



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
December 1, 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

REGULAR MEETING OF TUESDAY, DECEMBER 1, 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 NOVEMBER 3, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 17, 2020 MEETING 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 HEARING

A. 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. 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).

IX. MAYOR'S BUSINESS

A. 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 AND ADOPTION OF THE 2021 CITY OF STARKVILLE HOLIDAY SCHEDULE AND THE 2021 SANITATION HOLIDAY TRASH PICKUP SCHEDULE.

B. CONSIDERATION OF A SECTION 3 PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

C. CONSIDERATION OF A MAINTENANCE PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

D. DISCUSSION AND CONSIDERATION OF RECYCLING PROGRAM OPTIONS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF THE ENCROACHMENT AGREEMENT FOR THE MONUMENT SIGNAGE ASSOCIATED WITH THE PRESERVE AT HUNTINGTON PARK AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 24, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DYLAN PEDAN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE DIVISION

- a. REQUEST APPROVAL TO PURCHASE, FROM CANNON MOTORS OF MS, FOURTEEN (14) DODGE CHARGERS PPV V8 AT STATE CONTRACT PRICING, UPFIT AND STRIPING THAT WOULD BE DONE BY CANNON IN GREENWOOD AND DELIVERED TO STARKVILLE COMPLETED AND READY TO PATROL FOR A TOTAL OF \$433,734.00 WITH CITY CLERK / CFO TO ADVERTISE FOR FINANCING.
- b. CONSIDERATION TO ALLOW CHIEF MARK BALLARD TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE 2021 WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS JANUARY 12TH – JANUARY 15TH AT A COST NOT TO EXCEED \$ 750.00.
- c. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

2. CODE ENFORCEMENT DIVISION

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE 2003 CHEVROLET 1-TON DUMP TRUCK BODY AND CAB ONLY (VIN: 1GBJC34U73E330398) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A SIMILAR VEHICLE REPLACEMENT FROM STATE CONTRACT NOT TO EXCEED \$29,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 15, 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: 12-1-20
PAGE: 1 of 35

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

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

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

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 3, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen, Sandra Sistrunk, Hamp Beatty, and Henry Vaughn, Sr. and City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, David Little, Jason Walker, and Roy A'. Perkins as well as City Attorney Chris Latimer 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 Perkins asked to add X. Board Business, Street Maintenance Program Policy, to consent. Alderman Perkins also asked to add XI. Airport Business, Acceptance of lowest quote from Homerun Renovations, to consent with it to be noted Alderman Carver recused from this item due to a family connection.

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, NOVEMBER 3, 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 OCTOBER 16, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 27, 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

1. PUBLIC HEARING AND CONSIDERATION OF SE 20-18 FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT TO BE CONSTRUCTED AT 209 WINTERSET DRIVE IN A SD-2 ZONE WITH PARCEL NUMBER 102O-00-065.00.
2. PUBLIC HEARING AND CONSIDERATION OF VA 20-11 A REQUEST FOR A VARIANCE FROM THE REQUIREMENT THAT PLAYGROUNDS ASSOCIATED WITH A DAY CARE SHALL BE LOCATED BEHIND THE FRONT BUILDING LINE IN THE REAR YARD OR SIDE YARD FOR A PROPERTY LOCATED AT 732 WHITFIELD STREET WITHIN A CN ZONING DISTRICT WITH PARCEL NUMBER 102C-00-118.00.
3. PUBLIC HEARING AND CONSIDERATION OF VA 20-12 A REQUEST FOR A VARIANCE FROM THE SIDE YARD SETBACK REQUIREMENT FOR A CORNER LOT IN ORDER TO PLACE A CARPORT ON THE SUBJECT PROPERTY LOCATED AT 701 ROUNDHOUSE ROAD WITHIN A RN ZONING DISTRICT WITH PARCEL NUMBER 118A-00-039.00.
4. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 108 TANGLEWOOD DRIVE WITH PARCEL NUMBER 117E-00-053.00 AND 203 MCKINLEY STREET WITH PARCEL NUMBER 102B-00-037.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

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

B. REQUEST AUTHORIZATION TO COMPENSATE EVERY EMPLOYEE WHO EXPERIENCED A PAY REDUCTION DUE TO A TWENTY PERCENT PAY CUT OR A REDUCTION IN HOURS FROM APRIL 24, 2020 UNTIL JULY 16, 2020, BY GIVING THOSE EMPLOYEES A TWENTY PERCENT INCREASE FOR THE NUMBER OF PAY-PERIODS THEY WERE REDUCED.

- C. CONSIDERATION OF THE APPROVAL OF TWO RESOLUTIONS TO REQUEST FUNDING FROM THE MISSISSIPPI STATE LEGISLATURE FOR THE PURPOSE OF CONSTRUCTING A NEW STARKVILLE-OKTIBBEHA COUNTY LIBRARY AND TO EXTEND HOSPITAL ROAD TO THE WEST AND EXTEND AND WIDEN AND IMPROVE STARK ROAD TO THE NORTH.

X. BOARD BUSINESS

- A. CONSIDERATION OF APPROVAL OF THE CITY OF STARKVILLE STREET MAINTENANCE PROGRAM POLICY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT WORK AUTHORIZATION NUMBER 20-01 FROM CLEARWATER CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR THE FAA 2020 AIP PROJECT TO REVIEW THE REPLACEMENT OF EXISTING AWOS EQUIPMENT AND RELATED SITE IMPROVEMENTS.
- 2. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM HOMERUN RENOVATIONS TO UPGRADE THE TERMINAL BUILDING INTERIOR FLOORS AND WALLS IN THE AMOUNT OF \$11,250.00 AT 120 AIRPORT ROAD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. PLANNING

- a. CONSIDERATION OF FP 20-07 A REQUEST FOR FINAL PLAT APPROVAL FOR AGGREGATING TWO LOTS INTO ONE AT THE NORTHEAST CORNER OF GUEST DRIVE AND MALLORY LANE IN A C ZONING DISTRICT WITH PARCEL NUMBERS 103A-00-001.43 AND 103A-00-001.42.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE OLD WEST POINT ROAD SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
- 2. CONSIDERATION OF THE CONSTRUCTION ENGINEERING AND INSPECTION PROPOSAL FROM SPRINGER ENGINEERING FOR THE OLD WEST POINT ROAD SIDEWALK PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
- 3. CONSIDERATION OF THE DESIGN SERVICES PROPOSAL FROM NEEL SCHAFER FOR THE SPORTSPLEX OVERFLOW PARKING LOT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.
- 4. CONSIDERATION OF APPROVAL OF THE BUILD GRANT AGREEMENT AND

AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FINAL VERSION AFTER APPROVAL FROM FHWA AND MDOT.

5. CONSIDERATION OF DECLARING 1978 CAT DOZER (SN: 96J5400) AS SURPLUS AND AUCTION ON GOVDEALS WITH PROCEEDS FROM SALE GOING TO STREET DEPARTMENT EQUIPMENT REPLACEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 27, 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. CONSIDERATION OF THE LOWEST QUOTE FOR FINANCING FROM BANKFIRST IN AN AMOUNT OF UP TO \$2,400,000 OVER TEN YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING FEBRUARY OF 2021 AT 1.59% INTEREST FOR THE LEASE PURCHASE OF A KING COBRA AERIAL FIRE TRUCK AND A PUMPER TRUCK WITH VARIOUS REQUIRED EQUIPMENT.

F. FIRE DEPARTMENT

1. UPDATE ON NEW FIRE TRUCKS
2. REQUEST PERMISSION TO ACCEPT A MEMO OF UNDERSTANDING WITH FIREHOUSE SUB TO ACCEPT A 100% NON-MATCHING GRANT IN THE AMOUNT OF \$21,309.65 TO BE UTILIZED FOR THE PURCHASE OF TWO BOATS AND A TRAILER TO ASSIST THE SFD WITH ANY WATER RESCUES OR EMERGENCIES.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER NORRIS AND KALEB HARRIS AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE DEQUAN MONTGOMERY AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE AUSTIN MASK AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE PURCHASE OF CIVIC RECREATION SOFTWARE AT AN INITIAL COST OF \$18,908.00 AND A \$4,500.00 ANNUAL MAINTENANCE FEE FOR THE TWO YEARS THEREAFTER AS A COMPONENT TO EXISTING CITY SOFTWARE.

J. POLICE DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR POLICE MOBILE VIDEO RECORDING AND BODY WORN CAMERA SYSTEMS

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE TWENTY-THREE (23) FRONT LOAD CONTAINERS FROM PLUM CREEK AT OR BELOW THE SOURCE OF SUPPLY BIDS APPROVED SEPTEMBER 1, 2020 FOR A TOTAL COST OF \$14,992.00.
2. REQUEST APPROVAL TO PURCHASE TWO 2020 DODGE RAM 1500 CREW CAB 4X4 TRUCKS FOR A TOTAL OF \$56,348.00 FROM STATE CONTRACT ITEM #070-4852311.
3. REQUEST APPROVAL FOR SANSOM EQUIPMENT COMPANY TO REPLACE THE IMPELLER ON THE FREIGHTLINER SWEEPER AT A COST OF \$5,903.02 INCLUDING PARTS, FREIGHT, LABOR AND SUPPLIES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2004 GMC SIERRA (VIN: 1GTEC14V95Z176105) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A SIMILAR VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST NOT TO EXCEED \$28,000.00.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDED THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2021 THROUGH JUNE 30, 2021 PERIOD.
3. REQUEST AUTHORIZATION TO AWARD THE LOWEST AND BEST BID TO HEMPHILL CONSTRUCTION COMPANY, INC FOR THE REHABILITATION OF THE TRIM CANE LIFT STATION IN THE AMOUNT OF \$346,320.00 WHICH INCLUDED ALTERNATE A (\$32,150.00) WITH ARC PROVIDING A 65% MATCH.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WREN BODY WORK FOR THE PURCHASE OF A TRUCK UTILITY BED FOR THE WATER DIVISION REPLACEMENT TRUCK IN THE AMOUNT OF \$7,704.37.
5. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WREN BODY WORK FOR THE PURCHASE OF A TRUCK UTILITY BED FOR THE WATER DIVISION TRUCK NUMBER 155 IN THE AMOUNT OF \$8,220.52.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM POWER CONNECTION INC IN THE AMOUNT OF \$11,000.00 TO PURCHASE FOUR (4) SEL-2411P PUMP AUTOMATION CONTROLLERS FOR THE WASTEWATER HAWK SCADA SYSTEM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Potential Litigation

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 17, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 30:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 16, 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 November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 16, 2020 work session 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 27, 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 November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 27, 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 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 November 3, 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.

Mayor, D. Lynn Spruill

DATE: November 3, 2020

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION TO COMPENSATE EVERY EMPLOYEE WHO EXPERIENCED A PAY REDUCTION DUE TO A TWENTY PERCENT PAY CUT OR A REDUCTION IN HOURS FROM APRIL 24, 2020 UNTIL JULY 16, 2020, BY GIVING THOSE EMPLOYEES A TWENTY PERCENT INCREASE FOR THE NUMBER OF PAY-PERIODS THEY WERE REDUCED.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to compensate every employee who experienced a pay reduction due to a twenty percent pay cut or a reduction in hours from April 24, 2020 until July 16, 2020, by giving those employees a twenty percent increase for the number of pay-periods they were reduced” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE CITY OF STARKVILLE STREET MAINTENANCE PROGRAM POLICY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Street Maintenance Program Policy” is enumerated, this consent item is thereby approved. (Policy follows this page)

7. CONSIDERATION TO ACCEPT WORK AUTHORIZATION NUMBER 20-01 FROM CLEARWATER CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR THE FAA 2020 AIP PROJECT TO REVIEW THE REPLACEMENT OF EXISTING AWOS EQUIPMENT AND RELATED SITE IMPROVEMENTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept work authorization number 20-01 from Clearwater Consultants, Inc. for engineering services for the FAA 2020 AIP project to review the replacement of existing AWOS equipment and related site improvements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM HOMERUN RENOVATIONS TO UPGRADE THE TERMINAL BUILDING INTERIOR FLOORS AND WALLS IN THE AMOUNT OF \$11,250.00 AT 120 AIRPORT ROAD.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to accept the lowest quote from Homerun Renovations to upgrade the Terminal Building interior floors and walls in the amount of \$11,250.00 at 120 Airport Road, the Board voted as follows:

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

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

STARKVILLE STREET MAINTENANCE PROGRAM POLICY

The Mayor and the Board of Aldermen believe that the city has an obligation to its residents and visitors to provide the safest and most enjoyable experience possible when engaging in business or leisure or travel within our city limits.

The most visible statement of the overall pride in a city comes from its visual impact based on cleanliness and landscaping and quality of the streets. The adoption of this street maintenance policy will in conjunction with the approval of the Complete Streets policy (2017) and the Unified Development Code (2020) and a regional master transportation plan (2021) complete a comprehensive methodology for the future of the street development and maintenance in the City of Starkville.

It is the intent of this policy to provide both an aspirational and achievable goal for maintaining streets through sound fiscal planning and strategic criteria. The specific, timely and financial treatment of street infrastructure has not been subject to a policy directive from the elected body until now.

The Board of Aldermen recognizes that those streets that are most impactful within the city limits are the ones that are most frequently traveled and that are representative of our community by their location and placement of entrances to nodes of business and entertainment. To that end it is the goal of this policy to emphasize that significance and to provide for the overlay and treatment of all roads based on a number of factors outlined in the following narrative and charts.

Overview

The City of Starkville has a comprehensive roadway network of more than 175 miles of streets. The Engineering and Street Department is responsible for the planning, programming and execution of the City's street maintenance program. This entails maintaining all public roadways within the City's jurisdiction limits but does not include private streets, private alleys, state routes maintained by MDOT or roads maintained by Oktibbeha County and Mississippi State University.

The Street Maintenance Program provides the City with an effective strategy to protect the public investment on all public streets and thoroughfares. This program consists of minor reconstruction, resurfacing, overlaying, and other preventative measures of public streets to preserve and extend the life of the pavement. These maintenance measures prevent the City from paying higher costs for more extensive street repairs in the future and helps to extend the life expectancy of the pavement.

This policy will provide guidance for future infrastructure investment prioritization and strategies.

Policy and Program Goals

The City of Starkville's pavement maintenance program and policy goals are to:

- Maintain the road system to provide a safe and functional condition.
- Perform preventative maintenance to streets to delay the need for more costly surface treatments.
- Perform asphalt overlays to rehabilitate streets and extend street service life.
- Implement a long range maintenance strategy that can be consistently funded
- Prioritize roadways based on use, functionality and impact to the community

- Support a program that includes overlay of entire streets rather than partial street overlays whenever possible and when not fiscally possible by identifiable segments leaving the least negative visual impact from partial or segmented overlay projects

Thoroughfare Map and Classification

The City of Starkville will adopt and periodically update the Thoroughfare map which will classify roadways into different categories based on roadway type, use, traffic volumes and vehicle use types. The classification of roadways and their corresponding definitions are:

Principal Arterials. These roadways serve major activity centers, are the highest traffic volume corridors (with the exception of Interstates), have the longest trip demands, carry a high proportion of total urban travel on a minimum amount of mileage and interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban areas and movements through urban areas. Examples of this type of roadway are Highway 12 and Highway 25.

Minor Arterials. Minor Arterials provide service for trips of moderate length at a somewhat lower level of travel mobility, distribute traffic to smaller geographic areas, provide more land access than Principal Arterials without penetrating identifiable neighborhoods and offer connectivity to the higher Arterial system. Examples of this type of roadway are Stark Road, South Montgomery Street, and Garrard Road.

Collector Streets. These facilities provide both land service and traffic movement functions. Collectors serve as intermediate feeders between arterials and local streets and primarily accommodate short distance trips. Since collector streets are not intended to accommodate long through trips, they are generally not continuous for any great length. Examples of this type of roadway are Gillespie Street, Hiwassee Drive, Critz Street.

Local Streets. Consists of all roads not defined as arterials or collectors. Local streets typically support direct access to homes and are generally designed for slow speeds. Examples of this type of roadway are neighborhood streets and low traffic roads.

Based on the October 2020 Thoroughfare Map, the City has approximately the following amounts of roadways based on classification:

Roadway Type	Street Length		Lane Mile Length*	
Principal Arterials**	36.2	Miles	144.8	Miles
Minor Arterials	29.6	Miles	69.3	Miles
Collector Streets	17.9	Miles	35.8	Miles
Local Streets	81.4	Miles	162.9	Miles
Private/ Non-City Owned Streets	11.2	Miles	22.4	Miles
Total	176.3	Miles	435.2	Miles

* A lane mile is a mile of roadway in a single driving lane. The total lane mileage of a highway is found by multiplying the centerline mileage of a road by the number of lanes it has.

** All Principal Arterials located within the City of Starkville are owned and maintained by the Mississippi Department of Transportation.

Pavement Maintenance Strategies

The City will employ various pavement maintenance strategies to maximize the service life of roads with minimal maintenance cost while maintaining and improving traffic safety. These strategies will depend on the roadway type, condition and anticipated loads. Some of those methods are described below.

Maintenance Overlay. One or more layers of hot mix asphalt placed over an existing pavement to restore or increase its load carrying capacity.

Full-Depth Patching. Removal and replacement of a failed segment of pavement to the level of the subgrade or lower in order to restore structural integrity

Milling. Process which removes several inches of existing asphalt which is then replaced with a new layer of asphalt. This treatment is generally used where existing grades need to be maintained such as curb and gutter streets.

Crack Filling. The placement of asphalt or other elastic materials into medium and larger cracks to prevent the intrusion of water and incompressible material.

Slurry Seal. A mixture of emulsified asphalt and fine aggregate used to fill cracks, restore surface texture, and protect aging asphalt surfaces.

Fog Seal. A light application of asphalt emulsion diluted with water and without the addition of any aggregate applied to the surface of asphalt pavements. Fog seals renew aged surfaces, and seal small cracks and surface voids. Research shows that the addition of fog seals to new pavements extends their initial life.

Pavement Maintenance Prioritization

Recommendation of pavement maintenance of streets or street segments is done through a process involving analysis, testing, and engineering staff experience rather than age of roadway.

Prioritize based on condition. Streets are not always prioritized on a “worst first” basis. The pavement maintenance policy’s objective is to keep street segments from falling into the reconstruction category, which typically costs four to five times more per lane mile than rehabilitation. By providing maintenance to a street before it significantly deteriorates, 10 to 20 years of useful life can be added to a street at a substantial cost savings over reconstruction. Once a street has deteriorated to the point that it must be reconstructed, the opportunity for preventive street maintenance is lost. For these reasons, streets that are categorized as overlay projects receive the highest priority for corrective treatment. Reconstruction projects typically require substantial investment and are typically prioritized through Capital Improvement funds.

Further, it is understood that City roadways are constructed differently based on age, methods and materials utilized at the time of construction. The roadway performance over time is directly related to the type and quality of construction. Therefore, pavement testing and analysis should be performed in conjunction with roadway prioritization and maintenance strategies.

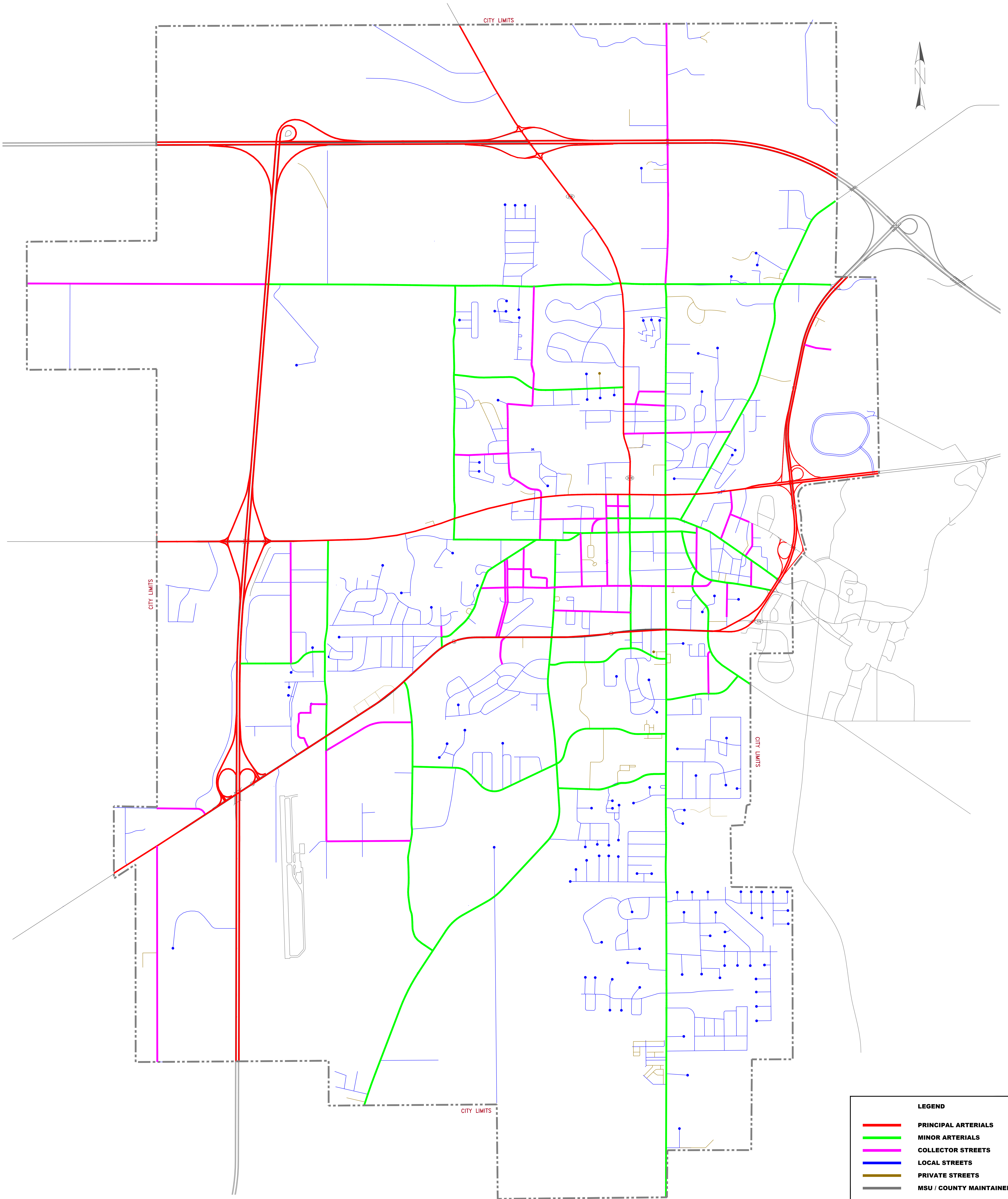
Prioritize based on classification. Roadways that experience the largest amount of traffic incur the most frequent and often the highest loads. These higher classification roadways are used by businesses, the largest number of residents as well as visitors to the community and therefore, should be maintained to a higher level than the lower classification roadways. Frequency of pavement maintenance and the resulting estimated mileage improvement per year should be as follows:

Roadway Type	Overlay Frequency		Lane Miles/ Year		Est. Length/ Year	
Minor Arterials	10	Years	6.9	L. Miles	3.0	Miles
Collector Streets	15	Years	2.4	L. Miles	1.2	Miles
Local Streets	20	Years	8.1	L. Miles	4.1	Miles
Total			17.5	L. Miles	8.2	Miles

Pavement Maintenance Program Funding

In order to develop a proposed funding level needed to complete the pavement maintenance program, several assumptions must be made estimating the projected costs of asphalt, repairs, milling, and striping. These costs should be updated regularly based on current construction prices.

Estimated Roadway asphalt overlay yearly cost	\$ 1,098,688
Estimated Roadway asphalt repair yearly cost	\$ 252,698
Estimated Roadway milling yearly cost	\$ 164,803
Estimated Roadway striping yearly cost	\$ 279,500
Subtotal Yearly Pavement Maintenance	\$ 1,795,690



CITY OF STARKVILLE, MISSISSIPPI

THOROUGHFARE MAP

NOVEMBER 2020

9. CONSIDERATION OF FP 20-07: A REQUEST FOR FINAL PLAT APPROVAL FOR AGGREGATING TWO LOTS INTO ONE AT THE NORTHEAST CORNER OF GUEST DRIVE AND MALLORY LANE IN A C ZONING DISTRICT WITH PARCEL NUMBERS 103A-00-001.43 AND 103A-00-001.42.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-07 a request for Final Plat approval for aggregating two lots into one at the northeast corner of Guest Drive and Mallory Lane in a C zoning district with parcel numbers 103A-00-001.43 and 103A-00-001.42” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE OLD WEST POINT ROAD SIDEWALK 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 November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Old West Point Road Sidewalk Project from Groundstone Construction and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

			BYRUM CONSTRUCTION		GROUNDSTONE CONSTRUCTION	
Clearing and Grubbing	1	LS	\$ 3,599.12	\$ 3,599.12	\$ 1,100.00	\$ 1,100.00
Import Class 9	210	CY	\$ 35.76	\$ 7,509.60	\$ 32.00	\$ 6,720.00
Top Soil	33	CY	\$ 55.55	\$ 1,833.15	\$ 65.00	\$ 2,145.00
Junction Box	1	EA	\$ 2,600.00	\$ 2,600.00	\$ 5,150.00	\$ 5,150.00
12" RCP	6	LF	\$ 148.63	\$ 891.78	\$ 150.00	\$ 900.00
12' RCP End Section	1	EA	\$ 1,349.40	\$ 1,349.40	\$ 1,670.00	\$ 1,670.00
Silt Fence	350	LF	\$ 3.00	\$ 1,050.00	\$ 4.25	\$ 1,487.50
Concrete Sidewalk	300	LF	\$ 29.93	\$ 8,979.00	\$ 25.00	\$ 7,500.00
Concrete Apron	256	SF	\$ 11.74	\$ 3,005.44	\$ 11.00	\$ 2,816.00
Thermoplastic Legend	32	SF	\$ 43.75	\$ 1,400.00	\$ 60.00	\$ 1,920.00
Thermoplastic Crosswalk	108	SF	\$ 13.00	\$ 1,404.00	\$ 30.00	\$ 3,240.00
Detectable Warning Panel	8	SF	\$ 44.85	\$ 358.80	\$ 15.00	\$ 120.00
Concrete Retaining Wall	32	LF	\$ 369.63	\$ 11,828.16	\$ 435.00	\$ 13,920.00
Maintenance of Traffic	1	LS	\$ 4,139.20	\$ 4,139.20	\$ 750.00	\$ 750.00
Mobilization	1	LS	\$ 5,408.00	\$ 5,408.00	\$ 1,000.00	\$ 1,000.00
Solid Sod	424	SY	\$ 7.66	\$ 3,247.84	\$ 6.25	\$ 2,650.00
Saw cut, Full Depth	31	LF	\$ 10.00	\$ 310.00	\$ 15.00	\$ 465.00
Total			\$ 56,109.49		Total	\$ 48,393.50

11. CONSIDERATION OF THE CONSTRUCTION ENGINEERING AND INSPECTION PROPOSAL FROM SPRINGER ENGINEERING FOR THE OLD WEST POINT ROAD SIDEWALK PROJECT 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 November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the construction engineering and inspection proposal from Springer Engineering for the Old West Point Road Sidewalk Project and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE DESIGN SERVICES PROPOSAL FROM NEEL SCHAFER FOR THE SPORTSPLEX OVERFLOW PARKING LOT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the design services proposal from Neel Schaffer for the Sportsplex overflow parking lot and authorizing the Mayor to execute the contract” is enumerated, this consent item is thereby approved.



City of Starkville
ATTN: Edward Kemp, P.E.
110 West Main Street
Starkville, MS 39759

**REFERENCE: ENGINEERING DESIGN SERVICES – STARKVILLE SPORTSPLEX
PHASE 1- PARKING LOT EXPANSION**

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services for the above referenced project. A detailed Scope of Services is attached as Exhibit A. All services 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.

Neel-Schaffer proposes to provide the following services for these hourly, not-to-exceed fees:

- Design \$33,600.00
- Bidding Hourly, As-Needed
- Construction Administration Hourly, As-Needed

NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8. If additional services are requested, the additional work can be billed on an hourly basis using this LMU. We will bill you monthly as work is completed.

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 the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and said 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.

For SM

Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: _____ **DATE:** _____

EXHIBIT A
SCOPE OF SERVICES

PARKING LOT AND SIDEWALK ADDITION DESIGN

1. Up to 3 owner and/or site meetings in order to define, review, and confirm parking lot addition scope.
2. In consultation with the Owner, provide up to 3 site concepts to address parking lot size, access desires, and sidewalk flow/connectivity.
3. All work shall be planned in coordination with the Starkville Sportsplex Masterplan ("Phase 2"), conceptualized by Dalhoff-Thomas Design Group (DTD). Construction phasing and coordination shall be considered as part of this planning and design process.
4. Create plans, details, specifications, and contract documentation necessary to obtain competitive public bids for the parking lot addition (shown below), including grading, drainage, paving, striping, sidewalk, signage, lighting, and landscaping plans. All work shall be confined to within the existing public land.



5. Plans shall utilize existing survey conditions to detail the scope of each improvement. Plans shall also define grading, drainage, and erosion control details for site stability after construction.
6. Specifications shall include front end documents for bidding and general conditions of the work, and technical specifications shall be provided to control the execution of all required scopes.
7. The City of Starkville shall provide a geotechnical report that details the new roadway pavement structure.

The City of Starkville shall:

1. Advertise and distribute construction documentation in order to obtain competitive public bids in accordance to the State of Mississippi public procurement laws.
2. Host a prebid conference (if necessary) in order to detail the scope of the bid to all prospective contractors.
3. Host a bid opening at a City of Starkville dedicated location.
4. Provide a certified review of all bids received and make a judgment to the adequacy of the lowest responsive bidder.
5. Provide and review contract documents for contractor engagement.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

CONSTRUCTION ADMINISTRATION & INSPECTION

The City of Starkville shall:

1. Host a preconstruction conference in order to define the ground rules of construction.
2. Review and process submittals as required for construction.
3. Review and process monthly pay applications from the contractor during construction.
4. Provide final closeout documents for completion.
5. Provide construction oversight to assure the improvement scope is achieved.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

This scope does not anticipate needing and/or does not include:

1. Environmental or ROW permitting (predeveloped/disturbed)
2. Easement or ROW acquisition (public land)
3. Full-Time Resident inspection during construction
4. Final as-builts
5. Weekly or monthly construction meetings
6. Construction layout or testing
7. Geotechnical Investigation (provided by the Owner)
8. Boundary or Topographic Survey (already performed)
9. Phase 2 planning or design services

EXHIBIT B
NEEL-SCHAFER, 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

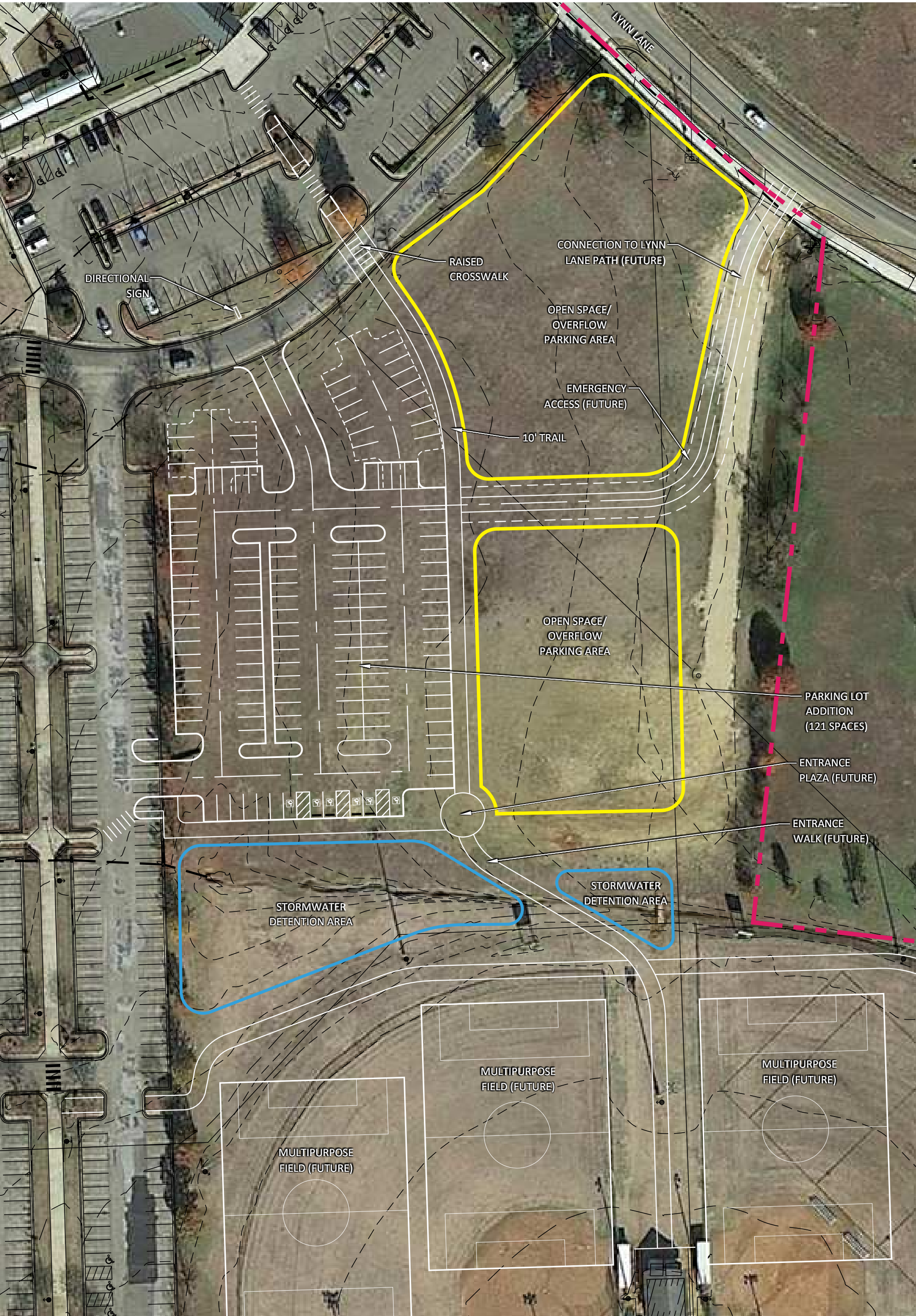
13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the 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.

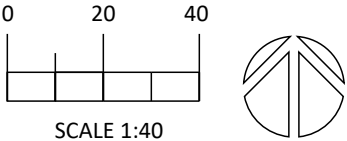
17. **Risk Allocation.** N/A
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with 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.



STARKVILLE SPORTSPLEX
PARKING CONCEPT-01



13. CONSIDERATION OF APPROVAL OF THE BUILD GRANT AGREEMENT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FINAL VERSION AFTER APPROVAL FROM FHWA AND MDOT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF DECLARING 1978 CAT DOZER (SN: 96J5400) AS SURPLUS AND AUCTION ON GOVDEALS WITH PROCEEDS FROM SALE GOING TO STREET DEPARTMENT EQUIPMENT REPLACEMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of declaring 1978 CAT Dozer (SN: 96J5400) as surplus and auction on Govdeals with proceeds from sale going to Street Department equipment replacement” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE LOWEST QUOTE FOR FINANCING FROM BANKFIRST IN AN AMOUNT OF UP TO \$2,400,000 OVER TEN YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING FEBRUARY OF 2021 AT 1.59% INTEREST FOR THE LEASE PURCHASE OF A KING COBRA AERIAL FIRE TRUCK AND A PUMPER TRUCK WITH VARIOUS REQUIRED EQUIPMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote for financing from BankFirst in an amount of up to \$2,400,000 over ten years to be made quarterly in advance beginning February of 2021 at 1.59% interest for the lease purchase of a King Cobra Aerial Fire Truck and a Pumper Truck with various required equipment” is enumerated, this consent item is thereby approved.

Four quotes were received:	<u>Ten Years:</u>	<u>Twelve Years:</u>
	Regions Equipment Finance – 2.15%	2.29%
	Leasing 2, Inc. – 1.78%	1.91%
	Trustmark Bank -1.86%	2.03%
	Bank First – 1.59%	1.64%

16. CONSIDERATION OF PERMISSION TO ACCEPT A MEMO OF UNDERSTANDING WITH FIREHOUSE SUB TO ACCEPT A 100% NON-MATCHING GRANT IN THE AMOUNT OF \$21,309.65 TO BE UTILIZED FOR THE PURCHASE OF TWO BOATS AND A TRAILER TO ASSIST THE SFD WITH ANY WATER RESCUES OR EMERGENCIES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept a Memo of Understanding with Firehouse Sub Grant to accept a 100 % 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.



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

November 2, 2020

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **City of Starkville, on behalf of Starkville Fire Department, Starkville, MS** for **\$21,308.00** to be used toward the direct purchase of **Two Inflatable Rescue Boats, Two 30hp Motors, Trailer, SCUBA Equipment & Accessories.**

City of Starkville, on behalf of Starkville Fire Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
3. **Purchase** the equipment on Approved Quote #Q4201029923 from NAFECO
4. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - OR**
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
6. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Return Excess Funds within 90 days of purchase to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
7. If purchases exceed funding, **City of Starkville, on behalf of Starkville Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2021.

Robin Peters

Firehouse Subs Public Safety Foundation

Charles Yarbrough

City of Starkville, on behalf of Starkville Fire Department Representative

Charles Yarbrough

City of Starkville, on behalf of Starkville Fire Department Representative Name (Print)

Date

11-2-2020

Date

11-2-2020

Date

17. CONSIDERATION TO HIRE CHRISTOPHER NORRIS AND KALEB HARRIS AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Norris and Kaleb Harris as Apprentice Linemen in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. AUTHORIZATION TO HIRE DEQUAN MONTGOMERY AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Dequan Montgomery as a Maintenance Worker for the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

19. AUTHORIZATION TO HIRE AUSTIN MASK AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Austin Mask as a Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE PURCHASE OF CIVIC RECREATION SOFTWARE AT AN INITIAL COST OF \$18,908.00 AND A \$4,500.00 ANNUAL MAINTENANCE FEE FOR THE TWO YEARS THEREAFTER AS A COMPONENT TO EXISTING CITY SOFTWARE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of Civic Recreation Software at an initial cost of \$18,908.00 and a \$4,500.00 annual maintenance fee for the two years thereafter as a component to existing city software” is enumerated, this consent item is thereby approved.

21. REQUEST APPROVAL TO ADVERTISE FOR POLICE MOBILE VIDEO RECORDING AND BODY WORN CAMERA SYSTEMS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for police mobile video recording and body worn camera systems” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO PURCHASE TWENTY-THREE (23) FRONT LOAD CONTAINERS FROM PLUM CREEK AT OR BELOW THE SOURCE OF SUPPLY BIDS APPROVED SEPTEMBER 1, 2020 FOR A TOTAL COST OF \$14,992.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase twenty-three (23) Front Load Containers from Plum Creek at or below the Source of Supply bids approved September 1, 2020 for a total cost of \$14,992.00” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO PURCHASE TWO 2020 DODGE RAM 1500 CREW CAB 4X4 TRUCKS FOR A TOTAL OF \$56,348.00 FROM STATE CONTRACT ITEM #070-4852311.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase two new, 2020 RAM 1500 Crew Cab 4x4 trucks for a total of \$56,348.00 at State Contract item #070-4852311” is enumerated, this consent item is thereby approved.

24. REQUEST APPROVAL FOR SANSOME EQUIPMENT COMPANY TO REPLACE THE IMPELLER ON THE FREIGHTLINER SWEEPER AT A COST OF \$5,903.02 INCLUDING PARTS, FREIGHT, LABOR AND SUPPLIES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Sansom Equipment Company to replace the impeller on the Freightliner Sweeper at a cost of \$5,903.02 including parts, freight, labor and supplies” is enumerated, this consent item is thereby approved.

25. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2004 GMC SIERRA (VIN: 1GTEC14V95Z176105) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A SIMILAR VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST NOT TO EXCEED \$28,000.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 2004 GMC Sierra (vin: 1GTEC14V95Z176105) pickup truck as surplus and to auction on GovDeals, and authorization to purchase a similar vehicle replacement from state contract at a cost not to exceed \$28,000.00” is enumerated, this consent item is thereby approved.

26. REQUEST APPROVAL TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2021 THROUGH JUNE 30, 2021 PERIOD.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2021 through June 30, 2021 period” is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO AWARD THE LOWEST AND BEST BID TO HEMPHILL CONSTRUCTION COMPANY, INC FOR THE REHABILITATION OF THE TRIM CANE LIFT STATION IN THE AMOUNT OF \$346,320.00 WHICH INCLUDED ALTERNATE A (\$32,150.00) WITH ARC PROVIDING A 65% MATCH.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to award the lowest and best bid to Hemphill Construction Company, INC for the rehabilitation of the Trim Cane lift station in the amount of \$346,320.00 which included Alternate A (\$32,150.00)” is enumerated, this consent item is thereby approved.

28. REQUEST APPROVAL OF LOWEST QUOTE FROM WREN BODY WORK FOR THE PURCHASE OF A TRUCK UTILITY BED FOR THE WATER DIVISION REPLACEMENT TRUCK IN THE AMOUNT OF \$7,704.37.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote from Wren Body Work for the purchase of a truck utility bed for the Water Division replacement truck in the amount of \$7,704.37” is enumerated, this consent item is thereby approved.

Two quotes received: Wren - \$7,704.37 and Knapheide - \$8,790.00

29. REQUEST APPROVAL OF LOWEST QUOTE FROM WREN BODY WORK FOR THE PURCHASE OF A TRUCK UTILITY BED FOR THE WATER DIVISION TRUCK NUMBER 155 IN THE AMOUNT OF \$8,220.52.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote from Wren Body Work for the purchase of a truck utility bed for the Water Division truck number 155 in the amount of \$8,220.52” is enumerated, this consent item is thereby approved.

Two quotes received: Wren - \$8,220.52 and H and H - \$8,950.00

30. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM POWER CONNECTION INC IN THE AMOUNT OF \$11,000.00 TO PURCHASE FOUR (4) SEL-2411P PUMP AUTOMATION CONTROLLERS FOR THE WASTEWATER HAWK SCADA SYSTEM.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, and adopted by the Board to approve the November 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Power Connection Inc in the amount of \$11,000.00 to purchase four (4) SEL-2411P Pump automation controllers for the Wastewater Hawk Scada system” is enumerated, this consent item is thereby approved.

Two Quotes Received: Power Connection -\$11,000.00 and WESCO - \$11,580.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted that the election polls were open until 7 pm and anyone that had not voted is encouraged to go vote within the next hour. She offered condolences to the family of former Mayor Dan Camp.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked the Police Chief to comment on sign theft and what fines and penalties these we for those charged. Chief Ballard briefly explained the charges and how they are processed.

Alderman Sistrunk noted that while City sales tax is holding stable, the City's financial picture will depend in large part on the next few months and how the decline in College football tourism will effect sales tax.

Alderman Vaughn thanked Meadowview Church and Alderman Carver for their work at the local parks recently.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Camp family for helping him after his 2005 accident. He asked that someone look at the pole on Word Street behind Vowell’s Market. He felt it is too close to the sidewalk and road.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 20-18: FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT TO BE CONSTRUCTED AT 209 WINTERSET DRIVE IN A SD-2 ZONE WITH PARCEL NUMBER 102O-00-065.00.

City Planner Daniel Havelin presented SE 20-18: for a Special Exception to allow for an Accessory Dwelling Unit to be constructed at 209 Winterset Drive in a SD-2 zone with parcel number 102O-00-065.00.

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

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

31. CONSIDERATION OF SE 20-18: FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT TO BE CONSTRUCTED AT 209 WINTERSET DRIVE IN A SD-2 ZONE WITH PARCEL NUMBER 102O-00-065.00.

Alderman Vaughn, duly seconded by Alderman Walker, offered a motion to approve SE 20-18 for a Special Exception to allow for an Accessory Dwelling Unit to be constructed at 209 Winterset Drive in a SD-2 zone with parcel number 102O-00-065.00. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF VA 20-11 A REQUEST FOR A VARIANCE FROM THE REQUIREMENT THAT PLAYGROUNDS ASSOCIATED WITH A DAY CARE SHALL BE LOCATED BEHIND THE FRONT BUILDING LINE IN THE REAR YARD OR SIDE YARD FOR A PROPERTY LOCATED AT 732 WHITFIELD STREET WITHIN A CN ZONING DISTRICT WITH PARCEL NUMBER 102C-00-118.00.

City Planner Daniel Havelin presented VA 20-11: a request for a variance from the requirement that playgrounds associated with a day care shall be located behind the front building line in the rear yard or side yard for a property located at 732 Whitfield Street within a CN zoning district with parcel number 102C-00-118.00. The applicant is wishing to add a canopy cover to the fenced-in play area and grass turf inside the fenced-in area which constitutes an expansion of a nonconforming site feature.

Mayor Spruill opened the Public Hearing and called for public comments. The applicant, Martisa Francis, addressed the Mayor and Board stating she appreciated their consideration of the request for upgrades she felt were needed for safety. There being no additional comments from the public, the Mayor announced the public hearing closed.

32. CONSIDERATION OF VA 20-11: A REQUEST FOR A VARIANCE FROM THE REQUIREMENT THAT PLAYGROUNDS ASSOCIATED WITH A DAY CARE SHALL BE LOCATED BEHIND THE FRONT BUILDING LINE IN THE REAR YARD OR SIDE YARD FOR A PROPERTY LOCATED AT 732 WHITFIELD STREET WITHIN A CN ZONING DISTRICT WITH PARCEL NUMBER 102C-00-118.00.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to approve VA 20-11: a request for a variance from the requirement that playgrounds associated with a day care shall be located behind the front building line in the rear yard or side yard for a property located at 732 Whitfield Street within a CN zoning district with parcel number 102C-00-118.00 with two conditions:

1. The applicant shall be required to add the addition of a screen to the fenced in area that is visible from the right-of-way to meet the intent of the additional use standards for that use which require it to fully screen the play and recreation area.
2. The applicant shall submit plans for the canopy structure for Architectural Review and approval prior to obtaining building permits.

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 VA 20-12: A REQUEST FOR A VARIANCE FROM THE SIDE YARD SETBACK REQUIREMENT FOR A CORNER LOT IN ORDER TO PLACE A CARPORT ON THE SUBJECT PROPERTY LOCATED AT 701 ROUNDHOUSE ROAD WITHIN A RN ZONING DISTRICT WITH PARCEL NUMBER 118A-00-039.00.

City Planner Daniel Havelin presented VA 20-12: a request for a variance from the side yard setback requirement for a corner lot in order to place a carport on the subject property located at 701 Roundhouse Road within a RN zoning district with parcel number 118A-00-039.00. The applicant is proposing to place a carport on the eastern side of the property. However, the existing house is currently only +-41 feet from the property line. The proposed structure is 16 feet wide. The side setback adjacent to a street in a RN zoning district is 40 feet. The applicant is requesting to reduce the side setback adjacent to the street to 24 feet to allow for the placement of the carport on the east side of the house.

Mayor Spruill opened the Public Hearing and called for public comments. The applicant, Anne Burchfield, was present and thanked the Mayor and Board for their consideration of her request. There being no additional comments from the public, the Mayor announced the public hearing closed.

33. CONSIDERATION OF VA 20-12: A REQUEST FOR A VARIANCE FROM THE SIDE YARD SETBACK REQUIREMENT FOR A CORNER LOT IN ORDER TO PLACE A CARPORT ON THE SUBJECT PROPERTY LOCATED AT 701 ROUNDHOUSE ROAD WITHIN A RN ZONING DISTRICT WITH PARCEL NUMBER 118A-00-039.00.

Alderman Sistrunk, duly seconded by Alderman Perkins, offered a motion to approve VA 20-12: a request for a variance from the side yard setback requirement for a corner lot in order to place a carport on the subject property located at 701 Roundhouse Road within a RN zoning district with parcel number 118A-00-039.00.

The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 108 TANGLEWOOD DRIVE WITH PARCEL NUMBER 117E-00-053.00 AND 203 MCKINLEY STREET WITH PARCEL NUMBER 102B-00-037.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Dr. Simon Kim presented consideration under Miss. Code Ann. § 21-19-11 as to determine whether the properties located at 108 Tanglewood Drive with the parcel number 117E-00-053.00 and 203 McKinley Street with the parcel number 102B-00-037.00 are menaces to the public health, safety, and welfare of the community.

Mayor Spruill opened the Public Hearing and called for public comments. There being no comments the Mayor announced the public hearing closed.

34. CONSIDERATION OF WHETHER THE PROPERTIES LOCATED AT 108 TANGLEWOOD DRIVE WITH PARCEL NUMBER 117E-00-053.00 AND 203 MCKINLEY STREET WITH PARCEL NUMBER 102B-00-037.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion finding the properties located at 108 Tanglewood Drive with parcel number 117E-00-053.00 and 203 McKinley Street with parcel number 102B-00-037.00 to be menaces to the public health, safety, and welfare of the community. 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.

35. CONSIDERATION OF THE APPROVAL OF TWO RESOLUTIONS TO REQUEST FUNDING FROM THE MISSISSIPPI STATE LEGISLATURE FOR THE PURPOSE OF CONSTRUCTING A NEW STARKVILLE-OKTIBBEHA COUNTY LIBRARY AND TO EXTEND HOSPITAL ROAD TO THE WEST AND EXTEND AND WIDEN AND IMPROVE STARK ROAD TO THE NORTH.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to approve two Resolutions to request funding from the Mississippi State Legislature for the purpose of constructing a new Starkville-Oktibbeha County library and to extend Hospital Road to the west and extend and widen and improve Stark Road to the north.

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.

**RESOLUTION OF THE CITY OF STARKVILLE SEEKING FUNDING LEGISLATION
TO EXPAND HOSPITAL ROAD TO CONNECT TO HIGHWAY 25 AND STARK
ROAD TO CONNECT HOSPITAL ROAD TO OPEN AREAS FOR DEVELOPMENT IN
WEST STARKVILLE**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. There is a need for greater and more direct and immediate access to Oktibbeha County Hospital as the existing hospital and emergency healthcare provider serving both the City of Starkville and Oktibbeha County; and
2. The connection from Highway 25 to the existing Hospital Road is potentially available through as yet undeveloped property offering better access to the citizens of west Starkville and Oktibbeha County; and
3. There is a further need for the existing Stark Road to be improved and extended to connect to the proposed Hospital Road furthering opportunities for easier and more direct access to health care through less circuitous means from Highway 12 to those residents and businesses located in the south and west side of the City of Starkville and Oktibbeha County; and
4. The opportunity for the property that would expand these roads to be donated to the City for this project is great and would have the added benefit of opening up as yet undeveloped and underdeveloped property for both commercial and residential economic growth on the western side of Starkville; and
5. With the expansion of recreation opportunities through Cornerstone Park currently under development and expected to be open in early 2022, this would offer growth and development incentives for that undeveloped area along the existing Highway 25 bypass as well as provide greater and more immediate access to critical health care services for that developing area; and
6. With easier access to emergency healthcare coupled with corresponding opportunities for economic expansion in the areas this is of great community wide benefit to the City of Starkville and Oktibbeha County.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to request funding for this community project through authorization through the Legislature of the State of Mississippi.

After discussion, Alderman Vaughn moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Beatty the resulting vote was as follows:

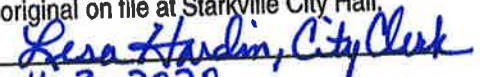
Alderman Ben Carver
Alderman Sandra Sistrunk
Alderman David Little
Alderman Jason Walker
Alderman Hamp Beatty
Alderman Roy A.' Perkins
Alderman Henry Vaughn

Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 3rd day of November, 2020.


D. Lynn Spruill
Mayor, City of Starkville, Mississippi

I hereby certify this to be a true and correct copy
of the original on file at Starkville City Hall.


Date: 11-3-2020
Minute Book: 66 Page: _____

**RESOLUTION OF THE CITY OF STARKVILLE SEEKING FUNDING LEGISLATION
TO PURCHASE LAND AND CONSTRUCT A NEW STATE OF THE ART CITY OF
STARKVILLE AND OKTIBBEHA COUNTY LIBRARY**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. A public library is central to an educated, informed and productive community; and
2. A library should fulfill many functions. It serves as a meeting place, an educational resource and an enhancement of a quality of life that brings the entire community together; and
3. The fact that Oktibbeha County is challenged by having a high poverty rate and that of those low-income households 29% do not have a smartphone, 46% do not have a computer and 64% do not have a tablet to access information and job opportunities and educational opportunities speaks to the need for a central place to access those resources; and
4. The City of Starkville's existing library located at 326 University Drive is approximately 60 years old and was constructed when the City of Starkville's population was recorded a 9,041 and now the library experiences over 10,000 trips per month; and
5. The age and construction of the building have been determined to create maintenance and capital improvement costs that are significant and growing and the expansion will require more land to meet the current and future growth as a city civic center; and
6. The requirements and needs of a community library have changed dramatically in the past six decades to the extent that the existing library no longer meets the needs of the people of the City of Starkville or Oktibbeha County; and
7. The needs are not currently being met by the design and configuration of the space provided or the accessibility access for disabled patrons; and
8. The current status of the Oktibbeha County library does not meet state accreditation standards.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to request funding for this community project through authorization through the Legislature of the State of Mississippi.

After discussion, Alderman Vaughn moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Beatty the resulting vote was as follows:

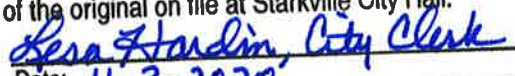
Alderman Ben Carver
Alderman Sandra Sistrunk
Alderman David Little
Alderman Jason Walker
Alderman Hamp Beatty
Alderman Roy A.' Perkins
Alderman Henry Vaughn

Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 3rd day of November, 2020.



D. Lynn Spruill
Mayor, City of Starkville, Mississippi

I hereby certify this to be a true and correct copy
of the original on file at Starkville City Hall.

Date: 11-3-2020
Minute Book: 66 Page: _____

36. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 27, 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	\$ 331,289.22
Restricted Police Fund	002	102,047.81
Airport Fund	015	40,669.09
Restricted Airport	016	1,900.00
Sanitation	022	78,993.49
Computer Assessments	107	175.00
Industrial Park Bond	303	24,512.91
Public Improvement Bond	319	229.16
Park Improvement Bonds	380	155.82
Trust & Agency	610	16,185.63
Economic Dev, Tourism, Conv	630	99,309.10
Sub Total Before Utilities		\$ 695,467.23
Utilities Dept.	SED	406,507.62
Total Claims	Total	\$1,101,974.85

37. NEW FIRE TRUCK UPDATES

Chief Yarbrough thanked the Mayor and Board for allowing the Fire Department to order these new trucks. They are 95% complete and should be dedicated the second week of December. They will be a much needed upgrade for the safety of the Starkville citizens.

38. CONSIDERATION TO AUTHORIZE THE CITY ATTORNEY TO INSTITUTE EMINENT DOMAIN PROCEEDINGS TO OBTAIN ANY REMAINING AND NECESSARY HOLDOUT PROPERTY INTERESTS RELATED TO THE OLD WEST POINT ROAD BRIDGE REPLACEMENT PROJECT NO. 19052, AND TO WIDEN THE RIGHT OF WAY OF GARRARD ROAD TO PROVIDE A SIDEWALK AND BUS STOP ALONG GARRARD ROAD ADJACENT TO ROLLING HILLS SUBDIVISION TO IMPROVE THE CITY'S PUBLIC UTILITY TRANSPORTATION SERVICES.

Upon the motion of Alderman Little, seconded by Alderman Sistrunk, to authorize the City Attorney to institute eminent domain proceedings to obtain any remaining and necessary holdout property interests related to the Old West Point Road Bridge Replacement Project No. 19052, and to widen the right of way of Garrard Road to provide a sidewalk and bus stop along Garrard Road adjacent to Rolling Hills Subdivision to improve the City's public utility transportation services, 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.

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: 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
November 13, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 13, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Hamp Beatty, Alderman Henry Vaughn, Sr., City Attorney Chris Latimer and City Clerk Lesa Hardin. Alderman Roy A'. Perkins attended telephonically.

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.

Mayor Spruill welcomed Joe Max Higgins, Golden Triangle LINK CEO, who provided an update on projects in Starkville, the Golden Triangle and North Star Industrial Park.

The Mayor and members of the Board discussed items on the upcoming November 13, 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

November 13, 2020

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. BRIEFING BY JOE MAX HIGGINS OF GTR LINK ON THE PROJECTS IN STARKVILLE AND THE GOLDEN TRIANGLE**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 17, 2020, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 13, 2020**

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

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-1-20
PAGE: 1 of 48

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

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

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
November 17, 2020**

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

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 Carver asked to add XI, Airport Department, Item A.1, QTPod Agreement, 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 Beatty offered a motion, duly seconded by Alderman Vaughn, to approve the November 17, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

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

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE 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 QTPOD 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.

Consent items 2 – 21:

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 6, 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 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 20, 2020 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 OCTOBER 30, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 30, 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 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).

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

6. 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.

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

**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

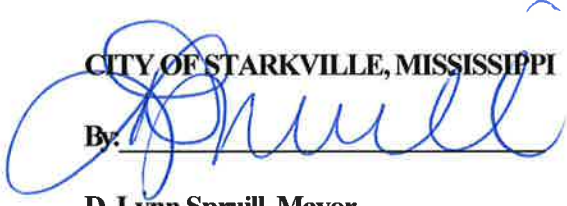
Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

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 17th 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:			\$ 15,363.00
TOTAL:	\$ 101.81	135	\$ 4,581.45				
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.

7. CONSIDERATION OF APPROVAL TO ENTER INTO A FIVE YEAR BASE ACCESS SERVICE PLAN WITH QTPOD 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. (Service agreement on following page)

8. 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 OF HUNTINGTON DRIVE IN A SD-6 ZONING DISTRICT PARCEL NUMBER 105-15-003.04 WITH CONDITIONS AS RECOMMENDED.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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 of Huntington Drive in a sd-6 zoning district parcel number 105-15-003.04 with 5 recommended conditions” is enumerated, this consent item is thereby approved.

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.

9. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Lincoln Green Sidewalk Project from Groundstone Construction in the amount of \$15,422.50 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone - \$ 15,422.50 and Byrum Construction – \$ 28,666.50

10. 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.

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

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 Starkville

By: _____

By: _____

Name: _____

Name: D. Lynn Spruill

Title: _____

Title: Mayor 11-17-20

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%

11. CONSIDERATION OF OCTOBER, 2020 FINANCIAL STATEMENTS.

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

12. CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH SADA SYSTEMS, INC. FOR USE OF THE GOOGLE MAPS PLATFORM.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with SADA Systems, Inc. for use of the Google Maps Platform” is enumerated, this consent item is thereby approved.
(The SADA agreement follows this page)

13. CONSIDERATION TO AWARD CORNERSTONE PARK FIELD INSTALLATION TO LOWEST BIDDER, SPORTS CONTRACTORS UNLIMITED LLC, IN THE AMOUNT OF \$2,685,960.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to award Cornerstone Park Field Installation to Sports Contractors Unlimited LLC in the amount of \$2,685,960.00, the lowest bid” is enumerated, this consent item is thereby approved. (The certified bid tab follows the SADA agreement)

14. CONSIDERATION TO PURCHASE TOUCHLESS BATHROOM EQUIPMENT FROM THE LOWEST BIDDER, FERGUSON ENTERPRISES, OF \$34,152.73.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase touchless bathroom equipment from the lowest quote, Ferguson Enterprises of Starkville, in the amount of \$34,152.73” is enumerated, this consent item is thereby approved.

Two Quotes Received: Ferguson LLC - \$ 34,152.73 and Southern Pipe - \$ 34,917.40

15. CONSIDERATION OF AUTHORIZATION TO CONTRACT WITH NEEL-SCHAFER TO DO A 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to contract with Neel-Schaffer to do a final post construction as-built survey not to exceed \$9,700 to verify completion of Phase I and provide a base map for the next phase of work” is enumerated, this consent item is thereby approved.
(The Neel-Schaffer agreement follows the field installation bid tabulation)

16. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 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 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” is enumerated, this consent item is thereby approved.

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.

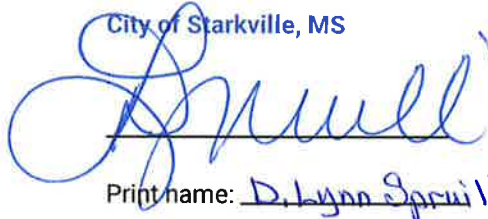
SADA Systems, Inc.

Print name: _____

Print title: _____

Effective Date: _____

City of Starkville, MS



Print name: D. Lynn Spruill

Print title: Mayer

Date: 11-17-2020

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	100,00 to 500,000	500,00 to 1,000,000	1,000,0 to 5,000,000	5,000,0 to 10,000,000	10,000, to 20,000,000	20,000, 001 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

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

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											

Base Bid + Alternate 1 + Alternate 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

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:


Mayor 11-17-20

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

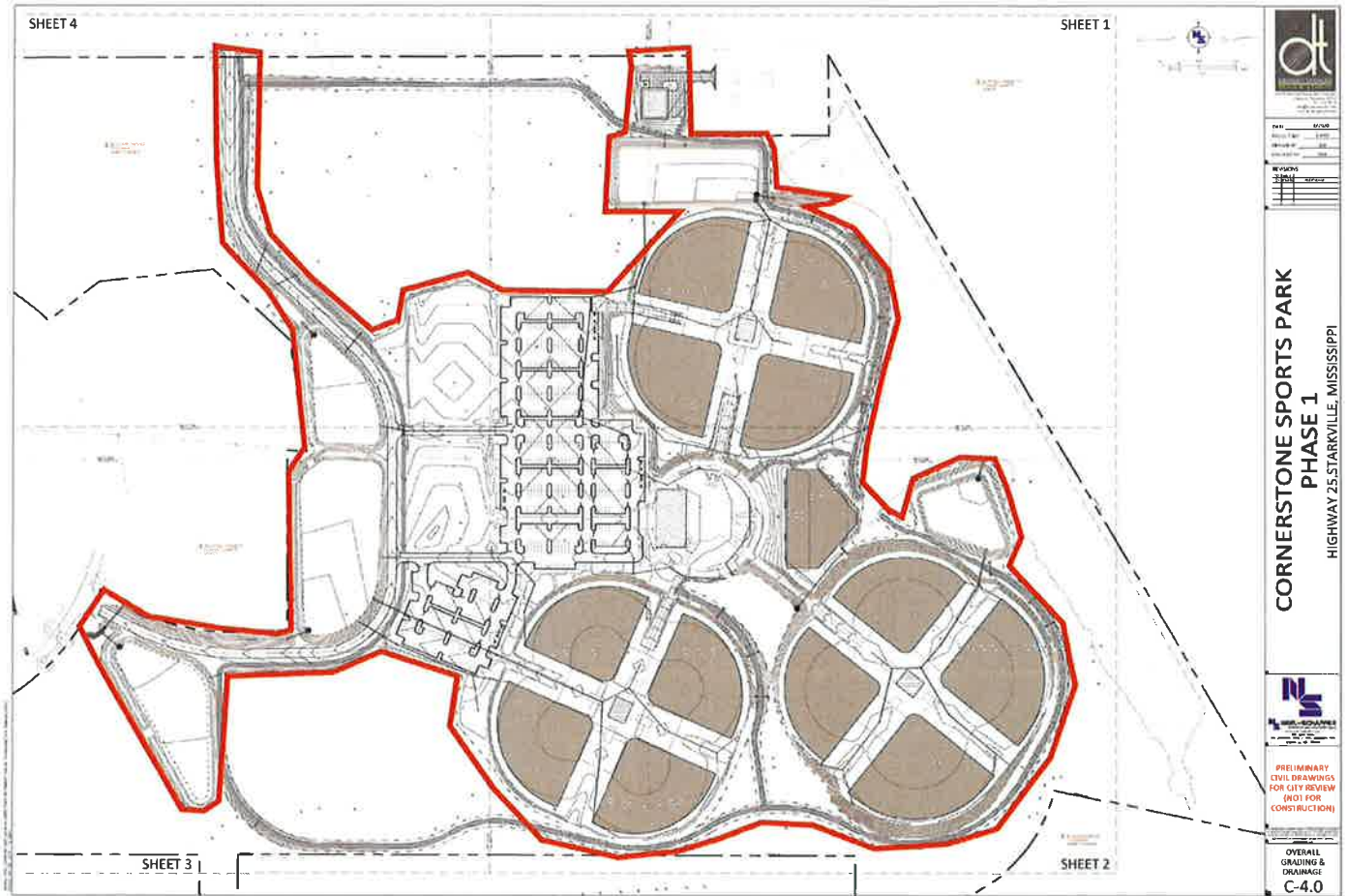


EXHIBIT B
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

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.

17. 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.

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

18. REQUEST AUTHORIZATION 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.

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

19. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 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 \$33,592.68 for the repair of the Electric Division Truck 38” is enumerated, this consent item is thereby approved.

Two quotes received: Altec- Birmingham \$33,592.68 and Altec – Jacksonville \$33,987.18

20. 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.

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

Two quotes received: Covington - \$9,500.00 and CUES - \$9,654.21

21. REQUEST AUTHORIZATION TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) ENHANCED SECURITY DEPOSIT AGREEMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to adopt the amendment to the Tennessee Valley Authority (TVA) Enhanced Security Deposit agreement” is enumerated, this consent item is thereby approved.

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.

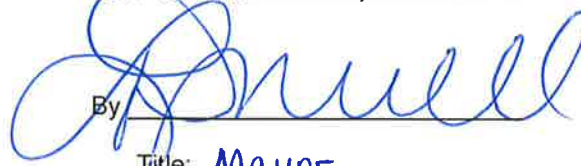
(e) Notices - Any claims or notices required under this Agreement must be sent in writing to the contact listed in the Power Contract and shall be effective on the day on which it is actually received by the other party in person, by U.S. Mail, by other nationally recognized delivery service, or by e-mail 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: Mayor

Date: 11-17-20

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wished everyone a Happy and Safe Thanksgiving on behalf of the City of Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Little announced he will not be seeking re-election in 2021.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that someone speak with him about the recent legalization of medical marijuana. He also commended the Mayor and Board of their work during the past eight months of Covid.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS: None

22. 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).

Upon the motion of Alderman Vaughn, seconded by Alderman Beatty, to call for the 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, 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.

23. 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 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. 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	\$ 198,524.94
Airport Fund	015	4,027.35
Airport Fund Restricted	016	18,280.00
Sanitation	022	48,154.16
Industrial Park Bond	303	1,900.00
Public Improvement Bond	319	238,299.15
Park and Rec - Tourism	375	4,278.50
Park Improvement Bonds	380	537,202.94
Sub Total Before Utilities		\$1,050,667.04
Utilities Dept.	SED	2,708,416.18
Total Claims	Total	\$3,759,083.22

24. MOTION TO ADJOURN UNTIL DECEMBER 1, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until December 1, 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)



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.

"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 its primary business purpose, promotes the sale and use of tobacco-based cigars and/or hookahs on its premises and is equipped with an air filtration system that scrubs the air and addresses air quality and the removal of such smoke. Primary business purpose means that the sale of tobacco-based cigars and/or hookahs on the premises constitutes more than 50 percent of the total annual gross sales.

"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 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 Declaration 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.

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



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 1, 2020

PAGE: 1 of 2

SUBJECT: Consideration of extending the Proclamation of a Local Emergency in response to the COVID-19 pandemic for the purposes of the protection of the health, safety and welfare of the City of Starkville and her residents.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: This continuing proclamation allows the City to continue to be reimbursed for the expenses related to the emergency nature of the pandemic as we continue to respond to the needs of the community through our police power and use of city resources in response on a daily basis.

AUTHORIZATION HISTORY: This proclamation was passed on March 17 and has been extended every 30 days in response to the ongoing need for city resources to react to the needs of the community in relation to the virus and its continued impact through Governor's executive orders and otherwise.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Lesa Hardin

SUGGESTED MOTION:

Move approval of extending the proclamation of an emergency in the City of Starkville in response to the ongoing threat of the COVID-19 virus and the Governor's executive orders.

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: December 1, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: December 01, 2020
Page: 1

SUBJECT:

Consideration of approval of the 2021 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the City may designate such additional days as paid holidays for eligible employees and the 2021 Sanitation Holiday Trash Pickup Schedule.

	2021 Holiday Schedule	
New Year's Day	1st of January	Friday, January 1, 2021
Martin Luther King Jr.	3rd Monday in January	Monday, January 18, 2021
President's Day	3rd Monday in February	Monday, February 15, 2021
Good Friday	Friday before Easter	Friday, April 2, 2021
Memorial Day	Last Monday in May	Monday, May 31, 2021
Independence Day	4th of July	Monday, July 5, 2021
Labor Day	1st Monday in September	Monday, September 6, 2021
Veterans Day	2nd Wednesday in November	Thursday, November 11, 2021
Thanksgiving Holidays	Thanksgiving Day& Day After	Thursday, November 25, 2021 & Friday, November 26, 2021
Christmas Holidays	Christmas Eve & Christmas Day	Friday, Dec 24 & Monday, Dec 27, 2021

REQUESTING DEPARTMENT:

Board of Aldermen

DIRECTOR'S AUTHORIZATION:

Board of Aldermen

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the 2021 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the City may designate such additional days as paid holidays for eligible employees.

ENVIRONMENTAL SERVICES DEPARTMENT

2021 HOLIDAY COLLECTION SCHEDULE

OBSERVED HOLIDAY	DATE	GARBAGE COLLECTION AFTER HOLIDAY
New Year's Day	Friday, January 1, 2021	RESUME REGULAR SCHEDULE ON MONDAY, JANUARY 4, 2021
Martin Luther King Jr.	Monday, January 18, 2021	TUESDAY FOLLOWING HOLIDAY: CITYWIDE COLLECTION ALL GARBAGE WILL BE COLLECTED TUESDAY
Good Friday	Friday, April 2, 2021	MONDAY FOLLOWING HOLIDAY: RESUME REGULAR SCHEDULE Monday's Garbage Collection ONLY
Memorial Day	Monday, May 31, 2021	TUESDAY FOLLOWING HOLIDAY: CITYWIDE COLLECTION ALL GARBAGE WILL BE COLLECTED TUESDAY
Independence Day	Monday, July 5, 2021	TUESDAY FOLLOWING HOLIDAY: RESUME REGULAR SCHEDULE TUESDAY'S Garbage Collection ONLY
Labor Day	Monday, September 6, 2021	TUESDAY FOLLOWING HOLIDAY: CITYWIDE COLLECTION ALL GARBAGE WILL BE COLLECTED TUESDAY
Veteran's Day	Thursday, November 11, 2021	FRIDAY FOLLOWING HOLIDAY: CITYWIDE COLLECTION ALL GARBAGE WILL BE COLLECTED TUESDAY
Thanksgiving's Day	Thursday & Friday November 25 & 26, 2021	MONDAY FOLLOWING HOLIDAY: RESUME REGULAR SCHEDULE Monday's Garbage Collection ONLY
Christmas' Day	Friday December 24 Monday, December 27	TUESDAY FOLLOWING HOLIDAY: CITYWIDE COLLECTION ALL GARBAGE WILL BE COLLECTED TUESDAY

REGULAR COLLECTION SCHEDULES: [Schedule 1](#) - garbage collected on Monday & Thursday, [Schedule 2](#)- garbage collected on Tuesday & Friday,. [Schedule 1 and 2](#). CITYWIDE COLLECTION- ALL garbage will be collected for [Schedule 1 and 2](#).

Revised By: mmj 11/20/2019



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12/01/2020
PAGE: 1

SUBJECT: Starkville Babylon Road Sewer – CDBG
Section 3 Plan Resolution

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078; Starkville Utilities

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Mayor's Office

DIRECTOR'S
AUTHORIZATION:

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF A SECTION 3 PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT."

**SECTION 3 PLAN RESOLUTION
CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville has submitted a Community Development Block Grant (CDBG) application for possible 2020 funding from the Mississippi Development Authority, by virtue of this submission, if awarded, the City of Starkville is required by the Mississippi Development Authority and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of City of Starkville to implement its Community Development Block Grant projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville Board of Aldermen adopts the Community Development Block Grant Section 3 Plan, which is attached here to as "Attachment A" and made a part hereof.

ADOPTED this the 1st day of December 2020.

City of Starkville, Mississippi

ATTEST:

Lesla Hardin, City Clerk

BY: _____
D. Lynn Spruill, Mayor

(SEAL)

“Attachment A”

GRANTEE SECTION 3 ACTION PLAN

The City of Starkville Board agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area of the City of Starkville, and increase the utilization of business concerns within the Section 3 covered area of the City of Starkville or owned by Section 3 area residents.

A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.

B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.

C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.

D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.

E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and require the contractor to submit reports to document actual accomplishments.

F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.

G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.

H. To designate a local government official to coordinate implementation of this Section 3 Plan.

I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.

D. Lynn Spruill, Mayor

December 1, 2020
Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12/01/20
PAGE: 1

SUBJECT: Starkville Babylon Road Sewer – CDBG
Maintenance Plan Resolution

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078; Starkville Utilities

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Mayor's Office

DIRECTOR'S
AUTHORIZATION:

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A MAINTENANCE PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.”

**A RESOLUTION
OF THE CITY OF STARKVILLE BOARD OF ALDERMEN
COMMITTING RESOURCES TO MAINTAIN CDBG IMPROVEMENTS
TO THE BABYLON ROAD AREA SEWER IMPROVEMENTS IN THE
CITY OF STARKVILLE**

WHEREAS, the Mississippi Community Development Block Grant Program (CDBG) has made funding available for improvements to the Babylon Road Area Sewer Improvements project in the City of Starkville; and

WHEREAS, the City of Starkville, Mississippi has specific obligations to maintain the sewer system within the municipality; and

WHEREAS, the City of Starkville, Mississippi, utilizing the City's Public Utilities Maintenance Staff, intends to maintain the aforementioned sewer system on a perpetual basis as a part of the City of Starkville Infrastructure Plan; and;

WHEREAS, the City of Starkville, Mississippi has the financial ability to maintain the sewer improvements upon completion of this Community Development Block Grant project;

NOW, THEREFORE, BE IT RESOLVED, by the City of Starkville, Mississippi, Board of Aldermen that the City does hereby commit budgeted funds from the City of Starkville Utilities Sewer Fund of approximately one thousand dollars (\$1,000) per year (excluding inflation and depreciation) to be used as needed, realizing that failure to maintain the funded improvements will affect future funding from the Mississippi Community Development Block Grant Program;

ADOPTED, THIS THE 1ST DAY OF December 2020, by the Board of Aldermen of the City of Starkville in a regular meeting.

D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

(SEAL)



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12/1/2020
PAGE: 1

SUBJECT: Consideration of the Encroachment Agreement for the monument signage associated with the Preserve at Huntington Park and authorization for the Mayor to sign on the City's behalf.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp, Daniel Havelin

The Developer for Huntington Park has installed an entry monument sign for the newest phase of the development, The Preserve. This monument signage is located in a median which is proposed to be public right of way.

An encroachment agreement is necessary to install private improvements in public rights of way. The attached document outlines the maintenance and replacement responsibilities as well an exhibit showing the improvements.

A photo of the constructed improvement is found below.



SUGGESTED MOTION: Move approval of the Encroachment Agreement for the monument signage associated with the Preserve at Huntington Park and authorization for the Mayor to sign on the City's behalf.

STREET RIGHT OF WAY ENCROACHMENT
AGREEMENT

THIS AGREEMENT, made and entered into by and between JACKSON CONFT., INC. (hereinafter "**PROPERTY OWNER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, THE **PROPERTY OWNER** desires to construct and install a MONUMENT on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on HUNTINGTON DRIVE - WEST

WHEREAS, **PROPERTY OWNER** and **CITY**, are aware that the new installation is constructed on the right of way in an area approximately 25 SQ FT; as reflected on the attached Exhibit "A" and made part of this agreement; and

WHEREAS, **PROPERTY OWNER** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing **PROPERTY OWNER** to construct and maintain said structure in the above-described right of way, the **PROPERTY OWNER** and **CITY** do mutually agree and covenant as follows:

The **PROPERTY OWNER** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way.

The **CITY** will not be responsible for any damage to said structure in the existing right of way.

The **PROPERTY OWNER** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgment, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said structure.

The **PROPERTY OWNER** agrees to assume full and complete responsibility for any and all damage to the **City's** right of way, easement, public improvements, drainage facilities,

sanitary sewers or public utilities relating to said structure.

PROPERTY OWNER agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

PROPERTY OWNER shall be solely responsible for any and all damages and/or injuries caused by, relating to, or resulting from said structure.

PROPERTY OWNER agrees to furnish, on demand of the City Attorney, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of said City Attorney.

PROPERTY OWNER hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of **PROPERTY OWNER**.

Execution of this instrument shall in no way be interpreted by the **PROPERTY OWNER** as relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.

This Agreement shall be null and void if any future improvements or alterations are made to the portion of the structure located inside of the **CITY**'s right of way without written permission by the **CITY** through the City Planner's office.

This Agreement is subject to the approval of the City Administration, said approval to be indicated by their respective signatures below.

IN WITNESS WHEREOF, the parties have executed this agreement this 18th day of 11, 2020.

**CITY OF
STARKVILLE**

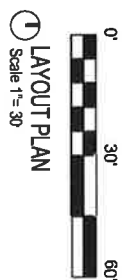
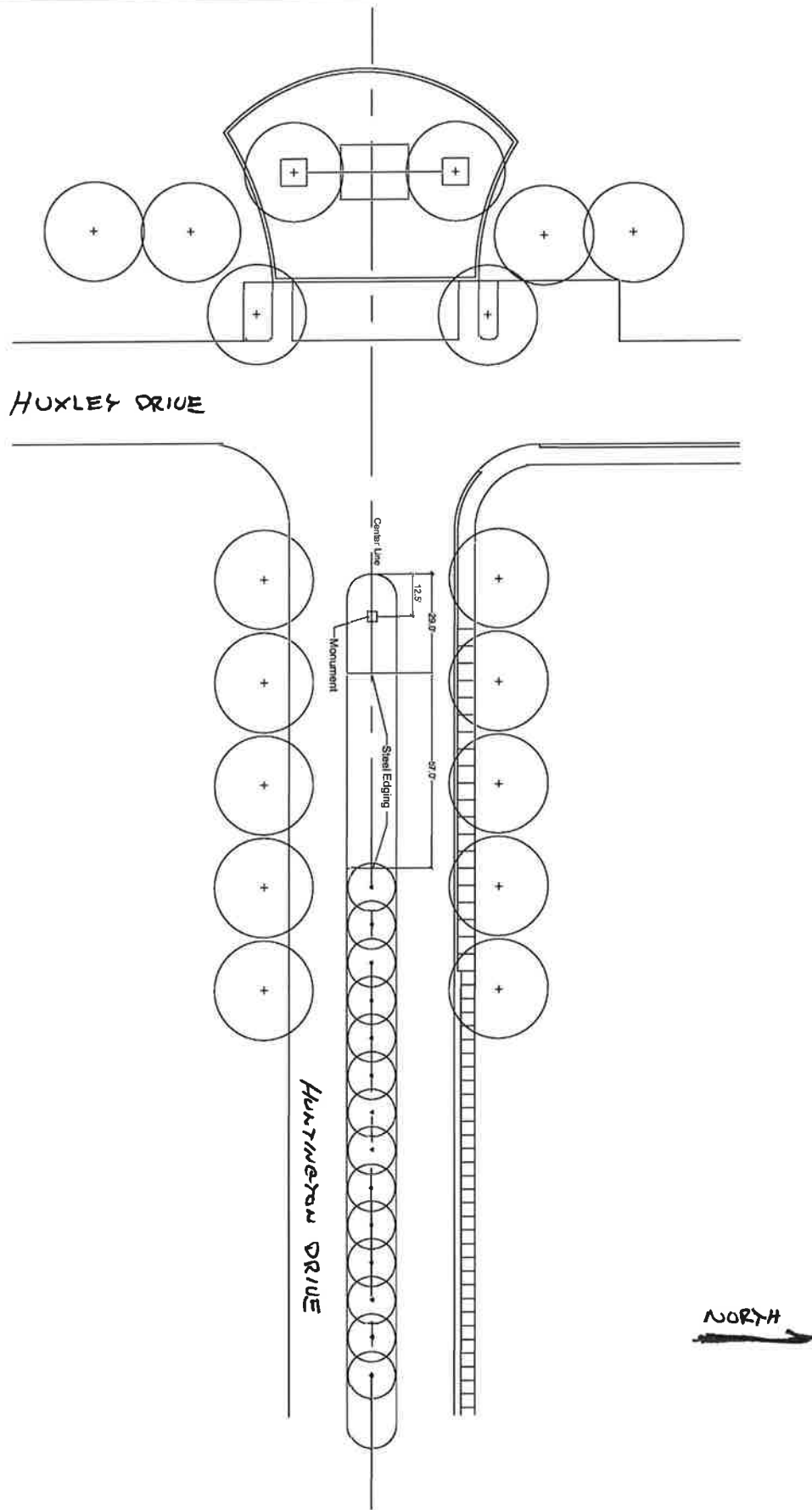
By:

Mayor

JACKSON CONST. INC

BY: 

**PROPERTY
OWNER**



"THE PRESERVE" @ HUNTINGTON PARK, PH 1, PT 1



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/01/2020
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 25, 2020 is \$1,765,752.94
Of which the claims amount for Starkville Utilities is \$1,181,685.75

**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 25, 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 11/19/2020 - 11/25/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
ADVEXURE LLC	SP38271	11/09/2020	AUTEL DRONE AND BATTERY	001-000-160-697	1,978.52
MARK E. SHAW	10	11/13/2020	CONTRACT LABOR 11/02/20 - 11/13/20	001-000-054-205	555.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-000-054-205	24.00
STARKVILLE DAILY NEWS	INV0032889	11/16/2020	ACCT #000132 ADVERTISING	001-000-021-100	2,282.00
Outstanding Total:					4,869.52
Paid					
KENNETTE ALEXANDER	1336117	11/12/2020	OVERPAYMENT OF FINE	001-000-149-691	200.00
ALONZO SHERROD	1305301	11/13/2020	OVERPAID CASH BOND	001-000-149-691	375.00
CORY SHIERS	1328597-1120	11/13/2020	RESTITUTION FROM D. PRESTON	001-000-149-691	200.00
QUARNESA GATLIN	1373449	11/16/2020	OVERPAYMENT ON NO DL LICENSE/1ST OFFENSE	001-000-149-691	225.00
A BAIL BONDSMAN-CINDY GILMER	1346803.	11/20/2020	REMISSION OF BOND FOR KELVIN BELL	001-000-149-691	500.00
A BAIL BONDSMAN-CINDY GILMER	INV0032893	11/20/2020	REMISSION OF BOND FOR DEVONTE WILLIAMS	001-000-149-691	1,828.00
Paid Total:					3,328.00
Department 000 - UNDESIGNATED Total:					8,197.52
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
Outstanding Total:					240.06
Department 100 - BOARD OF ALDERMEN Total:					240.06
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	22142321	11/12/2020	QLA19783	001-110-604-330	182.70
CANON FINANCIAL SERVICES, INC	22142323	11/12/2020	SKA12799	001-110-604-330	120.50
Outstanding Total:					343.21
Paid					
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,784.75
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-376	158.00
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-377	291.50
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-378	505.25
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-382	23,780.50
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-385	2,418.00
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-387	5,379.21

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-389	110.00
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-393	285.00
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-395	104.00
STATE TREASURER	10.20	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-398	7,713.50
MS DEPT OF PUBLIC SAFETY	10.2020	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,772.75
MS DEPT OF PUBLIC SAFETY	10.2020	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-396	1,500.00
MS DEPT OF PUBLIC SAFETY	10.2020	11/20/2020	OCTOBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-397	255.00

Paid Total: 48,057.46

Department 110 - MUNICIPAL COURT Total: 48,400.67

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-111-604-330	140.94
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Outstanding Total: 140.94

Department 111 - YOUTH COURT Total: 140.94

Department: 120 - MAYORS OFFICE

Outstanding

SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-120-604-330	89.09
CANON SOLUTIONS AMERICA	4034480810	11/01/2020	NZG06107	001-120-604-330	72.25
CANON SOLUTIONS AMERICA	4034480819	11/01/2020	JME15733	001-120-604-330	35.56
CORNERSTONE	COSMS-1120	11/01/2020	OCTOBER 2020 CONSULTING SERVICES	001-120-600-300	3,333.33
GOVERNMENT AFFAIRS, INC.					
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	40.01

Outstanding Total: 3,570.24

Department 120 - MAYORS OFFICE Total: 3,570.24

Department: 123 - IT

Outstanding

SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-123-604-330	89.09
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	492.98
SADA SYSTEMS	120664	11/12/2020	GSUITE BASIC LICENSES - PARKS 10/23/20-11/01/20	001-123-600-300	72.00
CANON FINANCIAL SERVICES, INC	22142320	11/12/2020	JME15733	001-123-604-330	63.75
CANON FINANCIAL SERVICES, INC	22142325	11/12/2020	XUW04732	001-123-604-330	124.62
SADA SYSTEMS	INV120665	11/12/2020	GSUITE BASIC LICENSES (12) 11/20-11/21	001-123-600-300	864.00
SADA SYSTEMS	INV120719	11/13/2020	GSUITE BASIC LICENSES -(171) 11/20-11/21	001-123-600-300	12,312.00

Outstanding Total: 14,018.44

Department 123 - IT Total: 14,018.44

Department: 130 - ELECTIONS

Outstanding

QUILL CORPORATION	12307537	11/17/2020	CLOROX SPRAY, COPY PAPER, SALMON PAPER	001-130-501-200	27.98
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Outstanding Total: 27.98

Department 130 - ELECTIONS Total: 27.98

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Post Dates: 11/19/2020 - 11/25/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-145-604-330	44.55
SULLIVAN'S OFFICE SUPPLY, INC.	58973	10/30/2020	FLASH DRIVES	001-145-501-200	56.42
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
STARKVILLE DAILY NEWS	INV0032890	11/02/2020	ACCT # 311 -52 WEEK SUBSCRIPTION-CITY CLERK'S OFFI	001-145-501-200	121.00
CANON FINANCIAL SERVICES, INC	22142323	11/12/2020	SKA12799	001-145-604-330	120.51
CANON FINANCIAL SERVICES, INC	22142326	11/12/2020	XUG04616	001-145-604-330	554.60
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0032873	11/17/2020	MMCCA WINTER WORKSHOP/HARDIN/ELECTIO N TRAINING	001-145-610-350	165.00
AMAZON CAPITAL SERVICES, INC.	1X6Q-FNR7-L61W	11/21/2020	RETURN ADAPTER	001-145-918-805	-23.95
Outstanding Total:					1,078.14
Department 145 - OTHER ADMINISTRATIVE Total:					1,078.14
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1108555	11/13/2020	BOND FOR LESA HARDIN	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1108556	11/13/2020	BOND FOR MARK BALLARD	001-159-620-371	175.00
Outstanding Total:					350.00
Department 159 - BONDING-CITY EMPLOYEES Total:					350.00
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	402129	11/16/2020	GENERAL MATTERS	001-169-600-302	5,152.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	402129A	11/16/2020	COVID LEGAL EXPENSES	001-169-600-302	868.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	402130	11/16/2020	LITIGATED MATTERS	001-169-600-312	560.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	402130A	11/16/2020	ANNEXATION	001-169-600-312	4,020.53
STARKVILLE DAILY NEWS	INV0032889	11/16/2020	ACCT #000132 ADVERTISING	001-169-615-342	30.28
STARKVILLE DAILY NEWS	INV0032889	11/16/2020	ACCT #000132 ADVERTISING	001-169-615-342	60.72
Outstanding Total:					10,691.53
Department 169 - LEGAL Total:					10,691.53
Department: 180 - HUMAN RESOURCES					
Outstanding					
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.43
CANON FINANCIAL SERVICES, INC	22142325	11/12/2020	XUW04732	001-180-604-330	124.62
Outstanding Total:					171.05
Department 180 - HUMAN RESOURCES Total:					171.05
Department: 190 - CITY PLANNER					
Outstanding					
CANON SOLUTIONS AMERICA	4034480819	11/01/2020	JME15733	001-190-604-330	35.56
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	601.91
CANON FINANCIAL SERVICES, INC	22142320	11/12/2020	JME15733	001-190-604-330	63.75

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Post Dates: 11/19/2020 - 11/25/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-190-525-231	6.00
STARKVILLE DAILY NEWS	INV0032889	11/16/2020	ACCT #000132 ADVERTISING	001-190-604-330	30.60
GOLDEN TRIANGLE PLANNING & DEV. INC	10271120020	11/30/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	1,722.35

Outstanding Total: 2,460.17

Department 190 - CITY PLANNER Total: 2,460.17

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	10.15.20	10/15/2020	REIMB BILLING STATEMENT ACCT#92-00499-0-00 3RD QT	001-192-535-233	14,772.91
NEWELL PAPER COMPANY	3118940	11/05/2020	DISPOSABLE GLOVES, BOWL CLIPS	001-192-535-233	16.06
NEWELL PAPER COMPANY	3118944	11/05/2020	DISINFECTANT CLEANER, SCRIM WIPES	001-192-535-233	81.01
EAST MISSISSIPPI LUMBER CO	D72930	11/05/2020	N95 RESPIRATORS, MOTO TOOL	001-192-535-233	66.49
AMAZON CAPITAL SERVICES, INC.	1XNL-7JXJ-GM6L	11/08/2020	CASE GLOVES, NOVELTY PENS, DOOR STOPPERS	001-192-535-233	108.79
CINTAS	4066939209	11/10/2020	CITY HALL 11.10.20	001-192-510-220	31.29
CINTAS	4066939279	11/10/2020	HAND SANITIZING STANDS 11.10.20	001-192-535-233	33.78
ATMOS ENERGY	INV0032901	11/11/2020	# 4012591687/CITY HALL	001-192-625-380	588.27
CINTAS	40675353937	11/16/2020	HAND SANITIZING STANDS 11.16.20	001-192-535-233	11.26
CINTAS	40675354023	11/16/2020	CITY HALL 11.16.20	001-192-510-220	31.29
QUILL CORPORATION	12307537	11/17/2020	CLOROX SPRAY, COPY PAPER, SALMON PAPER	001-192-510-220	93.59
QUILL CORPORATION	12307537	11/17/2020	CLOROX SPRAY, COPY PAPER, SALMON PAPER	001-192-535-233	18.52
POLLAN & ASSOC. PA	2020924	11/17/2020	24 CANS DISINFECTANT SPRAY	001-192-535-233	251.76
BOARDTOWN LOCKSMITH, LL	3905	11/17/2020	SERVICE CALL-CITY HALL - SWAP CYLINDERS	001-192-630-403	75.00
FERGUSON ENTERPRISES, INC	1187753	11/18/2020	SOAP DISPENSERS, BATTERIES, ELECTRIC FAUCETS	001-192-535-233	4,843.63
FERGUSON ENTERPRISES, INC	1213216	11/19/2020	DISPOSABLE GLOVES	001-192-535-233	19.72
AMAZON CAPITAL SERVICES, INC.	1LXM-QQ76-VVRD	11/20/2020	FACE MASKS	001-192-535-233	91.12
CINTAS	4068099158	11/23/2020	SANITIZING STANDS, ROLLS OF PAPER TOWELS	001-192-510-220	54.42
CINTAS	4068099158	11/23/2020	SANITIZING STANDS, ROLLS OF PAPER TOWELS	001-192-535-233	11.26
CINTAS	4068099197	11/23/2020	CITY HALL 11.23.20	001-192-510-220	64.52
PETTY CASH VOUCHERS	11.24.20	11/24/2020	CARWASH	001-192-510-204	7.00

Outstanding Total: 21,271.69

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 21,271.69

Department: 197 - ENGINEERING

Outstanding

VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
CANON SOLUTIONS AMERICA	4034480819	11/01/2020	JME15733	001-197-604-330	35.56
SPRINGER ENGINEERING, INC.	13953	11/12/2020	TOPOGRAPHIC SURVEY, YELLOW JACKET DRIVE	001-197-600-308	800.00
CANON FINANCIAL SERVICES, INC	22142320	11/12/2020	JME15733	001-197-604-330	63.75
MARK E. SHAW	10	11/13/2020	CONTRACT LABOR 11/02/20 - 11/13/20	001-197-600-308	555.00
SOILTECH CONSULTANTS, INC.	4412	11/13/2020	AS NEEDED SERVICES OCTOBER 2020	001-197-600-308	308.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-197-525-231	2.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-197-525-231	28.14
EDWARD KEMP	INV0032878	11/18/2020	REIMB MILEAGE FOR MEETING AT MDOT	001-197-610-350	51.20
				Outstanding Total:	1,876.53
				Department 197 - ENGINEERING Total:	1,876.53

Department: 201 - POLICE DEPARTMENT

Outstanding

PARKING ZONE	42730	11/19/2019	CHALK STICK KITS, YELLOW CHALK	001-201-556-251	112.31
GTPDD PHARMACY	26073	08/21/2020	MEDS FOR PRISONERS	001-201-541-240	12.19
SHEPS CLEANERS-POLICE ACCOUNT	11658	08/31/2020	ALTERNATIONS HANOHOANO	001-201-535-233	28.00
GTPDD PHARMACY	26214	09/01/2020	MEDS FOR PRISONERS	001-201-541-240	12.78
GTPDD PHARMACY	26267	09/03/2020	MEDS FOR PRISONERS	001-201-541-240	13.36
GTPDD PHARMACY	26359	09/13/2020	MEDS FOR PRISONERS	001-201-541-240	5.00
GTPDD PHARMACY	26371	09/14/2020	MEDS FOR PRISONERS	001-201-541-240	40.69
GTPDD PHARMACY	26400	09/15/2020	MEDS FOR PRISONERS	001-201-541-240	8.63
SHEPS CLEANERS-POLICE ACCOUNT	13981	10/07/2020	PATCHES FOR HEADLEY	001-201-535-233	30.00
SHEPS CLEANERS-POLICE ACCOUNT	14021	10/07/2020	ALTERATIONS FOR NASON	001-201-535-233	12.00
SHEPS CLEANERS-POLICE ACCOUNT	14492	10/14/2020	ALTERATIONS FOR LEDLOW	001-201-535-233	112.00
SHEPS CLEANERS-POLICE ACCOUNT	14737	10/16/2020	ALTERATIONS FOR MCCLINTON	001-201-535-233	90.00
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-201-604-330	89.09
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-201-604-330	44.56
MID-SOUTH UNIFORM & SUPPLY, INC	610659	10/30/2020	53 BALL CAPS WITH PATCHES	001-201-535-233	823.52
VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,052.35
AT&T PRIVATE LINE SERVICE	3122452892	11/01/2020	NCIC PRIVATE LINE SVC NOV. 2020	001-201-604-330	219.01
AT&T GLOBAL	G100680	11/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
MID-SOUTH UNIFORM & SUPPLY, INC	610697	11/02/2020	MENESES VEST, CONC. CARRIER, TRAUMA PLATE	001-201-535-233	707.55
CITY OF COLUMBUS	830	11/02/2020	FORENSIC LAB SERVICES. INV#830	001-201-600-300	120.00
DPS CRIME LAB	90097629	11/02/2020	ANALYTICAL FEES	001-201-600-300	60.00
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,488.32
STRATTON HATS, INC.	217346	11/03/2020	SET OF MASTERS SIZE RINGS, WOODEN BRIM PRESS	001-201-535-233	323.69
BOB'S MOBILE RADIO	316062	11/04/2020	REINSTALL PRISON BARRIER IN CAR	001-201-630-360	150.00
O'REILLY AUTO PARTS	0997-165903	11/06/2020	MINI LAMP	001-201-630-360	2.18
R&M TIRES	1129175	11/06/2020	S-20 INSTALL BATTERY	001-201-630-360	25.00
OKTIBBEHA COUNTY COOPERATIVE	619759	11/06/2020	SWAT BOOTS	001-201-535-233	99.85
IVY AUTO PARTS, LLC.	651370	11/06/2020	S-20 BATTERY	001-201-630-360	122.66
LAIRD CLINIC -POLICE ACCOUNT	897063	11/06/2020	PHYSICAL FOR M. HODGES	001-201-600-319	178.00
R&M TIRES	1129188	11/09/2020	FLAT REPAIR	001-201-630-360	20.00
ARMY NAVY PAWN SHOP	11920	11/09/2020	2 PAIR PANTS	001-201-535-233	79.00
T-SHIRT SHOP, THE	20200585	11/09/2020	PATCH DESIGN AND SAMPLE SEWOUT	001-201-535-233	50.00
OKTIBBEHA COUNTY COOPERATIVE	620635	11/09/2020	SWAT BOOTS	001-201-535-233	99.85

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART -GENERAL CITY	02101	11/10/2020	C.O.P SUPPLIES, TAPE, HOOKS, STAPLE GUN, GLUE	001-201-501-200	67.22
ARMY NAVY PAWN SHOP	110920	11/10/2020	34 PAIR REV TAC PANTS	001-201-535-233	1,258.00
GTPDD PHARMACY	27118	11/10/2020	MEDS FOR PRISONERS	001-201-541-240	41.60
TRI-STARR MUFFLER & BRAKE	557013	11/10/2020	SPD 60 BRAKE PADS, HUB BEARING	001-201-630-360	718.59
AMAZON CAPITAL SERVICES, INC.	1CQW-F3KL-G67X	11/11/2020	INTEL NUC COMPUTER WITH WEBCAM AND STAND	001-201-501-200	695.65
TRI-STARR MUFFLER & BRAKE	557017	11/11/2020	S-21 REPLACED MASTER CYLINDER, BRAKE BOOSTER	001-201-630-360	601.99
ATMOS ENERGY	INV0032902	11/11/2020	# 4022600568/POLICE STATIO	001-201-625-380	432.14
R&M TIRES	1129246	11/12/2020	S-20 OIL	001-201-630-360	29.25
CANON FINANCIAL SERVICES, INC	22142322	11/12/2020	QNR08831	001-201-635-369	118.70
CANON FINANCIAL SERVICES, INC	22142324	11/12/2020	XLG06726	001-201-635-369	275.93
CANON FINANCIAL SERVICES, INC	22142329	11/12/2020	2JH03908	001-201-635-369	551.82
CANON FINANCIAL SERVICES, INC	22142330	11/12/2020	28X01513	001-201-635-369	62.77
TRI-STARR MUFFLER & BRAKE	557019	11/12/2020	SPD 9749 BATTERY	001-201-630-360	194.42
SULLIVAN'S OFFICE SUPPLY, INC.	59237.1	11/12/2020	PRINTABLE TABS, ASST COLOR	001-201-501-200	27.45
BOARDTOWN ENGRAVING	111320A	11/13/2020	2 9X12 PLAQUES W/BORDER & LOGO	001-201-600-300	86.00
WATERMARK PRINTERS LLC	13675	11/13/2020	EVIDENCE CARDS, RECEIPT BOOKS, INVENTORY REPORTS	001-201-615-343	1,119.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-201-525-231	30.00
LAIRD CLINIC -POLICE ACCOUNT	897071	11/16/2020	PHYSICAL FOR BROWNING	001-201-600-319	165.00
FUELMAN / FLETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-201-525-231	1,774.59
PARKER-MCGILL	121454	11/17/2020	OIL CHANGE ON 20 CHARGER VIN0908	001-201-630-360	53.69
R&M TIRES	1129328	11/18/2020	S-4 INSTALL BATTERY,& TPMS SENSOR	001-201-630-360	110.00
R&M TIRES	1129331	11/18/2020	2012 CHARGER/BRAKE ROTORS AND PADS	001-201-630-360	302.00
IVY AUTO PARTS, LLC.	652163	11/18/2020	S-4 BATTERY	001-201-630-360	122.66
CADENCE /ELAN VISA	27900	11/20/2020	MUW DINING ROOM RENTAL/TRAINING	001-201-690-552	800.00
STARKVILLE NARCOTICS	INV0032891	11/20/2020	INFORMANT FEES	001-201-600-304	1,922.00
FUELMAN / FLETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-201-525-231	1,761.62

Outstanding Total: 20,773.69

Department 201 - POLICE DEPARTMENT Total: 20,773.69

Department: 246 - CODE ENFORCEMENT

Outstanding

CITY OF STARKVILLE SANITATION	250	11/20/2020	CLEAN UP AT 108 TANGLEWOOD ST	001-246-600-300	384.92
CITY OF STARKVILLE SANITATION	251	11/20/2020	CLEAN UP AT 203 MCKINLEY STREET	001-246-600-300	384.92

Outstanding Total: 769.84

Department 246 - CODE ENFORCEMENT Total: 769.84

Department: 261 - FIRE DEPARTMENT

Outstanding

ELKINS WHOLESALE	434912-00	10/15/2020	3 GAL EXTREME WASH & WA	001-261-630-360	150.00
ELKINS WHOLESALE	434912-01	10/15/2020	2 GAL EXTREME WASH & WA	001-261-630-360	225.00
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-261-604-330	563.14
PAX HAT CO.	6897	10/26/2020	10 CAPS	001-261-535-233	100.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
M'PRINTS	40687	10/28/2020	CLASS FLAG	001-261-600-390	145.43
ALARM SECURITIES, INC. dba ASI	43491	10/28/2020	REPAIR KITCHEN PHONE, RESET VM LINE & GREETING	001-261-604-330	288.46
BRONZE EQUITY GROUP, LLC	36640	10/29/2020	2 PLAQUES FOR FIRE TRUCK	001-261-918-820	1,682.63
SUNBELT FIRE APPARATUS	123578	10/30/2020	REPAIRS TO E-3	001-261-630-360	788.96
SUNBELT FIRE APPARATUS	124133	10/30/2020	SERVICE SCBA (FLOW TEST/MAINT)	001-261-630-360	3,493.75
W.S. DARLEY & CO.	17414724	10/30/2020	ACCOUNTABILITY TAGS	001-261-535-233	23.90
NEWELL PAPER COMPANY	3118668	10/30/2020	DETERGENT, DISH LIQUID, WINDEX	001-261-555-208	280.27
PROGRAPHICS, INC.	54650	10/31/2020	BUSINESS CARDS FOR J. WAD	001-261-555-250	94.63
AIRGAS USA, LLC	9974839933	10/31/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	59.56
ALARM SECURITIES, INC. dba ASI	11012020-127	11/01/2020	NOV. 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
STARKVILLE AUTO PARTS	138619	11/03/2020	SPINNER HANDLE, WIPER BLADES, MINI BULBS	001-261-630-360	109.86
WITMER PUBLIC SAFETY GROUP	2063679	11/03/2020	BADGES	001-261-535-233	452.78
WITMER PUBLIC SAFETY GROUP	2074020	11/03/2020	LEATHER RADIO STRAP & ANTI SWAY STRAPS	001-261-630-404	290.36
NORTHEAST EXTERMINATING	24920	11/03/2020	FIRE STATION #4 / 11.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	24921	11/03/2020	FIRE STATION #2 / 11.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	24922	11/03/2020	FIRE STATION #5 / 11.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	24923	11/03/2020	FIRE STATION #3 / 11.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	24930	11/03/2020	FIRE STATION #1 / 11.03.20	001-261-558-269	22.00
LOWE'S-FIRE	901024	11/03/2020	INSULATION & READY MIX	001-261-555-250	34.96
GATEWAY TIRE & SERVICE CENTER	1018-134295	11/04/2020	4 TRAILER TIRES	001-261-630-360	348.52
BOB'S MOBILE RADIO	316060	11/04/2020	INSTALL RADIO IN FD-1 DURANGO	001-261-630-404	705.93
SCOTT PETROLEUM DIV. #15	593342	11/05/2020	LP GAS FOR STATION 5	001-261-625-380	210.71
AUSTIN SPEARS	INV0032870	11/09/2020	REIMB GAS AND LUNCH FOR MSFA TESTING	001-261-600-390	31.42
BILLY SHED	INV0032871	11/09/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	11.75
BRIAN ARNETT	INV0032872	11/09/2020	REIMB LUNCH FOR HURRICANE ZETA	001-261-610-350	10.44
DYLAN ROCKWELL	INV0032876	11/09/2020	REIMB GAS & LUNCH FOR MSFA TESTING	001-261-600-390	50.87
JONATHAN LINDSEY	INV0032880	11/09/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	9.12
MARQUANDRIC STARKS	INV0032881	11/09/2020	REIMB LUNCH FROM MSFA TRAINING	001-261-600-390	13.89
RYAN CLASSEN	INV0032888	11/09/2020	REIMB LUNCH FOR MSFA TESTING	001-261-600-390	11.75
STRATTON WOODS	INV0032892	11/09/2020	REIM MEALS FROM MARKSMANSHIP TRAINING.	001-261-600-390	41.35
DAVIS PAPER & CHEMICAL	1210	11/10/2020	8 CASES FLOOR CLEANER, 3 CASES PINE SOL	001-261-555-208	189.85
STARKVILLE AUTO PARTS	138830	11/10/2020	HALOGEN HEADLIGHT, MASTER DISCON SWITCH	001-261-630-360	102.48
EAST MISSISSIPPI LUMBER CO	A77075	11/10/2020	SCREWS AND BOLTS	001-261-555-250	5.26
CHASE BLAIR	INV0032874	11/10/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	11.59
CLARENCE PARKS	INV0032875	11/10/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	8.57
GEORGE GRANDFIELD	INV0032877	11/10/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	8.35
JESI MARSH	INV0032879	11/10/2020	REIMB LUNCH FOR MSFA TRAINING	001-261-600-390	14.17

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NATHAN HERNDON	INV0032886	11/10/2020	REIMB ROOMS COST FOR PARATECH TRAINING	001-261-600-390	188.00
NATHAN HERNDON	INV0032887	11/10/2020	REIMB REG COSTS OF PARATECH TRAINING	001-261-600-390	50.00
DIRECTV	010315788X201111	11/11/2020	SATELLITE TV FOR STATION 5	001-261-625-380	346.93
CSPIRE -RETAIL PURCHASES	2039850765	11/11/2020	IPHONE FOR JONATHAN WAD	001-261-604-330	149.00
KNOX COMPANY, THE	INV02275046	11/11/2020	KNOX BOX EQUIPMENT	001-261-918-820	3,075.00
WALMART -GENERAL CITY	05965	11/12/2020	BED LINENS FOR NEW FIREFIGHTER	001-261-691-550	49.86
WITMER PUBLIC SAFETY GROUP	2077683	11/12/2020	ANTISWAY STRAPS -5	001-261-630-404	37.95
CANON FINANCIAL SERVICES, INC	22142328	11/12/2020	2JU08031	001-261-604-330	250.22
CLARENCE PARKS	6227	11/12/2020	REIMB LUNCH FOR TRAVEL TO ALABAMA	001-261-600-390	14.30
MITCH GRAVES	INV0032884	11/12/2020	REIMB MEAL FOR SUPPLY TRIP TO ALABAMA	001-261-600-390	14.35
ATMOS ENERGY	INV0032900	11/12/2020	# 3020829684/FIRESTATION #	001-261-625-380	75.32
MARK MCCURDY	100978249	11/13/2020	REIMB ICC MEMBERSHIP RENEWAL	001-261-600-390	90.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-261-525-231	12.00
LAIRD CLINIC-FIRE ACCOUNT	897069	11/16/2020	DOT PHYSICALS FOR L. THOMPSON & M.SCERBAK	001-261-600-319	230.00
FUELMAN / FLEETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-261-525-231	299.85
EAST MISSISSIPPI LUMBER CO	A77324	11/18/2020	ACCESSORIES FOR THE FLAG POLES	001-261-555-250	72.80
ATMOS ENERGY	INV0032949	11/19/2020	# 3017756705 /FIRESTATION	001-261-625-380	207.63
STARKVILLE UTILITIES	INV0032904	11/20/2020	UTILITY BILLS BY DEPT	001-261-625-380	793.06
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-261-525-231	386.06
CADENCE /ELAN VISA	11.24.20	11/25/2020	VIASAT-INTERNET FIRESTATION #5	001-261-604-330	170.31

Outstanding Total: 17,969.07

Department 261 - FIRE DEPARTMENT Total: 17,969.07

Department: 281 - BUILDING/CODES OFFICE

Outstanding

VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
CANON SOLUTIONS AMERICA	4034480819	11/01/2020	JME15733	001-281-604-330	35.55
WALMART -GENERAL CITY	04765	11/09/2020	COMP BOOKS, LAMINATOR, STAPLER. THERMAL POUCH	001-281-501-200	103.45
CANON FINANCIAL SERVICES, INC	22142320	11/12/2020	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-281-525-231	4.00
TRUSTMARK NATIONAL BANK	12.18.20	11/20/2020	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	430.47
TRUSTMARK NATIONAL BANK	12.18.20	11/20/2020	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	20.91
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-281-525-231	27.98

Outstanding Total: 831.82

Department 281 - BUILDING/CODES OFFICE Total: 831.82

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0032904	11/20/2020	UTILITY BILLS BY DEPT	001-290-625-380	133.18
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Outstanding Total: 133.18

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 133.18

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 301 - STREET DEPARTMENT					
Outstanding					
BELL BUILDING SUPPLY, INC.	10822	01/24/2017	OPEN BALANCE CREDIT	001-301-555-250	-88.65
BELL BUILDING SUPPLY, INC.	78132	01/24/2017	OPEN BALANCE CREDIT	001-301-555-250	-24.69
BELL BUILDING SUPPLY, INC.	11402	12/14/2017	OPEN BALANCE CREDIT	001-301-555-250	-66.06
BELL BUILDING SUPPLY, INC.	58980	07/23/2018	OPEN BALANCE CREDIT	001-301-555-250	-34.95
POWERSTROKE EQUIPMENT SALES & SVC	4563	05/29/2020	REPAIR STIHL CUT OFF SAW	001-301-630-400	186.98
PAUL'S WELDING	0484	06/10/2020	REPAIR TAILGATE PENS, BACKLOCK BUCKET	001-301-630-400	140.00
G&C SUPPLY CO., INC	6792813	09/30/2020	RESTOCK POSTS	001-301-565-272	865.50
BELL BUILDING SUPPLY, INC.	302090	10/21/2020	PADLOCKS	001-301-555-250	21.98
LOWE'S-STREET	902544	10/30/2020	MARKING PAINT	001-301-555-250	85.95
MMC MATERIALS, INC.	680107	10/31/2020	1.750 CY CONCRETE	001-301-560-270	210.00
VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	339.46
PAUL'S WELDING	0569	11/04/2020	SWAP DUMP BED FROM 1TON CHEVY TO 1TON FORD	001-301-630-360	2,172.00
WALMART -GENERAL CITY	08032	11/04/2020	1ST MONTHLY TRAINING LUNCHEON FOOD	001-301-691-550	70.23
CONSOLIDATED PIPE AND SUPPLY	3104661	11/04/2020	STORM PIPE	001-301-560-270	404.80
BELL BUILDING SUPPLY, INC.	303335	11/05/2020	ACETONE, WOOD CHISEL, HAMMER, CHALK, PAINT PAIL	001-301-555-250	147.61
NEWELL PAPER COMPANY	3118944	11/05/2020	DISINFECTANT CLEANER, SCRIM WIPES	001-301-555-250	108.02
SHERWIN WILLIAMS CO.	6179-0	11/05/2020	BLUE TAPE, RVOLTUION FRAME, WIRE	001-301-565-272	49.10
EAST MISSISSIPPI LUMBER CO	D72930	11/05/2020	N95 RESPIRATORS, MOTO TOOL	001-301-555-250	47.99
APAC-MISSISSIPPI, INC	4000101837	11/07/2020	8.25 TONS ASPHALT	001-301-560-270	606.38
BELL BUILDING SUPPLY, INC.	303649	11/09/2020	2X4 LUMBER	001-301-560-270	10.64
MMC MATERIALS, INC.	681456	11/09/2020	3 CY CONCRETE W/FIBER	001-301-560-270	375.00
MSU FACILITIES	INV0032885	11/09/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	20.58
MANAGEMENT- TRAFFIC LIGH					
ATMOS ENERGY	INV0032903	11/09/2020	# 3020752444/STREET DEPT	001-301-625-380	311.55
G&O SUPPLY CO., INC	T27496	11/09/2020	GEOTEXTILES	001-301-560-270	520.00
CINTAS	4066939294	11/10/2020	STREET DEPT. 11.10.20	001-301-555-250	35.00
BELL BUILDING SUPPLY, INC.	303986	11/12/2020	2X4 LUMBER	001-301-560-270	37.67
BELL BUILDING SUPPLY, INC.	304018	11/12/2020	2X4 LUMBER	001-301-560-270	12.56
OKTIBBEHA COUNTY COOPERATIVE	621579	11/12/2020	RETURN BOOTS	001-301-535-233	-92.76
OKTIBBEHA COUNTY COOPERATIVE	621739	11/13/2020	MATERIAL FOR GARRARD RD SHOULDER REPAIR	001-301-560-270	341.95
OKTIBBEHA COUNTY COOPERATIVE	621825	11/13/2020	12 BALES HAY	001-301-560-270	102.00
FASTENAL COMPANY	MSSTA95202	11/13/2020	MARKING PAINT	001-301-555-250	150.60
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-301-525-231	16.00
CROSSWAY TRUCKING LLC	111620H	11/16/2020	92.05 TONS OR RIP RAP	001-301-560-270	3,119.06
CROSSWAY TRUCKING LLC	111620I	11/16/2020	43.94 TONS RIP RAP	001-301-560-270	1,548.89
CINTAS	40675353970	11/16/2020	STREET DEPT. 11.16.20	001-301-555-250	35.00
FUELMAN / FLEETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-301-525-231	260.27
CINTAS FIRST AID & SAFETY	5042279623	11/17/2020	BOX OF 50 ASPIRIN + SERVICE CHARGE	001-301-555-250	26.74
SOUTHLAND MACHINERY-JCB OF ALABAMA	19783L	11/18/2020	PARTS FOR JCB	001-301-630-400	401.29
TRUSTMARK NATIONAL BANK	12.18.20	11/20/2020	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	430.46

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	12.18.20	11/20/2020	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	20.91
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032899	11/20/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	152.10
STARKVILLE UTILITIES	INV0032904	11/20/2020	UTILITY BILLS BY DEPT	001-301-625-380	27,134.14
STARKVILLE UTILITIES	INV0032904	11/20/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
CINTAS	4068099212	11/23/2020	STREET DEPT. 11.23.20	001-301-555-250	72.03
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-301-525-231	553.33

Outstanding Total: 41,149.45

Department 301 - STREET DEPARTMENT Total: 41,149.45

Department: 360 - ANIMAL CONTROL

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-360-525-231	22.82
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-360-525-231	29.91

Outstanding Total: 54.73

Department 360 - ANIMAL CONTROL Total: 54.73

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

UNIVERSITY SCREENPRINT	2445	10/21/2020	20 TSHIRTS-ADULT SOFTBALL CHAMPION SHIRTS	001-550-501-415	167.00
BFC SOLUTIONS, LLC	OTR2074545	10/22/2020	QUARTERLY FILTER SERVICE	001-550-630-426	300.00
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	001-550-600-330	44.55
VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
BULLDAWG PRESSURE WASHING	686399	11/02/2020	PRESSURE WASH TRAILER & SETUP	001-550-600-300	4,900.00
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
UNIVERSITY SCREENPRINT	2510	11/03/2020	6 CUSTOM ENGRAVED COWBELLS	001-550-512-200	173.94
OKTIBBEHA COUNTY COOPERATIVE	618874	11/03/2020	3 SCOOPS MULCH, ROPE, LOCKING PIN	001-550-501-110	119.81
OKTIBBEHA COUNTY COOPERATIVE	618952	11/03/2020	2 SCOOPS MULCH	001-550-501-110	72.00
LOWE'S- PARKS	910840	11/03/2020	TRAILER HITCH/BALL	001-550-501-110	94.45
SANSING SOD FARM	520673	11/03/2020	100 PALLETS BERMUDA SOD	001-550-501-110	150.00
CINTAS-PARKS	4066345726	11/04/2020	WEEKLY MAT CLEANING 11.04.20	001-550-501-208	37.83
SULLIVAN'S OFFICE SUPPLY, INC.	59107	11/04/2020	DESK, CONFERENCE TABLES (2	001-550-555-250	1,429.80
OKTIBBEHA COUNTY COOPERATIVE	619210	11/04/2020	2 SCOOPS MULCH, HAMMERS (3)	001-550-501-110	124.97
LOWE'S- PARKS	908625	11/04/2020	PAINT ROLLER REFILLS AND EDGER REFILL	001-550-501-110	11.94
FARRELL-CALHOUN CO	027005665	11/05/2020	PAINT AND SUPPLIES	001-550-501-110	154.61
SECURITY SOLUTIONS	203636	11/05/2020	FIRE ALARM SYSTEM REPLACEMENT FOR PARKS	001-550-630-426	15,211.90
NEWELL PAPER COMPANY	3118940	11/05/2020	DISPOSABLE GLOVES, BOWL CLIPS	001-550-501-208	80.60
SULLIVAN'S OFFICE SUPPLY, INC.	59145	11/05/2020	4 OFFICE TABLE CHAIRS	001-550-555-250	792.00
OKTIBBEHA COUNTY COOPERATIVE	619815	11/06/2020	1 SCOOP MULCH	001-550-501-110	36.00
PROGRAPHICS, INC.	78147	11/06/2020	50 DIE CUT DECALS	001-550-501-200	350.00
PIONEER MANUFACTURING CO.	INV773115	11/06/2020	FIELD PAINT PLUS SHIPPING	001-550-501-110	1,093.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PITNEY GLOBAL-LEASE	3312366958	11/07/2020	ACCT #8000-9000-0612-4618 PARKS	001-550-600-330	281.07
AMAZON CAPITAL SERVICES, INC.	1XNL-7JXJ-GM6L	11/08/2020	CASE GLOVES, NOVELTY PENS, DOOR STOPPERS	001-550-501-200	29.67
AMAZON CAPITAL SERVICES, INC.	1XNL-7JXJ-GM6L	11/08/2020	CASE GLOVES, NOVELTY PENS, DOOR STOPPERS	001-550-501-208	44.70
SHERWIN WILLIAMS CO.	6269-9	11/09/2020	PAINT AND SUPPLIES	001-550-501-110	65.88
MAGNOLIA FLOORING & CO.	6695	11/09/2020	FLOORING FOR 4 OFFICES IN ANNEX BUILDING	001-550-630-426	3,876.59
NESCO ELECTRICAL DISTRIBUTORS	52423249	11/09/2020	LIGHT BULBS	001-550-501-110	53.94
HARD ROCK, INC.	4629	11/10/2020	22 CY BASEBALL INFIELD MIX	001-550-501-110	325.00
EXCAVATING CONTACTOR					
CANON FINANCIAL SERVICES, INC.	22142327	11/12/2020	XUG02274	001-550-600-330	401.88
NESCO ELECTRICAL DISTRIBUTORS	52424371	11/13/2020	LIGHT BULBS	001-550-501-110	66.96
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4460	11/15/2020	NOVEMBER 2020 MONTHLY TESTING	001-550-525-231	8.00
PARKER-MCGILL	121399	11/16/2020	REPAIRS TO 2014 RAM 1500	001-550-690-360	2,000.97
SECURITY SOLUTIONS	203677	11/16/2020	85" TV, CABLES & INSTALLATION	001-550-555-250	3,710.00
SECURITY SOLUTIONS	203678	11/16/2020	65" TV, CABLES & INSTALLATION	001-550-555-250	2,091.25
LOWE'S- PARKS	910079	11/16/2020	ELECTRICAL SUPPLIES	001-550-501-110	227.10
FUELMAN / FLEETCOR	NP59154425	11/16/2020	FUEL REPORT 11/09/20 - 11/15/20	001-550-525-231	108.20
FERGUSON ENTERPRISES, INC	1189732	11/17/2020	GRAB RAILS FOR ANNEX	001-550-630-426	287.92
BUILDING TECHNOLOGY SERVICES, LLC	SI20-0141	11/17/2020	ANNUAL FIRE SPRINKLER INSPECTION	001-550-630-426	530.00
BUILDING TECHNOLOGY SERVICES, LLC	SS20-0095	11/17/2020	SPRINKLER SYSTEM REPAIRS	001-550-630-426	1,062.00
FARRELL-CALHOUN CO	027005891	11/18/2020	PAINT	001-550-501-110	16.00
GATEWAY TIRE & SERVICE CENTER	1018-134961	11/18/2020	TRUCK #109 OIL CHANGE	001-550-690-360	57.47
OKTIBBEHA COUNTY COOPERATIVE	623102	11/18/2020	FUNNEL, TIRE PRESSURE GAUGE, JACKET, GLOVES	001-550-501-110	45.60
OKTIBBEHA COUNTY COOPERATIVE	623102	11/18/2020	FUNNEL, TIRE PRESSURE GAUGE, JACKET, GLOVES	001-550-535-233	155.33
OKTIBBEHA COUNTY COOPERATIVE	623118	11/18/2020	3 SCOOPS MULCH	001-550-501-110	105.00
OKTIBBEHA COUNTY COOPERATIVE	623145	11/18/2020	4 SCOOPS MULCH	001-550-501-110	140.00
OKTIBBEHA COUNTY COOPERATIVE	623198	11/18/2020	1 SCOOP MULCH	001-550-501-110	35.00
SULLIVAN'S OFFICE SUPPLY, INC.	59476	11/19/2020	EUROCHAIR, FILING CABINETS	001-550-555-250	626.40
OKTIBBEHA COUNTY COOPERATIVE	623444	11/19/2020	HAND PRUNER, HOSE, TRAILER BALL	001-550-501-110	110.72
OKTIBBEHA COUNTY COOPERATIVE	623502	11/19/2020	1 SCOOP MULCH	001-550-501-110	35.00
ATMOS ENERGY	INV0032950	11/19/2020	# 3018222235/PARKS ADMIN	001-550-600-340	98.79
SULLIVAN'S OFFICE SUPPLY, INC.	59479	11/20/2020	FOLDERS, PENS, STAPLES, HOLE PUNCH, WASTEBASKET	001-550-501-200	178.68
STARKVILLE UTILITIES	INV0032904	11/20/2020	UTILITY BILLS BY DEPT	001-550-600-340	6,167.12
AMAZON CAPITAL SERVICES, INC.	1RIH-4WWMR-N6C1	11/22/2020	DESK CHAIRS, LIVING ROOM CHAIRS, TABLES	001-550-555-250	712.62
TRIM MASTER	12604	11/23/2020	TINT 4 BREAKROOM WINDOWS	001-550-630-426	1,020.00
LOWE'S- PARKS	902980	11/23/2020	TOILETS, LUMBER	001-550-501-110	326.14
LOWE'S- PARKS	902980	11/23/2020	TOILETS, LUMBER	001-550-630-426	794.20
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	001-550-525-231	173.04

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEXTSTEP INNOVATION	NSI19552	11/23/2020	2 DELL OPTIPLEX COMPUTERS	001-550-555-250	3,438.00
Outstanding Total:					54,887.79
Department 550 - PARKS AND REC DEPARTMENT Total:					54,887.79
Department: 552 - PARK AND REC ACTIVITIES					
Outstanding					
KIMLEY HORN	115326000-1020	10/31/2020	STARKVILLE BIKE/PED PLAN-SVCS THRU 10.30.20	001-552-600-568	3,553.71
Outstanding Total:					3,553.71
Department 552 - PARK AND REC ACTIVITIES Total:					3,553.71
Department: 600 - CAPITAL PROJECTS					
Outstanding					
KIMLEY HORN	014160000-1020	10/31/2020	BUILD GRANT/SVCS THRU 10.31.20	001-600-948-860	8,246.85
GROUNDSTONE CONSTRUCTION	356-1	11/19/2020	BRIARWICH STREET IMP. /ESTIMATE #356-1	001-600-912-802	9,660.00
Outstanding Total:					17,906.85
Department 600 - CAPITAL PROJECTS Total:					17,906.85
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
MSU-PARKING & TRANSIT SERVICES	1120-001	11/02/2020	FY21 TRANSIT SERVICES	001-653-702-702	50,000.00
Outstanding Total:					50,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					50,000.00
Fund 001 - GENERAL FUND Total:					320,525.09
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041055	11/04/2020	COMPRESSOR SYSTEM-REFURBISHED BREATHING AIR COMP	003-560-691-200	3,000.00
Outstanding Total:					3,000.00
Department 560 - RESTRICTED FIRE FUND Total:					3,000.00
Fund 003 - RESTRICTED FIRE FUND Total:					3,000.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.17.20	10/26/2020	ACCT #2490 OCT. 2020	015-505-604-330	154.05
MAXXSOUTH BROADBAND	INV0032882	10/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
VERIZON CONNECT-NWF	2274260	11/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
VERIZON WIRELESS	9866181685	11/02/2020	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.43
QT POD	82807	11/04/2020	PRIVATE 1-19 CARDS	015-505-691-550	22.48
MAGNOLIA BOTTLED WATER CO	45286	11/05/2020	WATER AND CUPS	015-505-691-550	15.50
WALMART -GENERAL CITY	08167	11/06/2020	INVOICE BOOKS, INK, REFRESHMENTS	015-505-541-237	107.84
TITAN AVIATION FUELS	3353352	11/06/2020	JET A FUEL	015-505-525-233	12,290.53
S&K DOOR AND SPECIALTY COMPANY, INC.	72361	11/06/2020	INSTALLED SEALS TO G1 ROLLUP DOOR	015-505-501-198	290.00
MAXXSOUTH BROADBAND	INV0032883	11/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
WALMART -GENERAL CITY	04847	11/13/2020	COMMAND HOOKS, SHOEBOX, BINDER	015-505-541-237	79.85
MS AIRPORTS ASSOCIATION	11.23.20	11/23/2020	MAA VIRTUAL CONFERENCE REG. FEES/4 REG	015-505-610-350	140.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PAUL GOODIN	1	11/24/2020	BRIEFING ROOM FRAMING/HARDWARE & LABOR	015-505-691-550	355.00
Outstanding Total:					13,817.22
Department 505 - AIRPORT Total:					13,817.22
Fund 015 - AIRPORT FUND Total:					13,817.22

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY SOUTHERN TELECOMMUNICATIONS VERIZON CONNECT-NWF	10.15.20 11.17.20 2274260	10/15/2020 10/26/2020 11/01/2020	REIMB BILLING STATEMENT ACCT#92-00499-0-00 3RD QT ACCT #2490 OCT. 2020	022-322-491-137 022-322-604-330	2,232.39 44.55
GOLDEN TRIANGLE PLANNING & DEV. INC GOLDEN TRIANGLE PLANNING & DEV. INC GOLDEN TRIANGLE PLANNING & DEV. INC POLLAN & ASSOC. PA	9079 9080 9081 2020906	11/01/2020 11/01/2020 11/01/2020 11/04/2020	ACCT #STAR035 GPS EXPENSES BY DEPT SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS VINYL DECALS FOR DUMPSTERS	022-322-691-450 022-322-600-364 022-322-600-364 022-322-600-364 022-322-555-250	451.75 241.50 9.00 10.00 817.01
GATEWAY TIRE & SERVICE CENTER GATEWAY TIRE & SERVICE CENTER PAUL'S WELDING GATEWAY TIRE & SERVICE CENTER STARKVILLE AUTO PARTS GATEWAY TIRE & SERVICE CENTER PETTY CASH VOUCHERS WATERMARK PRINTERS LLC PETROLEUM EQUIPMENT SERVICE & REPAIR, INC. SGK LANDSCAPES, LLC	1018-134333 1018-134360 0577 1018-134523 138775 1018-134539 11.12.20 13676 4460 WO17276	11/05/2020 11/05/2020 11/09/2020 11/09/2020 11/09/2020 11/10/2020 11/12/2020 11/13/2020 11/15/2020 11/15/2020	TRUCK #96A CONVENTIONAL OIL CHANGE TRUCK #43 2 TIRES & MOUN TRUCK #93 REPAIR DOOR TRUCK #91 2 NEW TIRES AND MOUNT CFI FUEL, WRENCH TRUCK #42 2 NEW TIRES & MOUNT FUEL-SANITATION 12 PURCHASE ORDER BOOKS NOVEMBER 2020 MONTHLY TESTING MOVE TREE IN FRONT OF STOP SIGN	022-322-630-360 022-322-630-360 022-322-630-360 022-322-630-360 022-322-630-360 022-322-630-360 022-322-525-231 022-322-501-200 022-322-525-231 022-322-600-338	45.40 591.20 74.00 561.40 115.94 638.15 89.67 242.00 66.00 220.00
WALMART -GENERAL CITY KIRK AUTO WORLD, INC. STARKVILLE DAILY NEWS FUELMAN / FLEETCOR	07214 301129 INV0032889 NP59154425	11/16/2020 11/16/2020 11/16/2020 11/16/2020	MR. CLEAN, FABULOSO, MOP 2020 RAM VIN#301129 ACCT #000132 ADVERTISING FUEL REPORT 11/09/20 - 11/15/20	022-322-501-200 022-322-918-805 022-322-604-330 022-322-525-231	52.38 28,174.00 201.75 1,599.76
FASTENAL COMPANY GATEWAY TIRE & SERVICE CENTER GATEWAY TIRE & SERVICE CENTER GATEWAY TIRE & SERVICE CENTER TERRY'S GARAGE & REPAIRS, LLC TERRY'S GARAGE & REPAIRS, LLC PAUL'S WELDING O'REILLY AUTO PARTS GATEWAY TIRE & SERVICE CENTER KIRK AUTO WORLD, INC. POWERSTROKE EQUIPMENT SALES & SVC	MSSTA95249 1018-134941 1018-134960 1018-134976 4246 4247 0583 0997-167740 1018-135009 301126 5207	11/17/2020 11/18/2020 11/18/2020 11/18/2020 11/18/2020 11/18/2020 11/19/2020 11/19/2020 11/19/2020 11/19/2020 11/19/2020	LIME VESTS - 30 TRUCK #41 ONE NEW TIRE TRUCK #40 2 NEW TIRES TRUCK #43 3 NEW TIRES TRUCK #42 AIR BAG, PARK BRAKE VALVE, TRUCK #43 REPLACE BRAKES, SHOES TRUCK #38 REPAIRS 24 BOTTLES GLASS CLEANER TRUCK #39 TWO NEW TIRES 2020 RAM VIN#301126 REPAIR EXMARK MOWER	022-322-555-250 022-322-630-360 022-322-630-360 022-322-630-360 022-322-630-360 022-322-630-360 022-322-555-250 022-322-555-250 022-322-630-360 022-322-918-805 022-322-630-400	354.50 354.70 650.30 886.80 453.51 285.70 45.00 119.76 591.20 28,174.00 582.95

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	12.18.2020	11/20/2020	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,584.73
TRUSTMARK NATIONAL BANK	12.18.2020	11/20/2020	#90089/STREET SWEEPER PAYMENT	022-322-830-873	158.86
SANSOM EQUIPMENT COMPANY, INC	P00629	11/20/2020	TRUCK #85 PARTS INVOICE	022-322-630-360	1,564.00
SANSOM EQUIPMENT COMPANY, INC	W00165	11/20/2020	TRUCK #85 REPAIRS (SWEEPE	022-322-630-360	5,278.69
WALMART -GENERAL CITY	01482	11/23/2020	HP INK	022-322-501-200	181.34
STARKVILLE AUTO PARTS	139133	11/23/2020	HYDRAULIC HOSES	022-322-630-360	69.46
STARKVILLE AUTO PARTS	139135	11/23/2020	TRUCK#85 ELBOW & COUPLING	022-322-630-360	16.75
FUELMAN / FLEETCOR	NP59183495	11/23/2020	FUEL REPORT 11/16/20 - 11/22/20	022-322-525-231	2,088.27
SGK LANDSCAPES, LLC	INV0032951	11/25/2020	REMOVE DEBRIS & GROUND GLUTTER	022-322-600-338	1,648.09
Outstanding Total:					83,566.46
Paid					
STATE TAX COMMISSION	INV0032894	10/22/2020	TAGS FOR SES VIN#S 1126 & 1129	022-322-691-550	24.00
Paid Total:					24.00
Department 322 - SANITATION DEPARTMENT Total:					83,590.46
Fund 022 - ENVIRONMENTAL SERVICES Total:					83,590.46
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-315917	12/01/2020	MONTHLY COURT MAINT- DEC. 2020	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
GROUNDSTONE CONSTRUCTION	339-9	11/19/2020	KIRKSIDE DR. DRAINAGE/FABRIC & RIPRAP ALONG DITCH	319-600-948-854	4,714.94
SPRINGER ENGINEERING, INC.	13961	11/23/2020	SIDEWALK EASEMENTS- GARRARD RD	319-600-903-851	1,400.00
Outstanding Total:					6,114.94
Department 600 - CAPITAL PROJECTS Total:					6,114.94
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					6,114.94
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160000-1020	10/31/2020	BUILD GRANT/SVCS THRU 10.31.20	377-318-680-300	32,987.43
Outstanding Total:					32,987.43
Department 318 - MS182/MLK Total:					32,987.43
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					32,987.43

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	9660	11/04/2020	PROJ 18-367 CORNERSTONE PARK- OCTOBER 2020	380-551-600-945	15,285.00
Outstanding Total:					15,285.00
Department 551 - PARK & REC TOURISM Total:					15,285.00
Fund 380 - PARK BONDS 2020 Total:					15,285.00
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032898	11/20/2020	2% HOTEL/MOTEL TAX	610-000-147-656	14,374.25
Outstanding Total:					14,374.25
Department 000 - UNDESIGNATED Total:					14,374.25
Fund 610 - TRUST & AGENCY Total:					14,374.25
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU /2% TAX REVENUE	INV0032895	11/20/2020	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	37,679.12
O.C.E.D.A	INV0032896	11/20/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	28,259.34
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032897	11/20/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	28,259.34
Outstanding Total:					94,197.80
Department 000 - UNDESIGNATED Total:					94,197.80
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					94,197.80
Grand Total:					584,067.19

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	320,525.09	51,385.46
003 - RESTRICTED FIRE FUND	3,000.00	0.00
015 - AIRPORT FUND	13,817.22	0.00
022 - ENVIRONMENTAL SERVICES	83,590.46	24.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	6,114.94	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	32,987.43	0.00
380 - PARK BONDS 2020	15,285.00	0.00
610 - TRUST & AGENCY	14,374.25	0.00
630 - ECONOMIC DEV, TOURISM & CONV	94,197.80	0.00
Grand Total:	584,067.19	51,409.46

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-021-100	ACCOUNTS RECEIVABLE	2,282.00	0.00
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	579.00	0.00
001-000-149-691	MUNICIPAL COURT BON	3,328.00	3,328.00
001-000-160-697	DONATION FIRE	1,978.52	0.00
001-100-604-330	COMMUNICATIONS	240.06	0.00
001-110-330-166	TRAUMA TRAFFIC	1,784.75	1,784.75
001-110-330-376	COURT CONSTITUENTS	158.00	158.00
001-110-330-377	MOTOR VEHICLE LIABILI	291.50	291.50
001-110-330-378	APPEARANCE BOND FEE	505.25	505.25
001-110-330-382	TRAFFIC VIOLATION	23,780.50	23,780.50
001-110-330-385	IMPLIED CONSENT	2,418.00	2,418.00
001-110-330-386	WIRELESS COMM FEE	3,772.75	3,772.75
001-110-330-387	OTHER MISDEMEANORS	5,379.21	5,379.21
001-110-330-389	ADULT DRIVER'S TRAINI	110.00	110.00
001-110-330-393	VICTIMS BOND FEE	285.00	285.00
001-110-330-395	DRUG VIOLATION	104.00	104.00
001-110-330-396	NON-ADJUDICATION (IN	1,500.00	1,500.00
001-110-330-397	DUI OFFENSE (INLC14)	255.00	255.00
001-110-330-398	UNINSURED MOTORIST	7,713.50	7,713.50
001-110-604-330	POSTAGE / COMMUNICA	343.21	0.00
001-111-604-330	COMMUNICATIONS	140.94	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	236.91	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	13,248.00	0.00
001-123-604-330	COMMUNICATIONS	770.44	0.00
001-130-501-200	SUPPLIES / ADVERTISIN	27.98	0.00
001-145-501-200	SUPPLIES	177.42	0.00
001-145-604-330	POSTAGE/COPIER/PHON	759.67	0.00
001-145-610-350	TRAVEL/TRAINING	165.00	0.00
001-145-918-805	EQUIPMENT AND FURNI	-23.95	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	6,020.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	4,580.53	0.00
001-169-615-342	LEGAL ADVERTISING & N	91.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	171.05	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	1,722.35	0.00
001-190-604-330	COPIERS/PHONES/IPADS	731.82	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	7.00	0.00
001-192-510-220	SUPPLIES	275.11	0.00
001-192-535-233	COVID-19 EXPENSES	20,326.31	0.00
001-192-625-380	UTILITIES	588.27	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-630-403	REPAIRS TO BUILDING &	75.00	0.00
001-197-525-231	GAS & OIL	30.14	0.00
001-197-600-308	ENGINEERING SERVICES	1,663.50	0.00
001-197-604-330	COMMUNICATIONS	99.31	0.00
001-197-610-350	TRAVEL	51.20	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	790.32	0.00
001-201-525-231	GAS & OIL	3,566.21	0.00
001-201-535-233	UNIFORMS	3,713.46	0.00
001-201-541-240	PRISONER MEDICAL EXP	134.25	0.00
001-201-556-251	POLICE SUPPLIES	112.31	0.00
001-201-600-300	PROFESSIONAL SERVICE	266.00	0.00
001-201-600-304	INFORMANT FEES	1,922.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	343.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	3,060.99	0.00
001-201-615-343	PRINTING & BINDING	1,119.00	0.00
001-201-625-380	UTILITIES	432.14	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	2,452.44	0.00
001-201-635-369	COPIER RENTAL	1,009.22	0.00
001-201-690-450	GPS EXPENSES	1,052.35	0.00
001-201-690-552	POLICE TRAINING/EDUC	800.00	0.00
001-246-600-300	PROFESSIONAL SERVICE	769.84	0.00
001-261-525-231	GAS & OIL	697.91	0.00
001-261-535-233	UNIFORMS	576.68	0.00
001-261-555-208	JANITORIAL & PAPER SU	470.12	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	207.65	0.00
001-261-558-269	BUILDING MAINTENANC	110.00	0.00
001-261-600-319	PHYSICAL EXAMINATION	230.00	0.00
001-261-600-390	FIRE TRAINING	714.91	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,874.05	0.00
001-261-610-350	TRAVEL	10.44	0.00
001-261-625-380	UTILITIES	1,633.65	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	5,278.13	0.00
001-261-630-404	RADIO MAINTENANCE /	1,034.24	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-691-550	MISCELLANEOUS	49.86	0.00
001-261-918-820	FIRE TRUCK EQUIPMENT	4,757.63	0.00
001-281-501-200	OFFICE SUPPLIES	103.45	0.00
001-281-525-231	GAS & OIL	31.98	0.00
001-281-604-330	COPIER/PHONES/IPADS/	99.30	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	430.47	0.00
001-281-830-873	INTEREST (VEHICLES)	20.91	0.00
001-290-625-380	UTILITIES / CODE RED	133.18	0.00
001-301-525-231	GAS & OIL	829.60	0.00
001-301-535-233	UNIFORMS	-92.76	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	516.57	0.00
001-301-560-270	CONSTRUCTION MATERI	7,288.95	0.00
001-301-565-272	STREETS SIGNS & PAINT	914.60	0.00
001-301-604-330	COMMUNICATIONS	339.46	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	27,655.93	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	2,172.00	0.00
001-301-630-400	EQUIPMENT REPAIR &	728.27	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-691-550	MISCELLANEOUS	70.23	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	430.46	0.00
001-301-830-873	INTEREST	20.91	0.00
001-360-525-231	GAS & OIL	54.73	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-501-110	FIELD SUPPLIES	3,409.12	0.00
001-550-501-200	OFFICE SUPPLIES	558.35	0.00
001-550-501-208	JANITORIAL SUPPLIES	163.13	0.00
001-550-501-415	SPORTS PROGRAMS	167.00	0.00
001-550-512-200	TOURNAMENT SUPPLIES	173.94	0.00
001-550-525-231	GAS & OIL	289.24	0.00
001-550-535-233	UNIFORMS	155.33	0.00
001-550-555-250	OFFICE EQUIP / COMPU	12,800.07	0.00
001-550-600-300	PROFESSIONAL SERVICE	4,900.00	0.00
001-550-600-330	PHONES/COPIERS/POST	767.51	0.00
001-550-600-340	UTILITIES	6,265.91	0.00
001-550-630-426	BUILDING MAINT/REPAI	23,082.61	0.00
001-550-690-360	VEHICLE REPAIRS AND M	2,058.44	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-552-600-568	NRPA CONSULTING & PR	3,553.71	0.00
001-600-912-802	OLGA - BRIARWICK REP	9,660.00	0.00
001-600-948-860	BUILD GRANT MATCH (2	8,246.85	0.00
001-653-702-702	S.M.A.R.T. GRANT MATC	50,000.00	0.00
003-560-691-200	MS REBATE EXPENDITUR	3,000.00	0.00
015-505-501-198	BUILDING REPAIRS & M	290.00	0.00
015-505-525-233	JET A FUEL PURCHASES	12,290.53	0.00
015-505-541-237	OPERATING SUPPLIES	187.69	0.00
015-505-600-338	CONTRACT & LEGAL SER	283.16	0.00
015-505-604-330	CELL PHONE/POSTAGE	200.48	0.00
015-505-610-350	TRAVEL/CONFERENCE	140.00	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	392.98	0.00
022-322-491-137	UNEMPLOYMENT PAYM	2,232.39	0.00
022-322-501-200	OFFICE SUPPLIES	475.72	0.00
022-322-525-231	GAS & OIL	3,843.70	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	1,336.27	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	1,868.09	0.00
022-322-600-364	BILLING SERVICES	260.50	0.00
022-322-604-330	COMMUNICATIONS	246.30	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	12,177.20	0.00
022-322-630-400	EQUIPMENT REPAIR &	582.95	0.00
022-322-691-450	GPS EXPENSES	451.75	0.00
022-322-691-550	MISCELLANEOUS	24.00	24.00
022-322-820-872	PRINCIPAL-SWEEPER	3,584.73	0.00
022-322-830-873	INTEREST	158.86	0.00
022-322-918-805	MACHINERY/EQUIP/DU	56,348.00	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	1,400.00	0.00
319-600-948-854	DRAINAGE IMPROVEME	4,714.94	0.00
377-318-680-300	PROFESSIONAL SERVICE	32,987.43	0.00
380-551-600-945	CORNERSTONE PROFESS	15,285.00	0.00
610-000-147-656	DUE TO GOVERNMENT	14,374.25	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	37,679.12	0.00
630-000-147-664	DUE TO VISITORS/CONV.	28,259.34	0.00
630-000-148-655	DUE TO OCEDA	28,259.34	0.00
Grand Total:		584,067.19	51,409.46

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	577,952.25	51,409.46
16032	1,400.00	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
17066	4,714.94	0.00
Grand Total:	584,067.19	51,409.46



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: 12/02/20 ACCOUNT 23110

RUN DATE 11/24/20 PAGE 1
11:06 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	124	ATMOS ENERGY								
3020752702-11/20	11/23/20	0 Utility bill		12/02/20	156.25	.00	ACH			
3020752962-11/20	11/23/20	0 Utility bill		12/02/20	109.82	.00	ACH			
				VENDOR TOTAL:	266.07					
VENDOR:	188	BOX CONSTRUCTION LLC								
11/16/20 - 33-35	11/23/20	0 Sewer repairs		12/02/20	1445.00	.00	ACH			
9/23/20 - 30	11/23/20	0 Sewer main repairs		12/02/20	20620.00	.00	ACH			
				VENDOR TOTAL:	22065.00					
VENDOR:	202	BELL BUILDING SUPPLY								
302731	11/23/20	4429 Parts		12/02/20	7.18	.00	ACH			
303777	11/23/20	4476 Pipes		12/02/20	27.98	.00	ACH			
304039	11/23/20	4465 Repairs		12/02/20	34.75	.00	ACH			
304357	11/23/20	4470 Parts		12/02/20	25.74	.00	ACH			
304360	11/23/20	4469 Parts		12/02/20	13.15	.00	ACH			
304554	11/23/20	4470 Parts		12/02/20	4.75	.00	ACH			
				VENDOR TOTAL:	113.55					
VENDOR:	203	BIG STATE INDUSTRIAL SUPPLY								
1413224	11/23/20	4433 Uniforms		12/02/20	899.00	.00	CHK			
				VENDOR TOTAL:	899.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3104260-000	11/23/20	4375 Repairs		12/02/20	303.55	.00	CHK			
3104278-000	11/23/20	4382 Risers		12/02/20	3016.00	.00	CHK			
3104812-000	11/23/20	4463 Repairs		12/02/20	981.00	.00	CHK			
				VENDOR TOTAL:	4300.55					
VENDOR:	368	CONTROL SYSTEMS, INC								
59072	11/23/20	4479 Service Call Repairs		12/02/20	1788.00	.00	ACH			
				VENDOR TOTAL:	1788.00					
VENDOR:	620	G & C SUPPLY CO., INC.								
435, 437, 496	11/23/20	4485 Metal Detectors		12/02/20	4526.58	.00	ACH			
6797451, 7955	11/23/20	4437 Materials		12/02/20	16785.00	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
6797521	11/23/20	4410	Parts		12/02/20	483.60	.00	ACH			
6798296	11/23/20	4437	Parts		12/02/20	168.60	.00	ACH			
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER								
1018-134411	11/23/20	4475	Repairs		12/02/20	55.66	.00	CHK			
1018-134766	11/23/20	4467	Repairs		12/02/20	40.45	.00	CHK			
1018-134984	11/23/20	4483	Truck Repairs		12/02/20	686.08	.00	CHK			
VENDOR:	702		HACH								
12199980	11/23/20	4462	Lab Supplies		12/02/20	325.35	.00	ACH			
12203366	11/23/20	4462	Lab Supplies		12/02/20	220.95	.00	ACH			
VENDOR:	765		HYDRA SERVICE, INC.								
145235	11/23/20	4466	Parts		12/02/20	437.00	.00	ACH			
VENDOR:	811		MISSISSIPPI 811, INC.								
210221	11/23/20	0	Billing for 811 Service		12/02/20	7723.80	.00	ACH			
VENDOR:	825		H & H CONSTRUCTION & EXC LLC								
959289	11/23/20	0	Repairs		12/02/20	3665.00	.00	ACH			
VENDOR:	1192		LYLE MACHINERY								
W07518	11/23/20	4468	Repairs		12/02/20	2855.31	.00	ACH			
VENDOR:	1320		MS RURAL WATER ASSOCIATION								
10768 - 2021-PT1	11/24/20	0	Annual membership dues		12/02/20	283.75	.00	CHK			
30280	11/23/20	4449	Training Manuals		12/02/20	51.52	.00	CHK			
30285	11/23/20	4490	Training Materials		12/02/20	152.60	.00	CHK			

487.87

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/02/20 ACCOUNT 23110

UNPAID INVOICES

RUN DATE 11/24/20 PAGE 3
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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:	1321	MSU FACILITIES MANAGEMENT								
1948-FY 2020	11/23/20	0 FY20 Sewer Pump Station Cost		12/02/20	757914.88	.00	CHK			
		VENDOR TOTAL:			757914.88					
VENDOR:	1322	MMC MATERIALS, INC.								
663251	11/23/20	4114 Concrete		12/02/20	1370.00	.00	CHK			
680110	11/23/20	4432 Concrete		12/02/20	417.00	.00	CHK			
		VENDOR TOTAL:			1787.00					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
615926	11/23/20	4425 Soil		12/02/20	111.00	.00	ACH			
621148	11/23/20	4378 Uniforms		12/02/20	103.46	.00	ACH			
621343	11/23/20	4459 Uniforms		12/02/20	363.31	.00	ACH			
623201	11/23/20	4480 Boots		12/02/20	135.33	.00	ACH			
		VENDOR TOTAL:			713.10					
VENDOR:	1620	POLLAN PROMOS								
20208891, 0911	11/23/20	4489 Uniforms		12/02/20	997.65	.00	CHK			
		VENDOR TOTAL:			997.65					
VENDOR:	1624	PRIME INSTALLATIONS								
605	11/23/20	4471 Repairs		12/02/20	759.93	.00	CHK			
		VENDOR TOTAL:			759.93					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES								
NOV 2020	11/24/20	0 Utility bills		12/02/20	58343.15	.00	DFT			
		VENDOR TOTAL:			58343.15					
VENDOR:	2001	TAYLOR POWER SYSTEMS INC.								
02610396	11/23/20	4487 Repairs		12/02/20	737.00	.00	ACH			
		VENDOR TOTAL:			737.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/02/20 ACCOUNT 23110

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RUN DATE 11/24/20 11:06 AM

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 2104 UPS

24W1X6450, 6460 11/23/20 0 Postage

VENDOR: 2202 WAYPOINT ANALYTICAL

1055841 11/23/20 4434 Testing

VENDOR: 2309 WILLIAMS EQUIPMENT & SUPPLY

W-3765309 11/23/20 4488 Repairs

VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.

63013 11/23/20 4478 Water

UNPAID INVOICES

INVOICE AMOUNT	INVOICE AMOUNT	TAX AMOUNT	PMT TYP
251.58	251.58	.00	CHK
VENDOR TOTAL:			251.58

252.00	252.00	.00	ACH
VENDOR TOTAL:			252.00

600.00	600.00	.00	CHK
VENDOR TOTAL:			600.00

24.60	24.60	.00	ACH
VENDOR TOTAL:			24.60

GRAND TOTAL: 890274.31

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/02/20 ACCOUNT 23200

RUN DATE 11/25/20 PAGE 1
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INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
03978499	11/23/20	110 ARKANSAS ELECTRIC								
		9492 Safety Supplies		12/02/20	428.72	.00	ACH			
				VENDOR TOTAL:	428.72					
VENDOR:										
464,462,542	11/23/20	131 ALTEC INDUSTRIES, INC.								
		9478 Tools and Supplies		12/02/20	2763.28	.00	ACH			
				VENDOR TOTAL:	2763.28					
VENDOR:										
NOV 2020	11/23/20	139 ACC BUSINESS								
		0 Internet services		12/02/20	1361.44	.00	ACH			
				VENDOR TOTAL:	1361.44					
VENDOR:										
11/21/20	11/23/20	318 CLAYTON VILLAGE MINI STG								
		0 Storage unit rental		12/02/20	115.00	.00	ACH			
				VENDOR TOTAL:	115.00					
VENDOR:										
ZLS0609-FREIGHT	11/24/20	341 CDW GOVERNMENT, INC								
		9445 Gatekeepers		12/02/20	1860.81	.00	ACH			
				VENDOR TOTAL:	1860.81					
VENDOR:										
NP59154425	11/23/20	616 FUELMAN								
NP59183495	11/23/20	0 Fuel		12/02/20	1239.18	.00	CHK			
		0 Fuel		12/02/20	1446.35	.00	CHK			
				VENDOR TOTAL:	2685.53					
VENDOR:										
1018-134997	11/23/20	691 GATEWAY TIRE&SERVICE CENTER								
		9501 Tire Repairs		12/02/20	15.30	.00	CHK			
				VENDOR TOTAL:	15.30					
VENDOR:										
573987	11/23/20	696 GARNER LUMLEY ELECTRIC								
		9429 Supplies		12/02/20	390.00	.00	ACH			
				VENDOR TOTAL:	390.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	912	ITRON, INC.								
564555, 555549	11/23/20	0 Hardware & software maintena		12/02/20	2149.76	.00	ACH			
		VENDOR TOTAL:			2149.76					
VENDOR:	1010	JT RAY COMPANY								
201113-0466	11/23/20	0 Copier service		12/02/20	91.05	.00	ACH			
		VENDOR TOTAL:			91.05					
VENDOR:	1017	JBHM ARCHITECTS PA								
20003.00 - #8	11/23/20	0 Consulting		12/02/20	2900.00	.00	ACH			
		VENDOR TOTAL:			2900.00					
VENDOR:	1205	LOWE'S								
11/07-11/19/20	11/23/20	9504 Supplies, Tools		12/02/20	741.51	.00	CHK			
		VENDOR TOTAL:			741.51					
VENDOR:	1305	NEXAIR, LLC								
08292737	11/23/20	9506 Gas Cylinder Rentals		12/02/20	53.78	.00	ACH			
		VENDOR TOTAL:			53.78					
VENDOR:	1335	VERIZON CONNECT NWF, INC								
OSV000002264223	11/23/20	0 Vehicle GPS Services-CITY206		12/02/20	777.12	.00	CHK			
		VENDOR TOTAL:			777.12					
VENDOR:	1361	M & M PROSAFETY SUPPLY								
02599	11/23/20	9491 Safety Supplies		12/02/20	1356.51	.00	ACH			
		VENDOR TOTAL:			1356.51					
VENDOR:	1394	NARRATIVE 12 LLC								
11/12/20	11/23/20	0 Consulting-Survey		12/02/20	3750.00	.00	ACH			
		VENDOR TOTAL:			3750.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/02/20 ACCOUNT 23200

RUN DATE 11/25/20 PAGE 3
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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:	1400	NESCO									
194,935,941,470	11/23/20	9493	Materials		12/02/20	2121.50	.00	ACH			
					VENDOR TOTAL:	2121.50					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
621150	11/23/20	9500	Supplies		12/02/20	251.96	.00	ACH			
643,646,510,512	11/23/20	9494	Uniforms, Boots		12/02/20	555.63	.00	ACH			
					VENDOR TOTAL:	807.59					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
11/03/20	11/23/20	0	Training, Travel, Supplies		12/02/20	1849.72	.00	CHK			
					VENDOR TOTAL:	1849.72					
VENDOR:	1818	UNITED RENTALS, INC.									
186405549-002	11/23/20	9499	Equipment Rental		12/02/20	1767.00	.00	ACH			
879-029, 631-160	11/23/20	9484	Equipment Rentals		12/02/20	2395.01	.00	ACH			
					VENDOR TOTAL:	4162.01					
VENDOR:	1823	RENASANT INSURANCE, INC.									
1108560-563	11/24/20	0	Employee surety bond		12/02/20	700.00	.00	CHK			
					VENDOR TOTAL:	700.00					
VENDOR:	1887	S & S LINE SERVICE INC									
2200-2203	11/23/20	0	ROW Clearing		12/02/20	8830.60	.00	ACH			
2204-2207	11/23/20	0	ROW Clearing		12/02/20	8830.60	.00	ACH			
					VENDOR TOTAL:	17661.20					
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL									
NOV 2020	11/24/20	0	Utility bills		12/02/20	560.25	.00	DFT			
					VENDOR TOTAL:	560.25					
VENDOR:	1940	STUART C. IRBY									
S012074252.003	11/23/20	9417	Materials		12/02/20	548.00	.00	ACH			
					VENDOR TOTAL:	548.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS								
OCT 2020	11/23/20	0 Phone bill		12/02/20	358.33	.00	CHK			
				VENDOR TOTAL:	358.33					
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS								
0020799-IN	11/24/20	9469 Cable		12/02/20	35339.60	.00	ACH			
20673, 20739	11/23/20	9469 Substation Conductors		12/02/20	28580.40	.00	ACH			
20753-IN	11/23/20	9483 Materials		12/02/20	18224.42	.00	ACH			
				VENDOR TOTAL:	82144.42					
VENDOR:	2021	TCC FACILITIES MANAGEMENT INC								
4113	11/23/20	0 Janitorial services		12/02/20	450.00	.00	ACH			
				VENDOR TOTAL:	450.00					
VENDOR:	2026	TRANSARMOUR INC.								
2097	11/23/20	9472 Materials		12/02/20	2304.00	.00	ACH			
				VENDOR TOTAL:	2304.00					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.								
274,174,422,423	11/23/20	0 Safety training		12/02/20	2914.25	.00	ACH			
				VENDOR TOTAL:	2914.25					
VENDOR:	2116	UTILITECH								
2396	11/23/20	0 Product Development and Supp		12/02/20	500.00	.00	ACH			
				VENDOR TOTAL:	500.00					
VENDOR:	2117	UTILITY MAINT SPECIALIST INC								
4125, 4127	11/23/20	0 SW Substation Testing		12/02/20	46778.00	.00	ACH			
				VENDOR TOTAL:	46778.00					
VENDOR:	2300	WALMART COMMUNITY BRC								
11/16/20 STMT	11/24/20	0 Office Supplies		12/02/20	125.96	.00	CHK			
				VENDOR TOTAL:	125.96					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/02/20 ACCOUNT 23200

RUN DATE 11/25/20 PAGE 5
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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:												
13684	11/24/20	2303	WATERMARK PRINTERS			1399.00	.00	ACH				
						VENDOR TOTAL:	1399.00					
VENDOR:												
63014	11/23/20	2327	WAUKAWAY DISTRIBUTORS, INC.			16.40	.00	ACH				
						VENDOR TOTAL:	16.40					
VENDOR:												
RFP#2 - 10/31/20	11/24/20	2334	WORSHAM BROTHERS CONSTR LLC			77330.00	.00	ACH				
						VENDOR TOTAL:	77330.00					
VENDOR:												
INV-01639	11/23/20	99009998	PATHWAY LENDING			27241.00	.00	CHK				
						VENDOR TOTAL:	27241.00					
						GRAND TOTAL:	291411.44					

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 01, 2020

Page: 1

SUBJECT:

Request authorization to hire Dylan Pedan as a Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Dylan Pedan - non-exempt salary for Certified Police Officers \$38,012 (\$17.00 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Izaac Johnson

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Request authorization to hire Dylan Pedan as a Certified Police Officer in the Starkville Police Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE:
PAGE: 1 of 3**

SUBJECT: Request approval to purchase, from Cannon Motors of MS, fourteen (14) Dodge Chargers PPV V8 (matches State Contract), upfit and striping that would be done by Cannon in Greenwood and delivered to Starkville completed and ready to patrol for a total of \$433,734.00 with City Clerk / CFO to advertise for financing.

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

FISCAL NOTE: n/a

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Sgt. Kenley Reaves

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move approval to purchase, from Cannon Motors of MS, fourteen (14) Dodge Chargers PPV V8 (matches State Contract), upfit and striping that would be done by Cannon in Greenwood and delivered to Starkville completed and ready to patrol for a total of \$433,734.00.



October 20, 2020

City of Starkville

Attention: Sergeant Kenley Reaves

Via email: k.reaves@cityofstarkville.org

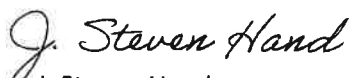
RE: 2021 Charger quote

Sergeant Reaves, I am glad you are recovering from being out for the past 3 weeks. I hope you continue to your journey to a full recovery without any obstacles. Below is the quote on the car, upfit and striping that you asked me to send you. The upfits would be done here in Greenwood, along with the striping and delivered to Starkville completed and ready to patrol. Let me know if you have any questions.

2021 Charger PPV V8	\$24,381
Vinyl rear seats (option code X9)	\$115
LED Spotlight (option code LNX)	\$140
Patrol upfit	\$5,895*
Reflective graphics	\$450
Final cost of car "Ready to Roll"	\$30,981

The cost for 14 cars would be \$433,734.

*Patrol upfit includes 52" LED lightbar with turndowns and alleys, console with cupholders, 100W speaker, siren, push bumper with LED's, cage and tag lights


J. Steven Hand

Fleet Sales Manager

Cannon Motors of MS & AR-Commercial Division

70249 Hwy 82 W.

Greenwood, MS 38930

STANDARD/OPTIONAL EQUIPMENT FORM
 DESCRIPTION: Full size, Rear Wheel Drive, Sedan
 VENDOR: Landers Dodge
 ITEM NO.: 071-05-40060-5
 MAKE/MODEL: Dodge Charger Pursuit
 ENGINE: 5.7L Hemi V-8
 PRICE INCLUDING TITLE FEE: \$ 234,381.00

DESCRIPTION: Full size, Rear Wheel Drive, Sedan
VENDOR: Landers Dodge
ITEM NO.: 071-05-40060-5
MAKE/MODEL: Dodge Charger Pursuit
ENGINE: 5.7L Hemi V-8

PRICE INCLUDING TITLE FEE: \$

\$24,381.00

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

SILVER GRANITE

RED, BLUE,

BLACK WHITE

GRANITE

WHITE

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
3.6L V-6 AWD		\$2,250	
Transmission, 4 speed auto	INC		
Speed Control	INC		
Steering Wheel, Tilt/Power Windows & Locks	INC		
Air Conditioning	INC		
Braking System, Anti-Lock	INC		
Clock, Digital	INC		
Tire, Conventional Spare	INC		
Hands Free Capability	INC		

Orders are now being accepted but production will not begin until the 3rd week of November with delivery expected 90-120 days later

FOR 2021 ALL V-8 CHARGERS WILL BE REAR WHEEL DRIVE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: December 1, 2020
PAGE: 1 of 3**

SUBJECT: Discussion and consideration to allow Chief Mark Ballard to attend the MS Association of Chiefs of Police 2021 Winter Educational Conference in Jackson, MS January 12th – January 15th at a total cost of \$ 737.00.

AMOUNT & SOURCE OF FUNDING:

LINE ITEM: Training 001-201-690-552

FISCAL NOTE:

Conference Registration Fee: (MS ASSOC CHIEFS OF POLICE)	\$ 350.00
Hotel: Embassy Suites by Hilton Jackson North Ridgeland	<u>\$ 387.00</u>
	\$ 737.00

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY: NA

SUGGESTED MOTION: Move to allow Chief Mark Ballard to attend the MS Association of Chiefs of Police 2021 Winter Educational Conference in Jackson, MS January 12th – January 15th at a total cost of \$ 737.00.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: December 1, 2020
PAGE: 1 of 6**

SUBJECT: Approval to replace the existing Canon copier with a Canon Image Runner Advance DX 257if copier at a savings of \$2.55 per month.

AMOUNT & SOURCE OF FUNDING: copier rental

LINE ITEM 001-201-635-369

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

The current lease of the broken Canon is \$53 per month. The new Canon would be \$50.45 per month. The maintenance contract includes all parts, labor, toner, and supplies for a cost \$.01010 per b/w copy and \$.0835 per color.

SUGGESTED MOTION: Move to replace the existing broken leased Canon copier with a new and cheaper Canon Image Runner Advance DX 257if copier.
The current lease of the broken Canon is \$53 per month. The new Canon would be \$50.45 per month. The maintenance contract includes all parts, labor, toner, and supplies for a cost \$.01010 per b/w copy and \$.0835 per color.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

Starkville, MS 39759

Phone: 662.418.8272

www.csa.canon.com

City Of Starkville
Police Department
November 23, 2020

Thank you for allowing Canon Solutions America to submit this proposal for your new multifunctional digital copier needs. The Canon imageRunner Advance DX 527if is a multifunctional digital copier just introduced with the latest in digital technology. The imageRunner Advance DX 527if is 55 ppm b/w copier, scanner, fax and printer. The following are the specifications

ITEM	Item #	60 Month Rental
Canon imageRunner Advance DX C257iF Base Model	3882C002BA	\$46.62
Power Filter	6101AU76AA	\$3.83
Total State Contract		\$50.45

This unit is proposed with Copy/Print/Fax/Colorscan technology

Maintenance Contract: Includes all parts, labor, toner, and supplies for a cost of **DX C257iF = \$.01010** per b/w copy and **\$.0835** per color.

This contract includes everything except paper and staples. 4 hour response time Guaranteed. NO Charge for scanning. This can be billed monthly or quarterly.

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the _____ day of _____, 20 ____ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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

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

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: City Of Starkville- Police Dept.

Bill To Address: 101 East Lampkin St

Police Dept.

Starkville, MS 39759

Ship To Address: 101 East Lampkin St.

Police Dept.

Starkville, MS 39759

Description of Equipment, Software, or Services

Price:

IRA DX C257if Base Model, Power Filter

\$50.45

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

Delivery Schedule and Installation Date:

Rental Term: (Number of Months): 60

Start Date: 1/1/21

End Date: 12/31/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper. IRA DX C257if – paying \$.01010 per b/w copy and \$.0835 per color copy

Vendor Signature

Customer Signature



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

AGENDA ITEM NO:
AGENDA DATE: December 1, 2020
PAGE: 1

SUBJECT: Request authorization to declare the 2003 Chevrolet 1-Ton Dump Truck body and cab only (vin: 1GBJC34U73E330398) as surplus and to auction on govdeals, and authorization to purchase a similar vehicle replacement from state contract not to exceed \$29,500.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to declare the 2003 Chevrolet 1-Ton Dump Truck body and cab only (vin: 1GBJC34U73E330398) as surplus and to auction on govdeals, and authorization to purchase a similar vehicle replacement from state contract not to exceed \$29,500.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Cab and Chassis, 60 in cab to axle, 14,001-16,000 GVWR, Regular Cab

VENDOR: Jackson Mac Haik

ITEM NO.: 070-4730170-5

MAKE/MODEL 4500 REG CAB CHASSIS 4X2 144.5 IN WB CA OF 60 IN

ENGINE: 6.4L V8 HEAVY DUTY HEMI ENGINE

PRICE INCLUDING TITLE FEE: \$ 28,890.00

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Contract No: 8200053786

E-Mail: bbarlow@machaikms.com

Phone: 601-517-3097

Toll Free:

Fax:

ITEM

List optional engines:

OPTION DEALER OPTION
CODE COST CODE

6.7L 16 CUMMINS TURBO DIESEL		\$7,309	
Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Heater		INC	
Trailer Tow Mirrors		INC	
Radio, AM/FM		INC	
Driver & Pass Air Bag		INC	
Transmission, 5-Speed Auto		INC	
Trailer Towing Package		INC	
Full Size Spare		INC	
Bumper		INC	
Cooling System		INC	

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

Truck & cab ONLY
Body, PTO, trailer brakes,
Bed any other accessories