	Customer Vehicle #	38
Contact	JASON HORNER			Model	AA755-MH
Email				Chassis VIN #	3HAMMAAN5CL549685
Phone		Fax		Mileage	
Mobile				Unit Serial #	0511BZ6442
Altec Representative				Assy Serial # (FA)	097-19863833
Contact	Jason Jenks			In-Service Date	13-Jul-2011
Email	jason.jenks@altec.com				
Phone	205-440-0345	Fax	205-241-3212		
This Estimate Expires: 04-JAN-2021					
Notes: THIS ESTIMATE IS A STARTING POINT AND UPON COMPLETING ALL INSPECTIONS, ANY ADDITIONAL PARTS AND/OR LABOR NEEDED WILL BE RESUBMITTED FOR APPROVAL.					

Item	Description	Hours	Labor	Material	Expenses	Total
1	~PERFORM 1 YEAR PM INSPECTION	--	\$600.00	\$196.16	\$25.00	\$821.16
2	~REPLACE LEVELING CABLES	18.00	\$2,088.00	\$2,284.00	\$31.25	\$4,349.25
3	REPLACE LEVELING RODS	2.00	\$232.00	\$1,990.33	\$0.00	\$2,216.33
4	REPLACE ALL ABOVE ROTATION HOSES	36.00	\$4,176.00	\$6,848.86	\$0.00	\$10,916.86
5	REPLACE ALL BELOW ROTATION HOSES	24.00	\$2,784.00	\$1,360.46	\$937.50	\$5,009.96
6	REPLACE SEAL ON HYDRAULIC RESERVOIR	1.00	\$116.00	\$15.34	\$0.00	\$128.34
7	~COMPLETE FULL SYSTEM HYDRAULIC FLUSH	10.00	\$1,160.00	\$1,904.00	\$0.00	\$3,034.00
8	REPLACE JIB WINCH ROPE	1.00	\$116.00	\$117.86	\$0.00	\$230.86
9	RESEAL ALL WIRING AT TOP OF ROTARY JOINT	2.00	\$232.00	\$0.00	\$0.00	\$226.00
10	~REPLACE ROTATION BEARING BOLTS	6.00	\$696.00	\$503.63	\$0.00	\$1,181.63
11	CLEAN INSIDE OF BOOM ASSEMBLIES	2.00	\$232.00	\$0.00	\$0.00	\$226.00
12	~RESEAL UPPER CONTROL VALVE ASSEMBLY (TIME INCLUDES REMOVING AND REINSTALLING ITEM)	6.00	\$696.00	\$252.21	\$0.00	\$930.21
13	~RESEAL LOWER CONTROL VALVE (TIME INCLUDES REMOVING AND REINSTALLING ITEM)	6.00	\$696.00	\$614.90	\$0.00	\$1,292.90
14	RESEAL BOTH OUTRIGGER VALVES	8.00	\$928.00	\$38.09	\$0.00	\$942.09
15	REPLACE GEAR OIL IN JIB/WINCH AND ROTATION GEARBOXES	2.00	\$232.00	\$0.00	\$62.50	\$288.50
16	~REPLACE ALL SAFETY PLACARDS	1.50	\$174.00	\$183.59	\$0.00	\$353.09
17	~PERFORM LEVEL SURFACE STABILITY TEST (DERRICK STRUCTURAL LOAD TEST/ REQUIRED AFTER ROTATION BEARING OR BEARING FASTENER REPLACEMENT)	2.00	\$232.00	\$0.00	\$0.00	\$226.00
18	~SET PRESSURES AND ADJUST FLOW	1.50	\$174.00	\$0.00	\$0.00	\$169.50
19	~DIELECTRIC TEST; CAT B/C; BOOM & LINER & (ISO GRIP IF APPLICABLE) (PRICE DISCOUNTED, WHEN DONE W/PM)	--	\$200.00	\$0.00	\$0.00	\$200.00
20	~PERFORM STRUCTURAL LOAD TEST	1.50	\$174.00	\$0.00	\$0.00	\$169.50
21	OPERATIONAL TEST UNIT AFTER REPAIRS ARE MADE	1.00	\$116.00	\$0.00	\$0.00	\$113.00
22	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEES	0.00	\$0.00	\$0.00	\$200.00	\$200.00
23	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$367.50	\$367.50
Totals		131.50	\$16,054.00	\$16,309.43	\$1,623.75	\$33,987.18



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2020
PAGE: 1

SUBJECT: Request authorization to declare the Water Division push camera as surplus and to auction on govdeals, and authorization to purchase a replacement push camera from Covington sales and Service, Inc in the amount of \$9,500.00.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Covington	\$9,500.00
	CUES	\$9,654.21

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 declare the Water Division push camera as surplus and to auction on govdeals, and authorization to purchase a replacement push camera from Covington sales and Service, Inc in the amount of \$9,500.00.

October 27, 2020

City of Starkville
402 Conner Dr.
Starkville, Ms. 39759

Attn: Mr. Scott Osborne
Re: Cues Pearpoint 200' Push Camera

Mr. Scott,

As per your request Covington Sales& Service, Inc. Is pleased to provide to you a quote for a Cues Pearpoint 200' Push Camera. The Price is listed below.

(1) Cues Pearpoint P540c with 200' Push Camera with 512 Hz Sonde = \$ 9,500.00

To include Built in Battery, 2' Self Leveling Camera, Skid Ball and Skid Set, USB Interface Cable and Swivel Controller Mounting Kit

This price does not include any taxes or licenses if applicable but does include delivery and training. Please call if you have any questions or if we may be of further assistance.

Sincerely,



Rusty Gant

Fast, intuitive inspection



Spend your time surveying, not computing

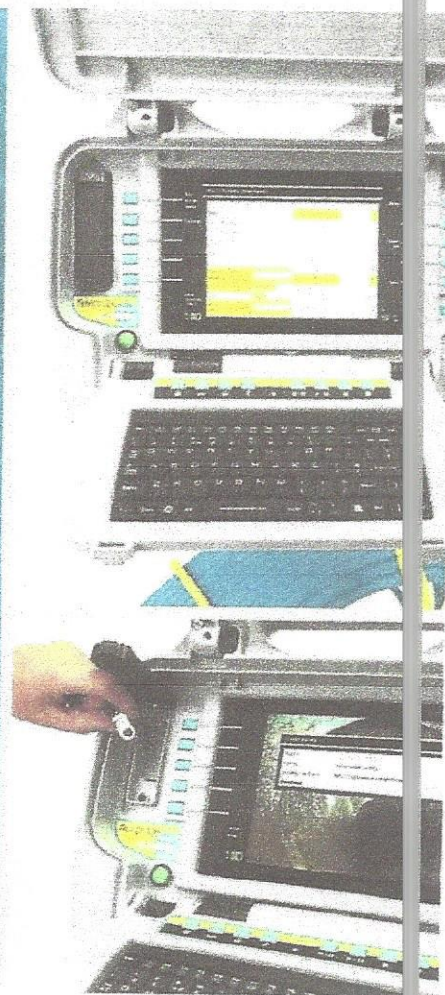
- Short boot-up time to get you inspecting, not waiting
- Menus in multiple languages
- Context-sensitive buttons on both sides of the display guide you through your survey – no complex menus to remember
- Dedicated buttons for frequently-used tasks, including "Record", "Make an Observation" and "Count reset"
- Full QWERTY keyboard with IP55 ingress protection (regional layout also available)

Reporting

Multiple standards: meeting both your and your customers' requirements

- flexiprobe P540c offers a suite of customisable report options, and the WRc's MSCC3, 4 and 5 condition codes.
- Reports are exported as docx documents, which allow editing and customisation on a PC, and xml files are also available for MSCC5-compliant reports.
- Optional WinCan export license available, can be upgraded in the field*
- Report templates and condition classification codes can be modified to create reports adhering to your own standards.
- On-board connectivity capabilities allow reports to be created and shared within seconds of completing your video inspection survey. Exporting to a USB stick, in any of the 3 available ports, is also available.

*Contact Pearpoint for details and availability

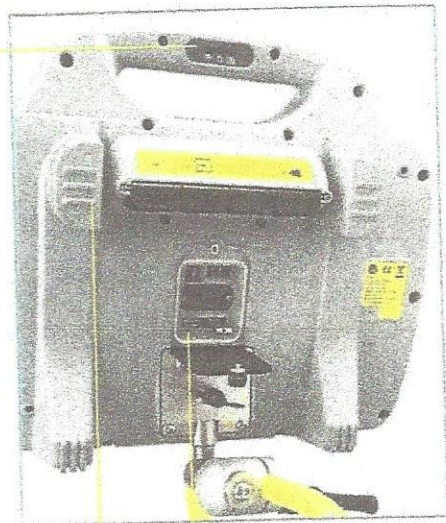


LEDs for WiFi and battery status

Find the battery charge state
without turning P540c on

HD display for clear, sharp picture

USB port and
Headphone socket cover



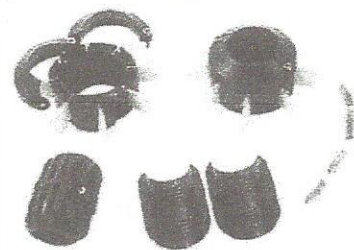
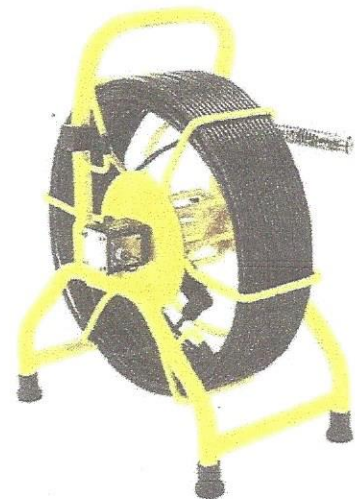
Connectivity: USB, HDMI,
WiFi, Analog video out,
Audio in and out

Convenient cable-tidy hooks

IP55, open and closed

IP68 stainless steel
cameras with
ultra-bright
white LEDs

Ultra-flexible Plumbers rod



Compact self-levelling camera option

Each flexiprobe P540c system comes complete with a universal easy-fit brush skid set, that allows the 1" (25mm) camera to be used in pipes up to 4" (100mm) diameter and the 2" (50mm) camera in pipes up to 6" (150mm) diameter. Brushes can be conveniently replaced in seconds. Additional standard equipment may vary due to regional variations.

CUES Push Camera Quote



Quotation #: QWD622
Quotation Date: October 28, 2020
Quotation Amount: **\$9,654.21**
Remit to: Alexander M. Milley
CUES Regional Sales Manager -
Southeast
p: 407.849.0190 / c: 781.248.6559
amilley@cuesinc.com

Client: Scott Osborne
City of Starkville
402 Conner Dr.
Starkville, MS 39759

Scott,

In pursuance to your request, CUES is pleased to provide pricing on a C540 push camera.

The equipment includes the same 1-year full system warranty CUES offers on all of our equipment as well as full access to extensive loaner-equipment inventory.

CUES is offering Starkville the following pricing:

CUES Push Camera:

- Price:
 - C540: \$9,654.21
- FOB: Destination
- Terms: Net 30 days (with credit approval and deposit)
- Delivery: 2-4 weeks ARO

We thank you for your interest in CUES products.

If you have any questions, please do not hesitate to contact me at 407.849.0190, ext. #433.

**Pricing is valid for 45 days.
Changes made to unit once in production
potentially incur additional cost.**

Sub Total:	\$9,654.21
Software Maintenance:	\$0.00
Training (On-site):	\$0.00
Sub Total:	\$9,654.21
25% Deposit ⁽⁷⁾ :	\$0.00
TOTAL ⁽⁸⁾:	\$9,654.21



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2020
PAGE: 1

SUBJECT: Request authorization for City of Starkville to adopt the amendment to the Tennessee Valley Authority (TVA) Enhanced Security Deposit agreement.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for City of Starkville to adopt the amendment to the Tennessee Valley Authority (TVA) Enhanced Security Deposit agreement

ENHANCED SECURITY DEPOSIT PROGRAM AMENDMENT

TV-48326A, Supp. No. ____

This Amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases power from TVA under Contract No. TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor and TVA previously entered into an Enhanced Security Deposit Program Agreement contract number TV-48326A, Supp. No. 43, effective April 8, 2002, as amended ("**ESD Agreement**"), under which TVA provides a limited guarantee to Distributor, in lieu of Distributor's requiring or maintaining the standard cash deposit or other substantially equivalent form of security, for those commercial and industrial accounts which are nominated by Distributor and as to which TVA obtains credit insurance (from a third-party underwriter selected by TVA) to cover the risk of non-payment by the account.

Distributor and TVA want to amend the ESD Agreement to provide a one-year period during which TVA would provide Insurance Coverage to Applicant if the Underwriter cancels the credit insurance.

Therefore, the parties agree as follows:

SECTION 1 - TERM

This Amendment will continue in effect until the sooner of the termination of the ESD Agreement or September 30, 2021.

SECTION 2 - TERMS DEFINED UNDER THE ESD AGREEMENT

Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as in the ESD Agreement.

SECTION 3 - AMENDMENT TO SECTION 4

The parties hereby amend section 4 of the ESD Agreement by inserting after section 4.3 the following new sections 4.4, 4.5, 4.6, and 4.7:

SECTION 4.4 - TEMPORARY RELIEF FOR UNINSURED ACCOUNTS

Notwithstanding anything to the contrary herein, if an Insured Account was cancelled or lapsed, for any reason, effective October 1, 2020, TVA will recognize the now Uninsured Account as an Insured Account under this Agreement from October 1, 2020 through September 30, 2021 and will provide Insurance Coverage from October 1, 2020 through September 30, 2021. TVA will reduce the Insurance Coverage, which is reimbursable by TVA to Distributor for the Applicant, by 10% each month during the period of December 1, 2020 through September 30, 2021. Distributor must follow its own security deposit guidelines to ensure that Distributor obtains sufficient security to replace or increase each 10% reduction in TVA Insurance Coverage.

If the Insured Account becomes delinquent during the period of October 1, 2020 through September 30, 2021, in addition to complying with the requirements of section 5.3, the Distributor shall use Applicant's then-existing security deposit towards the outstanding balance of Applicant's power bill, as of the date of the delinquency. If such delinquency occurs, Distributor may submit a written claim to TVA consistent with the requirements of section 5.4 and for an amount not to exceed the amount of the then-existing Insurance Coverage. TVA will apply a credit to Distributor's wholesale bill consistent with the provisions of section 5.5.

SECTION 4.5 - "INSURANCE COVERAGE" DEFINITION

In cases where the Insured Account is cancelled or lapsed effective October 1, 2020, the following definition of "Insurance Coverage" will replace the definition in section 2.4 of this Agreement:

SECTION 2.4 - INSURANCE COVERAGE

"Insurance Coverage" shall mean credit insurance provided by TVA in an amount that transfers the risk of Applicant's nonpayment of its electric power bills to TVA for a period not to exceed 65 days. It is expressly recognized and agreed that Distributor shall not be an additional insured under the Insurance Coverage.

SECTION 4.6 - LIMITED SUSPENSION OF SECTIONS 3.3 AND 3.4

In cases where the Insured Account is cancelled or lapsed effective October 1, 2020, sections 3.3 and 3.4 of this Agreement will be of no effect for the duration of the Insurance Coverage under this Amendment.

SECTION 4.7 - MISCELLANEOUS

(a) Governing Law and Venue - Federal law governs the validity, interpretation, and enforceability of this Agreement, as amended.

(b) Waiver - A party's failure to enforce any provision of this Agreement does not waive or affect the validity of such provision or this Agreement. No such failure prejudices the right of such party to enforce each and every provision of this Agreement.

(c) Assignment - This Agreement binds and inures to the benefit of the parties and their permitted successors and assigns, provided that neither party will assign this Agreement without the prior, written consent of the other party. Any purported assignment without such prior approval is null and void.

(d) Severability - If a judicial authority with valid jurisdiction over both parties rules that any provision of this Agreement is invalid or illegal, or enjoins enforcement of it, then (a) all other provisions of this Agreement will remain in full force and effect, and (b) the parties shall negotiate in good faith to modify this Agreement to render it compliant with the ruling of the judicial authority and applicable laws.

(e) Notices - Any claims or notices required under this Agreement must be sent in writing to the contact listed in the Power Contract and shall be effective on the day on which it is actually received by the other party in person, by U.S. Mail, by other nationally recognized delivery service, or by e-mail or facsimile transmission at the addresses set forth in the Power Contract.

SECTION 4 - RATIFICATION OF AGREEMENTS

The parties hereby ratify and confirm that the ESD Agreement, as amended by this Amendment, is their continuing obligation.

This Amendment is effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director
Power Customer Contracts