



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
December 15, 2020**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESS MEETING OF TUESDAY, DECEMBER 15, 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 DECEMBER 1, 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. SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

B. SECOND PUBLIC HEARING AND CONSIDERATION 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).

C. PUBLIC HEARING AND CONSIDERATION 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.

D. PUBLIC HEARING AND CONSIDERATION OF VA 20-04: A REQUEST FOR A VARIANCE FROM REQUIRED CURB WIDTH, BUILDING SETBACK, RIGHT OF WAY & MEDIAN LIMITS, AND TRAVEL LANE WIDTH FOR PHASE III ADELAIDE SUBDIVISION LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF THE RE-INSTATEMENT OF A RECYCLING PROGRAM FOR THE CITY OF STARKVILLE

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

1. CONSIDERATION OF PP 20-05 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "ADELAIDE, PHASE III".
2. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

C. COURTS

1. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE 2021 STREET OVERLAY LISTING AND AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS FOR THE 2021 STREET IMPROVEMENT PROJECT.
2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE STARK ROAD SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC IN THE AMOUNT OF \$9,655.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
3. CONSIDERATION OF APPROVAL OF THE OLD WEST POINT BRIDGE PROJECT DESIGN AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE PROJECT.
4. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT WITH NEEL SHAFFER TO PROVIDE AS-NEEDED SURVEYING SERVICES.
5. CONSIDERATION OF TRANSFERRING THE WATER DEPARTMENT BUILDING LOCATED AT 402 DR. D.L. CONNOR DRIVE TO THE STREET DEPARTMENT ONCE THE NEW OPERATIONS CENTER BUILDING IS

COMPLETED (ANTICIPATED SUMMER 2021) WITH THE UTILITIES DEPARTMENT RETAINING A PORTION OF THE BUILDING AND GROUNDS FOR WATER OPERATIONS.

6. CONSIDERATION OF PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT #2 FOR THE BUILD GRANT PROJECT RELATED TO PRELIMINARY ENGINEERING SERVICES.
7. CONSIDERATION OF RECEIVING THE BIDS FOR THE LINKAGE TAP PROJECT, ACCEPTANCE OF THE LOW BID FROM BYRUM CONSTRUCTION IN THE AMOUNT OF \$609,795.95 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT AND ALL NECESSARY MDOT PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 8, 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 THE NOVEMBER 2020 FINANCIAL STATEMENTS.
3. ACCEPTANCE OF FISCAL YEAR 2021 BUDGET AMENDMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILLIAM "RYAN" MOTT, ANNA BETH ROBERTSON, AND SARAH E. THOMPSON, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON DECEMBER 7, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
2. REQUEST AUTHORIZATION TO HIRE MIGUEL GRAHAM AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT AND JACOB BARKSDALE AND JORGE MANJARREZ AS AN ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JUSTIN MAYNARD AND SARAH PEREZ AS CODE ENFORCEMENT OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BOBBY BARDWELL AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER REED AS AN AUTO TECHNICIAN FOR THE UTILITIES AND STREET DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF SERVICE ORDER WITH CSPIRE FOR FIBER INTERNET SERVICE FOR CORNERSTONE PARK AT STATE CONTRACT PRICING.

I. PARKS

1. REQUEST APPROVAL OF RECOMMENDATION FROM THE DESIGN TEAM TO AWARD CORNERSTONE PHASE 2 – BUILDINGS TO THE LOWEST BIDDER, T&M STEEL ERECTORS, INC., IN THE AMOUNT OF \$3,192,000 WHICH INCLUDES INSTALLATION OF PAVILION AND RESTROOMS BUILDINGS/STRUCTURES FOR THE CORNERSTONE PROJECT.

J. POLICE DEPARTMENT

1. POLICE DIVISION

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT DIVISION

1. CONSIDERATION OF A RESOLUTION UNDER MISS. CODE ANN. § 21-19-11 TO ADJUDICATE THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND LIEN OF THE SAME AGAINST PROPERTY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO SELL THE TIMBER INVOLVING 38+/- ACRES ON THE SOUTH END OF THE WASTEWATER TREATMENT PLANT PROPERTY TO B&G WOOD INC. FOR \$40,000.00.

2. REQUEST APPROVAL OF LOWEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY IN THE AMOUNT OF \$6,998.00 FOR THE PURCHASE OF MANHOLE RISERS.

3. REQUEST APPROVAL OF LOWEST QUOTE FROM SYNERGETICS TO REPLACE AN OUTDATED BARRACUDA WEBFILTER IN THE AMOUNT OF \$19,795.00 WHICH INCLUDES A 5-YEAR LICENSING/EQUIPMENT AGREEMENT.

4. REQUEST AUTHORIZATION TO PURCHASE 6 DELL COMPUTERS FROM STATE CONTRACT TO REPLACE COMPUTERS THAT HAVE REACHED THE END OF LIFE IN AMOUNT \$8,624.94.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL JANUARY 5, 2021 @ 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: 12-15-20
PAGE: 1 of 27

SUBJECT: Request approval of the minutes of the December 1, 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 December 1, 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
December 1, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 1, 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. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Beatty asked to table X.C. Board Business, "Consideration of Recycling Program Options".

Alderman Walker asked that it be noted he was recusing himself from XI. Department Business, D. Engineering Department, Item 1, Huntington Park Signage.

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

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

Alderman Vaughn offered a motion, duly seconded by Alderman Beatty, to approve the December 1, 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, DECEMBER 1, 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 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.

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.

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Consent items 2 – 14:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 3, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 3, 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 NOVEMBER 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 13, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval extending the Proclamation of a Local Emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

DATE: December 1, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the 2021 Holiday Schedule for the City of Starkville contingent on the Governor of the State of Mississippi designating Friday, November 26 and Friday, December 24 as paid holidays by Proclamation, and the 2021 Sanitation Holiday Trash Pickup Schedule” is enumerated, this consent item is thereby approved.

	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

2021 Sanitation Schedule is on the following page.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Section 3 Plan Resolution for the Babylon Road Sewer Community Development Block Grant (CDBG) project” is enumerated, this consent item is thereby approved.

Resolution follows the Sanitation Schedule.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Maintenance Plan Resolution for the Babylon Road Sewer Community Development Block grant (CDBG) project” is enumerated, this consent item is thereby approved.

Resolution follows the Section 3 Plan Resolution.

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 FRIDAY
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](#).

**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

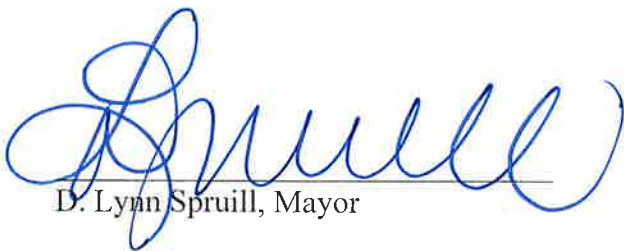
WHEREAS, the City of Starkville, Mississippi has specific obligations to maintain the sewer system within the municipality; and

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



“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.

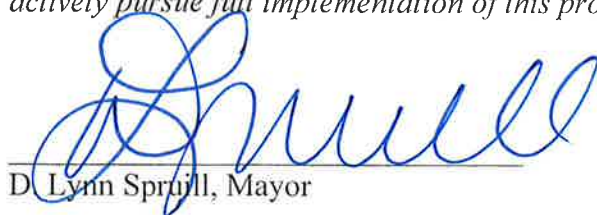
F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.

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

**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:



Lesa Hardin, City Clerk

BY: 

D. Lynn Spruill, Mayor

(SEAL)



9. 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.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, to approve 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, the Board voted as follows:

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

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

The agreement follows this page.

10. CONSIDERATION TO HIRE DYLAN PEDAN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Dylan Pedan as a Certified Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF 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.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase, from Cannon Motors of MS, fourteen (14) Dodge Chargers PPV V8 (matches State Contract), up fit 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” is enumerated, this consent item is thereby approved.

12. 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.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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 not to exceed \$750.00” is enumerated, this consent item is thereby approved.

STREET RIGHT OF WAY ENCROACHMENT
AGREEMENT

THIS AGREEMENT, made and entered into by and between JACKSON CONST., 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.

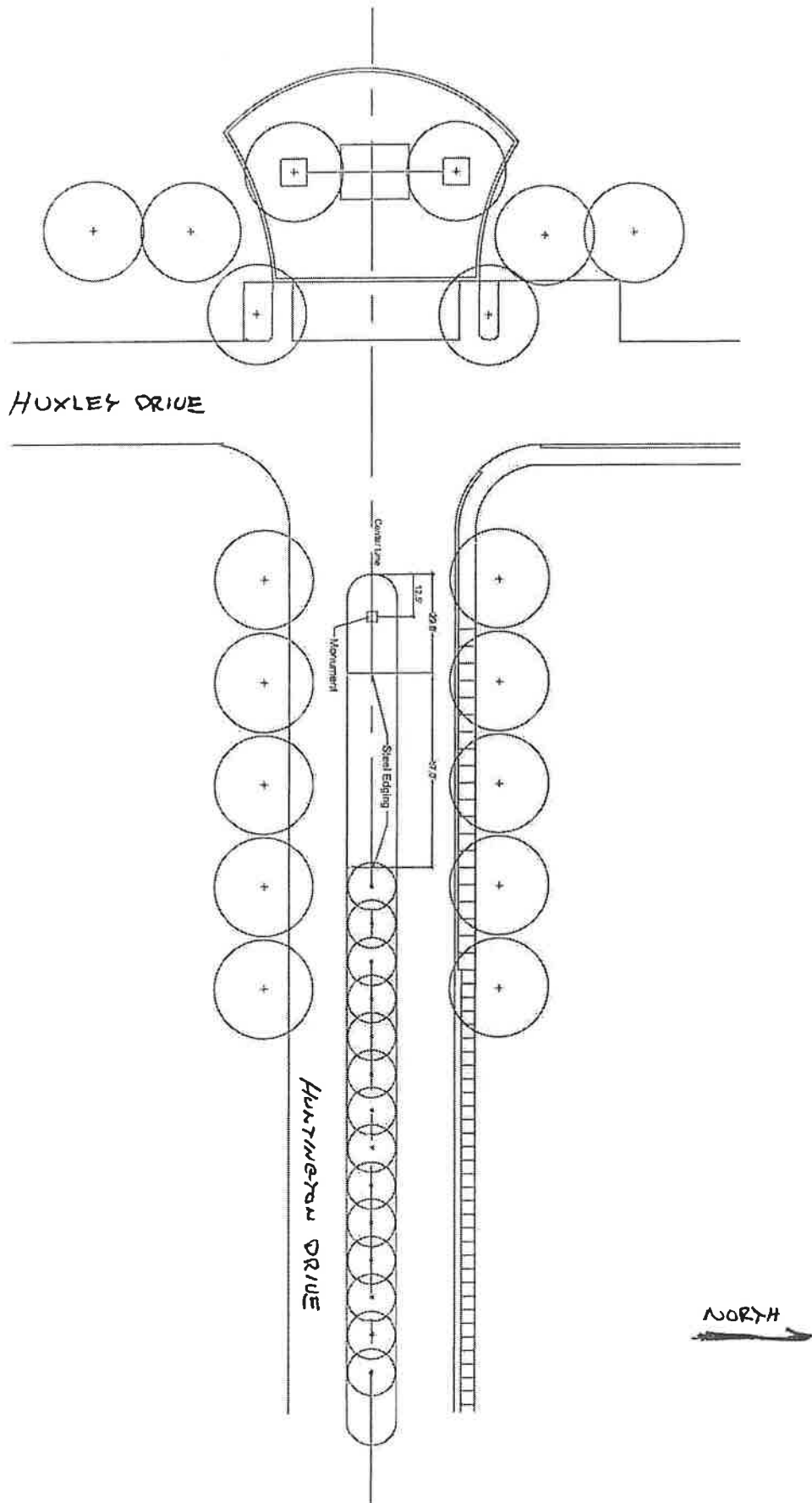
IN WITNESS WHEREOF, the parties have executed this agreement this 18th day of 11, 2020.

**CITY OF
STARKVILLE**

By: 
12/1/20 Mayor D. Lynn Spruill

JACKSON CONST. INC.

By: 
**PROPERTY
OWNER**



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

13. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a rental agreement to replace the existing canon copier with a Canon Image Runner Advance DX 257IF copier” is enumerated, this consent item is thereby approved.

Rental agreement follows this page.

14. CONSIDERATION OF 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.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted the Governor had placed Oktibbeha County under a mask mandate earlier in the day until December 11. She then encouraged everyone to watch the compilation of past Starkville Christmas parades being shown on the local television channel. Mayor Spruill thanked Vice-Mayor Perkins for conducting the welcome at the Mill Christmas Market December 2, 2020 in her place.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that everyone join him daily in praying for police officers.
Catherine Clark, expressed her support for a local recycling program efforts.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

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

John Higgins, MSU Graduate and owner of Spring Street Cigars, discussed his plans and presented renderings for a proposed Starkville location and encouraged the Board to revise the current No Smoking Ordinance to include cigar lounges under certain restrictions.

Alvin Turner encouraged people to strive to be smoke free.

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

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 *City of Starkville*
Title *Mayor*
Address *110 West Main Street*
City, State, & Zip Code *Starkville, MS 39759*

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 1st day of December, 2020.

Customer: City of Starkville <

By:  _____
Authorized Signature

Printed Name: D. Lynn Spruill

Title: Mayor

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



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.

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).

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

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

15. 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 24, 2020 for fiscal years 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	\$ 320,525.09
Restricted Fire Fund	003	3,000.00
Airport Fund	015	13,817.22
Sanitation	022	83,590.46
Computer Assessments	107	175.00
Public Improvement Bond	319	6,114.94
Park Improvement Bonds	380	15,285.00
BUILD Grant	377	32,987.43
Trust & Agency	610	14,374.25
Economic Dev, Tourism, Conv	630	94,197.80
Sub Total Before Utilities		\$ 584,067.19
Utilities Dept.	SED	1,181,685.75
Total Claims	Total	\$ 1,765,752.94

16. MOTION TO SUSPEND AN EMPLOYEE OF THE STARKVILLE POLICE DEPARTMENT THREE DAYS WITHOUT PAY, AND PLACING HIM ON 6 MONTHS' PROBATION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to accept the disciplinary recommendation of the Starkville Police Chief to suspend Arin Hanohano for 3 days without pay and place him on 6 months' probation, 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.

17. MOTION TO RECESS UNTIL DECEMBER 15, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until December 15, 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: December 15, 2020

PAGE: 1

SUBJECT: Second Public Hearing and Consideration to amend the No Smoking Ordinance for the City of Starkville to revise the smoking location to include cigar lounges under certain specific restrictions

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This ordinance was authorized in 2008 for the purpose of making the City of Starkville a non-smoking community in public and civic locations. This amendment is to further define and refine the ordinance to provide for the allowance of cigars and pipes specifically and solely to be considered approved in the Leisure and Entertainment District and in a single use building.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Henry Vaughn

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Alderman Henry Vaughn

SUGGESTED MOTION:

Move approval of amending the City of Starkville Code of Ordinances, Chapter 82, Article IV, Sec. 82-91 Et seq to allow for the use of cigar and pipe smoking designated solely in the Leisure and Entertainment district and with specific restrictions as outlined in the amendments to the ordinance.

ORDINANCE NUMBER 2020-
AN ORDINANCE TO CREATE RULES AND REGULATIONS
FOR SMOKING IN PUBLIC PLACES AND PLACES OF
EMPLOYMENT

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.

“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.

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.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 15, 2020

PAGE: 1

SUBJECT: Second Public Hearing and Consideration to adopt and amend Code Chapter 98 and the Ordinance for the new street map and accept name changes and name corrections to the City of Starkville street map in accordance with MS Code §65-7-143(4).

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This ordinance is required according to state statute if the municipality needs to adopt street and/or rename streets to be included in the official street map.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Edward Kemp

SUGGESTED MOTION:

Move approval of adopting and amending 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).

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



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

AGENDA ITEM DEPT.: Code Enforcement
AGENDA DATE: December 15, 2020
PAGE: Page 1of 28

SUBJECT:

Public Hearing and Consideration under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community.

SUMMARY:

Both properties are owned by the Annie Hinton Doss Estate.

606 WHITFIELD STREET

1. An initial inspection performed on March 28, 2019;
2. Code violation letter was sent out on March 29, 2019;
3. Inspection failed on August 29, 2019;
4. The property was adjudicated by the BOA on November 5, 2019. At the meeting the owner asked the BOA if she was allowed to renovate the brick building and the BOA allowed her to do so; and,
5. Inspection failed on November 3, 2020 and there has been no building permit application so far.

102 CURTIS STREET

1. An initial inspection performed on March 28, 2019;
2. Staff found that Venson Hinton was living in the building at around March 29, 2019;
3. Inspection failed on August 29, 2019; and,

Inspection failed again on November 3, 2020, and staff found that no one was living in the building at the time of inspection. In fact, currently, the yellow building located on the property is not habitable at all.

On November 17, 2020, the Board held a Call-For meeting and determined to conduct a public hearing on its own motion as allowed under Miss. Code Ann. § 21-19-11.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Mark Ballard, Police Chief

FOR MORE INFORMATION, CONTACT:

Sgt. Brooke Carpenter @ 662-769-4426; or,
Simon Kim, Community Development Director @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move determine that the properties located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

Doss Annie Hinton Estate
102 Curtis Street
Starkville, MS 39759

November 18, 2020

NOTICE

PARCEL NUMBER: 102C-00-177.00

Residents, 102 Curtis Street, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 15, 2020**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact:

Sgt. Brooke Carpenter, The Starkville Police Department at (662) 769-4426

Simon Kim, Community Development Director at (662) 323-2525 ext.3119

Doss Annie Hinton Estate
102 Curtis Street
Starkville, MS 39759

November 18, 2020

NOTICE

PARCEL NUMBER: 102C-00-155.00

Residents, 606 Whitfield Street, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 15, 2020**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact:

Sgt. Brooke Carpenter, The Starkville Police Department at (662) 769-4426

Simon Kim, Community Development Director at (662) 323-2525 ext.3119

OkTibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 4/2020

Tax Year 2020

Records Last Updated 11/ 3/2020

PROPERTY DETAIL

OWNER DOSS ANNIE HINTON
102 CURTIS ST

STARKVILLE MS 39759

ACRES : **NA**
LAND VALUE : 12000
IMPROVEMENTS : 2070
TOTAL VALUE: 14070
ASSESSED : 2111

PARCEL 102C-00-155.00**ADDRESS** 606 WHITFIELD**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	116.29	0.00	116.29
CITY	63.60	0.00	63.60
SCHOOL	137.45	0.00	137.45
TOTAL	317.34	0.00	317.34

LAST PAYMENT DATE **NA****TAXES DELINQUENT PRIOR YEAR****MISCELLANEOUS INFORMATION****EXEMPT CODE****LEGAL** LOT 8 B CITY 47-A**HOMESTEAD CODE** None

MAP 102C DB/PG 655/080 764/638

TAX DISTRICT 1110**PPIN** 003353**SECTION** 04**TOWNSHIP** 18N**RANGE** 14E**Book** **Page**[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2019	MONT'S GRADY	NOT REDEEMED
2018	DOWNTOWN RESTORATION	NOT REDEEMED
2017	DOWNTOWN RESTORATION	6/ 5/2020 DEWAYNE DOSS
2016	MONT'S GRADY	6/11/2018 VENSON E HINTON

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)







HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Case #: 1339

Case Date: 03/28/19

Complainant Name: Code Inspector

Complainant Address:

Complainant Phone:

Description: Dilapidated Structure

Status: Open

Physical Address: 606 Whitfield Street

Reason: Not w/in code

Code Reference: 21-19-11 - Property to be condemned

Date of Warning Letter: 03/29/2019

Notes:

Summons Number:

Court Date:

Court Ruling:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
102C-00-155.00	606 Whitfield Street		DOSS ANNIE HINTON		R-3 Multi-Family

Activities

Date	Activity Type	Description	Employee	Status
03/28/2019	Email Correspondence	Took pics	Jeff Lyles	Assigned
08/29/2019	Inspection	Property is still in need of cleaning, secured entryways and repairs.	Amy Counteraman	Assigned

Violations

Date	Violation	Description	Notes	Status
03/28/2019	21-19-11 - Property to be			

Uploaded Files	
Date	File Name
10/07/2019	
08/28/2019	
08/28/2019	
08/28/2019	
03/29/2019	
03/28/2019	



Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 4/2020

Tax Year 2020

Records Last Updated 11/ 3/2020

PROPERTY DETAIL

OWNER DOSS ANNIE HINTON ESTATE **ACRES : **NA****
 102 CURTIS ST **LAND VALUE : 20000**
IMPROVEMENTS : 19980
 STARKVILLE MS 39759 **TOTAL VALUE: 39980**
ASSESSED : 3998

PARCEL 102C-00-177.00**ADDRESS** 102 CURTIS**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
W/PT LOT 4 E & A TRIANGLE FROM	
HOMESTEAD CODE DIS	SW COR LOT 7 CITY BLK 47
TAX DISTRICT 1110	MAP 102C DB/PG 627/331 764/638
PPIN 003328	
SECTION 04	
TOWNSHIP 18N	
RANGE 14E	

Book **Page**[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
------	---------	------------------

NO TAX SALES FOUND

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)











HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Case #: 1338

Case Date: 03/28/19

Complainant Name: Code Inspector

Complainant Address:

Complainant Phone:

Description: Dilapidated Structure

Status: Open

Physical Address: 102 Curtis Circle

Reason: Not w/in code

Code Reference: 21-19-11 - Property to be condemned

Date of Warning Letter: 03/29/2019

Notes:

Summons Number:

Court Date:

Court Ruling:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
102c-00-177.00	102 Curtis Circle		Annie Hinton Doss Estate		

Activities

Date	Activity Type	Description	Employee	Status
03/28/2019	Inspection	Took pics	Jeff Lyles	Assigned
08/29/2019	Inspection	Property is still in need of cleaning and repairs, or more appropriately demolition.	Amy Countermand	Assigned

Violations

Date	Violation	Description	Notes	Status
03/28/2019	21-19-11 - Property to be			

Uploaded Files	
Date	File Name
10/07/2019	
08/28/2019	
08/28/2019	
08/28/2019	
03/29/2019	
03/28/2019	



Public Hearing and Consideration under Miss. Code Ann. § 21-19-11 to determine whether the structures located at **606 Whitfield Street** with the parcel number 102C-00-155.00 and **102 Curtis Street** with the parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community.

12/15/2020

The BOA Meeting

606 Whitfield Street & 102 Curtis

- Both Properties are owned by the Annie Hinton Doss Estate;
- On November 17, 2020, the Board held a Call-For meeting and determined to conduct a public hearing on its own motion as allowed under Miss. Code Ann. § 21-19-11; and
- The 2-week notifications for the public hearing were posted and mailed as required by MCA §21-19-11.

Doss Annie Hinton Estate
102 Curtis Street
Starkville, MS 39759

November 18, 2020

NOTICE

PARCEL NUMBER: 102C-00-155.00

Residents, 606 Whitfield Street, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 15, 2020**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact:

Sgt. Brooke Carpenter, The Starkville Police Department at (662) 769-4426

Simon Kim, Community Development Director at (662) 323-2525 ext.3119

Doss Annie Hinton Estate
102 Curtis Street
Starkville, MS 39759

November 18, 2020

NOTICE

PARCEL NUMBER: 102C-00-177.00

Residents, 102 Curtis Street, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 15, 2020**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact:

Sgt. Brooke Carpenter, The Starkville Police Department at (662) 769-4426

Simon Kim, Community Development Director at (662) 323-2525 ext.3119

606 Whitfield Street

- An initial inspection performed on March 28, 2019;
- Code violation letter was sent out on March 29, 2019;
- Inspection failed on August 29, 2019;
- The property was adjudicated by the BOA on November 5, 2019. At the meeting the owner asked the BOA if she was allowed to renovate the brick building and the BOA allowed her to do so; and,
- Inspection failed on November 3, 2020 and there has been no building permit application so far.



102 Curtis Street

- An initial inspection performed on March 28, 2019;
- Staff found that Venson Hinton was living in the building at around March 29, 2019;
- Inspection failed on August 29, 2019; and,
- Inspection failed again on November 3, 2020, and staff found that no one was living in the building at the time of inspection.
- Currently, the yellow building located on the property is not habitable at all.





Suggested Motion

- Move determine that the properties located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 15, 2020
PAGE: Page 1 of 10

SUBJECT:

Public Hearing and Consideration of VA 20-04 a request for a variance from required curb width, building setback, right of way & median limits, and travel lane width for Phase III Adelaide Subdivision located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within a TN-N zoning district with the parcel numbers 105-15-007.00 and 105-22-001.00.

BACKGROUND INFORMATION:

The applicant, Neel-Schaffer on behalf of Live Adelaide LLC, is requesting a variance from required curb width, building setback, right of way & median limits, and travel lane width for Phase III Adelaide Subdivision. Phase I of the Adelaide Subdivision began in 2016. As part of the approval of the initial phase, a variance was granted from street right-of-way width, roadway width, and curb type. The variance was approved by the Board of Aldermen on February 16, 2016. In December of 2019 the Unified Development Code was adopted. New requirements relating to setbacks and development standards were established. In order for the Phase III to match Phase I and II, additional variances are required. The Development Review Committee has begun to review the preliminary plat virtually in the MyGov permitting system. The Preliminary Plat (See Attachment 3) is currently scheduled to be reviewed by the Planning and Zoning Commission on August 11, 2020. On July 22, 2020, the Board of Adjustments and Appeals recommended approval 6 to 0.

NOTIFICATION:

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

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on November 29, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION:

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

ANALYSIS:

In the opinion of the Planning Department the proposed variance request could meet the criteria for variance review and approval.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of VA 20-04 for a Variance from required curb width, building setback, right of way & median limits, and travel lane width for the Adelaide Subdivision Phase III.



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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: VA 20-04 Request for a variance from required curb width, building setback, right of way & median limits, and travel lane width for Phase III Adelaide Subdivision located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within is a TN-N zoning district with the parcel numbers 105-15-007.00 and 105-22-001.00.
Date: July 22, 2020

The purpose of this report is to provide information regarding Variance Request by Neel-Schaffer on behalf of Live Adelaide LLC for a variance from required curb width, building setback, right of way & median limits, and travel lane width for Phase III Adelaide Subdivision located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within is a TN-N zoning district with the parcel numbers 105-15-007.00 and 105-22-001.00.. Please see attachments 1- 7.

BACKGROUND INFORMATION

Phase I of the Adelaide Subdivision began in 2016. As part of the approval of the initial phase, a variance was granted from street right-of-way width, roadway width, and curb type. The variance was approved by the Board of Aldermen on February 16, 2016. In December of 2019 the Unified Development Code was adopted. New requirements relating to setbacks and development standards were established. In order for the Phase III to match Phase I and II, additional variances are required. The Development Review Committee has begun to review the preliminary plat virtually in the MyGov permitting system. The Preliminary Plat (See Attachment 3) is currently scheduled to be reviewed by the Planning and Zoning Commission on August 11, 2020. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the August 18, 2020 meeting.

VARIANCE REQUESTS FROM UDC

1. **Curb Width**- Section 15.4.2.A.3. Gutter width 2.5' (See Attachment 4)
Request: Reduce curb and gutter width from 2.5' to 2'. (See Attachment 7)
Reasoning: To match existing phases
2. **Front Setback**- Section 6.3.4 Fig 6.3-1. B1 Front Setback- 10' min 15' max (See Attachment 5)
Request: Reduce front setback from 10' min to 6' min
Reasoning: To match existing phases
3. **Right of way & Median Limits**- Section 15.4.2.A.3. Median Width 22' (See Attachment 4)
Request: Increase the width of the "median" for the street type Avenue Traditional, 2-Lane, Divided, Parallel Parking. (See Attachment 7)
Reasoning: The proposed one-way street is planned to follow both sides of the existing natural stream. The stream has wooded vegetation along both sides intended to remain and be preserved as a common area for the neighborhood. Thus, increasing the dimensional requirements of a median for the proposed street type.

4. **Travel Lane Width (pavement width)**- Section 15.4.2.B.3. travel lane width 12' (See Attachment 4) and Section 15.4.2.D.3 travel lane width 11' (See Attachment 6)

Request: Provide bulb outs for crosswalk reducing travel lane width to 10' in areas. (See Attachment 7)

Reasoning: To match existing phases

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

- 1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
- 2. A legal ad was published in the Starkville Daily News on July 5, 2020.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

ANALYSIS

In the opinion of the Planning Department the proposed variance request could meet the criteria for variance review and approval. The proposed variances would match the existing phases.

CONDITIONS OF APPROVAL

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

Attachment 1
VA 20-04 Aerial



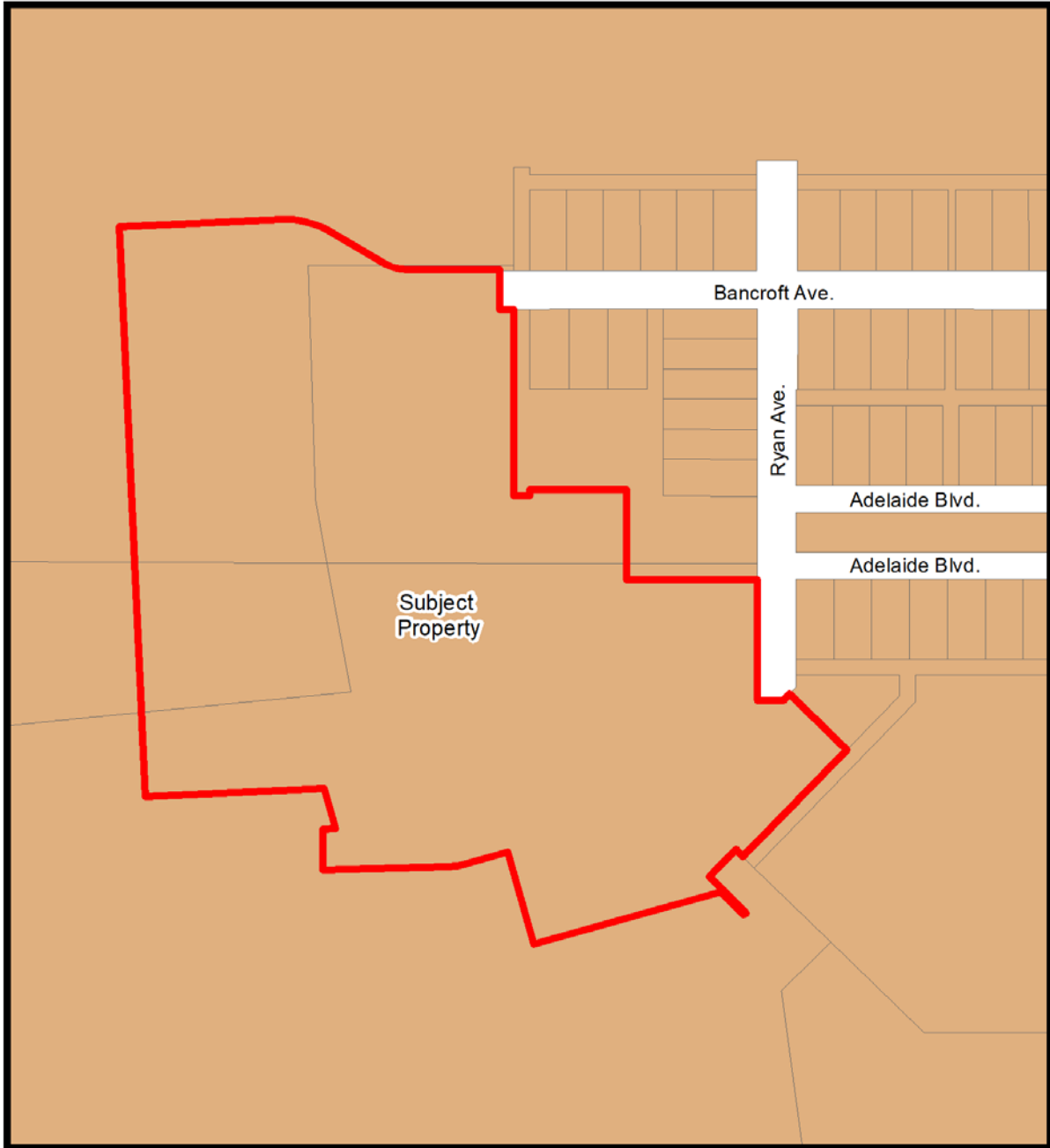
Legend

 Subject Property

0 100 200 400 600 Feet



Attachment 2
VA 20-04 Zoning



Legend

-  Subject Property
-  TN-N Traditional Neighborhood- New

0 100 200 400 600 Feet



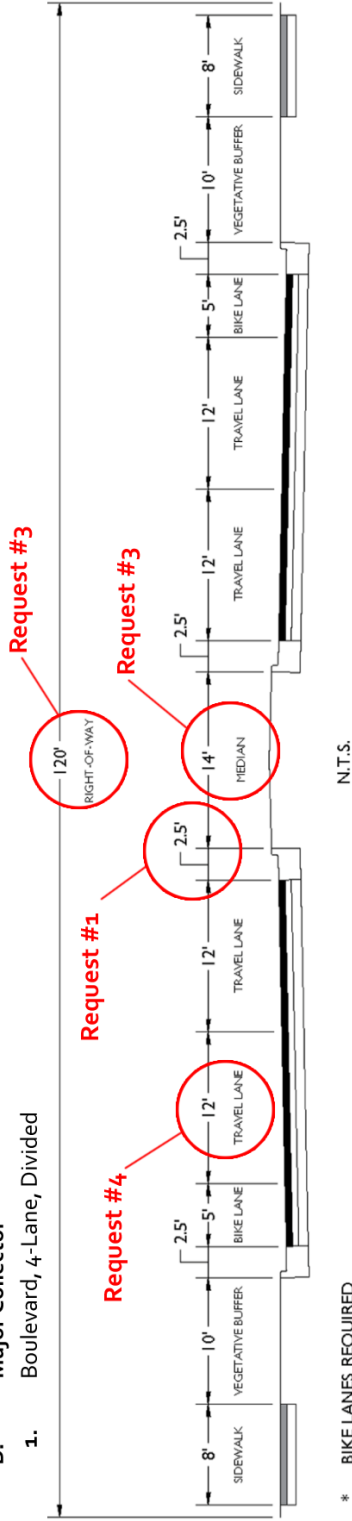
**PRELIMINARY PLAT
ADELAIDE, PHASE III
With Improvements**



Section 15. Subdivision Standards

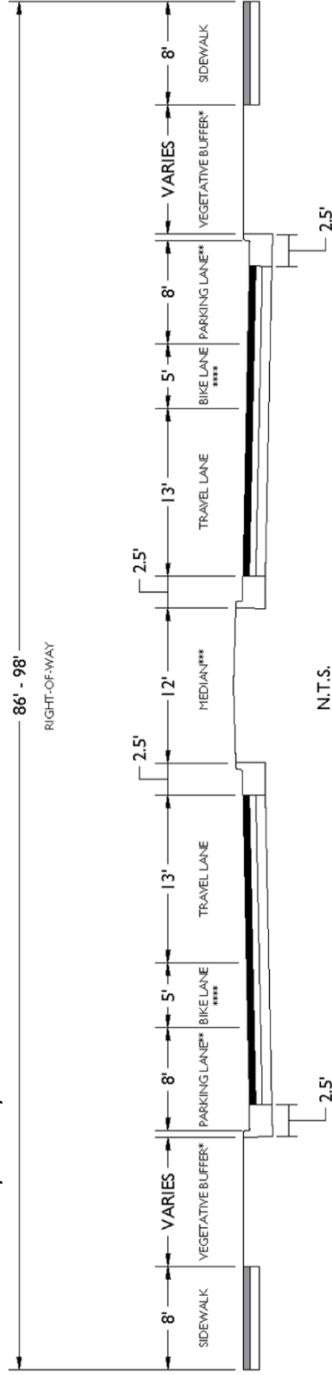
B. Major Collector

1. Boulevard, 4-Lane, Divided



* BIKE LANES REQUIRED

2. Avenue, 2-Lane, Divided



* MAY BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.

** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE.

*** MAY NOT BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.

**** BIKE LANES OPTIONAL

Attachment 5- UDC Section 6.3.4 Fig 6.3-1

6.3. Conventional Development

- 6.3.1. The conventional development is a pattern of residential development that includes single-dwelling and multi-dwelling units.
- 6.3.2. The conventional development option provides a majority of property owners with open yards on the individual lot.

- 6.3.3. Under the conventional development option, no preserved common open space is required and the minimum lot size is limited to the lot size for the respective district.

6.3.4. Base Dimensional Standards

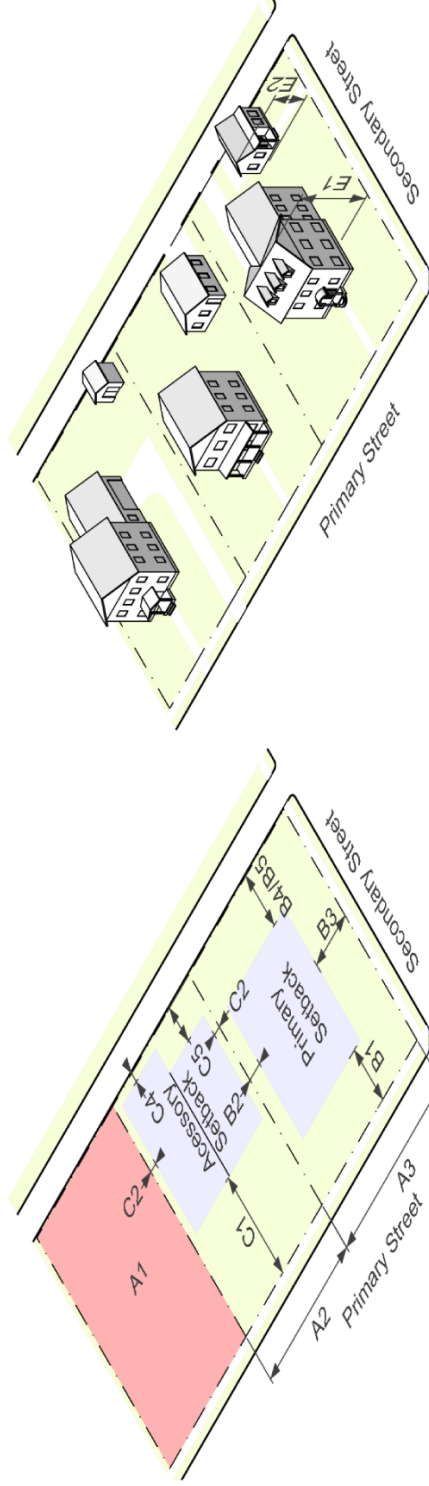
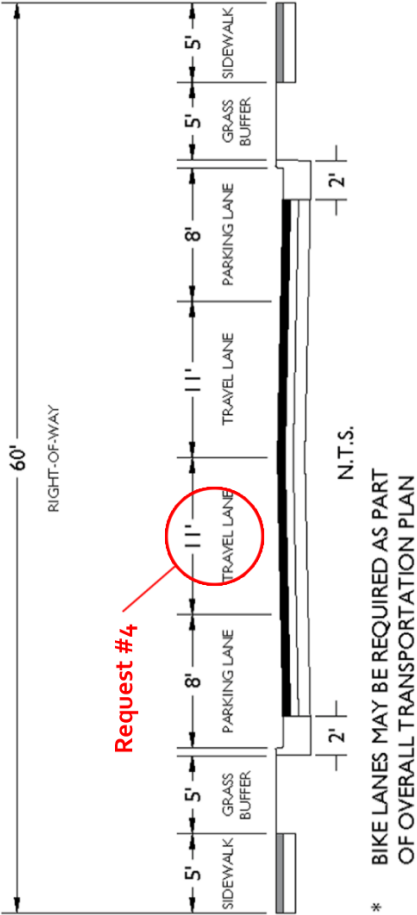


Fig 6.3-1

Detached and Attached Duplex Dwelling									
A. Lot Dimensions	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20	
A1 Lot size per unit in sq. ft (min.)	40000	40000	17500	6000	5500	5500	5500	6000	
A2 Lot width (min.)	80'	140'	100'	50'	45'	45'	45'	50'	
A3 Lot width at corner (min.)	110'	140'	100'	60'	55'	55'	60'	60'	
B. Primary Building Setbacks	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20	
B1 Front setback	40' min	40' min	30' or infill standards	25' or infill standards	10' min 15' max	15' or see infill standards	10' min 15' max	25' or infill standards	

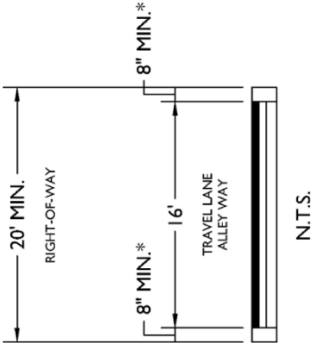
Request #2

3. Traditional, 2-Lane, Parallel Parking



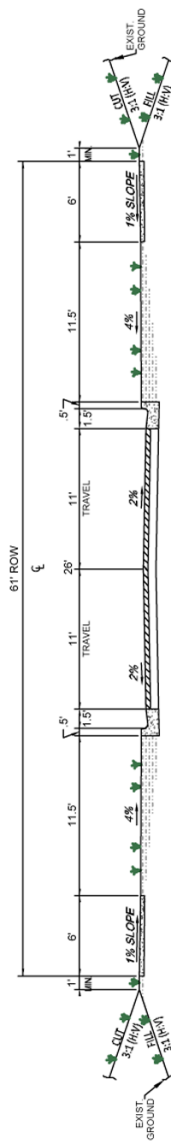
E. Other

1. One-Way Alley, Parking Optional

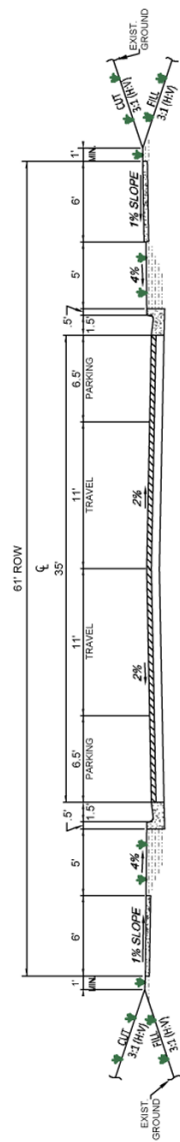


* 8" MINIMUM RIBBON CURB REQUIRED.
** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE, AND WILL REQUIRE AN INCREASE IN THE MINIMUM 20' RIGHT-OF-WAY.

Attachment 7- Proposed Road Sections



TYPICAL TWO-WAY SECTION
TRADITIONAL 2-LANE "BULB-OUT"
SECTION 15.03
(NOT TO SCALE)



TYPICAL TWO-WAY SECTION
TRADITIONAL 2-LANE PARALLEL PARKING
CODE SECTION 15.03
(NOT TO SCALE)



TYPICAL TWO-WAY SECTION
COMMON AREA WOODED PRESERVE
SECTION 15.03
(NOT TO SCALE)



TYPICAL TWO-WAY SECTION
COMMON AREA WOODED PRESERVE
SECTION 15.03
(NOT TO SCALE)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 15, 2020
PAGE: Page 1 of 18

SUBJECT:

Discussion and Consideration of PP 20-05 a request for Preliminary Plat approval for “Adelaide, Phase III”

SUMMARY:

The applicant, Neel-Schaffer, Inc. on behalf of Live Adelaide, LLC, is requesting Preliminary Plat approval for subdividing a +/-16.72-acre parcel into 46 lots. The proposed subdivision is named “Adelaide, Phase III”. The proposed subdivision is located in a TN-N zoning district on the west end of Bancroft Avenue directly west of Adelaide Phase I and II. with the property parcel numbers 105-15-007.00 and 105-22-001.00. On December 8, 2020 the Planning and Zoning Commission voted 6-0 to recommend approval of the preliminary plat with the two following conditions:

1. The dedication of a minimum of 10 feet of right-of-way along South Montgomery Street shall be required to accommodate future roadway improvements and widening on all future phases of the subdivision.
2. A left turn lane on to South Montgomery Street shall be required for each entrance as shown on Attachment 6 based on the total number of constructed dwelling units within the entire subdivision. The trigger for the construction of the left turn lane shall be as follows:
 - North Site Drive at 400 dwelling units
 - Lawrence Avenue at 470 dwelling units
 - South Site Drive #1 at 550 dwelling units
 - South Site Drive #2 at 600 dwelling units
 - South Site Drive #3 at 600 dwelling units

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of PP 20-05 a request for Preliminary Plat approval for subdividing 16.72-acre parcel into 46 lots for the “Adelaide, Phase III” with two conditions.



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

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject:	<u>PP 20-05</u> A request for Preliminary Plat approval for "Adelaide, Phase III" located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within is a TN-N zoning district with the parcel numbers 105-15-007.00 and 105-22-001.00
Date:	December 8, 2020

The purpose of this report is to provide information regarding the request by Neel-Schaffer, Inc. on behalf of Live Adelaide, LLC for Preliminary Plat approval for subdividing a +/-16.72-acre parcel into 46 lots. The proposed subdivision is named "Adelaide, Phase III". The proposed subdivision is located in a TN-N zoning district on the west end of Bancroft Avenue directly west of Adelaide Phase I and II. Please see attachments 1-5.

ZONING DISTRICT INFORMATION

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

A. Lot Dimensions	TN-N
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Primary Building Setbacks	TN-N
B1 Front setback	10' min 15' max
B. Primary Building Setbacks (cont.)	TN-N
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	10' min 15' max
B4 Rear setback (min.)	5'
B5 Rear setback adjacent to street or alley (min.)	7' without parking, 18' with parking
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1 Front setback	10' min 15' max (variance to 6' min applied for)
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	7' without parking, 18' with parking
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1 From primary street	Behind front wall of primary building
E. Height	TN-N
E1 Principle building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-N
F1 Street-facing primary entrance along street	yes

GENERAL INFORMATION:

- The subdivision has a gross acreage of +/-16.72-acre acres with a total of 46 lots. The proposed development has a gross density of 2.75 units per acre.
- The preliminary plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has not identified any adversely affected parties to the subdivision.
- All easements are provided on the Preliminary Plat. All proposed roadway dedications are shown on the plat. The applicant shall contact the County for review and approval of the proposed road name.
- The Applicant shall meet the requirements of the electrical service, potable water, and sanitary sewer utility services provider.
- The Applicant has provided a Traffic Impact Analysis for the entire subdivision. Staff recommended conditions #1 and #2 are based on the recommendation of this analysis.
- The Applicant is currently working with appropriate government agencies to develop a regional stormwater management plan. The Applicant has provided a Stormwater Design Narrative as part of the Preliminary Plat review (attachment 6).
- The Applicant has requested a Variance from required curb width, building setback, right of way & median limits, and travel lane width. On July 22, 2020, the Board of Adjustments and Appeals recommended approval of the request. The request will be heard by the Board of Aldermen on December 15, 2020 prior to the approval of this plat.

PRELIMINARY PLAT INFORMATION:

- Approval of a preliminary plat shall be tentative, pending the submission of the infrastructure plans and final plat.
- Approval of the preliminary plat shall be effective and binding upon the City for one (1) year. An expired preliminary plat may be reapproved at the discretion of the Board of Aldermen.
- Approval of the preliminary plat by the Board of Aldermen is the subdivider's authorization to proceed with infrastructure plan submittal.
- Infrastructure plan requirements. The subdivider shall submit infrastructure drawings to the Planning Department to be reviewed by the Development Review Committee prior to issuance of any permits. Such plans and information shall be furnished separately from the preliminary plat.
- Before commencing construction, a preconstruction conference shall be held by City Staff, the applicant and the contractor(s) performing the infrastructure installation.
- All necessary arrangements must be made between the subdivider and the city engineer for third party laboratory and construction inspection to assure that the improvements shall comply with the standard specifications and testing requirements of the City.
- Upon the issuing of an approved infrastructure plan by the Development Review Committee and completion of the Preconstruction conference, and installation of initial erosion control measures, the subdivider may apply for permits to proceed with the construction of infrastructure improvements.
- As-builts, testing reports, and other requested documentation necessary for final approval shall be submitted to the engineering and utilities departments twenty (20) days prior to final plat review.

- As-builts shall be prepared by a licensed PE and meet the requirements outlined in the City of Starkville Design Standards and Specifications.
- The applicant shall submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants and that include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney shall be submitted prior to application for Final Plat.

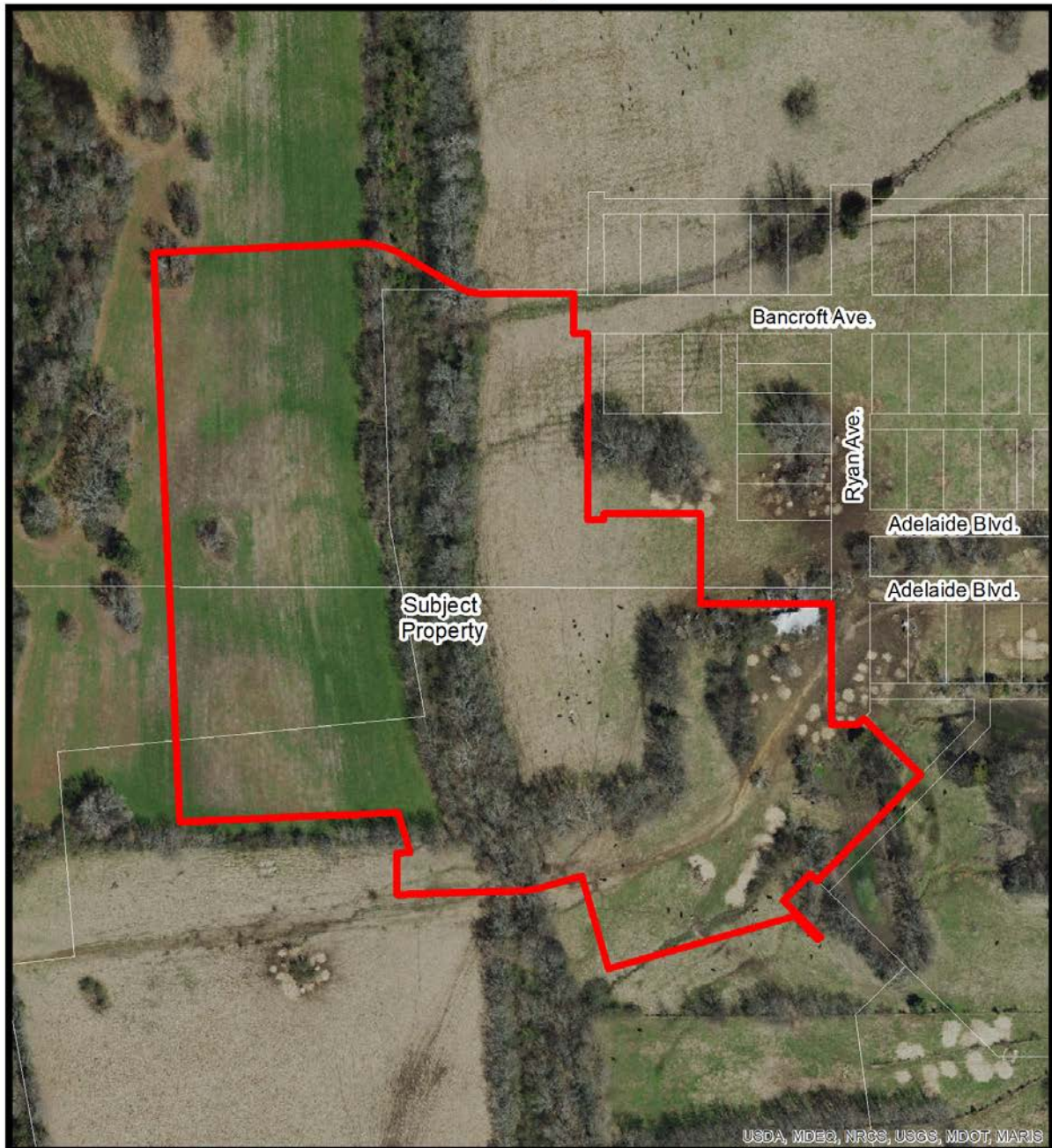
CONDITIONS OF APPROVAL

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

Staff recommended conditions of approval from the Engineering Department:

1. The dedication of a minimum of 10 feet of right-of-way shall be required to accommodate future roadway improvements and widening on all future phases of the subdivision.
2. A left turn lane on to South Montgomery Street shall be required for each entrance as shown on Attachment 6 based on the total number of constructed dwelling units with in the entire subdivision. The trigger for the construction of the left turn lane shall be as follows:
 - North Site Drive at 400 dwelling units
 - Lawrence Avenue at 470 dwelling units
 - South Site Drive #1 at 550 dwelling units
 - South Site Drive #2 at 600 dwelling units
 - South Site Drive #3 at 600 dwelling units

Attachment 1
PP 20-05 Aerial



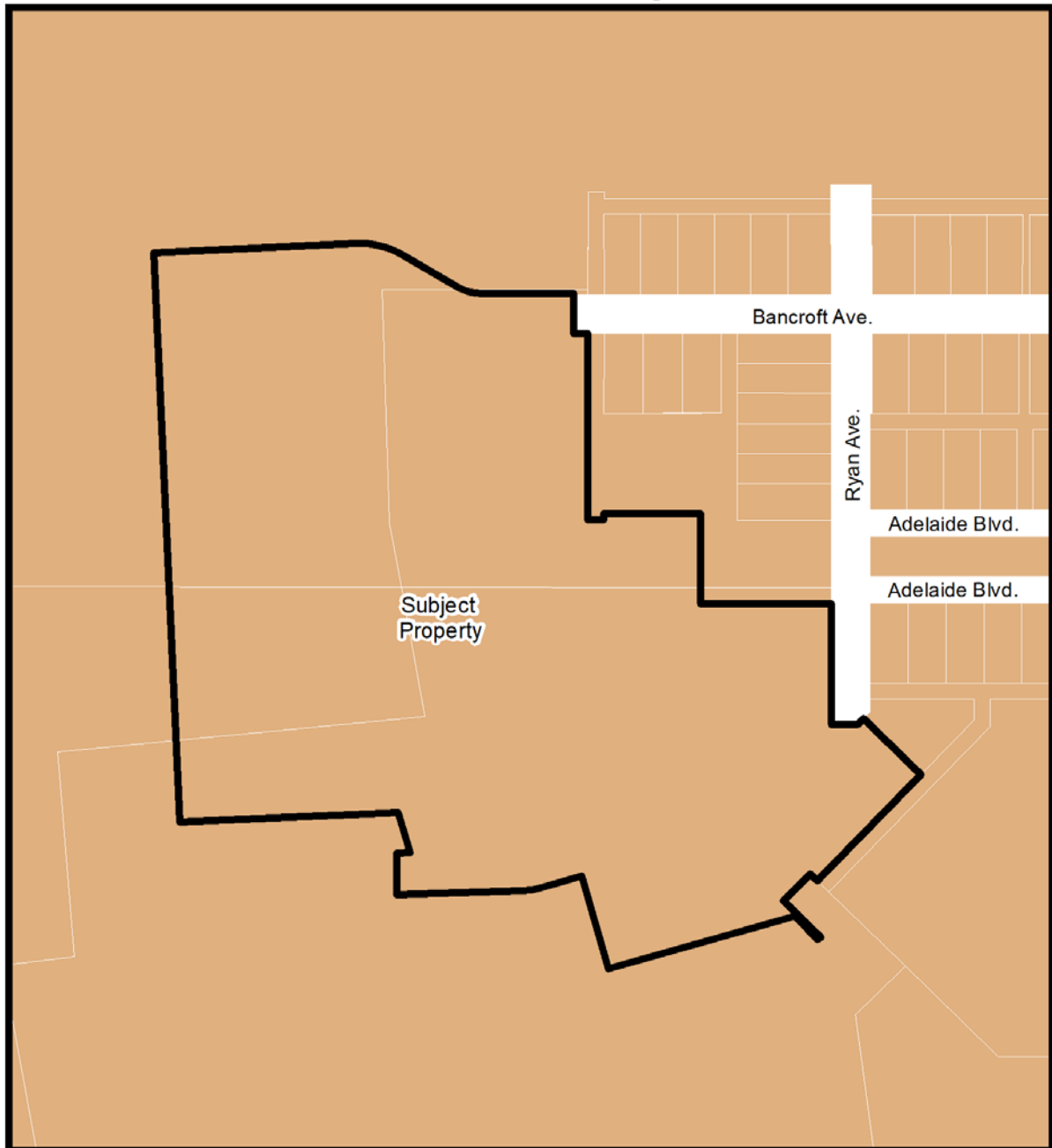
Legend

 Subject Property

0 100 200 400 600 Feet

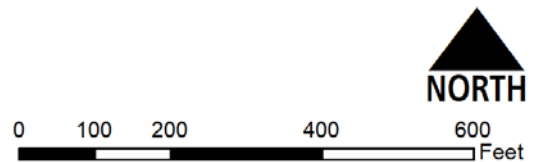


Attachment 2
PP 20-05 Zoning

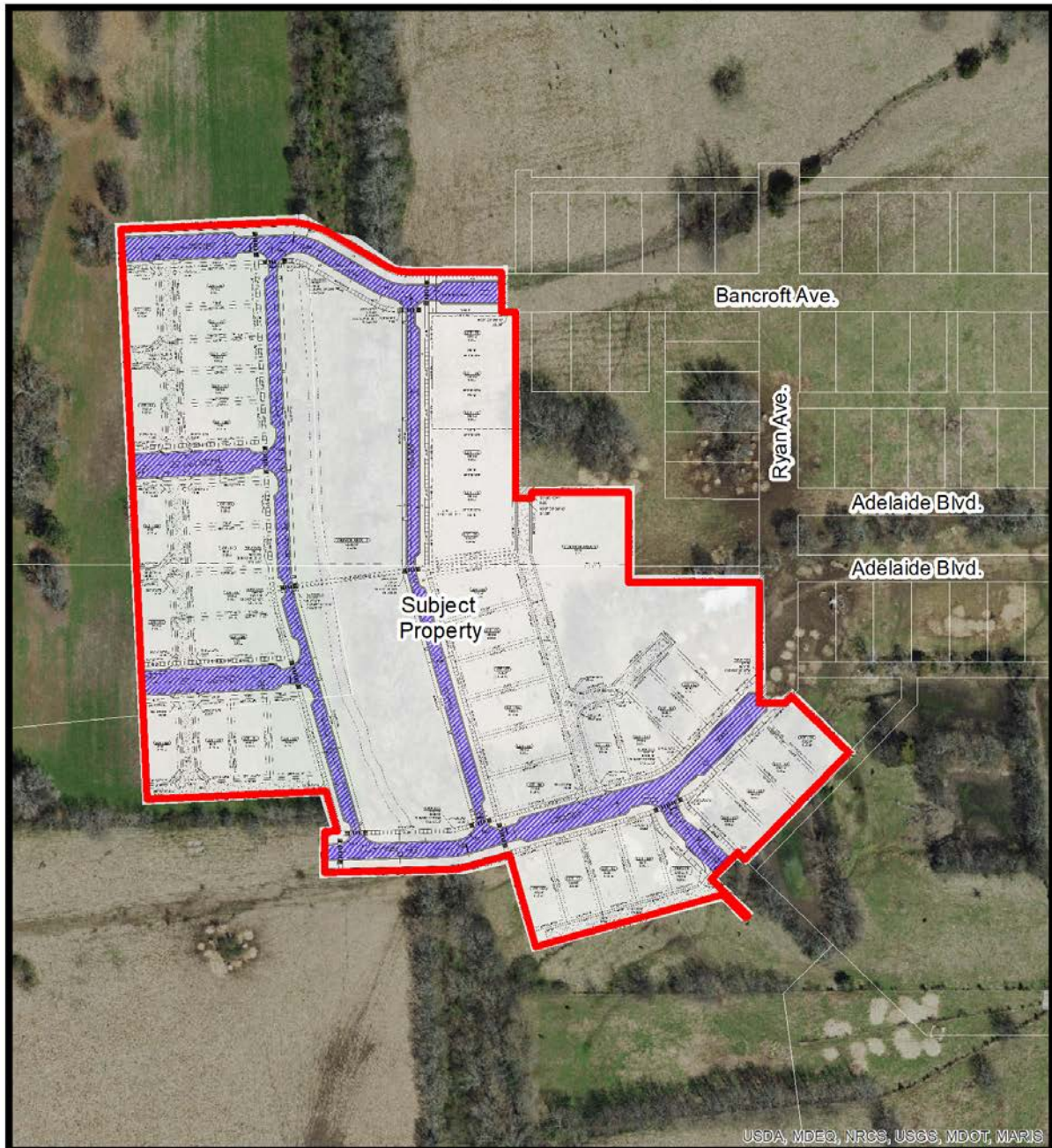


Legend

-  Subject Property
-  TN-N Traditional Neighborhood- New



Attachment 3
PP 20-05 Plat Overlay



Legend

 Subject Property

0 100 200 400 600 Feet



LIVE ADELAIDE, LLC

SAUNDERS RAMSEY, MANAGER 662-648-9010

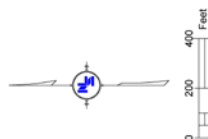
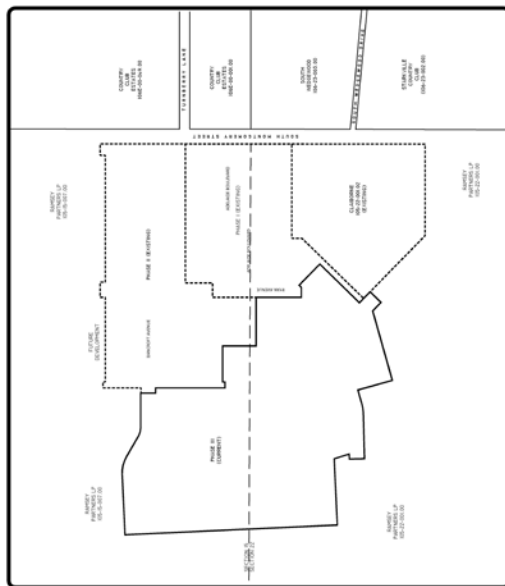
SANDY RAMSEY, MANAGER 662-341-1321

303 RYAN AVENUE

STARKVILLE, MS 39759

liveadelaide@gmail.com

(SHEET 1 OF 2)



CITY OF STARKVILLE, MISSISSIPPI	
MAYOR	
LYNN SPRUELL	
ALDERMEN	
WARD 1	BEN CARTER
WARD 2	SANDRA SOTERBUE
WARD 3	DAVID LITTLE
WARD 4	JASON WALKER
WARD 5	HAMP BEATTY
WARD 6	ROY A. BEARDS (VICE MAYOR)
WARD 7	HENRY N. VAUGHN, SR.

LAND USE/SITE DATA	
GROSS ACREAGE	36.63 ACRES
NET DENSITY	9.98
OPEN SPACE	OPEN SPACE=4.59 ACRES RESIDENTIAL=6.65 ACRES COMMON AREA=4.59 ACRES RECREATIONAL=5.99 ACRES
LAND USE	
TOTAL # LOTS	40



LATITUDE & LONGITUDE
LAT. = 33.4190
LONG. = -88.8111
(APPROX. CENTER OF PROJECT)

NOTE

● INDICATES APPROXIMATE LOCATION OF PROJECT

[illegible]

NEEL-SCHAFFER
Solutions you can build upon

new neel=schaffer.com

912 Lynn Lane

912 Lynn Lane
PH: (602)268-7968 / FAX: (602)268-7961

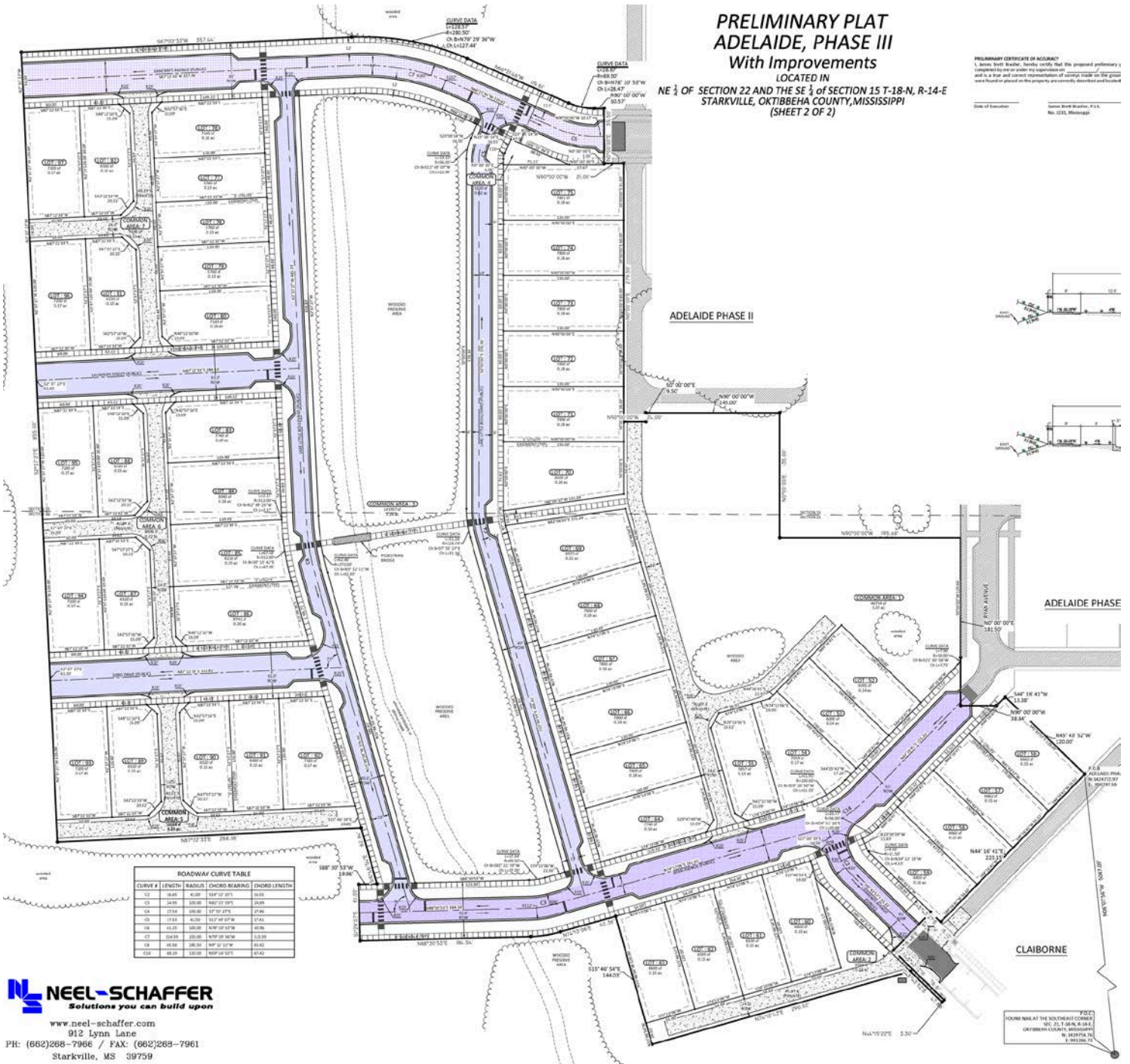
PH: (602)268-7966 / FAX: (602)268-7961

Attachment 5- Enlarged Plat

PRELIMINARY PLAT ADELAIDE, PHASE III With Improvements LOCATED IN NE 1/4 OF SECTION 22 AND THE SE 1/4 OF SECTION 15 T-18-N, R-14-E STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI (SHEET 2 OF 2)

PRELIMINARY CERTIFICATE OF ACCURACY
I, James Scott Schaffer, hereby certify that this proposed preliminary plat was prepared by me or under my supervision and is a true and correct representation of the plat as shown on the ground and as shown on the plat.

Date of Execution: _____
James Scott Schaffer, P.E.
No. 1212, Mississippi



The map illustrates the layout of the University City area, highlighting several development phases and existing structures. Key features include:

- Phases and Sites:**
 - PHASE 6:** Located in the upper left, outlined in orange.
 - PHASE 3:** Located in the upper center, outlined in blue.
 - PHASE 2 (EXISTING):** Located in the upper right, outlined in red.
 - PHASE 1 (EXISTING):** Located in the center, outlined in green.
 - CLAIBORNE (EXISTING):** Located in the center, outlined in pink.
 - PHASE 5:** Located in the lower right, outlined in yellow.
 - PHASE 7:** Located in the lower left, outlined in light blue.
 - S. SITE #1, #2, #3:** Located in the lower right, outlined in yellow.
- Major Roads:**
 - LAWRENCE AVENUE:** Runs horizontally across the center.
 - MONTGOMERY STREET:** Runs vertically on the right side.
 - FAIRWAY DRIVE:** Located at the bottom right.
 - WEDGEWOOD ROAD:** Located near the center right.
 - TURNBERRY LANE:** Located near the top right.
 - KERLING DRIVE:** Located at the top right.
- Other Features:**
 - LAKE:** A large body of water on the left side.
 - COMMON AREA:** Several areas labeled as 'COMMON AREA' are scattered throughout the map.
 - ADLAIDE BLVD:** Located near the center right.
 - N. SITE DRIVE:** Located at the top right.

North Site Drive

**South Site
Drive #1**

**South Site
Drive #2**

**South Site
Drive #3**

Attachment 7-Stormwater Design Narrative



engineers
planners
surveyors
environmental
scientists
landscape
architects

November 23, 2020

City of Starkville
ATTN: Edward Kemp, PE
101 Lampkin Street
Starkville, MS 39759

REFERENCE: Adelaide – Traditional Neighborhood Development
Stormwater Design Narrative
South Montgomery, Starkville, MS

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is currently acting as the design professional, on behalf of Live Adelaide, LLC on the above referenced project. The conceptual master plan ("master plan") for the project proposes development of approximately 490-acres of existing farmland for residential, commercial, and common area uses, more precisely defined as a Traditional Neighborhood Development per the City's Unified Development Code Section 6. A copy of the master plan is included with this narrative as Attachment No. 1.

The property identified in the master plan drains in two general directions: southeasterly to Skinner Creek; and southwesterly to Hollis Creek. Both creeks are tributaries of the Noxubee River and are further identified as the Skinner Creek-Hollis Creek (HUC 031601080206) watershed of the USGS's 2008 Watershed Boundary Dataset of Mississippi. For the purpose of this narrative, the area draining in a southeasterly direction across the property will be referred to further as "Area A" and the second as "Area B". Area A is drained through an existing channel approximately 4,600 feet in length running from the north property line to the southeast side of the property at a bridge crossing at South Montgomery St. Area B includes four sub-watersheds taking form as branches to Hollis Creek and running from the north-south center line of the property generally to the west and southwest sides of the property. Attachment No. 2 provides a general location map of Area A and Area B as an overlay to the master plan.

The master plan is intended to be constructed in a phased approach. Area A is planned for the first general build-out. Area B will follow. Both areas will include storage facilities in the form of detention and/or retention basins designed such that runoff from the site shall not exceed the 2-year, 10-year and 100-year, 24 hour storm events for the property in a pre-development state. Storage facilities may be temporary or permanent in nature to manage stormwater as phases of construction progress.

Area A will be the focus for the remainder of this narrative, as Phase III is the next in line for construction within the development. Attachment No. 3 includes a general layout of lots to be developed in that area as well as the final lot layout for Phases I and II, already accepted by the City in 2017 and 2019, respectively.

The intent for the stormwater design in Area A is to convey stormwater through the existing channel to a proposed detention pond. The pond will store excess runoff prior to releasing stormwater in a controlled flow back into the existing channel. The existing channel runs from Huntington Park to the north and South Montgomery Street to the South. The roughly 221.8-acre basin, which includes part of Huntington Park, feeds the existing channel. Attachment No. 4 identifies all drainage areas capturing stormwater for the entire development and surrounding area. The entire basin will be included in the stormwater conveyance and storage design for Area A. A wooded preserve, approximately 150 feet in width, will remain along the existing channel. The areas directly outside the preserve are planned to be earthen filled

to an elevation ranging 3 to 4 feet above the existing ground surface. This measure is being taken to assure that channel has adequate area and volume to maintain conveyance of an 100yr storm event after the neighborhood is fully developed. Storm runoff for the basin will be modeled based on the 2, 10 and 100-year storm events. Phase III runoff will be diverted from the existing channel through the detention area using a weir structure installed in the existing channel. The proposed weir will be a broad crested, tee shaped form designed to control the 2, 10 and 100 year storm events for Huntington Park and undeveloped areas in this basin. All developed areas for Area A that exceed those flows will be diverted through the proposed detention system. Runoff will then exit the detention system through a control structure limiting and directing water back into the existing channel downstream. This system is being model after a similar existing system located north of Nashville, Tennessee. The detention system will be located at the southeast corner of the project near South Montgomery Street. Construction of the detention area is also planned for a phased approach to be expanded as future phases of Area A are developed and additional storage is needed. Attachment No. 5 includes a schematic diagram of the detention system.

Headwaters, Inc. (HI) is assisting Neel-Schaffer as a sub-consultant for environmental permitting requirements regarding construction in the Waters of the US. It is our understanding that HI has recently had success permitting another project using the same approach in the U.S. Army Corp. of Engineers, Mobile District. HI has submitted a request to USACE for a jurisdictional determination regarding permitting requirements that will apply to this approach. Those requirements will be provided to the City upon receipt from USACE.

The final design submittal for the detention system will include a stormwater report, layout exhibits, detention volume calculations, diversion weir and outlet control structure details, pipe schedule, and a downstream impact study. Per previous conversations with the City, the downstream impact study will focus on the bridge crossing at South Montgomery Street and one at another point of interest downstream.

If you have any questions or concerns, please do not hesitate to contact me at Joshua.Davis@Neel-Schaffer.com

Sincerely,

NEEL-SCHAFER, INC.

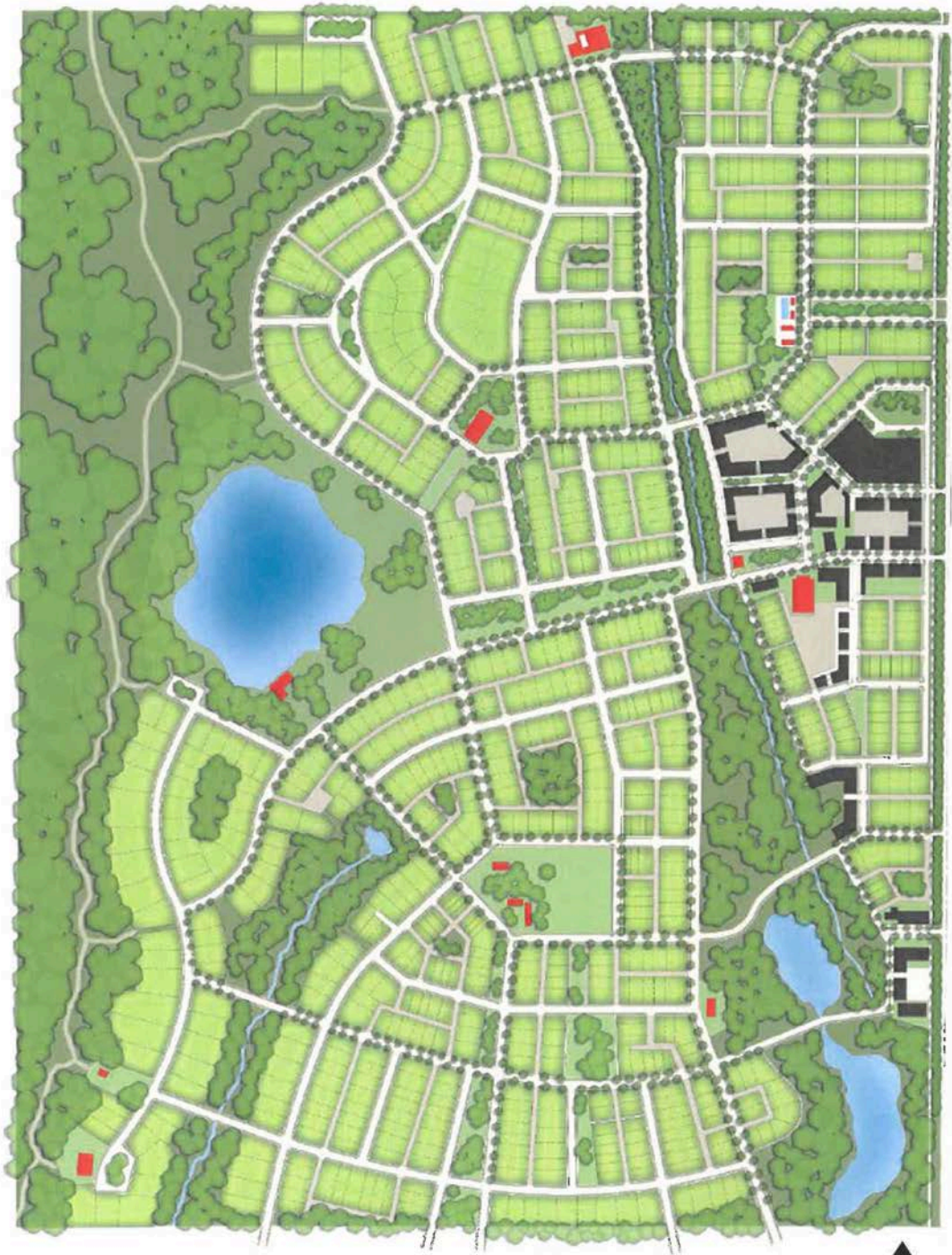


Joshua Davis, PE
Project Engineer

Attachments

Cc: Live Adelaide, LLC w/ attachments
Headwater, Inc. w/ attachments

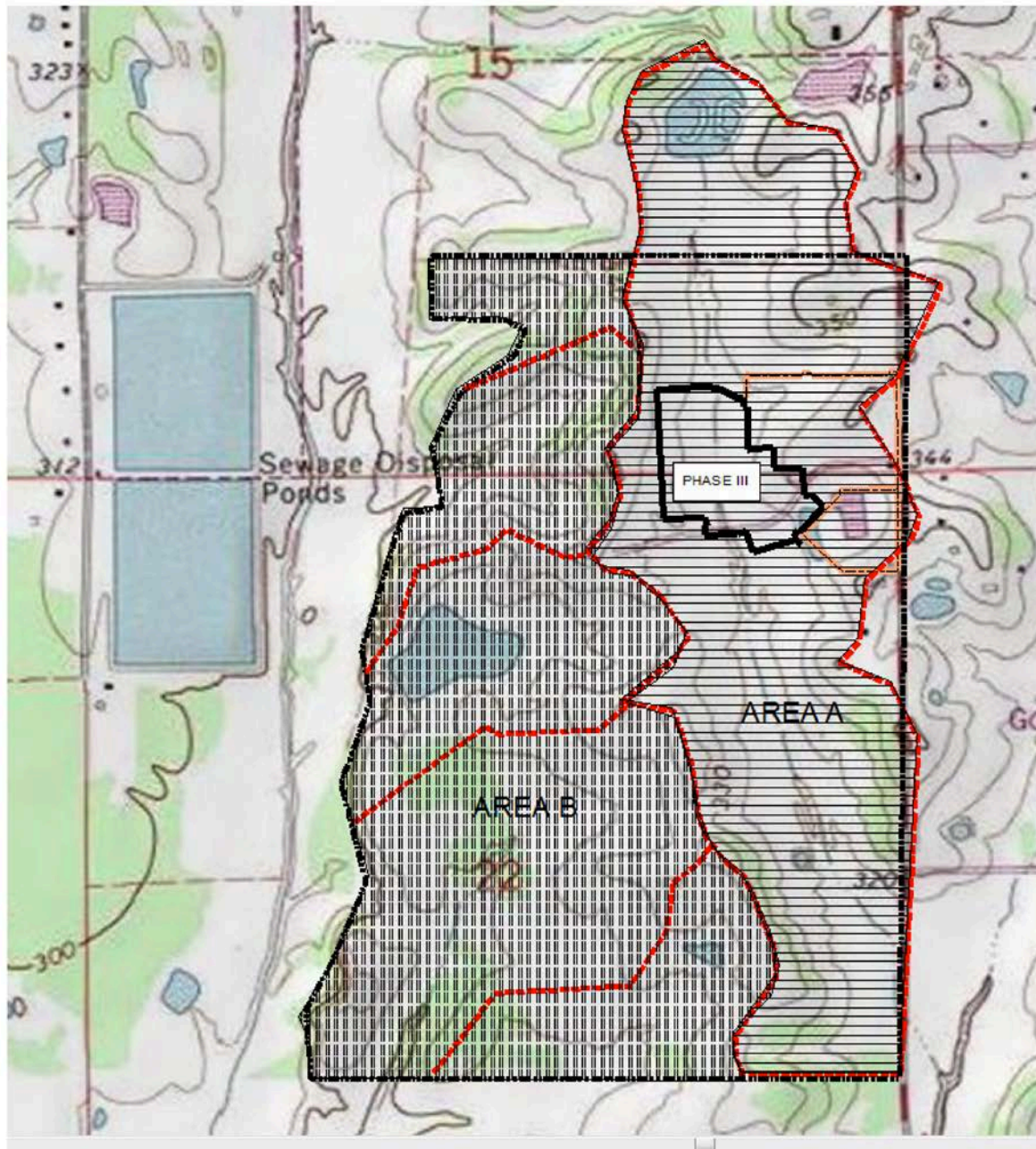
ATTACHMENT NO. 1— MASTER PLAN EXHIBIT



NORTH

SCALE: NONE

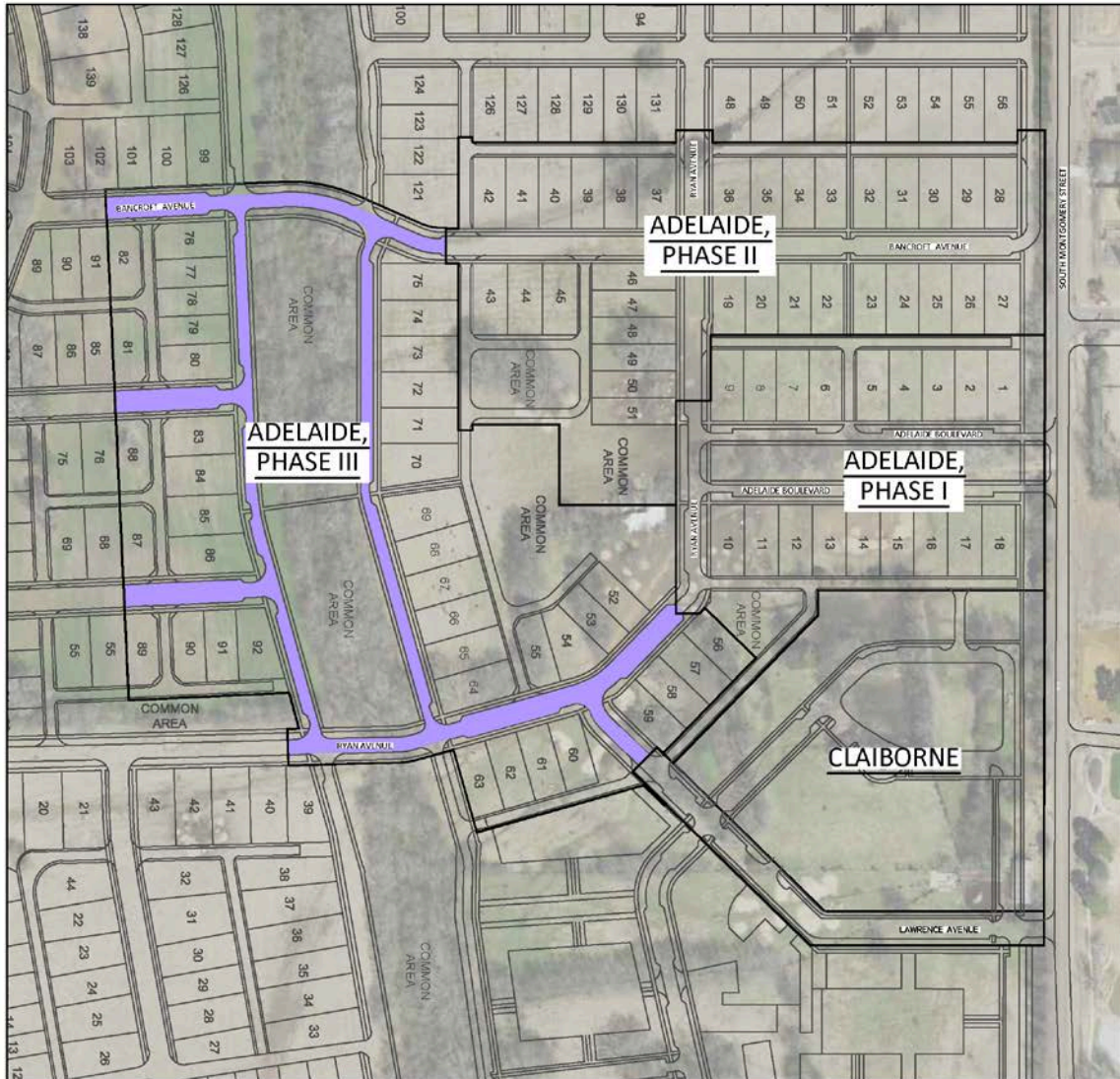
ATTACHMENT NO. 2— AREAS A AND B LOCATION MAP



NORTH

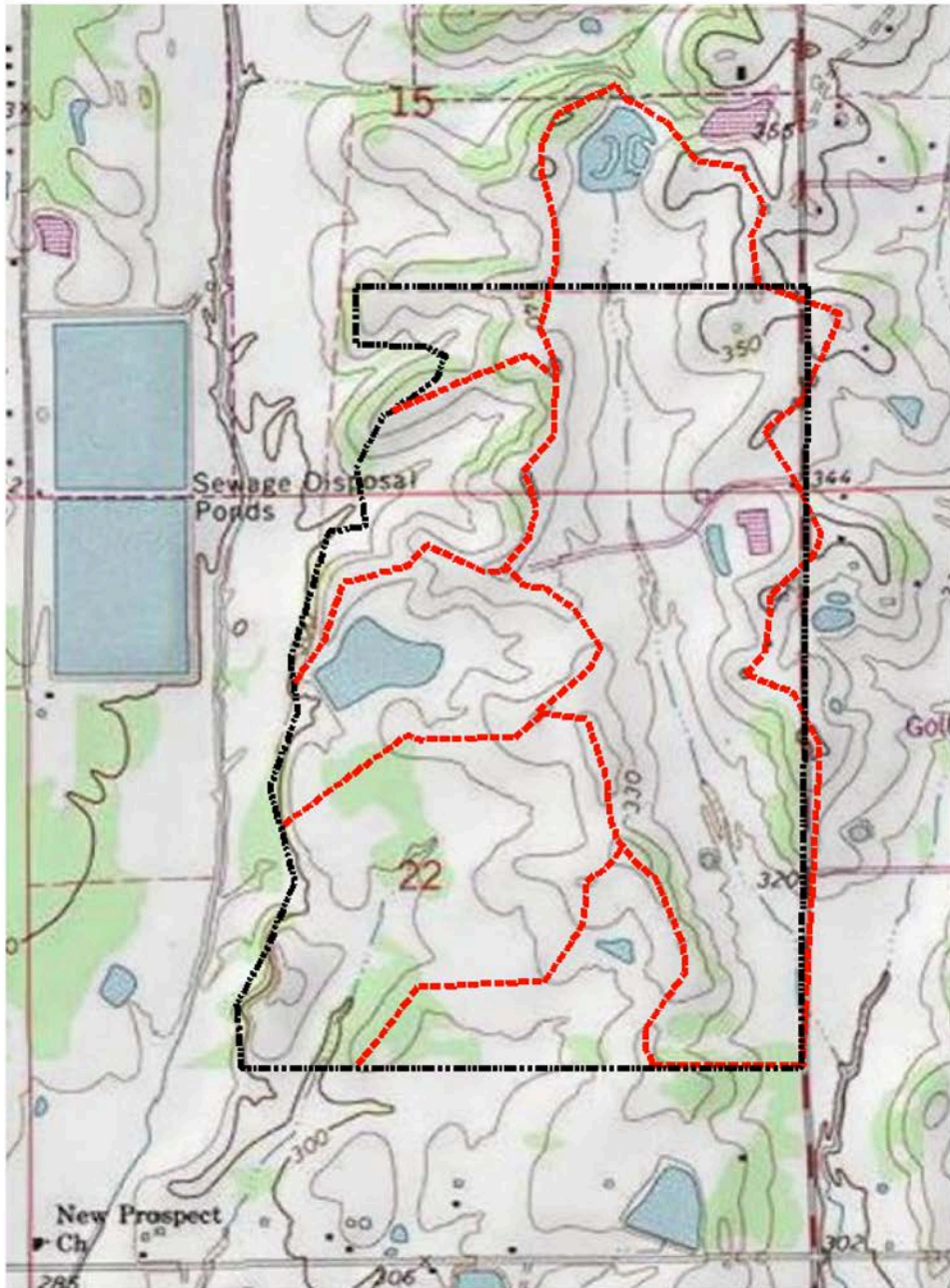
SCALE: NONE

ATTACHMENT NO. 3 - GENERAL LOT LAYOUT




NONE
SCALE: NONE

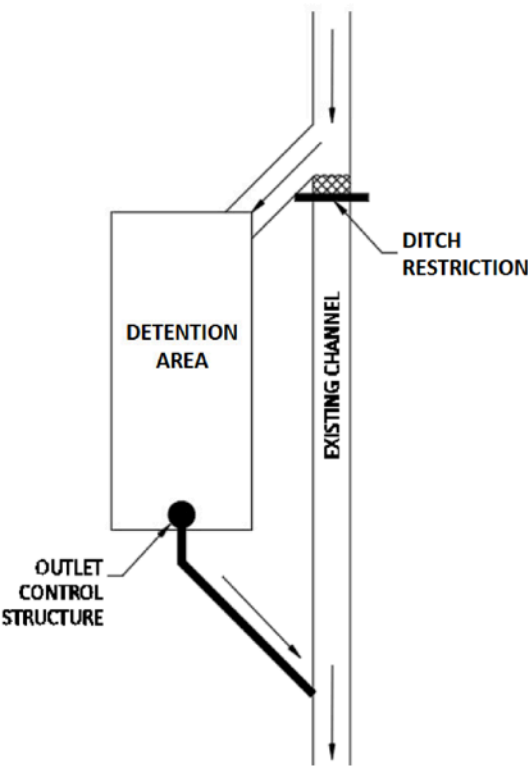
ATTACHMENT NO. 4— DRAINAGE AREAS



NORTH

SCALE: NONE

ATTACHMENT NO. 5 – SCHEMATIC DIAGRAM



NOT TO SCALE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: COMM DEV
AGENDA DATE: December 15, 2020
PAGE: 1 of 9**

SUBJECT: Approval to replace the existing Canon copier with a Canon IRA DX C5760i copier

AMOUNT & SOURCE OF FUNDING: copier rental

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Comm Dev

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

The current expired lease of the Canon is \$70 per month. The new Canon would be \$245.00 per month. The maintenance contract includes all toner, parts, labor and supplies. Everything but paper and staples. IRA DX C5760i -Paying \$.00623 per b/w copy and \$.04674 per color copy.

SUGGESTED MOTION: Move to replace the existing Canon copier with a new and cheaper Canon IRA DX 527if copier.

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- City Hall

Bill To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Ship To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Description of Equipment, Software, or Services

Price:

IRA DX C5760i Base Model, Cassette Feeding Unit

Inner Finisher, Super G3Fax Board, Power Filter **\$245**

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: 12/1/20
End Date: 11/30/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper and staples. IRA DX C5760i - Paying \$.00623 per b/w copy and \$.04674 per color copy.

Vendor Signature

Customer Signature



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: COURT
AGENDA DATE: December 15, 2020
PAGE: 1 of 9**

SUBJECT: Approval to replace the existing Canon copier with a Canon IRA DX 527if copier.

AMOUNT & SOURCE OF FUNDING: copier rental

LINE ITEM 001-110-604-330

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Court

**DIRECTOR'S
AUTHORIZATION:** Jodi Hogue

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

The current expired lease of the Canon is \$70 per month. The new Canon would be \$50.00 per month. The maintenance contract includes all toner, parts, labor and supplies. Everything but paper and staples. IRA DX C5760i -Paying \$.00623 per b/w copy and \$.04674 per color copy.

SUGGESTED MOTION: Move to replace the existing leased Canon copier with a new and cheaper Canon IRA DX 527if copier.

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,

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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.

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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.

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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- City Hall

Bill To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Ship To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Description of Equipment, Software, or Services

Price:

IRA DX 527if Base Model, Cassette Feeding Unit-AR1

\$50

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: 12/1/20
End Date: 11/30/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper. IRA 525if III – paying \$.0098 per b/w copy.

Vendor Signature

Customer Signature



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:12.15.2020
PAGE: 1

SUBJECT: Consideration of approving the 2021 Street Overlay listing and authorizing the City Engineer to advertise for bids for the 2021 Street Improvement Project.

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

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached is the final draft of the proposed 2021 Street Overlay listing. This proposed project will include improving approximately 5.5 miles of roadway at a cost of \$1.15 Million. This will be Year 4 of the Capital Improvement Program which entailed expending approximately \$1 Million/ per year specifically on maintenance overlays.

This overlay program is guided by the Street Improvement listing originally published on 11/7/2017. Over the last 3 years, conditions have changed, some streets have underperformed, others have performed better than anticipated; therefore, there are a few recommended modifications to the listing and those are outlined below.

The recommended roadways to be added to this year's listing that were not initially included are indicated in blue highlight near the bottom of the page. The roadways that were initially included but are recommended to be bumped to the next Overlay program listing are indicated in red highlight. In all modifications, the intent was to maintain the same funding amount but allocate it to streets that are in much worse condition or that were on the verge of needed more expensive reconstruction.

Roadway recommended to add	Roadway(s) recommended to delay to next program
Greensboro (Reed to Whitfield)	Spruce and Mangrove Palm
Peach (Poplar to Sycamore)	Logan Drive
Chestnut (Louisville to Sycamore)	
Pecan (Previous overlay to dead end)	Carver Drive
Pueblo (Mohawk to cul-de-sac)	
West Main (Jones to Hwy 182)	Ward and South Washington
Henderson (Base repairs and cul-de-sac)	

SUGGESTED MOTION: Move for approval of the 2021 Street Overlay listing and authorizing the City Engineer to advertise for bids for the 2021 Street Improvement Project.

HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

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

CITY OF STARKVILLE- 2021 STREET IMPROVEMENT PROGRAM

12/9/2020

Street Project	Project Limits		Length	Width	Work Type
	(from)	(to)			
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4					
Broad	Oktibbeha	Old West Point	906	28	Patching, Overlay
Cherry	Bridle path	Woodlawn	957	20	Patching, Overlay
City Alley	Washington	Lampkin	424	20	Patching, Overlay
City Parking Lot	Lampkin Street		130	130	Patching, Overlay, Striping, Islands
Colonial Circle	Countryside	Colonial Cir (east)	2050	28	Patching, Overlay
Gladney	Whitfield	Greensboro	750	16	Patching, Overlay
Hancock	Spring	Hwy 12	1694	29	Patching, Overlay, Striping
Hogan	Russell	Montgomery	589	26	Patching, Overlay
Imes	Howard	Cul-de-sac	805	19	Patching, Overlay
Jackson	Hwy 12	Yellowjacket	530	32	Patching, Overlay, Striping
Josey	Lindbergh	McKee	1545	20	Patching, Overlay
Montgomery	Gillespie	Hogan	1088	26	Patching, Overlay, Striping
Nottingham	Montgomery	Lincoln Green	1297	34	Patching, Overlay, Striping
Pear	Banyan	Cul-de-sac	200	28	Patching, Overlay
Rockhill	Garrard	Hwy 82 overpass	3907	24	Patching, Overlay, Striping
S. Nash	University	Lumms	898	30	Patching, Overlay
Sycamore	Walnut (west)	Dead End	711	28	Patching, Overlay
Sycamore	Chestnut	Willow	796	27	Patching, Overlay
Tea Rose	Greenbriar	Cul-de-sac	350	28	Patching, Overlay
Vine	Gillespie	Highway 12	1260	28	Patching, Overlay, Striping
Washington	Main	Lampkin	336	44	Patching, Overlay, Striping
West Bound	Crossgate	Southward	1394	28	Patching, Overlay

Greensboro	Reed	Whitfield	2521	25	Patching, Overlay, Striping
Peach	Poplar	Sycamore	348	28	Patching, Overlay
Chestnut	Louisville	Sycamore	740	37	Patching, Overlay, Striping
Pecan	Previous overlay	Dead End	913	20	Patching, Overlay
Pueblo	Mohawk	Cul-de-sac	496	26	Patching, Overlay
West Main	Ernest Jones Jr.	Hwy 182	1458	20	Patching, Overlay
Henderson	Base Repairs and Cul-de-sac		225	28	Patching, Overlay
Restriping Existing Primary Roadways					
Milling Existing roadways (approx. 33%)			21047	Sq. Yd.	-
	Total		5.51	miles	

Indicates addition from original plan

Subtotal
Priority 4

\$1,164,985

Original P4 Roadways that will be incorporated into the next Overlay Program listing

Logan	Lynn	Lynn	1091	28	Patching, Overlay
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay
Carver	Hiwassee	Dead End (east)	1487	28	Patching, Overlay
Ward	Prev. overlay	McKinley	692	20	Patching, Overlay
S. Washington	RR Bridge	Gillespie	770	26	Patching, Overlay



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:12.15.2020
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Stark Road Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract.

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

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans for the Stark Road sidewalk project. This project entails building a sidewalk from G.T. Thames to the existing sidewalk in front of the previous development known as Beef O'Bradys. This segment will fill in a missing link along this corridor.
We received 2 quotes on the project which are found below:

			H & H Construction and Excavating, LLC		AAA Lawncare, LLC	
Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
4" CONCRETE SIDEWALK (5' WIDE)	895.0	SF	\$ 9.00	\$ 8,055.00	\$ 9.50	\$ 8,502.50
10" PVC PIPE (INCLUDING BACKFILL)	10.0	LF	\$ 60.00	\$ 600.00	\$ 72.50	\$ 725.00
EROSION CONTROL & ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
			Total: \$	9,655.00	Total: \$	10,227.50

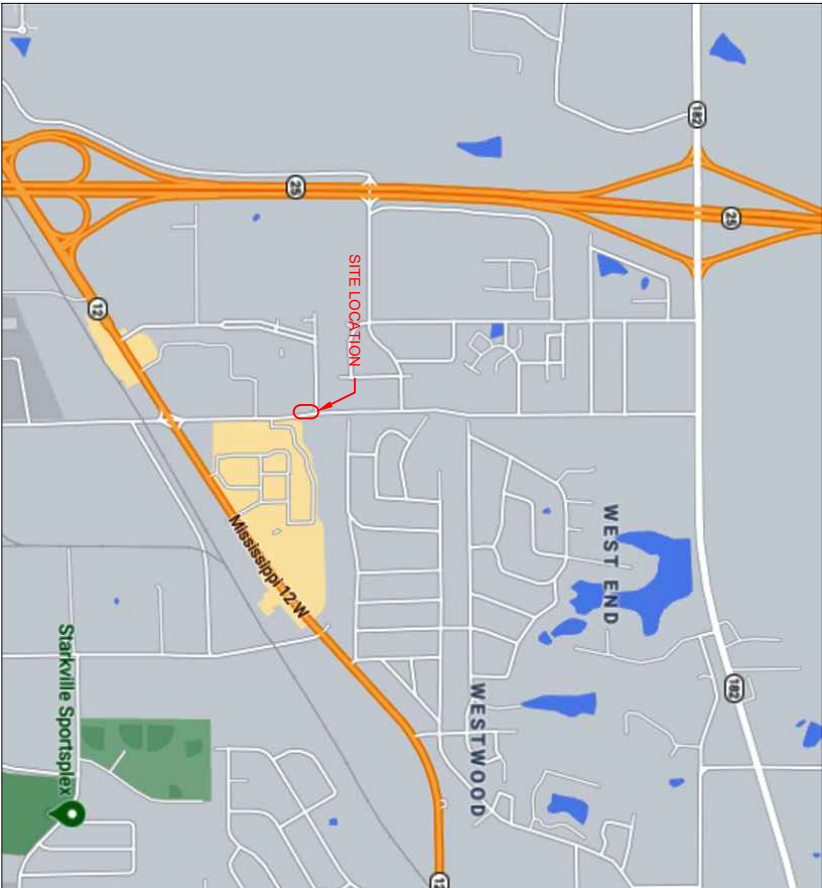
SUGGESTED MOTION: Move for approval to accept the low quote for the Stark Road Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract.

STARK ROAD SIDEWALK IMPROVEMENTS

STARKVILLE, MISSISSIPPI

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

LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

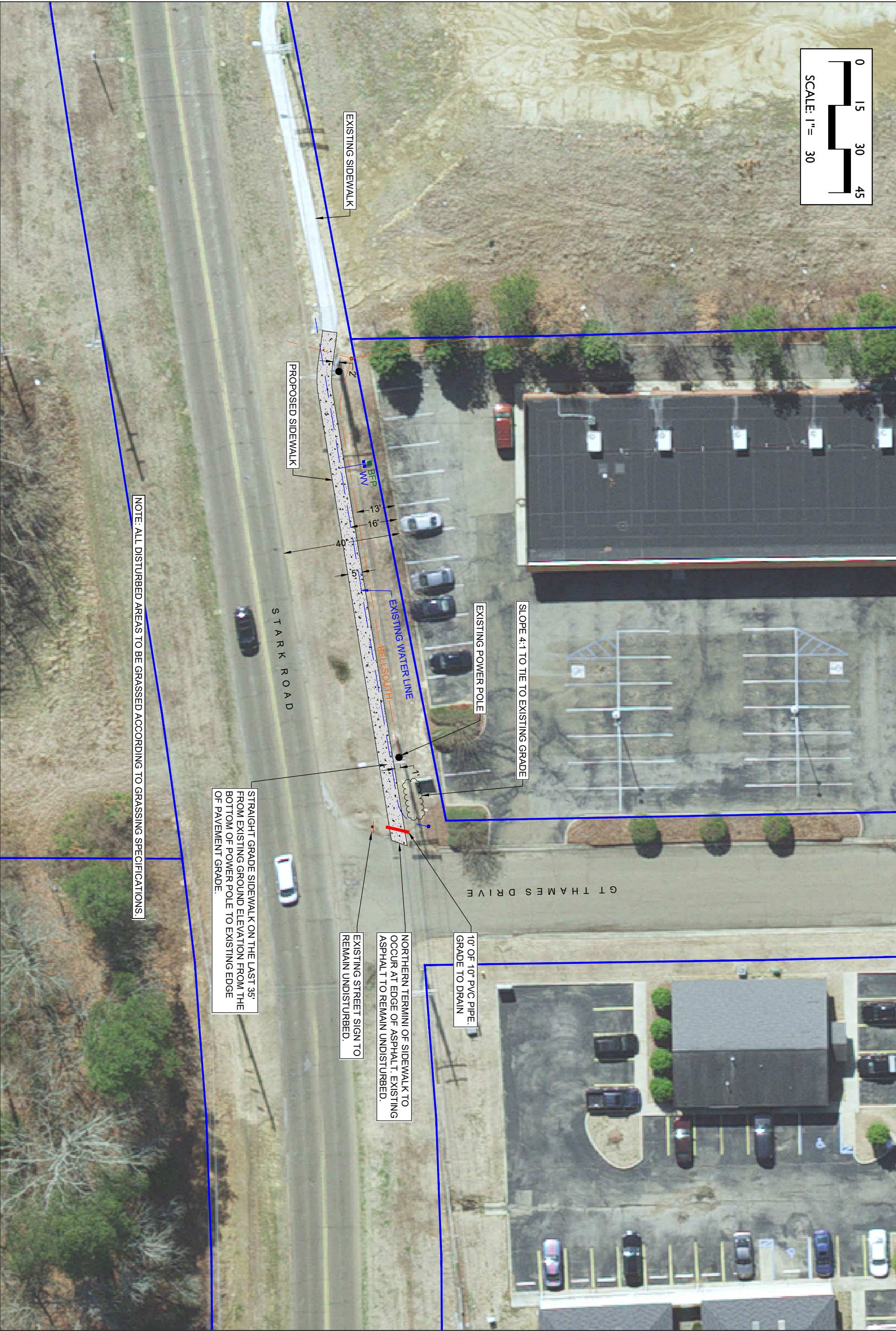
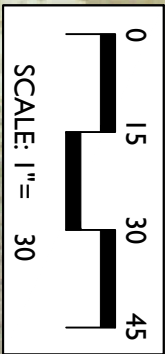


SCHEDULE OF DRAWINGS

C1.0	PROPOSED IMPROVEMENTS
C2.0	CONSTRUCTION DETAILS AND NOTES
C3.0	PIPE INSTALLATION DETAIL
C4.0	CONSTRUCTION NOTES AND QUANTITIES

UTILITY OWNERS

WATER & SEWER	BUILDING PERMITS
STARKVILLE UTILITIES	CITY OF STARKVILLE
662-323-3505	662-323-8012
ELECTRIC	MISSISSIPPI ONE CALL
STARKVILLE UTILITIES	CALL BEFORE YOU DIG
662-323-3133	800-227-6477
GAS	
ATMOS ENERGY	
662-323-1615	



DATE: NOVEMBER 2020
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: 1:30
PROJECT #: 20042

REVISIONS:

STARK ROAD SIDEWALK IMPROVEMENTS STARKVILLE, MS

PROPOSED IMPROVEMENTS



**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN

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

SHEET NUMBER#:
CI.0



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12.15.2020
PAGE: 1

SUBJECT: Consideration of approval of the Old West Point Bridge project design and authorization to advertise for construction bids for the project.

AMOUNT & SOURCE OF FUNDING

This project is being funded from the ERBF allocation which was awarded by MDOT. It is a 100% funded project with no local match. The overall award is \$1,414,160 with the construction budget at \$1,106,000.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The City was awarded funding from MDOT to replace a sub-standard bridge on Old West Point Road just south of Garrard Road in the spring of 2019. Since that time, we have hired an engineering consultant and have worked on completing the necessary hydraulic designs and acquiring easements.

The final design includes a two-lane vehicular bridge which will accommodate two way traffic along with an 8' wide multi-use path on the east side. The project will provide a future pedestrian connection to Garrard Road as well as ditch stabilization.

Attached is a proposed site plan and typical section sheet.

The tentative schedule is to receive bids in January, early February with a proposed construction commencement in late spring.

SUGGESTED MOTION: Move for approval of the Old West Point Bridge project design and authorization to advertise for construction bids for the project.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

February 15, 2019

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

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA530000000138

Dear Ms. Spruill:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on January 22, 2019, approved up to \$1,341,900.00 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

If preconstruction funds were awarded, the Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. This MOA has been approved by the Office of the Attorney General and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

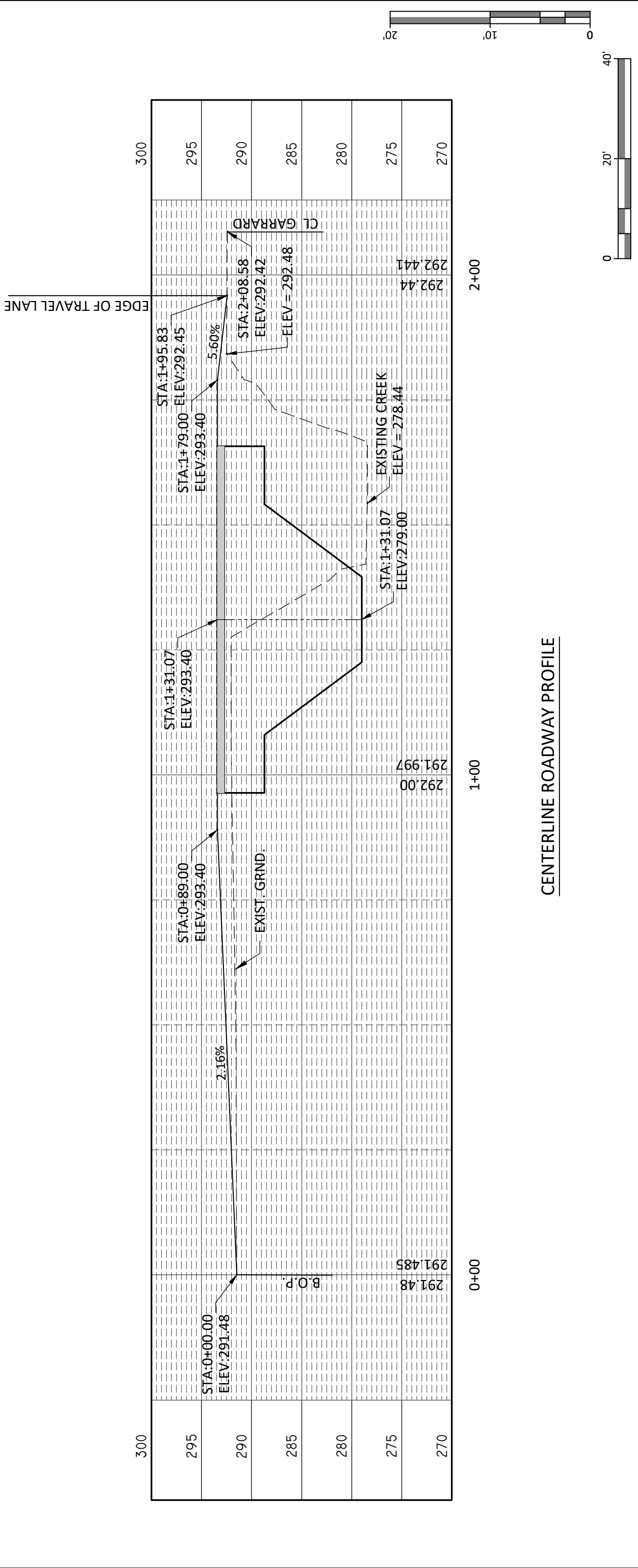
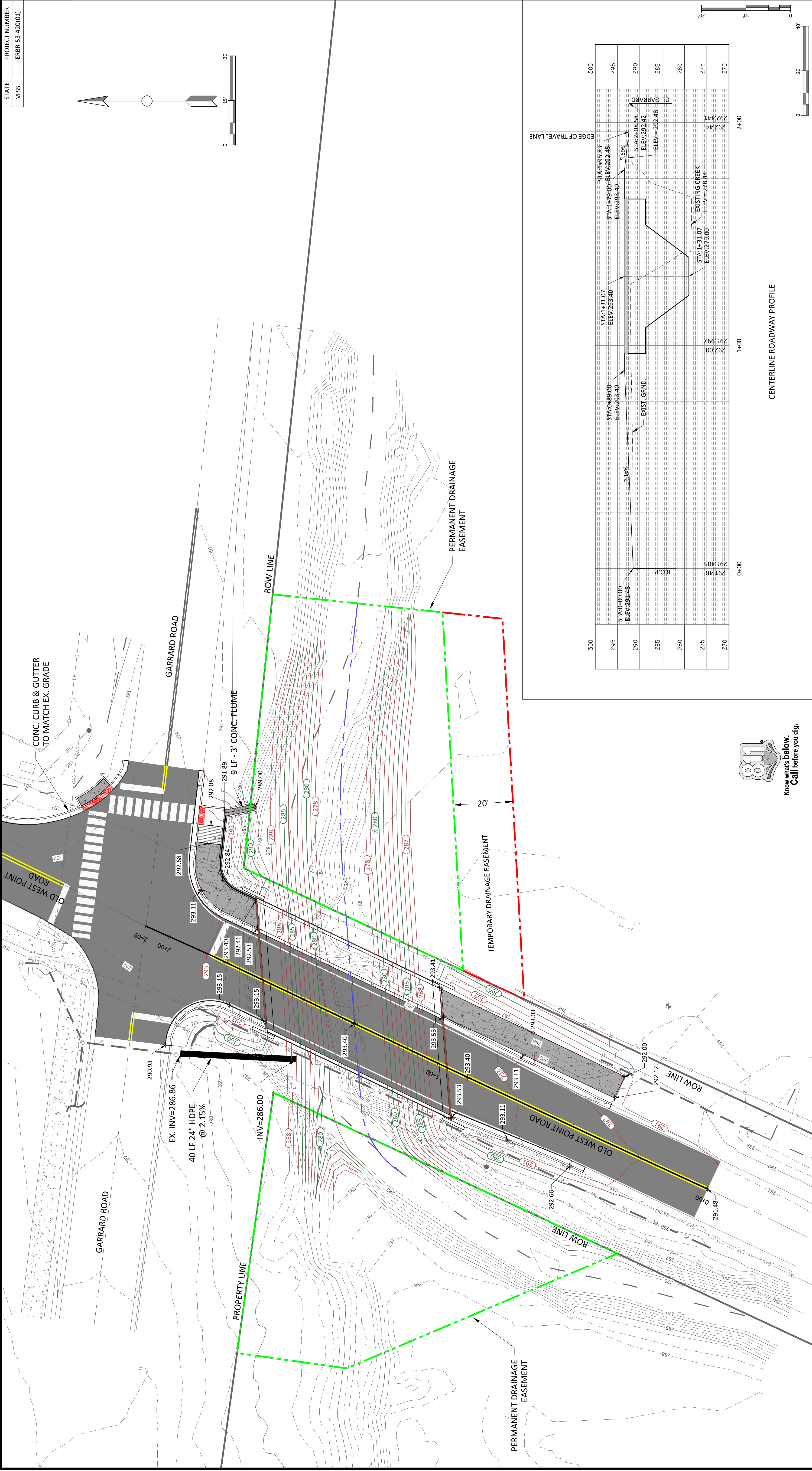
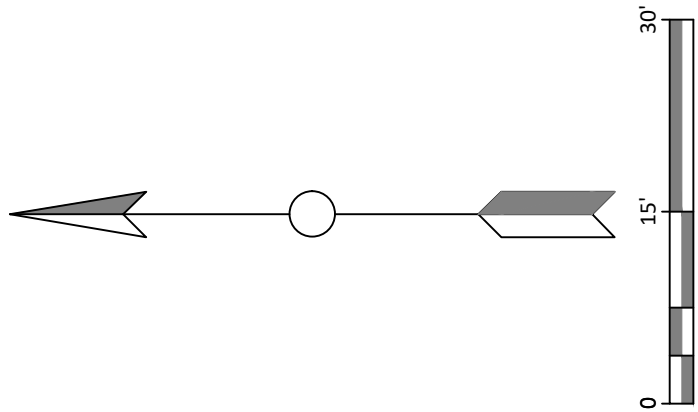
We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at www.GoMDOT.com/ERBRF for additional information that we will be posting throughout the life of the program.

Sincerely,

Melinda L. McGrath, P.E.
Executive Director

Attachment

STATE	PROJECT NUMBER
MISS.	ERBR-53-420(01)



NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS	
NO.	DATE

DRAWING INFORMATION

N-S PROJECT NO.: NS-15526.000
FILENAME: OLD WEST POINT BRIDGE
SCALE:
SURVEYED BY:
DSCN: KPS
DRWN: MRC
CHKD: KPS
QA/QC: ZJF

DATE: 11/2020
DATE: 11/2020
DATE: 11/2020
DATE: 11/2020

OLD WEST POINT BRIDGE
REPLACEMENT
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI
MDOT: ERBR-53-420(01)

GRADING & DRAINAGE
PLAN

NEEL-SCHAFER
Solutions you can build upon

WORKING NUMBER:
DRAWING NUMBER:
C2.00

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OR THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING THE ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS		DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION

N-S PROJECT NO.: NS-15526.000		FILENAME:	
CADD TYPE: MICROSTATION		SURVEYED BY:	

OLD WEST POINT ROAD

BRIDGE REPLACEMENT

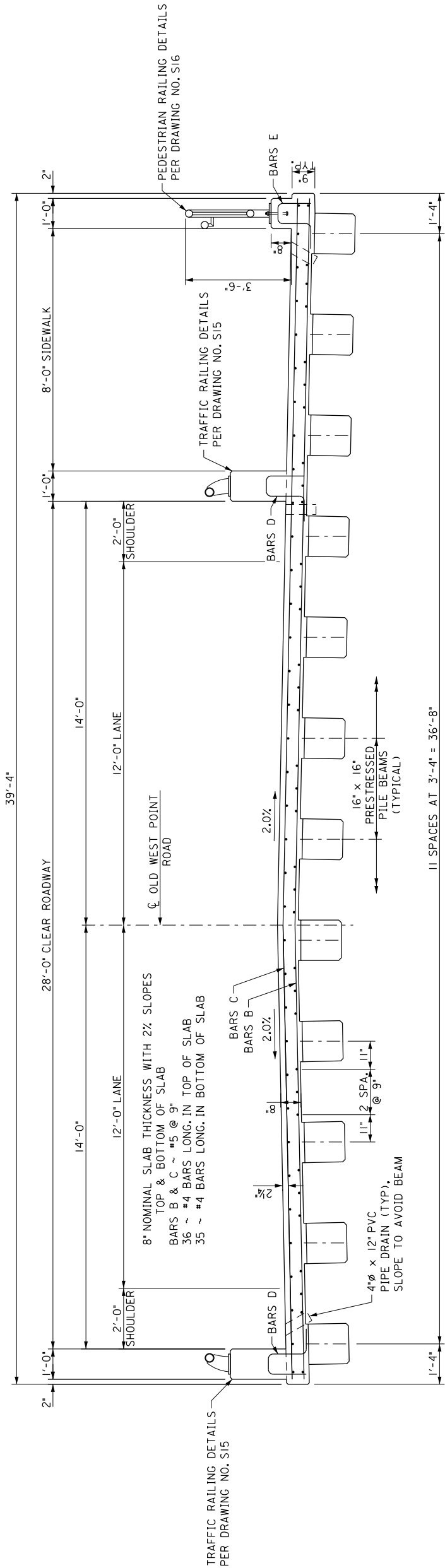
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

MDOT: ERBR-53-420(01)



TYPICAL CROSS SECTION

WORKING NUMBER:	DRAWING NUMBER:
	S9



TYPICAL SECTION

SCALE: 1/2" = 1'-0"



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 12.15.2020
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to approve an as-needed contract with Neel Shaffer to provide as-needed surveying services.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Board of Aldermen

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

It is proposed to approve an as-needed contract for Neel Shaffer to provide as-needed surveying services. There are occasions when the Engineering Department needs surveying assistance as the department does not have the necessary equipment.

We have a similar contract with another local consulting firm and this gives the City flexibility depending on workload and schedule.

SUGGESTED MOTION: Move for approval authorizing the Mayor to approve an as-needed contract with Neel Shaffer to provide as-needed surveying services.

November 4, 2020

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

REFERENCE: AS-NEEDED SURVEY SERVICES

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer as-needed surveying services to the City of Starkville for the Fiscal Year 2020-2021. These services shall automatically renew annually unless otherwise requested to be terminated by either the City of Starkville or Neel-Schaffer, Inc. All services will be performed in accordance with the General Terms and Conditions in Exhibit A.

Neel-Schaffer proposes to provide these services on an hourly basis, and we will communicate a not-to-exceed fee for each task assigned. NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8 and tasks shall be billed monthly as work progresses. All invoices shall include the name of the task, employees working on each task, and general comments about their work being performed.

This letter agreement, consisting of one page, and Exhibit A, consisting of three pages, represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and said Exhibit 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.



Kevin Stafford, P.E.
Vice President

Cc: Edward Kemp, P. E., City Engineer

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT A
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.



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 12.15.2020
PAGE: 1

SUBJECT: Consideration of transferring the Water Department Building located at 402 Dr. D.L. Connor Drive to the Street Department once the new operations center building is completed (anticipated Summer 2021) with the Utilities Department retaining a portion of the building and grounds for water operations.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

It is proposed to move the Street Department office and operations to the Water Department Building once the new Utilities operations center building is completed and the current building is vacated. This move will provide the Street Department with more space for equipment and materials in the yard as well as have a functional office for administrative work.

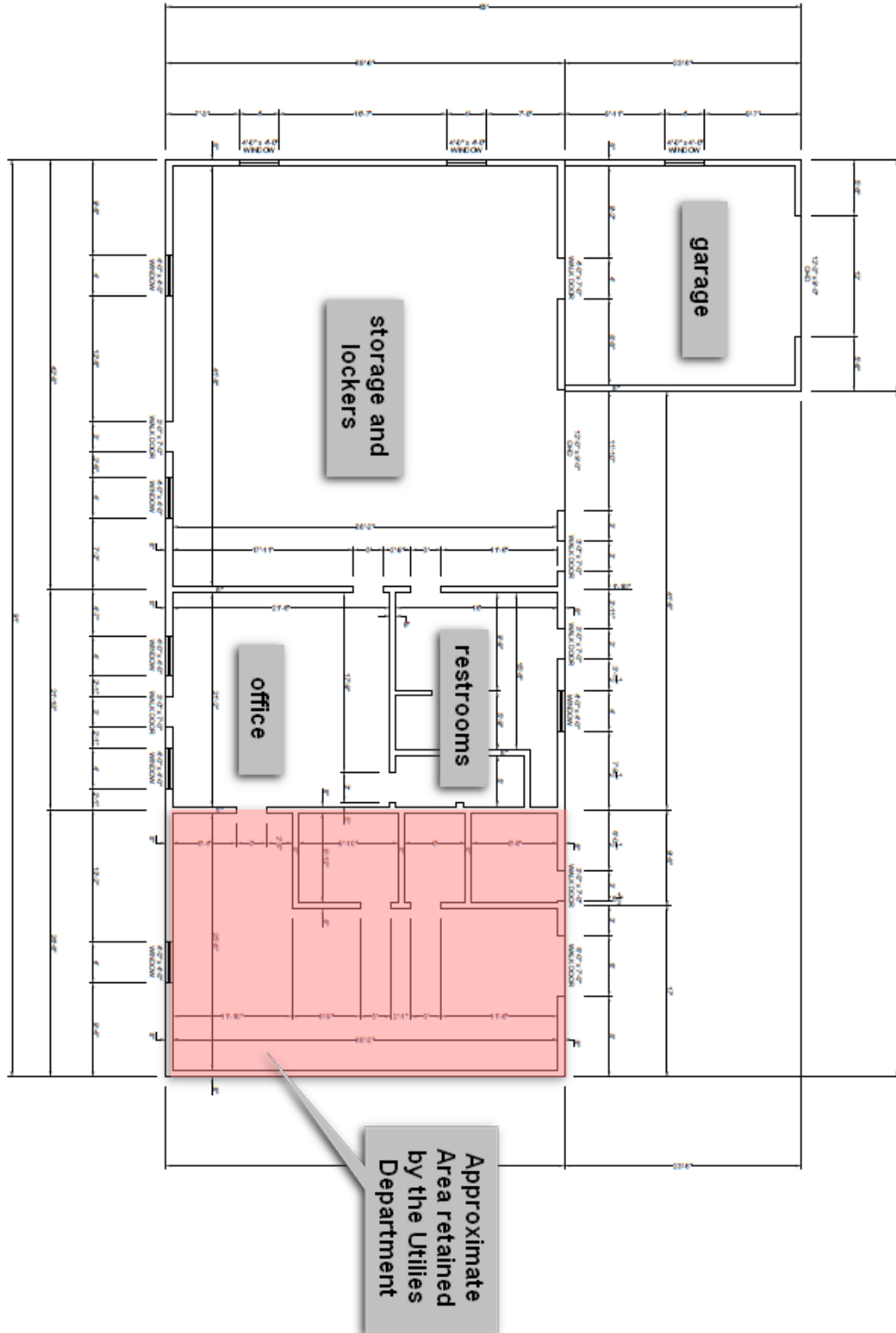
Attached is a schematic showing the proposed building and approximate area to be retained by the Utilities Department.

The street department would still need to maintain a presence at the auto maintenance garage for equipment and vehicle repairs; however, the remainder of the building and yard could be used by the Sanitation department

We are proposing have the Board consider this in advance of the move so the Street department can start assessing the needs of the facility and planning for the improvements and layouts.



SUGGESTED MOTION: Move for approval of transferring the Water Department Building located at 402 Dr. D.L. Connor Drive to the Street Department once the new operations center building is completed (anticipated Summer 2021) with the Utilities Department retaining a portion of the building and grounds for water operations.



DATE: NOVEMBER 10, 2016
 DESIGNED BY: BCK
 DRAWN BY: WES
 CHECKED BY: CAB
 C.D. BY: KOL
 SCALE: 1/8" = 1'-0"
 PROJECT # 2016-1

SHEET NUMBER
C1.0

REVISIONS

CITY OF STARKVILLE WATER DEPARTMENT
 STARKVILLE, MS

FLOOR PLAN

STARKVILLE
 MISSISSIPPI'S DELIGHT TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
 150 W. HUNTS STREET, STARKVILLE, MS 39359
 P. 662-332-3330 F. 662-332-4143



Proposed Water Department Property Allocation



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 12.15.2020
PAGE: 1

SUBJECT: Consideration of Professional Services Supplemental Agreement #2 for the BUILD Grant project related to Preliminary Engineering Services.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

This is the second supplemental agreement for Professional Services for the BUILD Grant. It is for the on-corridor and off-site utility design services as well as completion of the roadway design. Attached is information related to the contract supplement.

SUGGESTED MOTION: Move for approval of Professional Services Supplemental Agreement #2 for the BUILD Grant project related to Preliminary Engineering Services.

Between the
The City of Starkville
And
Kimley-Horn and Associates, Inc

SUPPLEMENTAL AGREEMENT NO. 2

Highway 182 from Long Street to Old West Point Road
Oktibbeha County
Project No. FBLD-7113-00(004)/108418-811000

WHEREAS, Kimley-Horn and Associates, Inc (the CONSULTANT) entered into the Engineering Services Contract with the City of Starkville (the LPA) on the 7th of May, 2020, to perform **conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. These services will include project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering,** as provided for in Project No. FBLD-7113-00(004)/108418-811000 the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide **design services to develop construction documents for the relocation of power and communications facilities within the project ROW and allow for coordination and meetings to extend through the remainder of the design phases of the project** resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$1,010,534.41;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT: see **Attachment A**

The Maximum Allowable Cost shall be amended to add the sum of \$444,111.26 so the revised total Maximum Allowable Contract Cost is \$1,010,534.41. The revised total Fixed Fee shall be \$49,011.71. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Created – 11/01/08

Revised – 02/11/15

Preliminary Engineering Contract Supplemental Agreement boilerplate

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	Subconsultants	Phase Total
Original	\$314,951.67	\$6,248.25	\$37,705.58	\$149,902.88	\$510,272.38
SA #1	\$15,803.94	\$2,723.00	\$1,892.55	\$35,731.28	\$56,150.77
SA #2	\$78,608.92	\$2,869.00	\$9,413.58	\$353,219.76	\$444,111.26
Totals	\$409,364.53	\$11,840.25	\$49,011.71	\$538,853.92	\$1,010,534.41

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the _____ day of _____, 20__.

The City of Starkville

Mayor Lynn Spruill

Dated, the _____ day of _____, 20__.

Kimley-Horn and Associates, Inc

Drake Danley, authorized signer

Attachment A: Scope of Work

Electrical Scope of Work

Starkville Utilities presently has a 69 kV overhead transmission line and four (4) 13 kV overhead distribution circuits located on existing rights-of-way along Highway 182 corridor generally between Old West Point Road and Long Street ("Highway 182 Corridor"). As detailed in our previously submitted Schematic Plans, in an effort to mitigate relocation costs and right-of-way constraints, system improvements will be made elsewhere on Starkville Utilities' 13 kV system so that only the overhead 69 kV transmission line and a single 13 kV feeder circuit must be reconstructed. The existing overhead 69 kV transmission circuit will remain overhead but will be reconstructed using taller steel structures and longer span lengths (typically 450-500 feet between transmission structures. Three of the four existing 13 kV overhead distribution circuits will be made redundant by constructing 13 kV overhead distribution circuits elsewhere on Starkville Utilities system off the Highway 182 Corridor. The remaining 13 kV overhead distribution circuit will be replaced with a new underground 13 kV underground distribution circuit and related appurtenances. All existing overhead 13 kV distribution facilities will be removed along the Highway 182 Corridor.

Additionally, to the extent practicable, existing communications facilities owned by third-party utilities (AT&T, C Spire, Maxxsouth, etc.) will be replaced with new underground communication facilities and all existing overhead communications facilities will be removed along the Highway 182 Corridor. Where agreed to by the Owner and any third-party utility, this project will provide below grade raceways and communications vaults required by third-party communications utilities.

Off Corridor 13 kV Distribution Improvements Project

As described above, 13 kV overhead distribution improvements will be constructed elsewhere on Starkville Utilities system off the Highway 182 Corridor. For this phase of work, Atwell & Gent, P.A. will provide the following services:

Design: Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of the required 13 kV improvements off the Highway 182 Corridor.

Utility Easements: Meet with affected property owners and coordinate suitable routing of new electrical facilities. Prepare utility easements and assist Owner in securing fully executed easements.

Bidding: Furnish copies of plans, specifications and Contract Documents for construction of required 13 kV Improvements off the Highway 182 Corridor to prospective bidders as required. Act in a general advisory and consulting capacity to the Owner throughout the bidding period. Respond to questions, request for information, and other related matters. Evaluate the bids received for construction services and shall make recommendations as to the best bid for the Project.

Construction: Act in a general advisory and consulting capacity to the Owner throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given in the Contract Documents.

2. Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Be available to the Owner for interpretation of drawings, specifications, and Contract Documents and prepare construction Change Orders as they are required for the proper execution of the Work.
4. Based upon his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.
5. Conduct, in company with the Owner, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the Contractor.

On-Corridor Highway 182 Electrical Improvements Project

As described above, the existing overhead 69 kV transmission line will be reconstructed, one 13 kV overhead distribution improvements will be replaced with new a new underground 13 kV distribution circuit, and all remaining overhead 13 kV circuits will be removed on the Highway 182 Corridor. For this phase of work, Atwell & Gent, P.A. will provide the following services:

Design: Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of the required 69 kV and 13 kV electrical and communications improvements on the Highway 182 corridor. Furnish the same to Kimley-Horn for inclusion in the overall Contract Document set.

Bidding: Act in a general advisory and consulting capacity to Kimley-Horn and the Owner throughout the bidding period. Respond to questions, request for information, and other related matters. Assist Kimley-Horn in evaluating the bids received for construction services.

Construction: Act in a general advisory and consulting capacity to Kimley-Horn and the Owner throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given in the Contract Documents.
2. Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Be available to Kimley-Horn and the Owner for interpretation of drawings, specifications, and Contract Documents and prepare construction Change Orders as they are required for the proper execution of the Work.
4. Assist Kimley-Horn in the review of the Contractor's applications for payment and supporting data.
5. Conduct, in company with Kimley-Horn and the Owner, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the Contractor.
6. Upon completion of all construction included in this contract, the CONSULTANT shall furnish to the Kimley-Horn and the Owner a set of record drawings covering the work installed.

ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedures
TO	Transportation Operations
USACE	United States Army Corps of Engineers
USFW	United States Fish and Wildlife Service
USGS	United States Geological Survey
WRP	Wetland Reserve Program



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:12.15.2020
PAGE: 1

SUBJECT: Consideration of receiving the bids for the Linkage TAP project, acceptance of the low bid from Byrum Construction in the amount of \$609,795.95 and authorizing the Mayor to execute a construction contract and all necessary MDOT paperwork.

AMOUNT & SOURCE OF FUNDING This project will be funded through a Transportation Alternatives project and a local 20% match that is shared between MSU, Oktibbeha County and the City.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans for the Linkage TAP project. This project entails building a multi-use path from the intersection of Spring street and Hwy 12 into the MSU campus and terminating at the Amphitheater.

The City is planned to receive bids at 9am on Tuesday, December 15. A full bid tabulation and recommendation from that bid opening will be provided to the Board prior to the meeting.

It is hoped that the Board will consider this in order to remain on our project schedule which is projecting completion by August of 2021.

SUGGESTED MOTION: Move approval of receiving bids for the Linkage TAP project, acceptance of the low bid from Byrum Construction in the amount of \$609,795.95 and authorizing the Mayor to execute a construction contract and all necessary MDOT paperwork.



2501 14th Street
Suite 213
Gulfport, MS 39501

www.GarverUSA.com

December 15, 2020

Edward Kemp, PE, PS
City Engineer
110 West Main Street
Starkville, MS 39759

Re: Recommendation of Award
Spring Street Shared-Use Path
STP-0420-00(24)LPA/ 108010-701000
Starkville, MS - Oktibbeha County

Dear Mr. Kemp:

Bids were received for the Spring Street Shared Use Path project at 9:00 am on December 15, 2020. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of three bids were received on the project. Byrum Construction, Inc. submitted the low bid for the project in the amount of \$609,795.95. The bid is 21.1% below the Engineer's Opinion of Probable Cost of \$773,050.00.

Garver recommends that after review by city officials, the construction contract for the Spring Street Shared Use Path project be awarded to Byrum Construction, Inc.

Please call me at 228-380-1240 or email me at JKOverstreet@GarverUSA.com if you have any questions.

Sincerely,

GARVER, LLC

Kreg Overstreet, P.E.
Project Manager



CITY OF STARKVILLE

SPRING STREET SHARED USE PATH

BID TABULATION

12/15/2020

STP-0420-00(024)LPA/108010-701000



BASE BID MULTI-USE PATH

Engineer's Opinion of Probable Cost				Byrum Construction, Inc.			Phillips Contracting			Gregory Construction		
#	Spec. #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	201-A001	Clearing and Grubbing	LS	1	\$ 15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	202-B007	Removal of Asphalt Pavement, All Depths	SY	831	\$ 10.00	\$8,310.00	\$22.25	\$18,489.75	\$25.00	\$20,775.00	\$14.00	\$11,634.00
3	202-B063	Removal of Concrete Paved Ditch	SY	10	\$ 10.00	\$100.00	\$107.00	\$1,070.00	\$50.00	\$500.00	\$45.00	\$450.00
4	202-B080	Removal of Concrete Sidewalk	SY	28	\$ 40.00	\$1,120.00	\$42.25	\$1,183.00	\$34.68	\$971.04	\$28.00	\$784.00
5	202-B088	Removal of Curb & Gutter, All Types	LF	455	\$ 10.00	\$4,550.00	\$13.30	\$6,051.50	\$10.00	\$4,550.00	\$12.00	\$5,460.00
6	202-B126	Removal of Fence, All Types	LF	30	\$ 20.00	\$600.00	\$18.30	\$549.00	\$10.00	\$300.00	\$12.00	\$360.00
7	202-B174	Removal of Light and Foundation	EA	5	\$ 5,000.00	\$25,000.00	\$1,600.00	\$8,000.00	\$1,100.00	\$5,500.00	\$930.00	\$4,650.00
8	202-B213	Removal of Sign	EA	2	\$ 300.00	\$600.00	\$165.00	\$330.00	\$175.00	\$350.00	\$123.00	\$246.00
9	202-B240	Removal of Traffic Stripe	LF	221	\$ 10.00	\$2,210.00	\$4.50	\$994.50	\$4.75	\$1,049.75	\$5.00	\$1,105.00
10	203-A001	Unclassified Excavation, FM, AH	CY	94	\$ 15.00	\$1,410.00	\$32.00	\$3,008.00	\$10.00	\$940.00	\$24.50	\$2,303.00
11	203-EX020	Borrow Excavation, AH, FME, Class B9	CY	723	\$ 15.00	\$10,845.00	\$34.50	\$24,943.50	\$25.00	\$18,075.00	\$42.00	\$30,366.00
12	206-A001	Structure Excavation	CY	87	\$ 25.00	\$2,175.00	\$45.00	\$3,915.00	\$50.00	\$4,350.00	\$23.00	\$2,001.00
13	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	193	\$ 10.00	\$1,930.00	\$28.00	\$5,404.00	\$50.00	\$9,650.00	\$50.00	\$9,650.00
14	216-A001	Solid Sodding	SY	3458	\$ 5.00	\$17,290.00	\$4.00	\$13,832.00	\$4.50	\$15,561.00	\$4.80	\$16,598.40
15	219-A001	Watering	KGAL	68	\$ 20.00	\$1,360.00	\$20.00	\$1,360.00	\$20.00	\$1,360.00	\$20.00	\$1,360.00
16	234-A001	Temporary Silt Fence	LF	3193	\$ 2.00	\$6,386.00	\$4.40	\$14,049.20	\$3.00	\$9,579.00	\$3.50	\$11,175.50
17	237-A002	Wattles, 20"	LF	400	\$ 5.00	\$2,000.00	\$9.00	\$3,600.00	\$10.00	\$4,000.00	\$6.00	\$2,400.00
18	246-B001	Rockbags	EA	310	\$ 5.00	\$1,550.00	\$27.50	\$8,525.00	\$7.50	\$2,325.00	\$10.00	\$3,100.00
19	907-258-K001	Bollard	EA	5	\$ 1,000.00	\$5,000.00	\$660.00	\$3,300.00	\$1,000.00	\$5,000.00	\$760.00	\$3,800.00
20	503-C010	Saw Cut, Full Depth	LF	791	\$ 10.00	\$7,910.00	\$9.00	\$7,119.00	\$12.00	\$9,492.00	\$3.00	\$2,373.00
21	601-B001	Class "B" Structural Concrete, Minor Structures	CY	21	\$ 2,500.00	\$52,500.00	\$2,225.00	\$46,725.00	\$2,150.00	\$45,150.00	\$1,550.00	\$32,550.00
22	602-A001	Reinforcing Steel	LBS	2233	\$ 2.00	\$4,466.00	\$3.10	\$6,922.30	\$1.00	\$2,233.00	\$0.75	\$1,674.75
23	603-AL T001	12" Type A Alternate Pipe	LF	72	\$ 200.00	\$14,400.00	\$35.50	\$2,556.00	\$48.57	\$3,497.04	\$50.00	\$3,600.00
24	603-AL T003	18" Type A Alternate Pipe	LF	176	\$ 200.00	\$35,200.00	\$44.00	\$7,744.00	\$53.20	\$9,363.20	\$58.00	\$10,208.00
25	603-CA011	18" Reinforced Concrete Pipe, Class III	LF	52	\$ 300.00	\$15,600.00	\$44.00	\$2,288.00	\$83.45	\$4,339.40	\$85.00	\$4,420.00



CITY OF STARKVILLE
SPRING STREET SHARED USE PATH
BID TABULATION
12/15/2020

STP-0420-00(024) LPA/108010-701000



26	603-CB001	12" Reinforced Concrete End Section	EA	3	\$		650.00	\$1,950.00	\$1,100.00	\$3,300.00	\$1,000.00	\$3,000.00	\$1,160.00	\$3,480.00
27	603-CB003	18" Reinforced Concrete End Section	EA	1	\$		800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00
28	603-SB015	18" Branch Connections, Stub into Concrete Box Culvert Wingwall	EA	1	\$		1,000.00	\$1,000.00	\$880.00	\$880.00	\$3,300.00	\$3,300.00	\$1,000.00	\$1,000.00
29	603-SB021	18" Branch Connections, Stub into Inlet	EA	4	\$		1,000.00	\$4,000.00	\$880.00	\$3,520.00	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00
30	604-A001	Castings	LBS	553	\$		5.00	\$2,765.00	\$2.40	\$1,327.20	\$5.00	\$2,765.00	\$4.00	\$2,212.00
31	604-B001	Gratings	LBS	636	\$		5.00	\$3,180.00	\$2.00	\$1,272.00	\$5.00	\$3,180.00	\$3.00	\$1,908.00
32	907-604-PP001	Modify Existing Inlet, Per Plans	EA	3	\$		500.00	\$1,500.00	\$1,650.00	\$4,950.00	\$3,000.00	\$9,000.00	\$1,000.00	\$3,000.00
33	607-P2002	Brace Post, 5' x 2" Galvanized Steel	EA	2	\$		20.00	\$40.00	\$2,050.00	\$4,100.00	\$450.00	\$900.00	\$135.00	\$270.00
34	607-Z001	Concrete Anchors	EA	2	\$		25.00	\$50.00	\$1,450.00	\$2,900.00	\$125.00	\$250.00	\$500.00	\$1,000.00
35	608-A001	Concrete Sidewalk, Without Reinforcement	SY	2839	\$		40.00	\$113,560.00	\$55.50	\$157,564.50	\$60.00	\$170,340.00	\$73.00	\$207,247.00
36	907-608-C001	Detectable Warning Panels	SF	96	\$		250.00	\$24,000.00	\$37.50	\$3,600.00	\$35.00	\$3,360.00	\$24.00	\$2,304.00
37	609-B002	Concrete Curb, Header	LF	45	\$		40.00	\$1,800.00	\$42.00	\$1,890.00	\$70.67	\$3,180.15	\$53.00	\$2,385.00
38	609-D001	Combination Concrete Curb and Gutter Type 1	LF	425	\$		40.00	\$17,000.00	\$31.50	\$13,387.50	\$36.05	\$15,321.25	\$53.00	\$22,525.00
39	609-D006	Combination Concrete Curb and Gutter Type 3	LF	394	\$		40.00	\$15,760.00	\$32.00	\$12,608.00	\$39.77	\$15,669.38	\$45.00	\$17,730.00
40	613-D009	Adjustment of Utility Appurtenance	EA	2	\$		500.00	\$1,000.00	\$1,100.00	\$2,200.00	\$2,550.00	\$5,100.00	\$765.00	\$1,530.00
41	614-B001	Concrete Driveway, Without Reinforcement, 6-Inch Thickness	SY	50	\$		100.00	\$5,000.00	\$62.50	\$3,125.00	\$85.00	\$4,250.00	\$64.00	\$3,200.00
42	618-A001	Maintenance of Traffic	LS	1	\$		100,000.00	\$100,000.00	\$4,317.50	\$4,317.50	\$18,500.00	\$18,500.00	\$31,000.00	\$31,000.00
43	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	95	\$		10.00	\$950.00	\$6.60	\$627.00	\$7.00	\$665.00	\$8.00	\$760.00
44	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	20	\$		12.00	\$240.00	\$6.60	\$132.00	\$7.00	\$140.00	\$8.00	\$160.00



CITY OF STARKVILLE
SPRING STREET SHARED USE PATH
BID TABULATION
12/15/2020



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45	619-G4005	Barricades, Type III, Single Faced	LF	107	\$	15.00	\$1,605.00	\$15.50	\$1,658.50	\$16.50	\$1,765.50	\$19.00	\$2,033.00
46	619-G5001	Free Standing Plastic Drums	EA	123	\$	5.00	\$615.00	\$27.50	\$3,382.50	\$29.50	\$3,628.50	\$33.00	\$4,059.00
47	619-G7001	Warning Lights, Type "B"	EA	1	\$	250.00	\$250.00	\$137.50	\$137.50	\$150.00	\$150.00	\$166.00	\$166.00
48	620-A001	Mobilization	LS	1	\$	50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$56,700.00	\$56,700.00	\$89,000.00	\$89,000.00
49	626-G002	Thermoplastic Detail Stripe, White	LF	153	\$	10.00	\$1,530.00	\$3.30	\$504.90	\$3.50	\$535.50	\$4.00	\$612.00
50	626-G003	Thermoplastic Detail Stripe, Yellow	LF	2	\$	10.00	\$20.00	\$3.30	\$6.60	\$3.50	\$7.00	\$4.00	\$8.00
51	626-H005	Thermoplastic Legend, White	LF	1326	\$	10.00	\$13,260.00	\$5.50	\$7,293.00	\$5.85	\$7,757.10	\$6.00	\$7,956.00
52	907-630-O001	Remove and Reset Sign Assembly	EA	6	\$	500.00	\$3,000.00	\$1,000.00	\$6,000.00	\$1,060.00	\$6,360.00	\$1,200.00	\$7,200.00
53	907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	\$	10,000.00	\$10,000.00	\$9,100.00	\$9,100.00	\$10,250.00	\$10,250.00	\$11,000.00	\$11,000.00
54	907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	5	\$	2,500.00	\$12,500.00	\$1,550.00	\$7,750.00	\$3,450.00	\$17,250.00	\$1,850.00	\$9,250.00
55	635-A076	Traffic Signal Head, Type 6	EA	5	\$	1,000.00	\$5,000.00	\$970.00	\$4,850.00	\$850.00	\$4,250.00	\$1,175.00	\$5,875.00
56	907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	40	\$	5.00	\$200.00	\$4.75	\$190.00	\$3.05	\$122.00	\$5.60	\$224.00
57	907-637-A001	Pullbox Enclosure, Type 1	EA	1	\$	800.00	\$800.00	\$880.00	\$880.00	\$3,030.00	\$3,030.00	\$1,065.00	\$1,065.00
58	907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	48	\$	10.00	\$480.00	\$20.50	\$984.00	\$32.35	\$1,552.80	\$25.00	\$1,200.00
59	907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	85	\$	10.00	\$850.00	\$25.00	\$2,125.00	\$52.95	\$4,500.75	\$30.00	\$2,550.00
60	907-645-B001	Accessible Pedestrian Detection Assembly	EA	5	\$	1,200.00	\$6,000.00	\$1,300.00	\$6,500.00	\$1,135.00	\$5,675.00	\$1,600.00	\$8,000.00
61	647-A001	Removal of Existing Traffic Signal Equipment	LS	1	\$	5,000.00	\$5,000.00	\$440.00	\$440.00	\$2,175.00	\$2,175.00	\$530.00	\$530.00
62	699-A001	Roadway Construction Stakes	LS	1	\$	10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00	\$13,000.00	\$13,000.00
63	809-A001	Retaining Wall System	SF	275	\$	200.00	\$55,000.00	\$79.50	\$21,862.50	\$48.50	\$13,337.50	\$66.00	\$18,150.00
64	813-E008	Pedestrian Railing	LF	75	\$	125.00	\$9,375.00	\$115.00	\$8,625.00	\$90.72	\$6,804.00	\$121.00	\$9,075.00
65	L00075:907-625-G500	Methyl Methacrylate Area Pavement Markings	LF	450	\$	10.00	\$4,500.00	\$11.00	\$4,950.00	\$12.80	\$5,760.00	\$12.75	\$5,737.50
							BASE BID TOTAL		\$533,498.95		\$640,541.86		\$680,870.15

BID ALTERNATE #1 (LIGHT POLE FOUNDATIONS AND CONDUITS)				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
66	907-634-C001	Pole Foundations, Class "B" Concrete	CY	12	\$	1,000.00	\$12,000.00
67	907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	844	\$	2.00	\$1,688.00
68	907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	1690	\$	10.00	\$16,900.00
BID ALT #1 TOTAL					\$30,590.00		\$43,844.40
					\$68,639.50		\$52,834.60



CITY OF STARKVILLE

SPRING STREET SHARED USE PATH

BID TABULATION

12/15/2020

STP-0420-00(024)LPA/108010-701000



BID ALTERNATE #2 (6-FT SIDEWALK CONNECTING SORORITY & 6-FT SIDEWALK CONNECTING TO OLD BULLY BLVD. INTERSECTION)										UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
69	202-B213	Removal of Sign	EA	1	\$		300.00	\$330.00	\$330.00	\$175.00	\$175.00	\$246.00	\$246.00		\$246.00
70	203-A001	Unclassified Excavation, FM, AH	CY	11	\$		\$165.00	\$33.00	\$33.00	\$10.00	\$110.00	\$42.00	\$462.00		\$462.00
71	203-EX020	Borrow Excavation, AH, FME, Class B9	CY	14	\$		\$210.00	\$38.50	\$539.00	\$25.00	\$350.00	\$50.00	\$700.00		\$700.00
72	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	8	\$		\$80.00	\$27.50	\$220.00	\$50.00	\$400.00	\$58.50	\$468.00		\$468.00
73	216-A001	Solid Sodding	SY	145	\$		\$725.00	\$5.50	\$797.50	\$4.50	\$652.50	\$4.80	\$696.00		\$696.00
74	219-A001	Watering	KGAL	4	\$		\$80.00	\$20.00	\$80.00	\$20.00	\$80.00	\$20.00	\$80.00		\$80.00
75	234-A001	Temporary Silt Fence	LF	67	\$		\$134.00	\$4.50	\$301.50	\$5.00	\$335.00	\$3.50	\$234.50		\$234.50
76	608-A001	Concrete Sidewalk, Without Reinforcement	SY	275	\$		\$11,000.00	\$58.30	\$16,032.50	\$60.00	\$16,500.00	\$68.00	\$18,700.00		\$18,700.00
77	613-D009	Adjustment of Utility Appurtenance	EA	1	\$		\$500.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$920.00	\$920.00		\$920.00
78	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	11	\$		\$110.00	\$6.60	\$72.60	\$7.05	\$77.55	\$8.00	\$88.00		\$88.00
79	619-G4005	Barricades, Type III, Single Faced	LF	12	\$		\$180.00	\$15.50	\$186.00	\$16.50	\$198.00	\$19.65	\$235.80		\$235.80
80	619-G5001	Free Standing Plastic Drums	EA	8	\$		\$40.00	\$27.50	\$220.00	\$29.50	\$236.00	\$33.25	\$266.00		\$266.00
BID ALT #2 TOTAL											\$20,242.10		\$21,114.05		\$23,096.30



CITY OF STARKVILLE
SPRING STREET SHARED USE PATH
BID TABULATION
12/15/2020
STP-0420-00(024)LP/108010-701000

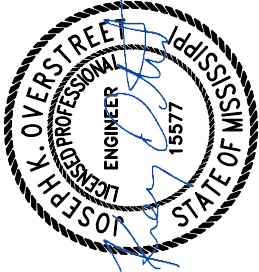


BID ALTERNATE #3 (SIDEWALK EAST OF EXISTING AMPHITHEATER SIDEWALK)													
									UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
81	202-B080	Removal of Concrete Sidewalk	SY	28	\$			\$1,120.00	\$44.00	\$1,232.00	\$35.00	\$980.00	\$882.00
82	203-A001	Unclassified Excavation, FM, AH	CY	16	\$			\$240.00	\$33.00	\$528.00	\$10.00	\$160.00	\$496.00
83	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	1	\$			\$10.00	\$27.50	\$27.50	\$50.00	\$50.00	\$300.00
84	216-A001	Solid Sodding	SY	26	\$			\$130.00	\$5.50	\$143.00	\$4.50	\$117.00	\$124.80
85	219-A001	Watering	KGAL	1	\$			\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
86	234-A001	Temporary Silt Fence	LF	40	\$			\$80.00	\$5.50	\$220.00	\$5.00	\$200.00	\$140.00
87	503-C010	Saw Cut, Full Depth	LF	16	\$			\$160.00	\$8.80	\$140.80	\$12.00	\$192.00	\$220.80
88	608-A001	Concrete Sidewalk, Without Reinforcement	SY	100	\$			\$4,000.00	\$58.50	\$5,850.00	\$71.92	\$7,192.00	\$18,600.00
89	613-D009	Adjustment of Utility Appurtenance	EA	2	\$			\$1,000.00	\$1,100.00	\$2,200.00	\$2,000.00	\$4,000.00	\$1,540.00
90	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	2	\$			\$20.00	\$6.60	\$13.20	\$7.05	\$14.10	\$16.00
91	619-G4005	Barricades, Type III, Single Faced	LF	12	\$			\$180.00	\$15.50	\$186.00	\$16.50	\$198.00	\$223.80
92	907-634-C001	Pole Foundations, Class "B" Concrete	CY	1	\$			\$1,000.00	\$1,650.00	\$1,650.00	\$2,850.00	\$2,850.00	\$2,000.00
BID ALT #3 TOTAL									\$12,210.50		\$15,973.10		\$24,563.40

TOTAL CONSTRUCTION COSTS										\$773,050.00	\$609,795.95	\$746,268.51	\$781,364.45

Corrected Math Error in Extension

Corrected Sum due to Math Error



STATE OF MISSISSIPPI

CITY OF STARKVILLE, MS
PROJECT NO. STP-0420-00(024)LPA/108010-701000

MULTI-USE PATH FROM THE INTERSECTION OF HWY 12 AND
SPRING ST. TO THE MSU AMPHITHEATER
OKTIBBEHA COUNTY

STATE	PROJECT NUMBER
MISSISSIPPI	STP-0420-00(024)LPA /108010-701000



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1076 Highland Colony Pkwy

Suite 325
Ridgeland, MS 39157

(601) 825-3633

Registration #E-516
Expires: 12-31-2020

STREET READY

BY	DESCRIPTION	DATE	REV.



CITY OF STARKVILLE, MS
OKTIBBEHA COUNTY
MULTI-USE PATH FROM
SPRING ST. TO MSU
AMPHITHEATER
STP-0420-00(024)LPA /
108010-701000

COVER SHEET AND
SHEET INDEX

JOB NO.: 19T30004

DATE: MARCH 2020

DESIGNED BY: TWB

DRAWN BY: SB1

DATE: MARCH 2020
DESIGNED BY: TWB
DRAWN BY: SB1

DRAWING NUMBER

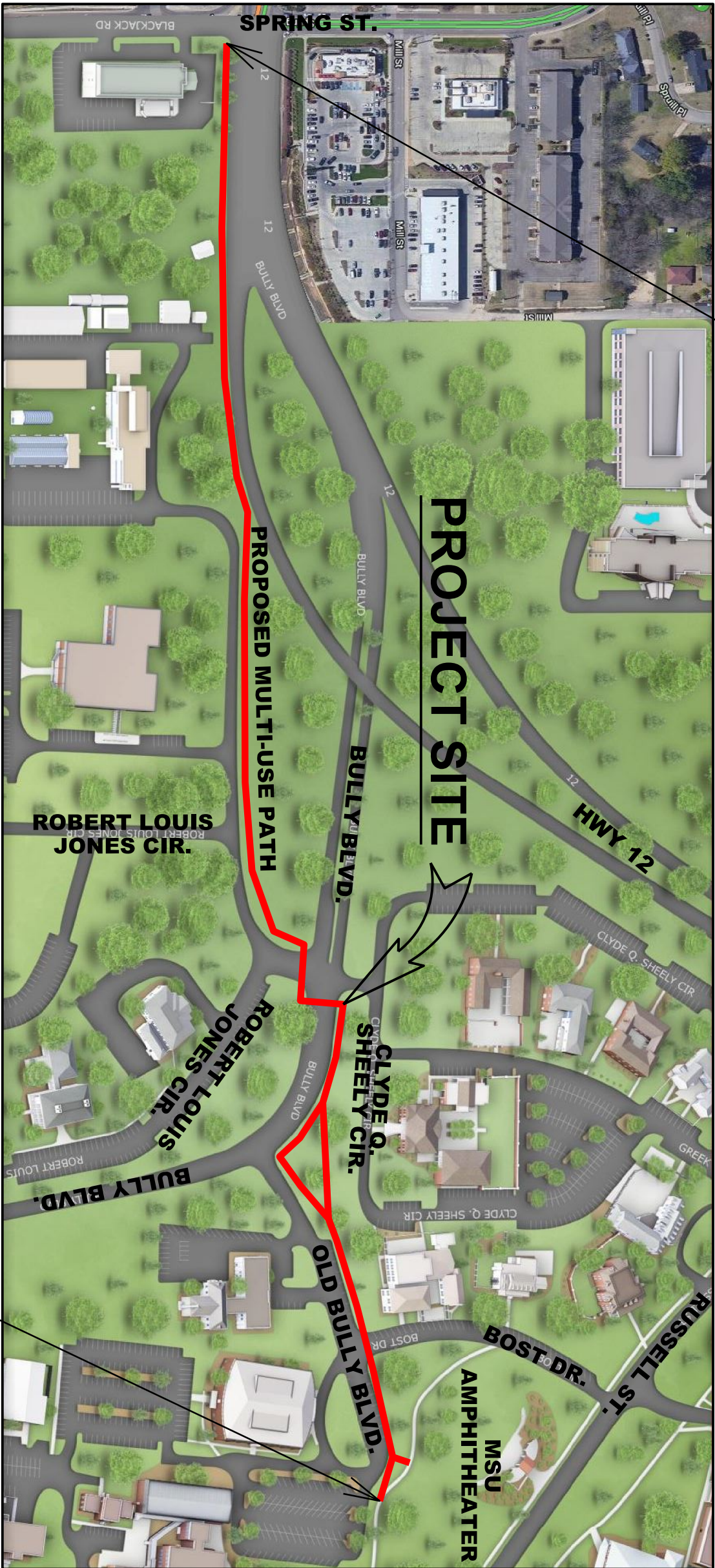
G-001

SHEET NUMBER 1

LVNN SPRULL, MAYOR	DATE
PREPARED BY:	

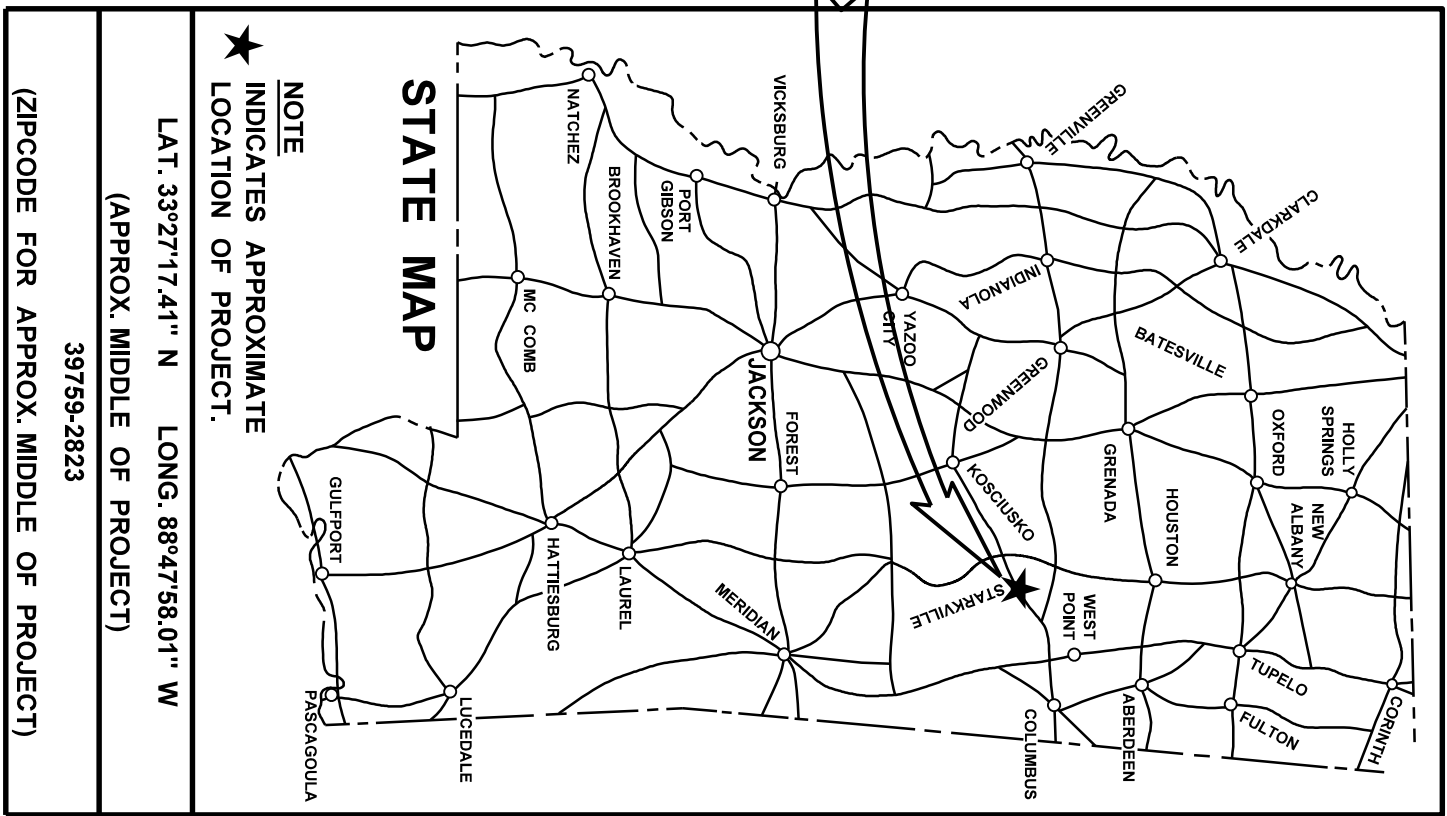
PERMITS ACQUIRED BY MDOT	
WETLANDS AND WATERS PERMITS	
NATIONWIDE #14	☒
NATIONWIDE (OTHER)*	☒
GENERAL*	☒
INDIVIDUAL (404)*	☒
STORMWATER PERMIT	☒
REQUIRED AND SUBMITTED BY MDOT (DISTURBED AREA—5 ACRES)	
REQUIRED, SCAID TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES)	
N NO STORMWATER PERMIT REQUIRED (<1 ACRE)	
APPROVED BY:	

VICINITY MAP
NO SCALE
E.O.P. STA. 41 + 05.881



B.O.P. STA. 10 + 00.000

PROJECT LOCATION



LOCATION MAP



UTILITY OWNERS

FIBER OPTIC:
TELEPAK NETWORKS
1010 HIGHLAND COLONY PKWY., SUITE 400
RIDGELAND, MS 39157-8719
800-342-3716

GAS:
ATMOS ENERGY
402 UNIVERSITY DR
STARKVILLE, MS 39759
(662)-323-3505

TELEPHONE:
AT&T
1-866-620-6000
C SPRINT
337 HIGHWAY 12 W
STARKVILLE, MS 39759-2632
(662)-323-4680

WATER/SEWER:
CURRY STREET
STARKVILLE, MS 39762
(662)-323-3505

SURVEYOR OF RECORD:
SEE

CABLE:
METROCAST
P.O. BOX 1447
STARKVILLE, MS 39760-1447
300-112 S. JACKSON ST.
STARKVILLE, MS 39759
(662)-323-1615

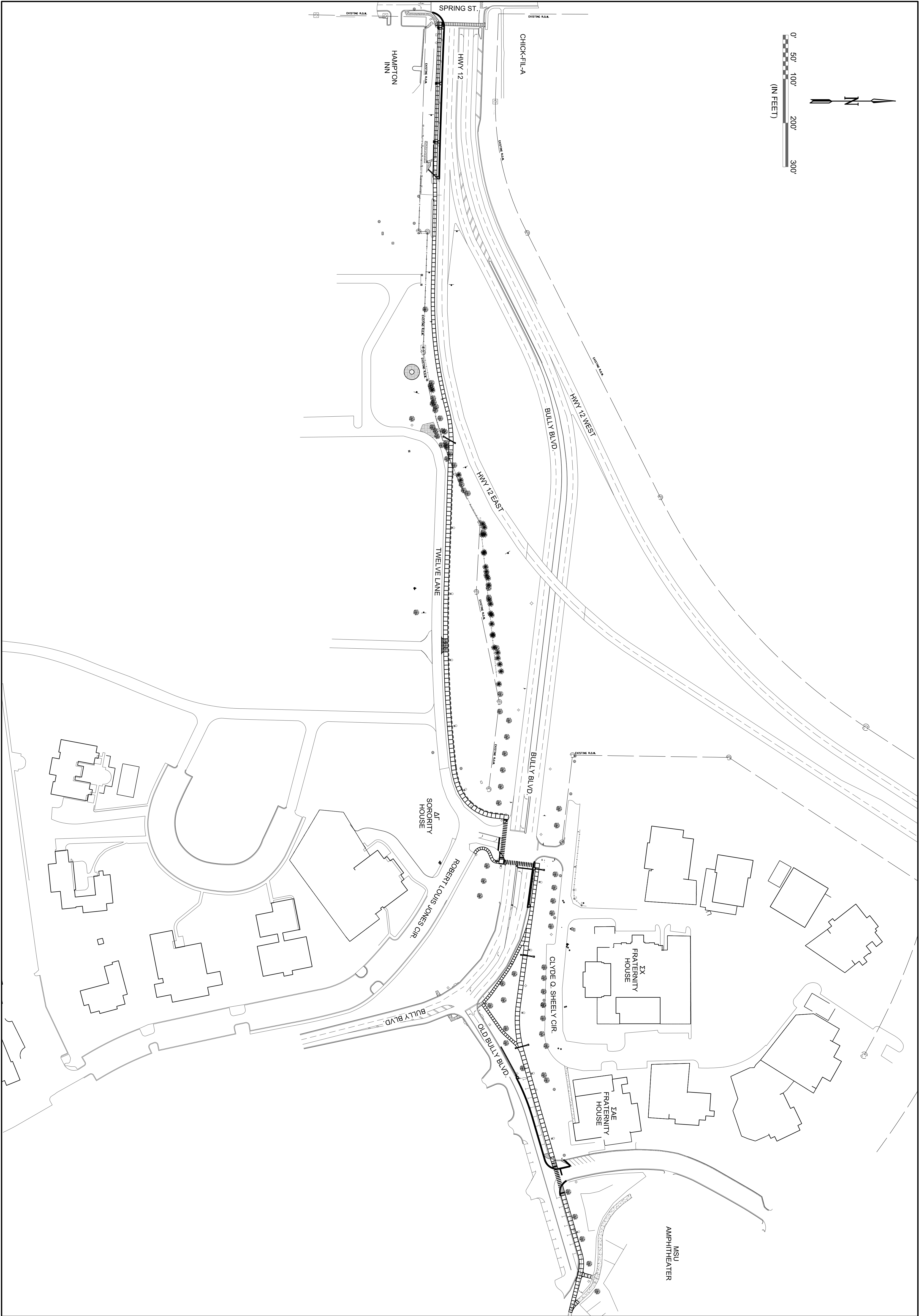
ELECTRICITY:
STARKVILLE ELECTRIC DEPT.
GENERAL DELIVERY - MAIN ST.
STARKVILLE, MS 39762
(662)-323-3133

SPRINGER ENGINEERING, INC.
206 OLD WEST POINT ROAD
STARKVILLE, MS 39759

GARVER PROJECT NO. 19T30004
APRIL 2020



1076 Highland Colony Pkwy
Suite 325
Ridgeland, MS 39157
(601) 825-3633



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REV.	DATE	DESCRIPTION	BY																																				
CITY OF STARKVILLE, MS OKTIBBEHA COUNTY				HISTORIC STARKVILLE HISTORIC DISTRICT OUTLINE (TWO)				MULTI-USE PATH FROM SPRING ST. TO MSU AMPHITHEATER STP-0420-00(024)LPA / 108010-701000																															
VICINITY MAP				JOB NO.: 19T30004 DATE: MARCH 2020 DESIGNED BY: TWB DRAWN BY: SBJ																																			
DATE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.				DRAWING NUMBER G-004																																			
SHEET NUMBER				4																																			



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/15/2020
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 December 09, 2020 is \$4,696,785.36
Of which the claims amount for Starkville Utilities is \$3,645,582.87

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 December 09, 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 12/3/2020 - 12/9/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MARK E. SHAW	11	11/27/2020	CONTRACT LABOR 11/16/20 - 11/27/20	001-000-054-205	225.00
WALMART -GENERAL CITY	06656.	12/01/2020	ANGEL TREE SUPPLIES FOR C.O.P.	001-000-160-698	93.20
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-000-054-205	843.73
Outstanding Total:					1,161.93
Paid					
SHELBY HOOD	1367713	11/18/2020	OVERPAYMENT ON TICKET	001-000-149-691	225.00
JOHN THOMAS	1338024	12/02/2020	RESTITUTION FROM KEEUNA CANNON	001-000-149-691	563.28
Paid Total:					788.28
Department 000 - UNDESIGNATED Total:					1,950.21
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-100-604-330	77.34
Outstanding Total:					77.34
Department 100 - BOARD OF ALDERMEN Total:					77.34
Department: 110 - MUNICIPAL COURT					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-110-604-330	690.00
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-110-604-330	43.50
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-110-620-370	3,837.72
AMERICAN MUNICIPAL SERVICES	48343	11/30/2020	COLLECTIONS FOR OCT. 2020	001-110-600-301	347.25
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-110-604-330	77.34
Outstanding Total:					5,023.93
Department 110 - MUNICIPAL COURT Total:					5,023.93
Department: 120 - MAYORS OFFICE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-120-604-330	10.00
SLAUGHTER & ASSOCIATES, PLLC	11.20.20	11/20/2020	ANNEXATION	001-120-600-300	3,675.84
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-120-604-330	43.50
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-120-604-330	77.34
Outstanding Total:					3,834.79
Department 120 - MAYORS OFFICE Total:					3,834.79
Department: 123 - IT					
Outstanding					
WAKAWAY DISTRIBUTORS, INC	62726	11/03/2020	5 FIVE GALLON BOTTLES OF WATER - IT	001-123-691-550	41.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0032961	11/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	793.30
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-123-620-370	21,107.49
BLUIP, INC.	113344	12/01/2020	DECEMBER 2020 SERVICES	001-123-604-330	1,522.16
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-123-604-330	77.34
WAKAWAY DISTRIBUTORS, INC	63227	12/01/2020	3 FIVE GALLON BOTTLES OF WATER- IT	001-123-691-550	24.60
WAKAWAY DISTRIBUTORS, INC	CLR1220-50	12/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
GOVERNMENT LEASING, LLC	23104-17	12/02/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	23851-11	12/02/2020	LEASE #23851/11 SAFECITY CAMERAS	001-123-918-806	667.00

Outstanding Total: 25,424.01

Department 123 - IT Total: 25,424.01

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-145-604-330	180.00
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-145-604-330	43.50
AMAZON CAPITAL SERVICES, INC.	1CND-NFNX-CGDW	11/28/2020	2021 CALENDARS FOR CCO OFFICE	001-145-501-200	85.32
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-145-604-330	77.34

Outstanding Total: 414.28

Department 145 - OTHER ADMINISTRATIVE Total: 414.28

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1113559	12/04/2020	BOND FOR SHANE KELLY	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1113561	12/04/2020	BOND FOR ALICIA HU	001-159-620-371	175.00

Outstanding Total: 350.00

Department 159 - BONDING-CITY EMPLOYEES Total: 350.00

Department: 180 - HUMAN RESOURCES

Outstanding

QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-180-604-330	10.00
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-180-604-330	43.50
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.13
CADENCE /ELAN VISA	37944333	11/30/2020	INDEED.COM-NOV. 2020 ADVERTISING	001-180-610-340	186.73

Outstanding Total: 268.36

Department 180 - HUMAN RESOURCES Total: 268.36

Department: 190 - CITY PLANNER

Outstanding

QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-190-604-330	20.00
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-190-604-330	43.50
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-190-620-370	1,918.86
TIM GEDDIE	20069	11/30/2020	ARCHITECTURE REVIEW	001-190-600-305	200.00
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-190-604-330	77.33
MyGOV, LLC	6023	12/01/2020	MY GOV SYSTEM- PERMITTING SOFTWARE	001-190-918-807	14,400.00

Outstanding Total: 16,687.81

Department 190 - CITY PLANNER Total: 16,687.81

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

NORTHEAST EXTERMINATING	25628	11/16/2020	CITY HALL 11.16.20	001-192-600-338	45.00
FERGUSON ENTERPRISES, INC	1204264	11/20/2020	MASKS & SANITIZING WIPES/ORDER#1204264	001-192-535-233	351.66
FERGUSON ENTERPRISES, INC	1244261	11/30/2020	TOUCHLESS WATER FAUCETS/ORDER#1244261	001-192-535-233	4,115.82
POLLAN & ASSOC. PA	2020963	11/30/2020	2 CASES LYSOL DISINFECTANT	001-192-535-233	287.76
PAUL DAVIS RESTORATION, IN	3071	12/01/2020	APPLYING DISINFECTANT ON 12/1	001-192-535-233	350.00
CINTAS	4068877811	12/01/2020	HAND SANITIZING STANDS 12.01.20	001-192-535-233	11.26
CINTAS	4068877885	12/01/2020	CITY HALL 12.01.20	001-192-510-220	14.52
JAN-PRO OF MS	859663	12/01/2020	DEC. 2020 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
BANCORPSOUTH EQUIPMENT FINANCE	12.24.20	12/02/2020	LOAN#7334-70314- 017/NISSAN KICKS	001-192-820-874	793.71
BANCORPSOUTH EQUIPMENT FINANCE	12.24.20	12/02/2020	LOAN#7334-70314- 017/NISSAN KICKS	001-192-830-873	102.79
NEWELL PAPER COMPANY	3121599	12/02/2020	DISINFECTANT, WIPERS,	001-192-535-233	81.01
AMAZON CAPITAL SERVICES, INC.	1YFD-TK7H-6H79	12/06/2020	30 KNIT CAPS AND GLOVES	001-192-535-233	58.49
FERGUSON ENTERPRISES, INC	1267233	12/07/2020	N95 MASKS, DISPOSABLE MASKS, HAND SANITIZER	001-192-535-233	269.45
NORTHEAST EXTERMINATING	26590	12/07/2020	CITY HALL 12.07.20	001-192-600-338	45.00
CINTAS	4069527308	12/08/2020	HAND SANITIZING STANDS 12.08.20	001-192-535-233	11.26
CINTAS	4069527407	12/08/2020	CITY HALL 12.08.20	001-192-510-220	64.52
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-192-625-380	2,156.77

Outstanding Total: 10,378.02

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 10,378.02

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	130	12/02/2020	NOV. 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	130	12/02/2020	NOV. 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	130	12/02/2020	NOV. 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00

Outstanding Total: 3,200.00

Department 196 - CEMETERY ADMINISTRATION Total: 3,200.00

Department: 197 - ENGINEERING

Outstanding

KIMLEY HORN	014160001-1020	10/31/2020	TO1-TIS RVW ADELAIDE DEV THRU 10.31.20	001-197-600-308	998.93
QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069- 1508/METER REFILL	001-197-604-330	40.00
AMAZON CAPITAL SERVICES, INC.	1CGL-RWR1-C7G4	11/18/2020	COFFEE CUPS	001-197-501-200	60.28
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-197-604-330	43.50
MARK E. SHAW	11	11/27/2020	CONTRACT LABOR 11/16/20 - 11/27/20	001-197-600-308	225.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-197-620-370	1,221.09
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
TRUSTMARK NATIONAL BANK	12.27.20	12/02/2020	#93894/2 TACOMAS	001-197-820-874	435.03
TRUSTMARK NATIONAL BANK	12.27.20	12/02/2020	#93894/2 TACOMAS	001-197-830-873	1.92
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-197-525-231	23.96

Outstanding Total: 3,187.54

Department 197 - ENGINEERING Total: 3,187.54

Department: 201 - POLICE DEPARTMENT

Outstanding

DIGITAL-ALLY	1114155	08/28/2020	WIFI PACKAGE ADAPTER WITH CASE & CABLE	001-201-630-400	315.00
R&M TIRES	1128205	09/14/2020	S-38 NEW TIRE, CONTROL ARM, BALANCE AND ALIGN	001-201-630-360	420.95
GTPDD PHARMACY	26741	10/12/2020	MEDS FOR J. MURPHY	001-201-541-240	28.31
R&M TIRES	1129062	10/29/2020	S-46 OIL CHANGE	001-201-630-360	52.50
PB ELECTRONICS INC.	139616	11/07/2020	EQUIPMENT REPAIRS & MAINTENANCE	001-201-630-400	952.50
STARKVILLE FAMILY PRACTICE	SFP125104X141368	11/13/2020	MEDICAL BILL FOR D. LUCIOU	001-201-541-240	65.00
AT&T-NCIC MONITOR LINE	11.14.20	11/14/2020	ACCT#662-615-1467 637 059	001-201-604-330	44.31
NORTHEAST EXTERMINATING	25627	11/16/2020	POLICE DEPT. 11.16.20	001-201-630-426	50.00
BOB'S MOBILE RADIO	316066	11/16/2020	REPAIRS TO CAMERA	001-201-630-400	690.00
MID-SOUTH UNIFORM & SUPPLY, INC	611095	11/16/2020	MIRRORS, RADAR AND LIGHT UNIFORMS FOR RUSH AND NASON	001-201-535-233	1,415.10
R&M TIRES	1129303	11/17/2020	S-32 OIL CHANGE	001-201-630-360	52.50
QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-201-604-330	40.00
WALMART -GENERAL CITY	08231	11/18/2020	RAT TRAPS	001-201-555-208	10.56
MAGNOLIA BOTTLED WATER CO	47001	11/19/2020	15 FIVE GALLON BOTTLES OF WATER - PD	001-201-501-200	112.50
APPLIED CONCEPTS, INC.- STALKER RADAR	375610	11/20/2020	RADAR SYSTEM	001-201-918-805	2,262.50
MID-SOUTH UNIFORM & SUPPLY, INC	611273	11/20/2020	W/MOTORCYLCE PACKAGE NAME PLATES & TIE CLIPS	001-201-535-233	245.00
MID-SOUTH UNIFORM & SUPPLY, INC	611289	11/23/2020	UNIFORM FOR CPL WALKER	001-201-535-233	1,748.28
MID-SOUTH UNIFORM & SUPPLY, INC	611290	11/23/2020	UNIFORMS FOR RUSH & NASON	001-201-535-233	1,667.01
MID-SOUTH UNIFORM & SUPPLY, INC	611312	11/23/2020	UNIFORM FOR CURTIS WHITE	001-201-535-233	494.20
ANGELICA COLBERT	INV0032968	11/23/2020	REIMB WALMART PURCHASE- KEYBOARD	001-201-501-200	42.97
BRISLIN, INC	201323	11/24/2020	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,350.00
R&M TIRES	1129452	11/25/2020	S-44 OIL AND FILTER CHANGE	001-201-630-360	52.50
WATERMARK PRINTERS LLC	13698	11/25/2020	BUS. CARDS FOR EDWARDS, KELLY, ROBERSON, HORTON	001-201-615-343	144.00
MID-SOUTH UNIFORM & SUPPLY, INC	611404	11/25/2020	BADGES AND SEALS	001-201-535-233	649.60
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-201-604-330	43.50
BOARDTOWN ENGRAVING	1127208	11/27/2020	ACR AWARD PLAQUE/LEADERSHIP CONFERENCE	001-201-600-300	42.50
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-201-620-370	36,458.39

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART -GENERAL CITY	06575	11/30/2020	COFFEE,SNACKS, NAPKINS FOR LEADERSHIP CONFERENC	001-201-501-200	97.34
R&M TIRES	1129496	11/30/2020	S-9 4 NEW TIRES, BALANCE & ALIGNMENT	001-201-630-360	719.18
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	001-201-525-231	1,482.74
WALMART -GENERAL CITY	01275	12/01/2020	DRINKS FOR LEADERSHIP CONFERENCE	001-201-501-200	48.34
OKTIBBEHA COUNTY SHERIFF'S OFFICE	12.01.20	12/01/2020	FEEDING INMATES NOVEMBER 2020	001-201-541-237	10,950.00
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-201-604-330	77.33
BRISLIN, INC	201505	12/01/2020	HEATING SYSTEM REPAIRS	001-201-630-426	233.50
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-630-360	1,052.35
AMAZON CAPITAL SERVICES, INC.	1X1R-MLNJ-R337	12/02/2020	FLASH DRIVES	001-201-501-200	121.49
BOB'S MOBILE RADIO	316068	12/04/2020	PORTABLE RADIO BATTERIES	001-201-630-404	785.00
NORTHEAST EXTERMINATING	26589	12/07/2020	POLICE DEPT. 12.07.20	001-201-630-426	50.00
CARYL PRITCHARD	INV0032954	12/07/2020	REIMB LEADERSHIP CONFERENCE EXPENSES	001-201-556-251	76.18
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-201-525-231	1,780.54
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-201-625-380	2,391.40
				Outstanding Total:	70,392.40
				Department 201 - POLICE DEPARTMENT Total:	70,392.40

Department: 261 - FIRE DEPARTMENT

Outstanding

NAFECO	1058714	10/16/2020	PMI TUBULAR WEBBING	001-261-600-390	132.52
NAFECO	1059988	10/27/2020	15 CARBINERS	001-261-600-390	294.75
AMAZON CAPITAL SERVICES, INC.	13VC-9CDW-VWXH	11/13/2020	FLOOR SQUEEGEE KITS, HEADLIGHT BULB	001-261-555-250	283.79
HENRY SCHEIN MEDICAL, INC.	86044621	11/16/2020	MEDICAL SUPPLIES	001-261-555-250	121.38
HENRY SCHEIN MEDICAL, INC.	86291028	11/19/2020	SPUR II ADULT RESUS W/2MASKS	001-261-555-250	73.73
LEVI THOMPSON	INV0032962	11/19/2020	REIMB GAS FOR SMOKE DIVER TRAINING	001-261-600-390	36.87
STARKVILLE AUTO PARTS	139094	11/20/2020	BULB FOR SPRINT 1	001-261-630-360	6.99
OKTIBBEHA COUNTY COOPERATIVE	624020	11/20/2020	2 SCOOPS MULCH	001-261-558-269	58.00
UPS	54E5Y470	11/21/2020	SHIPPING CHARGES	001-261-604-330	21.52
MAXXSOUTH BROADBAND	INV0032959	11/21/2020	ACCT #8282 41 101 0005230	001-261-625-380	170.63
MAXXSOUTH BROADBAND	INV0032960	11/21/2020	FIRE STATION #1 ACCT #8282 41 101 0005495	001-261-625-380	187.90
WALMART -GENERAL CITY	09080	11/23/2020	FIRE STATION #2 MOUSE TRAPS	001-261-555-250	19.85
GATEWAY TIRE & SERVICE CENTER	1018-135183	11/23/2020	E-4 REPAIR FLAT	001-261-630-360	36.95
LEVI THOMPSON	INV0032963	11/23/2020	REIMB MEAL FOR SMOKE DIVER TRAINING	001-261-600-390	23.00
ATMOS ENERGY	INV0032969	11/23/2020	# 3018177204 /FIRESTATION	001-261-625-380	261.10
LOWE'S-FIRE	02145	11/24/2020	DELTA SHOWER HEAD	001-261-558-269	18.99
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041553	11/24/2020	HAIX EXTREME BOOTS	001-261-918-805	370.00
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-261-620-370	36,458.39
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	001-261-525-231	402.97
WALMART -GENERAL CITY	01230	12/01/2020	UNIFORM SHORTS	001-261-535-233	68.80
ALARM SECURITIES, INC. dba ASI	12012020-116	12/01/2020	DEC. 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-261-604-330	77.33

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VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
FIRST RESPONSE FIRE- MIKE COLLINS	815310	12/01/2020	RECHARGE 1 EXTINGUISHER	001-261-630-360	30.00
CLARENCE PARKS	INV0032953	12/04/2020	REIMB MEALS FOR MSFA TRAINING	001-261-600-319	25.77
LEVI THOMPSON	INV0032956	12/04/2020	REIMB GAS FOR MSFA SMOKE DIVER TEST	001-261-600-390	39.53
AMAZON CAPITAL SERVICES, INC.	1DTG-YKNN-Y3M6	12/06/2020	REPLACEMENT LENSES, PLUG FOR TRAILER	001-261-630-360	220.91
CADENCE /ELAN VISA	067208	12/07/2020	ACADEMY SPORTS-BASKETBALL SHORTS	001-261-410-104	136.79
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-261-525-231	503.75
BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI	INV0032964	12/09/2020	MARK MCCURDY WINTER CONFERENCE FEES	001-261-600-390	150.00
MARK MCCURDY	INV0032965	12/09/2020	REIMB HOTEL EXPENSE BOAM CONFERENCE	001-261-600-390	411.75
MARK MCCURDY	INV0032966	12/09/2020	REIMB MEAL EXPENSE BOAM CONFERENCE	001-261-600-390	59.00
MS DEPT OF ENVIRONMENTAL QUALITY	INV0032967	12/09/2020	ASBESTOS RECERTIFICATION	001-261-690-555	200.00
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-261-625-380	981.16
Outstanding Total:					42,260.74
Department 261 - FIRE DEPARTMENT Total:					42,260.74

Department: 281 - BUILDING/CODES OFFICE
Outstanding

QUADIENT FINANCE USA, INC.	INV0032970	11/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-281-604-330	10.00
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-281-604-330	43.50
MAXXSOUTH BROADBAND	INV0032958	11/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-281-620-370	1,918.86
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	001-281-525-231	27.39
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
TRUSTMARK NATIONAL BANK	12.27.20	12/02/2020	#93894/2 TACOMAS	001-281-820-874	435.04
TRUSTMARK NATIONAL BANK	12.27.20	12/02/2020	#93894/2 TACOMAS	001-281-830-873	1.91
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-281-525-231	27.18
Outstanding Total:					2,715.03
Department 281 - BUILDING/CODES OFFICE Total:					2,715.03

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM
Outstanding

STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-290-625-380	52.23
Outstanding Total:					52.23
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					52.23

Department: 301 - STREET DEPARTMENT
Outstanding

STARKVILLE AUTO PARTS	138426	10/20/2020	EXPANSION PLUG	001-301-630-360	17.95
STARKVILLE AUTO PARTS	138478	10/28/2020	OIL, FILTER, WRENCH	001-301-630-360	189.25
AMAZON CAPITAL SERVICES, INC.	1QJ4-PQWR-QCW7	11/04/2020	LED STROBE LIGHTS FOR TRUCKS	001-301-630-360	129.99
STARKVILLE AUTO PARTS	138899	11/12/2020	BRAKE PADS	001-301-630-360	110.47
STARKVILLE AUTO PARTS	138900	11/12/2020	BRAKE QUIET	001-301-630-360	6.99
BELL BUILDING SUPPLY, INC.	304317	11/16/2020	SAW BLADES, WRENCH, CUTTING WHEEL, TIE DOWNS	001-301-555-250	117.66

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO	A77275	11/18/2020	10 BAGS CONCRETE	001-301-560-270	53.20
STARKVILLE AUTO PARTS	139055	11/19/2020	OIL AND FILTER	001-301-630-360	76.41
STARKVILLE AUTO PARTS	139130	11/23/2020	HYD HOSES AND FITTINGS	001-301-630-360	381.32
GATEWAY TIRE & SERVICE CENTER	1018-135310	11/25/2020	TRUCK #710 REPAIR FLAT, BALANCE, 4 WHEEL ALIGNMENT	001-301-630-360	146.25
STARKVILLE AUTO PARTS	139198	11/25/2020	STEERING STABILIZER	001-301-630-360	50.99
STARKVILLE AUTO PARTS	139201	11/25/2020	GAS CAP	001-301-630-360	15.39
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-301-620-370	8,896.54
BELL BUILDING SUPPLY, INC.	305304	11/30/2020	HEATER	001-301-555-250	29.99
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	001-301-525-231	220.76
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
CINTAS	4068877855	12/01/2020	STREET DEPT. 12.01.20	001-301-555-250	35.00
POWERSTROKE EQUIPMENT SALES & SVC	5219	12/01/2020	REPAIRED POLE DRIVER	001-301-630-400	161.97
NEWELL PAPER COMPANY	3121576	12/02/2020	TERRY CLOTH GLOVES	001-301-555-250	10.50
NEWELL PAPER COMPANY	3121599	12/02/2020	DISINFECTANT, WIPERS,	001-301-555-250	54.01
G&O SUPPLY CO., INC	T27539	12/02/2020	PIPE FOR MAIN STREET	001-301-560-270	1,937.46
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-301-525-231	544.30
CINTAS	4069527412	12/08/2020	STREET DEPT. 12.08.20	001-301-555-250	35.00
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-301-625-380	724.98

Outstanding Total: 14,336.50

Department 301 - STREET DEPARTMENT Total: 14,336.50

Department: 360 - ANIMAL CONTROL

Outstanding

MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-360-620-370	1,918.86
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-360-525-231	29.77

Outstanding Total: 2,025.96

Department 360 - ANIMAL CONTROL Total: 2,025.96

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

LOWE'S- PARKS	906240	11/24/2002	EXPANSION LINE, BATTERIES, ROPE, GRIND WHEEL	001-550-501-110	221.52
MS RECREATION AND PARK ASSOC	3349	06/29/2020	MEMBERSHIP DUES	001-550-690-555	425.00
RACKLEY OIL INC.	542736	11/02/2020	GAS AND DIESEL	001-550-525-231	126.97
CIVICPLUS	205730	11/13/2020	STANDARD DEPT. HEADER ANNUAL FEE & IMP	001-550-690-555	3,676.00
RACKLEY OIL INC.	121962	11/16/2020	GAS	001-550-525-231	78.70
HANDYMAN RENTALS	81087	11/16/2020	TRACTOR RENTAL (3 DAYS)	001-550-501-110	725.00
VERIZON-PARKS	9867270873	11/18/2020	PARKS ACCT#442043719-00001	001-550-600-330	865.65
CIVICPLUS	205844	11/19/2020	CIVICPLUS RECREATION SOFTWARE-ULTIMATE PKG	001-550-690-555	18,908.00
NEWELL PAPER COMPANY	3121063	11/24/2020	LINERS, AIR FRESHNER, WIPERS, TOWELS, SOAP	001-550-501-208	258.92
LOWE'S- PARKS	917620	11/24/2020	RETURN EXPANSION LINE	001-550-501-110	-60.64
LOWE'S- PARKS	917621	11/24/2020	FAUCET SUPPLY LINE	001-550-501-110	38.32
GENTRY SIGNS	G5113408	11/25/2020	VINYL DECALS W/INSTALLATION	001-550-600-300	450.00
POWER WASH STORE NORTH MISSISSIPPI	SO000620	11/25/2020	POWER WASHING CHEMICAL	001-550-501-110	1,603.84

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	001-550-600-330	43.50
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	001-550-600-360	7,849.89
FERGUSON ENTERPRISES, INC	1187753-1	11/30/2020	TOUCHLESS BATHROOM EQUIP SUPPLIES	001-550-630-426	139.98
FERGUSON ENTERPRISES, INC	1207960	11/30/2020	TOUCHLESS BATHROOM EQUIPMENT	001-550-630-426	21,365.32
WELDING WORKS LLC, THE	323	11/30/2020	PURCHASE 16 FOOT TRAILER	001-550-501-110	3,300.00
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	001-550-525-231	42.43
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
CASHFLOW LEASE	01.01.21	12/02/2020	JDEERE9009A LEASE 39677MS-108/1	001-550-820-874	4,115.61
CASHFLOW LEASE	01.01.21	12/02/2020	JDEERE9009A LEASE 39677MS-108/1	001-550-830-873	373.39
SULLIVAN'S OFFICE SUPPLY, INC.	59690	12/02/2020	DESKS & BOOKSHELVES FOR MAINT. OFFICES	001-550-555-250	2,464.40
SULLIVAN'S OFFICE SUPPLY, INC.	59694	12/02/2020	7 WASTEBASKETS	001-550-501-200	62.23
OKTIBBEHA COUNTY COOPERATIVE	627106	12/02/2020	BOOTS, MAINT UNIFORM ITEMS, BATTERIES	001-550-501-200	29.98
OKTIBBEHA COUNTY COOPERATIVE	627106	12/02/2020	BOOTS, MAINT UNIFORM ITEMS, BATTERIES	001-550-535-233	616.83
TRI-STARR MUFFLER & BRAKE	655779	12/04/2020	#104 HPS SENSOR, SCAN, LABOR	001-550-690-360	245.04
MAGNOLIA FLOORING & CO.	6736	12/04/2020	FLOORING FOR ANNEX FOYER, KITCHEN, HALL, BATH,	001-550-630-426	4,999.39
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	001-550-525-231	130.03
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	001-550-600-340	7,663.18
Outstanding Total:					80,855.62
Department 550 - PARKS AND REC DEPARTMENT Total:					80,855.62
Fund 001 - GENERAL FUND Total:					283,434.77

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

BANCORPSOUTH EQUIPMENT FINANCE	12.25.20	12/02/2020	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-820-874	1,488.62
BANCORPSOUTH EQUIPMENT FINANCE	12.25.20	12/02/2020	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-830-873	67.05
Outstanding Total:					1,555.67
Department 560 - RESTRICTED FIRE FUND Total:					1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

W.M, BROOKS & ASSOCIATES, LLC	498	10/19/2020	APPRAISAL REPORT FOR MILLER & DAY PROPERTY	015-505-720-801	3,000.00
TITAN AVIATION FUELS	3359576	11/24/2020	JET A FUEL	015-505-525-233	13,641.14
MAXXSOUTH BROADBAND	INV0032957	11/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	150.30
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	015-505-620-370	13,780.92
FEEL GOOD PEST SOLUTIONS, LLC	STARKAIR 01	11/30/2020	LIVE TRAPPING OF SKUNKS	015-505-691-550	100.00
INTERSTATE BATTERY OF CNTRL MS	100559	12/01/2020	AVGAS TRUCK BATTERY	015-505-570-273	112.95
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	015-505-604-330	77.33

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
TITAN AVIATION FUELS	R3361741	12/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	015-505-625-380	1,399.57
Outstanding Total:					33,094.59
Department 505 - AIRPORT Total:					33,094.59
Fund 015 - AIRPORT FUND Total:					33,094.59

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

AMAZON CAPITAL SERVICES, INC.	1DG3-V1PF-VVH6	11/30/2020	COMMERCIAL ICE MAKER	016-515-730-650	465.97
Outstanding Total:					465.97

Paid

QT POD	83639	11/04/2020	ACCESS SVC PLAN & CELL CONNECT FEE/SELF SERV FUE	016-515-730-650	4,237.00
Paid Total:					4,237.00
Department 515 - RESTRICTED PROJECTS Total:					4,702.97
Fund 016 - RESTRICTED AIRPORT Total:					4,702.97

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

NEWELL PAPER COMPANY	3120735	11/23/2020	3 CASES WINDEX	022-322-555-250	184.57
GATEWAY TIRE & SERVICE CENTER	1018-135141	11/24/2020	TRUCK #93 2 NEW TIRES	022-322-630-360	709.40
GATEWAY TIRE & SERVICE CENTER	1018-135195	11/24/2020	TRUCK #84 FIX FLAT	022-322-630-360	40.95
STARKVILLE AUTO PARTS	139165	11/24/2020	HYD FLUID AND GREASE	022-322-630-360	858.05
H&O TRUCKS & TRAILER REPAIR L.L.C.	63934	11/24/2020	TRUCK #33 REPLACE PTO DRIVESHAFT	022-322-630-360	651.94
CITY ALIGNMENT SERVICE	75258	11/24/2020	TRUCK#127 REPLACE MULTI FUNCTION SWITCH	022-322-630-360	595.66
QUADIENT LEASING USA, INC.	N8599947	11/26/2020	LEASE #N19091633 12.27.20 - 03.26.21	022-322-604-330	43.50
MS MUNICIPAL LIABILITY PLA	#0290GL2021	11/30/2020	LIABILITY COVERAGE 01.01.21 -12.31.21	022-322-620-370	22,503.02
FUELMAN / FLEETCOR	NP59201505	11/30/2020	FUEL REPORT 11/23/20 - 11/29/20	022-322-525-231	1,503.90
CSPIRE BUSINESS SOLUTIONS	1589438	12/01/2020	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	2301631	12/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	437.13
OKTIBBEHA COUNTY COOPERATIVE	626809	12/01/2020	2 PULLOVERS	022-322-535-233	61.26
SGK LANDSCAPES, LLC	ST26792	12/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
SGK LANDSCAPES, LLC	ST26793	12/01/2020	MEDIAN MAINTENANCE- LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
GATEWAY TIRE & SERVICE CENTER	1018-135581	12/02/2020	TRUCK #98 3 NEW TIRES	022-322-630-360	916.80
GATEWAY TIRE & SERVICE CENTER	1018-135611	12/02/2020	TRUCK #33 2 NEW TIRES	022-322-630-360	591.20
PAUL'S WELDING	0590	12/03/2020	WELDING REPAIRS TO SWEEP TRUCK #85	022-322-630-360	105.00
GATEWAY TIRE & SERVICE CENTER	1018-135666	12/03/2020	TRUCK #97 ONE NEW TIRE	022-322-630-360	114.68
AMAZON CAPITAL SERVICES, INC.	19CN-XMRW-T1MY	12/05/2020	KNIT GLOVES	022-322-535-233	133.50
AMAZON CAPITAL SERVICES, INC.	1YFD-TK7H-6H79	12/06/2020	30 KNIT CAPS AND GLOVES	022-322-535-233	521.09

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP59277329	12/07/2020	FUEL REPORT 11/30/20 - 12/06/20	022-322-525-231	2,410.67
STARKVILLE UTILITIES	INV0032972	12/09/2020	UTILITY BILLS BY DEPT	022-322-625-380	1,616.30
Outstanding Total:					36,448.60
Department 322 - SANITATION DEPARTMENT Total:					36,448.60
Fund 022 - ENVIRONMENTAL SERVICES Total:					36,448.60
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	130-17630	12/01/2020	PUBLIC SAFETY SUITE MAINTENANCE	107-112-600-303	10,422.96
Outstanding Total:					10,422.96
Department 112 - COMPUTER ASSESSMENTS Total:					10,422.96
Fund 107 - COMPUTER ASSESSMENTS Total:					10,422.96
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1065379	06/12/2020	NEEL SCHAFFER INV#1065379	303-600-600-309	1,125.00
OKT COUNTY SUPERVISORS	1065898	07/10/2020	NEEL SCHAFFER INV#1065898	303-600-600-309	2,500.00
OKT COUNTY SUPERVISORS	1066876	08/14/2020	NEEL SCHAFFER INV#1066876	303-600-600-309	1,125.02
OKT COUNTY SUPERVISORS	1066620A	10/22/2020	NEEL SCHAFFER #1066620	303-600-600-309	933.34
OKT COUNTY SUPERVISORS	1066620C	10/22/2020	NEEL SCHAFFER #1066620	303-600-600-309	-1,125.00
INCORRECT AMOUNT					
OKT COUNTY SUPERVISORS	1067528A	10/22/2020	NEEL SCHAFFER #1067528	303-600-600-309	636.38
OKT COUNTY SUPERVISORS	1067528C	10/22/2020	NEEL SCHAFFER 1067528	303-600-600-309	-7,500.00
INCORRECT AMOUNT					
OKT COUNTY SUPERVISORS	1068014	11/13/2020	NEEL SCHAFFER INV#1068014	303-600-600-309	2,165.63
OKT COUNTY SUPERVISORS	124964	11/23/2020	HEADWATERS INV#124964	303-600-600-309	8,977.63
Outstanding Total:					8,838.00
Department 600 - CAPITAL PROJECTS Total:					8,838.00
Fund 303 - INDUSTRIAL PARK BOND Total:					8,838.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
H&H CONSTRUCTION & EXCAVATING, LLC	INV0032955	12/04/2020	HEY 12 PECAN ACRES SIDEWALK CONNECTION	319-600-903-851	35,000.00
Outstanding Total:					35,000.00
Department 600 - CAPITAL PROJECTS Total:					35,000.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					35,000.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
PLAN HOUSE ENTERPRISES, LL	321770	08/20/2020	DIGITAL DOCUMENT LINKS	380-551-600-200	200.00
SB CONSTRUCTION, LLC	PAY REQ. # 8	11/25/2020	CONTRACT #15405/CORNERSTONE PARK CONSTRUCTION	380-551-907-944	604,896.93
DALHOFF THOMAS DESIGN STUDIO	9690	12/07/2020	PROJ 18-367 CORNERSTONE PARK- NOV. 2020	380-551-600-945	32,608.00
Outstanding Total:					637,704.93
Department 551 - PARK & REC TOURISM Total:					637,704.93
Fund 380 - PARK BONDS 2020 Total:					637,704.93
Grand Total:					1,051,202.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	283,434.77	788.28
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	33,094.59	0.00
016 - RESTRICTED AIRPORT	4,702.97	4,237.00
022 - ENVIRONMENTAL SERVICES	36,448.60	0.00
107 - COMPUTER ASSESSMENTS	10,422.96	0.00
303 - INDUSTRIAL PARK BOND	8,838.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	35,000.00	0.00
380 - PARK BONDS 2020	637,704.93	0.00
Grand Total:	1,051,202.49	5,025.28

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE E	1,068.73	0.00
001-000-149-691	MUNICIPAL COURT BON	788.28	788.28
001-000-160-698	DONATION POLICE	93.20	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-110-600-301	PROFESSIONAL SERVICE	347.25	0.00
001-110-604-330	POSTAGE / COMMUNICA	838.96	0.00
001-110-620-370	INSURANCE	3,837.72	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,675.84	0.00
001-120-604-330	COMMUNICATIONS	158.95	0.00
001-123-604-330	COMMUNICATIONS	2,420.92	0.00
001-123-620-370	INSURANCE	21,107.49	0.00
001-123-691-550	MISCELLANEOUS	75.60	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	85.32	0.00
001-145-604-330	POSTAGE/COPIER/PHON	328.96	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	81.63	0.00
001-180-610-340	ADVERTISING	186.73	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	168.95	0.00
001-190-620-370	INSURANCE	1,918.86	0.00
001-190-918-807	OFFICE EQUIPMENT/SOF	14,400.00	0.00
001-192-510-220	SUPPLIES	79.04	0.00
001-192-535-233	COVID-19 EXPENSES	5,536.71	0.00
001-192-600-338	CONTRACT SERVICES	1,709.00	0.00
001-192-625-380	UTILITIES	2,156.77	0.00
001-192-820-874	PRINCIPAL - NISSAN SUV	793.71	0.00
001-192-830-873	INTEREST - NISSAN SUV	102.79	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	60.28	0.00
001-197-525-231	GAS & OIL	23.96	0.00
001-197-600-308	ENGINEERING SERVICES	1,223.93	0.00
001-197-604-330	COMMUNICATIONS	188.95	0.00
001-197-620-370	INSURANCE	1,221.09	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-820-874	PRINCIPAL	435.03	0.00
001-197-830-873	INTEREST	1.92	0.00
001-201-501-200	OFFICE SUPPLIES	422.64	0.00
001-201-525-231	GAS & OIL	3,263.28	0.00
001-201-535-233	UNIFORMS	6,219.19	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	93.31	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-555-208	JANITORIAL SUPPLIES	10.56	0.00
001-201-556-251	POLICE SUPPLIES	76.18	0.00
001-201-600-300	PROFESSIONAL SERVICE	42.50	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	282.47	0.00
001-201-615-343	PRINTING & BINDING	144.00	0.00
001-201-620-370	INSURANCE	36,458.39	0.00
001-201-625-380	UTILITIES	2,391.40	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	2,349.98	0.00
001-201-630-400	EQUIPMENT REPAIR &	1,957.50	0.00
001-201-630-404	RADIO MAINTENANCE /	785.00	0.00
001-201-630-426	BUILDING MAINTENANC	2,683.50	0.00
001-201-918-805	MACHINERY, EQUIPMEN	2,262.50	0.00
001-261-410-104	SALARY-DEPARTMENT H	136.79	0.00
001-261-525-231	GAS & OIL	906.72	0.00
001-261-535-233	UNIFORMS	68.80	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	498.75	0.00
001-261-558-269	BUILDING MAINTENANC	76.99	0.00
001-261-600-319	PHYSICAL EXAMINATION	25.77	0.00
001-261-600-390	FIRE TRAINING	1,147.42	0.00
001-261-604-330	PHONES/CABLE/INTERN	151.67	0.00
001-261-620-370	INSURANCE	36,458.39	0.00
001-261-625-380	UTILITIES	1,600.79	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	294.85	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-690-555	DUES	200.00	0.00
001-261-918-805	EQUIP / FIRE UNIFORMS	370.00	0.00
001-281-525-231	GAS & OIL	54.57	0.00
001-281-604-330	COPIER/PHONES/IPADS/	158.94	0.00
001-281-620-370	INSURANCE	1,918.86	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	435.04	0.00
001-281-830-873	INTEREST (VEHICLES)	1.91	0.00
001-290-625-380	UTILITIES / CODE RED	52.23	0.00
001-301-525-231	GAS & OIL	765.06	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	282.16	0.00
001-301-560-270	CONSTRUCTION MATERI	1,990.66	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-620-370	INSURANCE	8,896.54	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	762.54	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,125.01	0.00
001-301-630-400	EQUIPMENT REPAIR &	161.97	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-360-525-231	GAS & OIL	29.77	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-360-620-370	INSURANCE	1,918.86	0.00
001-550-501-110	FIELD SUPPLIES	5,828.04	0.00
001-550-501-200	OFFICE SUPPLIES	92.21	0.00
001-550-501-208	JANITORIAL SUPPLIES	258.92	0.00
001-550-525-231	GAS & OIL	378.13	0.00
001-550-535-233	UNIFORMS	616.83	0.00
001-550-555-250	OFFICE EQUIP / COMPU	2,464.40	0.00
001-550-600-300	PROFESSIONAL SERVICE	450.00	0.00
001-550-600-330	PHONES/COPIERS/POST	909.15	0.00
001-550-600-340	UTILITIES	7,663.18	0.00
001-550-600-360	INSURANCE	7,849.89	0.00
001-550-630-426	BUILDING MAINT/REPAI	26,504.69	0.00
001-550-690-360	VEHICLE REPAIRS AND M	245.04	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-690-555	DUES, FEES & LICENSES	23,009.00	0.00
001-550-820-874	PRINCIPAL (2019 MOWE	4,115.61	0.00
001-550-830-873	INTEREST (2019 MOWER	373.39	0.00
003-560-820-874	PRINCIPAL	1,488.62	0.00
003-560-830-873	INTEREST	67.05	0.00
015-505-525-233	JET A FUEL PURCHASES	13,641.14	0.00
015-505-570-273	VEHICLE REPAIR PARTS	112.95	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	150.30	0.00
015-505-604-330	CELL PHONE/POSTAGE	77.33	0.00
015-505-620-370	INSURANCE	13,780.92	0.00
015-505-625-380	UTILITIES	1,399.57	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	100.00	0.00
015-505-720-801	CAPITAL OUTLAY, IMPRO	3,000.00	0.00
016-515-730-650	2020 CARES ACT GRANT	4,702.97	4,237.00
022-322-525-231	GAS & OIL	3,914.57	0.00
022-322-535-233	UNIFORMS	715.85	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	184.57	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-604-330	COMMUNICATIONS	120.83	0.00
022-322-620-370	INSURANCE	22,503.02	0.00
022-322-625-380	UTILITIES	1,616.30	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,583.68	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
107-112-600-303	DATA PROCESSING	10,422.96	0.00
303-600-600-309	LEGAL AND PROF SVCS E	8,838.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	35,000.00	0.00
380-551-600-200	LEGAL ADVERTISING	200.00	0.00
380-551-600-945	CORNERSTONE PROFESS	32,608.00	0.00
380-551-907-944	CORNERSTONE LAND PR	604,896.93	0.00
	Grand Total:	1,051,202.49	5,025.28

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,016,202.49	5,025.28
20034	35,000.00	0.00
Grand Total:	1,051,202.49	5,025.28



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: 12/16/20 ACCOUNT 23110			UNPAID INVOICES			PAGE 1 RUN DATE 12/08/20 11:46 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 188 BOX CONSTRUCTION LLC												
11/16 - 31,32,36	12/08/20	0 Water & Sewer repairs		12/16/20	3100.00	.00	ACH					
12/07 - 37-40	12/08/20	0 Water & Sewer repairs		12/16/20	5972.00	.00	ACH					
				VENDOR TOTAL:	9072.00							
VENDOR: 189 BANCORPSOUTH-2012 BONDS												
12/01/20	12/03/20	0 2.6M GO Bond Payment		12/16/20	16904.52	.00	CHK					
				VENDOR TOTAL:	16904.52							
VENDOR: 202 BELL BUILDING SUPPLY												
305358	12/04/20	4514 Parts		12/16/20	55.16	.00	ACH					
305561	12/04/20	4535 Small Electric Heaters		12/16/20	106.18	.00	ACH					
305681	12/04/20	4535 Parts		12/16/20	20.94	.00	ACH					
				VENDOR TOTAL:	182.28							
VENDOR: 203 BIG STATE INDUSTRIAL SUPPLY												
1414013	12/04/20	4531 Supplies		12/16/20	599.00	.00	CHK					
				VENDOR TOTAL:	599.00							
VENDOR: 304 CIRCLE B CUTTERS LLC												
9147	12/03/20	0 Repairs		12/16/20	1380.00	.00	ACH					
				VENDOR TOTAL:	1380.00							
VENDOR: 324 CITY ALIGNMENT SERVICE LLC												
75262	12/04/20	4500 Repairs		12/16/20	272.34	.00	CHK					
				VENDOR TOTAL:	272.34							
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY												
3104618, 4617	12/04/20	4444 Repair Parts		12/16/20	10688.75	.00	CHK					
3104678-00 & 01	12/04/20	4443 Materials		12/16/20	13725.00	.00	CHK					
3104845-000	12/04/20	4506 Sewer Pipes		12/16/20	2057.85	.00	CHK					
3104913-000	12/04/20	4473 Fire Hydrants		12/16/20	14355.00	.00	CHK					
3104954-000	12/04/20	4484 Parts		12/16/20	1304.00	.00	CHK					
				VENDOR TOTAL:	42130.60							

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 12/16/20 ACCOUNT 23110			UNPAID INVOICES			RUN DATE 12/08/20 PAGE 2 11:46 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	CHECK/ DATE	ACH SEQ			
VENDOR:	368	CONTROL SYSTEMS, INC										
59151	12/04/20	4509 Service Call		12/16/20	839.30	.00	ACH					
				VENDOR TOTAL:	839.30							
VENDOR:	372	COVINGTON SALES & SERVICE										
88385	12/04/20	4525 Parts		12/16/20	1815.00	.00	ACH					
88391	12/04/20	4482 Push Camera		12/16/20	9500.00	.00	ACH					
88414	12/04/20	4491 Vehicle Parts		12/16/20	1361.55	.00	ACH					
				VENDOR TOTAL:	12676.55							
VENDOR:	400	IVY AUTO PARTS										
651127	12/04/20	4457 Parts		12/16/20	140.81	.00	ACH					
				VENDOR TOTAL:	140.81							
VENDOR:	450	ENVIRO-LABS, INC.										
4504	12/04/20	4508 Testing		12/16/20	185.00	.00	ACH					
4531, 4558, 4578	12/04/20	4508 Testing		12/16/20	661.00	.00	ACH					
				VENDOR TOTAL:	846.00							
VENDOR:	498	PUMPELLO OIL ACQUISITION LLC										
W311623-IN	12/04/20	4495 Parts		12/16/20	953.90	.00	ACH					
				VENDOR TOTAL:	953.90							
VENDOR:	604	FASTENAL										
MSSTA95030	12/04/20	4515 Supplies		12/16/20	2760.84	.00	ACH					
				VENDOR TOTAL:	2760.84							
VENDOR:	605	FERGUSON ENTERPRISES LLC										
SC343257	12/04/20	4392 Supplies		12/16/20	2.70	.00	CHK					
				VENDOR TOTAL:	2.70							
VENDOR:	606	4-COUNTY EPA										
NOV 2020	12/07/20	0 Utilities expense		12/16/20	10808.10	.00	CHK					
				VENDOR TOTAL:	10808.10							

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	620	G & C SUPPLY CO., INC.								
6799331, 6799041	12/04/20	4885 Meter box		12/16/20	946.14	.00	ACH			
VENDOR:	690	GARVER LLC								
19W10070-5	12/08/20	0 Engineering-Trim Cane		12/16/20	4400.00	.00	ACH			
19W10280-14	12/08/20	0 Engineering-Green Oaks		12/16/20	2300.00	.00	ACH			
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-135617	12/04/20	4518 Repairs		12/16/20	55.30	.00	CHK			
135434, 135214	12/04/20	4502 Repairs		12/16/20	473.79	.00	CHK			
VENDOR:	702	HACH								
12225540	12/04/20	4517 Lab Supplies		12/16/20	402.61	.00	ACH			
12227063	12/04/20	4517 Lab Supplies		12/16/20	124.38	.00	ACH			
VENDOR:	765	HYDRA SERVICE, INC.								
145565, 145563	12/04/20	4503 Pump Rentals		12/16/20	5674.00	.00	ACH			
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
959291-293	12/03/20	0 Water & Sewer repairs		12/16/20	14062.00	.00	ACH			
959298, 300, 9901	12/08/20	0 Water & Sewer repairs		12/16/20	21474.00	.00	ACH			
VENDOR:	1017	J & P CONSTRUCTION CO INC								
RFP#12 - 12/1/20	12/07/20	0 WWTP Biosolids Construction		12/16/20	1727273.06	.00	ACH			
VENDOR:										
					1727273.06					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/16/20 ACCOUNT 23110

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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:										
136203	12/04/20	1168 LEE'S PRECAST CONCRETE								
		4498 Supplies		12/16/20	223.00	.00	ACH			
		VENDOR TOTAL:			223.00					
VENDOR:										
04355	12/04/20	1205 LOWE'S								
10073	12/04/20	4513 Cleaning Supplies		12/16/20	90.49	.00	CHK			
		4529 Supplies		12/16/20	312.53	.00	CHK			
		VENDOR TOTAL:			403.02					
VENDOR:										
0290GL2021-0	12/07/20	1318 MS MUNICIPAL LIABILITY PLAN								
		0 Liability Insurance		12/16/20	16571.99	.00	CHK			
		VENDOR TOTAL:			16571.99					
VENDOR:										
12/01/20	12/03/20	1341 MS DEVELOPMENT AUTHORITY								
		0 CAP Loan Payments		12/16/20	27070.29	.00	CHK			
		VENDOR TOTAL:			27070.29					
VENDOR:										
30433	12/04/20	1392 NUNLEY TRUCKING CO, INC.								
		4532 Gravel		12/16/20	2595.52	.00	CHK			
		VENDOR TOTAL:			2595.52					
VENDOR:										
624599	12/04/20	1525 OKTIBBEHA COUNTY COOP								
624763	12/04/20	4496 Uniforms		12/16/20	117.60	.00	ACH			
625365	12/04/20	4496 Uniforms		12/16/20	94.33	.00	ACH			
627414	12/04/20	4442 Uniforms		12/16/20	105.70	.00	ACH			
		4524 Uniforms		12/16/20	96.35	.00	ACH			
		VENDOR TOTAL:			413.98					
VENDOR:										
0997-169385	12/04/20	1531 O'REILLY AUTO PARTS								
		4516 Parts		12/16/20	25.98	.00	CHK			
		VENDOR TOTAL:			25.98					

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 12/16/20 ACCOUNT 23110				UNPAID INVOICES			PAGE 5 RUN DATE 12/08/20 11:46 AM		
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ		
VENDOR:	1620	POLLAN PROMOS											
2020962	12/04/20	4510	Supplies		12/16/20	323.88	.00	CHK					
					VENDOR TOTAL:	323.88							
VENDOR:	1884	STARKVILLE GARBAGE											
11/24/20	12/04/20	0	Garbage disposal-600137		12/16/20	94.50	.00	CHK					
					VENDOR TOTAL:	94.50							
VENDOR:	1892	S&N AIROFLO INC											
18062	12/04/20	4507	Pump Rentals		12/16/20	2400.00	.00	CHK					
					VENDOR TOTAL:	2400.00							
VENDOR:	1893	SCHWEITZER ENGINEERING LAB											
INV-000545456	12/04/20	4474	Automation Controllers		12/16/20	11000.00	.00	ACH					
					VENDOR TOTAL:	11000.00							
VENDOR:	1903	SCOTT OSBORNE											
11/24/20	12/03/20	0	License Renewal		12/16/20	60.00	.00	ACH					
					VENDOR TOTAL:	60.00							
VENDOR:	1910	STARKVILLE ELECTRIC DEPT											
14610-1020	12/03/20	0	Due to Elec Dept-146.10		12/16/20	76084.95	.00	ACH					
					VENDOR TOTAL:	76084.95							
VENDOR:	1920	CANNON FORD LINCOLN OF STARK											
4322, 4749, 5284	12/04/20	4324	Repairs		12/16/20	1621.25	.00	CHK					
					VENDOR TOTAL:	1621.25							
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY											
59755	12/04/20	4534	Office Supplies		12/16/20	88.08	.00	ACH					
					VENDOR TOTAL:	88.08							

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2000	TALKING WARRIOR WATER ASSOC									
NOV 2020	12/08/20	0	TWMA Water Revenues		12/16/20	1337.02	.00	ACH			
					VENDOR TOTAL:	1337.02					
VENDOR:	2104	UPS									
24W1X6470	12/03/20	0	Postage		12/16/20	30.32	.00	CHK			
24W1X6480	12/04/20	0	Postage		12/16/20	28.39	.00	CHK			
					VENDOR TOTAL:	58.71					
VENDOR:	2201	WRIGHT CHEMICAL, LLC									
1157, 1158	12/04/20	4481	Chemicals		12/16/20	4272.00	.00	ACH			
					VENDOR TOTAL:	4272.00					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1056095	12/04/20	4434	Testing		12/16/20	252.00	.00	ACH			
					VENDOR TOTAL:	252.00					
VENDOR:	2210	VERIZON WIRELESS									
9868151925	12/07/20	0	Phone bill 2821-03		12/16/20	684.89	.00	CHK			
					VENDOR TOTAL:	684.89					
VENDOR:	2319	WESCO									
272888	12/04/20	4504	Parts		12/16/20	110.88	.00	ACH			
					VENDOR TOTAL:	110.88					
VENDOR:	2324	WREN BODY WORKS LLC									
36884	12/04/20	4526	Vehicle additions		12/16/20	8220.52	.00	ACH			
					VENDOR TOTAL:	8220.52					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
63226	12/04/20	4520	Water		12/16/20	24.60	.00	ACH			
					VENDOR TOTAL:	24.60					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/16/20 ACCOUNT 23110

UNPAID INVOICES

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INVOICE DATE PO NBR DESCRIPTION

INVOICE AMOUNT TAX PMT PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ

GRAND TOTAL: 2030691.28

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 12/16/20 ACCOUNT 23200			UNPAID INVOICES			PAGE 1 RUN DATE 12/08/20 03:52 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	CHECK/ DATE	ACH SEQ		
VENDOR:	110	ARKANSAS ELECTRIC									
03980237	12/04/20	9498 Materials		12/16/20	1290.00	.00	ACH				
			VENDOR TOTAL:		1290.00						
VENDOR:	124	ATMOS ENERGY									
3012612404-12/20	12/07/20	0 Utility bill		12/16/20	291.40	.00	ACH				
			VENDOR TOTAL:		291.40						
VENDOR:	125	AT & T									
NOV 2020	12/03/20	0 Phone bill		12/16/20	664.38	.00	CHK				
			VENDOR TOTAL:		664.38						
VENDOR:	131	ALTEC INDUSTRIES, INC.									
11524043	12/07/20	9478 Parts		12/16/20	156.10	.00	ACH				
50685740	12/07/20	9511 Truck Repairs		12/16/20	26939.98	.00	ACH				
			VENDOR TOTAL:		27096.08						
VENDOR:	134	ATWELL & GENT, P.A.									
9708	12/03/20	0 Engineering Services		12/16/20	7580.00	.00	ACH				
9709	12/03/20	0 Engineering Services		12/16/20	40199.00	.00	ACH				
9710	12/03/20	0 Engineering Services		12/16/20	5220.00	.00	ACH				
9711	12/03/20	0 Engineering Services		12/16/20	280.00	.00	ACH				
9712	12/03/20	0 Engineering Services		12/16/20	520.00	.00	ACH				
			VENDOR TOTAL:		53799.00						
VENDOR:	146	AT&T MOBILITY									
287302290042	12/04/20	0 Cell phones		12/16/20	1002.04	.00	CHK				
90042 - 11/27/20	12/08/20	0 Cell phones		12/16/20	198.36	.00	CHK				
			VENDOR TOTAL:		1200.40						
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
RFP#10 - 12/5/20	12/08/20	0 Substation Construction		12/16/20	529794.61	.00	ACH				
			VENDOR TOTAL:		529794.61						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	303	C SPIRE	WIRELESS								
NOV 2020	12/03/20	0	Phone bill		12/16/20	462.87	.00	CHK			
					VENDOR TOTAL:	462.87					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
DEC 2020-TAX	12/03/20	0	Tax Equivalency		12/16/20	113750.00	.00	CHK			
NOV 2020-ADMIN	12/03/20	0	Administrative Fees		12/16/20	12977.92	.00	CHK			
					VENDOR TOTAL:	126727.92					
VENDOR:	307	CITY OF STARKVILLE									
NOV 2020-STL	12/03/20	0	Reimb St Louis salary		12/16/20	4671.56	.00	CHK			
					VENDOR TOTAL:	4671.56					
VENDOR:	317	CHRIS MITCHELL MANAGEMENT									
042	12/03/20	0	TVA Wholesale Rate Analysis		12/16/20	3150.00	.00	ACH			
					VENDOR TOTAL:	3150.00					
VENDOR:	348	DELL MARKETING L.P.									
10420428958	12/03/20	0	Computer software		12/16/20	1937.94	.00	ACH			
12/01/20	12/08/20	0	Computer software		12/16/20	508.00	.00	ACH			
					VENDOR TOTAL:	2445.94					
VENDOR:	400	IVY AUTO PARTS									
652845, 652854	12/04/20	9508	Parts		12/16/20	61.70	.00	ACH			
					VENDOR TOTAL:	61.70					
VENDOR:	420	DAVID WISE									
12/08/20	12/08/20	0	License fees		12/16/20	115.49	.00	ACH			
					VENDOR TOTAL:	115.49					
VENDOR:	616	FUELMAN									
NP59201505	12/03/20	0	Fuel		12/16/20	972.71	.00	CHK			
NP59277329	12/07/20	0	Fuel		12/16/20	2465.99	.00	CHK			
					VENDOR TOTAL:	3438.70					

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 12/16/20 ACCOUNT 23200				UNPAID INVOICES			RUN DATE 12/08/20 03:52 PM		PAGE
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ		
VENDOR:	696	GARNER LUMLEY ELECTRIC											
573713	12/04/20	9429	Supplies		12/16/20	1150.00	.00	ACH					
				VENDOR TOTAL:					1150.00				
VENDOR:	801	QUADIENT FINANCE USA INC.											
11/26/20	12/08/20	0	Postage		12/16/20	499.77	.00	CHK					
				VENDOR TOTAL:					499.77				
VENDOR:	1010	JT RAY COMPANY											
11/17/20	12/08/20	0	ESET Virus Protection Renewa		12/16/20	2249.50	.00	ACH					
				VENDOR TOTAL:					2249.50				
VENDOR:	1205	LOWE'S											
11/30-12/02/20	12/04/20	9518	Parts, Supplies		12/16/20	195.70	.00	CHK					
				VENDOR TOTAL:					195.70				
VENDOR:	1291	MAGNOLIA BUSINESS SYSTEM INC											
42885, 44292	12/07/20	0	Copier services		12/16/20	577.47	.00	ACH					
				VENDOR TOTAL:					577.47				
VENDOR:	1335	VERIZON CONNECT NWF, INC											
OSV000002291413	12/08/20	0	Vehicle GPS Services-CITY206		12/16/20	777.12	.00	CHK					
				VENDOR TOTAL:					777.12				
VENDOR:	1394	NARRATIVE 12 LLC											
11/25/20	12/03/20	0	Consulting		12/16/20	4000.00	.00	ACH					
				VENDOR TOTAL:					4000.00				
VENDOR:	1400	NESCO											
242591.01 & 02	12/04/20	9505	Lighting		12/16/20	235.44	.00	ACH					
				VENDOR TOTAL:					235.44				

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/16/20 ACCOUNT 23200

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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:	1406	NORTHEAST EXTERMINATING									
12/01/20	12/04/20	9512	Pest control		12/16/20	45.00	.00	ACH			
VENDOR:	1521	ONLINE COLLECTIONS									
0446 - 11/30/20	12/03/20	0	Collection fees-0446		12/16/20	870.15	.00	ACH			
VENDOR:	1536	PALMER'S SERVICE CENTER LLC									
11/30/20 STMT	12/04/20	9510	Repairs		12/16/20	1512.29	.00	ACH			
VENDOR:	1623	POWERSTROKE EQUIPMENT INC									
5214	12/04/20	9507	Repairs		12/16/20	58.98	.00	ACH			
VENDOR:	1887	S & S LINE SERVICE INC									
2208-2211	12/03/20	0	ROW Clearing		12/16/20	5698.90	.00	ACH			
2977-2980	12/07/20	0	ROW Clearing		12/16/20	8540.20	.00	ACH			
VENDOR:	1927	STAPLES BUSINESS CREDIT									
11/25/20 STMT	12/03/20	0	Office Supplies		12/16/20	2197.74	.00	CHK			
VENDOR:	1931	STARKVILLE SANITATION DEPT									
NOV 2020	12/04/20	0	Sanitation Collections		12/16/20	222018.81	.00	CHK			
VENDOR:	1933	STARKVILLE WATER DEPT									
NOV 2020	12/04/20	0	Water-Sewer Collections		12/16/20	600554.63	.00	ACH			
VENDOR TOTAL:						600554.63					

45.00

870.15

1512.29

58.98

14239.10

2197.74

222018.81

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 12/16/20 ACCOUNT 23200				UNPAID INVOICES			PAGE RUN DATE 12/08/20 03:52 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ		
VENDOR:	1944	SOUTHERN POWER & COATING										
1259	12/07/20	9521 Substation testing		12/16/20	1540.00	.00	CHK					
				VENDOR TOTAL:	1540.00							
VENDOR:	2110	US POSTAL SERVICE										
12/03/20	12/03/20	0 PO Box Renewal		12/16/20	532.00	.00	CHK					
				VENDOR TOTAL:	532.00							
VENDOR:	2116	UTILITECH										
2399	12/08/20	0 Product Development and Supp		12/16/20	500.00	.00	ACH					
				VENDOR TOTAL:	500.00							
VENDOR:	2118	BORDER STATES ELECTRIC										
174,475,573	12/04/20	9497 Materials		12/16/20	3413.00	.00	ACH					
				VENDOR TOTAL:	3413.00							
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.										
00375290	12/04/20	9517 Gas Cylinder Rentals		12/16/20	35.88	.00	ACH					
				VENDOR TOTAL:	35.88							
VENDOR:	2210	VERIZON WIRELESS										
9868151924	12/07/20	0 Phone bill 2821-01		12/16/20	1025.06	.00	CHK					
				VENDOR TOTAL:	1025.06							
VENDOR:	2305	WASTE PRO										
207167	12/04/20	9519 Dumpster Fee		12/16/20	55.00	.00	ACH					
				VENDOR TOTAL:	55.00							
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
63228	12/03/20	0 Water		12/16/20	16.40	.00	ACH					
CLR1220-270	12/04/20	0 Water		12/16/20	20.00	.00	ACH					
				VENDOR TOTAL:	36.40							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/16/20 ACCOUNT 23200

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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: 99009746	12/07/20	0	SYNERGETICS DCS, INC								
INV-039889	12/07/20	0	Network services		12/16/20	300.00	.00	ACH			
			VENDOR TOTAL:			300.00					
VENDOR: 99009982	12/04/20	0	RICHARDSON CONSULTING								
12/03/20	12/04/20	0	Training		12/16/20	1062.50	.00	CHK			
			VENDOR TOTAL:			1062.50					
			GRAND TOTAL:			1614891.59					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 12-15-2020
PAGE: 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

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



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,155,000.00	8,155,000.00	58,570.61	121,909.10	-8,033,090.90	1.49 %
206 - LIEU OF TAXES	793,500.00	793,500.00	48,123.95	70,539.34	-722,960.66	8.89 %
220 - LICENSES AND PERMITS	226,250.00	226,250.00	14,195.77	27,036.59	-199,213.41	11.95 %
230 - INTERGOVERNMENTAL REVENUES	11,124,872.00	11,124,872.00	737,827.62	2,230,766.62	-8,894,105.38	20.05 %
250 - GRANTS	77,670.00	77,670.00	7,826.43	84,059.61	6,389.61	108.23 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	10,500.00	10,500.00	3,055.30	5,578.66	-4,921.34	53.13 %
330 - FINES AND FORFEITS	412,500.00	412,500.00	36,368.95	77,298.99	-335,201.01	18.74 %
340 - MISCELLANEOUS	579,500.00	579,500.00	17,452.49	41,900.58	-537,599.42	7.23 %
360 - CHARGES FOR SERVICES	1,550.00	1,550.00	128.00	14,137.15	12,587.15	912.07 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,317,500.00	3,317,500.00	121,441.00	286,378.11	-3,031,121.89	8.63 %
631 - ODDFELLOWS	13,500.00	13,500.00	26.23	52.59	-13,447.41	0.39 %
Department: 000 - UNDESIGNATED Total:	24,712,342.00	24,712,342.00	1,045,016.35	2,959,657.34	-21,752,684.66	11.98 %
Revenue Total:	24,712,342.00	24,712,342.00	1,045,016.35	2,959,657.34	-21,752,684.66	11.98 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,360.00	206,360.00	25,835.45	47,053.39	159,306.61	22.80 %
600 - CONTRACTUAL SERVICES	16,750.00	16,750.00	910.79	1,416.58	15,333.42	8.46 %
Department: 100 - BOARD OF ALDERMEN Total:	223,110.00	223,110.00	26,746.24	48,469.97	174,640.03	21.72 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	329,985.00	329,985.00	26,899.79	60,352.61	269,632.39	18.29 %
500 - SUPPLIES	13,000.00	13,000.00	287.95	617.51	12,382.49	4.75 %
600 - CONTRACTUAL SERVICES	21,200.00	21,200.00	769.67	1,505.52	19,694.48	7.10 %
900 - CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	365,685.00	365,685.00	27,957.41	62,475.64	303,209.36	17.08 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	140.94	281.48	1,218.52	18.77 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	140.94	281.48	1,218.52	18.77 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,140.00	154,140.00	16,767.80	33,971.69	120,168.31	22.04 %
500 - SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
600 - CONTRACTUAL SERVICES	121,900.00	121,900.00	18,023.85	34,192.89	87,707.11	28.05 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	278,040.00	278,040.00	34,791.65	68,164.58	209,875.42	24.52 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	297,610.00	297,610.00	31,039.88	72,016.52	225,593.48	24.20 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	102,000.00	102,000.00	16,217.12	32,863.08	69,136.92	32.22 %
900 - CAPITAL OUTLAY	80,000.00	80,000.00	2,350.00	17,112.69	62,887.31	21.39 %
Department: 123 - IT Total:	480,110.00	480,110.00	49,607.00	121,992.29	358,117.71	25.41 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	3,000.00	3,000.00	27.98	27.98	2,972.02	0.93 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	0.00	0.00	24,500.00	0.00 %
Department: 130 - ELECTIONS Total:	27,500.00	27,500.00	27.98	27.98	27,472.02	0.10 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	408,880.00	408,880.00	38,816.30	83,864.80	325,015.20	20.51 %
600 - CONTRACTUAL SERVICES	86,500.00	86,500.00	0.00	0.00	86,500.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 142 - CITY CLERKS OFFICE Total:	495,380.00	495,380.00	38,816.30	83,864.80	411,515.20	16.93 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	221.90	432.90	9,067.10	4.56 %
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	1,362.32	2,679.61	22,320.39	10.72 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	-23.95	742.79	2,257.21	24.76 %
Department: 145 - OTHER ADMINISTRATIVE Total:	39,000.00	39,000.00	1,560.27	3,855.30	35,144.70	9.89 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,000.00	8,000.00	350.00	525.00	7,475.00	6.56 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,000.00	8,000.00	350.00	525.00	7,475.00	6.56 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,387.00	13,467.50	56,477.50	19.25 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,387.00	13,467.50	56,477.50	19.25 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	10,691.53	27,999.45	187,000.55	13.02 %
Department: 169 - LEGAL Total:	215,000.00	215,000.00	10,691.53	27,999.45	187,000.55	13.02 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	227,380.00	227,380.00	22,458.80	48,802.84	178,577.16	21.46 %
500 - SUPPLIES	3,500.00	3,500.00	265.00	424.79	3,075.21	12.14 %
600 - CONTRACTUAL SERVICES	28,900.00	28,900.00	273.91	943.58	27,956.42	3.26 %
Department: 180 - HUMAN RESOURCES Total:	259,780.00	259,780.00	22,997.71	50,171.21	209,608.79	19.31 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	265,120.00	265,120.00	26,212.75	56,539.04	208,580.96	21.33 %
500 - SUPPLIES	1,625.00	1,625.00	6.00	12.00	1,613.00	0.74 %
600 - CONTRACTUAL SERVICES	37,400.00	37,400.00	3,404.49	7,087.46	30,312.54	18.95 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	760.00	19,240.00	3.80 %
Department: 190 - CITY PLANNER Total:	324,145.00	324,145.00	29,623.24	64,398.50	259,746.50	19.87 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	119,540.00	119,540.00	4,671.56	14,474.09	105,065.91	12.11 %
Department: 191 - EXTERNAL SERVICE Total:	119,540.00	119,540.00	4,671.56	14,474.09	105,065.91	12.11 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	56,000.00	56,000.00	30,807.41	49,925.13	6,074.87	89.15 %
600 - CONTRACTUAL SERVICES	90,500.00	90,500.00	6,623.35	17,560.35	72,939.65	19.40 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	150,086.00	150,086.00	37,430.76	67,485.48	82,600.52	44.96 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	6,999.00	13,001.00	35.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	7,982.00	19,232.00	42,696.00	31.06 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	115,928.00	115,928.00	7,982.00	26,231.00	89,697.00	22.63 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	28,000.00	28,000.00	1,500.00	3,000.00	25,000.00	10.71 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,900.00	3,600.00	16,400.00	18.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	48,000.00	48,000.00	3,400.00	6,600.00	41,400.00	13.75 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	307,385.00	307,385.00	26,440.28	58,066.18	249,318.82	18.89 %
500 - SUPPLIES	3,900.00	3,900.00	56.75	3,084.72	815.28	79.10 %
600 - CONTRACTUAL SERVICES	15,600.00	15,600.00	2,176.84	4,001.93	11,598.07	25.65 %
800 - DEBT SERVICE	2,181.00	2,181.00	436.95	873.90	1,307.10	40.07 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	332,066.00	332,066.00	29,110.82	66,026.73	266,039.27	19.88 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,370,330.00	4,370,330.00	333,276.65	790,741.87	3,579,588.13	18.09 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	423,000.00	423,000.00	26,718.09	58,772.33	364,227.67	13.89 %
600 - CONTRACTUAL SERVICES	513,600.00	513,600.00	33,096.56	68,149.11	445,450.89	13.27 %
800 - DEBT SERVICE	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
900 - CAPITAL OUTLAY	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	5,671,930.00	5,671,930.00	393,091.30	917,663.31	4,754,266.69	16.18 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	307,200.00	307,200.00	17,430.84	49,894.69	257,305.31	16.24 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	308,200.00	308,200.00	17,430.84	49,894.69	258,305.31	16.19 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	0.00	96,560.00	0.00	3,730.90	92,829.10	3.86 %
500 - SUPPLIES	0.00	1,450.00	0.00	0.00	1,450.00	0.00 %
600 - CONTRACTUAL SERVICES	0.00	3,450.00	769.84	769.84	2,680.16	22.31 %
Department: 246 - CODE ENFORCEMENT Total:	0.00	101,460.00	769.84	4,500.74	96,959.26	4.44 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,425.00	120,425.00	6,480.77	15,020.13	105,404.87	12.47 %
Department: 254 - DUI GRANT Total:	120,425.00	120,425.00	6,480.77	15,020.13	105,404.87	12.47 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,245,855.00	4,231,335.00	321,181.91	813,624.12	3,417,710.88	19.23 %
500 - SUPPLIES	99,000.00	99,000.00	5,786.45	15,159.89	83,840.11	15.31 %
600 - CONTRACTUAL SERVICES	283,600.00	283,600.00	16,926.35	40,390.25	243,209.75	14.24 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	189,000.00	189,000.00	0.00	0.00	189,000.00	0.00 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	41,000.00	41,000.00	4,757.63	20,028.33	20,971.67	48.85 %
Department: 261 - FIRE DEPARTMENT Total:	4,958,455.00	4,943,935.00	348,652.34	889,202.59	4,054,732.41	17.99 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	287,000.00	190,440.00	15,864.44	35,934.68	154,505.32	18.87 %
500 - SUPPLIES	9,500.00	8,050.00	135.43	2,962.73	5,087.27	36.80 %
600 - CONTRACTUAL SERVICES	22,000.00	18,550.00	406.92	1,789.64	16,760.36	9.65 %
800 - DEBT SERVICE	9,115.00	9,115.00	888.33	2,228.04	6,886.96	24.44 %
Department: 281 - BUILDING/CODES OFFICE Total:	327,615.00	226,155.00	17,295.12	42,915.09	183,239.91	18.98 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	16,850.00	16,850.00	205.92	530.44	16,319.56	3.15 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	22,500.00	22,500.00	205.92	530.44	21,969.56	2.36 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	858,150.00	858,150.00	45,600.83	117,347.55	740,802.45	13.67 %
500 - SUPPLIES	176,000.00	176,000.00	17,068.74	40,231.78	135,768.22	22.86 %
600 - CONTRACTUAL SERVICES	550,100.00	550,100.00	43,234.02	90,995.97	459,104.03	16.54 %
800 - DEBT SERVICE	97,673.00	97,673.00	451.37	9,157.07	88,515.93	9.38 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	1,691,923.00	1,691,923.00	106,354.96	257,732.37	1,434,190.63	15.23 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	97,420.00	97,420.00	3,521.17	9,066.88	88,353.12	9.31 %
500 - SUPPLIES	3,000.00	3,000.00	84.78	177.82	2,822.18	5.93 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	112.92	225.84	5,324.16	4.07 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	31,250.00	93,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	230,970.00	230,970.00	3,718.87	40,720.54	190,249.46	17.63 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	867,950.00	867,950.00	63,905.51	152,501.03	715,448.97	17.57 %
500 - SUPPLIES	237,000.00	237,000.00	37,498.66	65,934.75	171,065.25	27.82 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	510,600.00	510,600.00	44,640.71	74,526.63	436,073.37	14.60 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	0.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	0.00	8,779.00	-6,279.00	351.16 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,636,006.00	1,636,006.00	146,044.88	301,741.41	1,334,264.59	18.44 %
Department: 552 - PARK AND REC ACTIVITIES						
600 - CONTRACTUAL SERVICES	0.00	0.00	3,553.71	14,925.56	-14,925.56	0.00 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	0.00	3,553.71	14,925.56	-14,925.56	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
900 - CAPITAL OUTLAY	2,008,472.00	2,008,472.00	17,906.85	44,864.07	1,963,607.93	2.23 %
Department: 600 - CAPITAL PROJECTS Total:	2,020,472.00	2,020,472.00	17,906.85	44,864.07	1,975,607.93	2.22 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	50,000.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	50,000.00	170,000.00	22.73 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	284,000.00	284,000.00	50,000.00	110,500.00	173,500.00	38.91 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,968,237.00	1,968,237.00	48,281.25	437,606.75	1,530,630.25	22.23 %
Department: 800 - DEBT SERVICE Total:	1,968,237.00	1,968,237.00	48,281.25	437,606.75	1,530,630.25	22.23 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Expense Total:	24,726,862.00	24,712,342.00	1,491,079.06	3,859,328.69	20,853,013.31	15.62 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-14,520.00	0.00	-446,062.71	-899,671.35	-899,671.35	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	902.00	2,129.75	-7,870.25	21.30 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	35,000.00	902.00	2,129.75	-32,870.25	6.09 %
Revenue Total:	35,000.00	35,000.00	902.00	2,129.75	-32,870.25	6.09 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Expense Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	902.00	2,129.75	2,129.75	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	320,000.00	320,000.00	0.00	0.00	-320,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Revenue Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	10,500.00	10,500.00	3,000.00	5,619.63	4,880.37	53.52 %
800 - DEBT SERVICE	366,500.00	366,500.00	0.00	99,428.18	267,071.82	27.13 %
900 - CAPITAL OUTLAY	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	454,000.00	454,000.00	3,000.00	105,047.81	348,952.19	23.14 %
Expense Total:	454,000.00	454,000.00	3,000.00	105,047.81	348,952.19	23.14 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-3,000.00	-105,047.81	-105,047.81	0.00 %

Budget Report
For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,200.00	30,200.00	2,000.00	4,625.00	-25,575.00	15.31 %
360 - CHARGES FOR SERVICES	482,358.00	482,358.00	58,105.04	115,603.56	-366,754.44	23.97 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	625,000.00	625,000.00	0.00	0.00	-625,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,208,509.00	1,208,509.00	68,087.04	128,210.56	-1,080,298.44	10.61 %
Revenue Total:	1,208,509.00	1,208,509.00	68,087.04	128,210.56	-1,080,298.44	10.61 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	185,650.00	185,650.00	9,539.09	25,698.40	159,951.60	13.84 %
500 - SUPPLIES	344,000.00	344,000.00	13,643.96	61,066.38	282,933.62	17.75 %
600 - CONTRACTUAL SERVICES	107,850.00	107,850.00	1,973.52	6,977.60	100,872.40	6.47 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	2,227.09	2,499.09	-2,499.09	0.00 %
900 - CAPITAL OUTLAY	571,009.00	571,009.00	0.00	0.00	571,009.00	0.00 %
Department: 505 - AIRPORT Total:	1,208,509.00	1,208,509.00	27,383.66	96,241.47	1,112,267.53	7.96 %
Expense Total:	1,208,509.00	1,208,509.00	27,383.66	96,241.47	1,112,267.53	7.96 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	40,703.38	31,969.09	31,969.09	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	110,598.00	110,598.00	1,800.00	1,800.00	-108,798.00	1.63 %
Department: 000 - UNDESIGNATED Total:	110,598.00	110,598.00	1,800.00	1,800.00	-108,798.00	1.63 %
Revenue Total:	110,598.00	110,598.00	1,800.00	1,800.00	-108,798.00	1.63 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	26,112.00	26,112.00	18,280.00	18,280.00	7,832.00	70.01 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	84,486.00	84,486.00	0.00	10,328.00	74,158.00	12.22 %
Department: 515 - RESTRICTED PROJECTS Total:	110,598.00	110,598.00	18,280.00	28,608.00	81,990.00	25.87 %
Expense Total:	110,598.00	110,598.00	18,280.00	28,608.00	81,990.00	25.87 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-16,480.00	-26,808.00	-26,808.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,750,000.00	2,750,000.00	237,595.19	490,897.14	-2,259,102.86	17.85 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	335,000.00	335,000.00	5,860.00	5,860.00	-329,140.00	1.75 %
Department: 000 - UNDESIGNATED Total:	3,085,000.00	3,085,000.00	243,455.19	496,757.14	-2,588,242.86	16.10 %
Revenue Total:	3,085,000.00	3,085,000.00	243,455.19	496,757.14	-2,588,242.86	16.10 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,572,400.00	1,572,400.00	111,233.27	283,690.49	1,288,709.51	18.04 %
500 - SUPPLIES	155,000.00	155,000.00	10,339.80	30,698.97	124,301.03	19.81 %
600 - CONTRACTUAL SERVICES	792,450.00	792,450.00	59,080.84	133,770.82	658,679.18	16.88 %
800 - DEBT SERVICE	216,800.00	216,800.00	3,743.59	54,241.73	162,558.27	25.02 %
900 - CAPITAL OUTLAY	348,350.00	348,350.00	56,348.00	56,348.00	292,002.00	16.18 %
Department: 322 - SANITATION DEPARTMENT Total:	3,085,000.00	3,085,000.00	240,745.50	558,750.01	2,526,249.99	18.11 %
Expense Total:	3,085,000.00	3,085,000.00	240,745.50	558,750.01	2,526,249.99	18.11 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	2,709.69	-61,992.87	-61,992.87	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	33,811.33	70,455.18	-179,544.82	28.18 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	33,811.33	70,455.18	-179,544.82	28.18 %
Revenue Total:	250,000.00	250,000.00	33,811.33	70,455.18	-179,544.82	28.18 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	33,811.33	70,455.18	70,455.18	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	35,000.00	35,000.00	3,406.50	7,756.00	-27,244.00	22.16 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	3,406.50	7,756.00	-42,244.00	15.51 %
Revenue Total:	50,000.00	50,000.00	3,406.50	7,756.00	-42,244.00	15.51 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	175.00	525.00	49,475.00	1.05 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	175.00	525.00	49,475.00	1.05 %
Expense Total:	50,000.00	50,000.00	175.00	525.00	49,475.00	1.05 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	3,231.50	7,231.00	7,231.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	203.11	419.75	-19,580.25	2.10 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,520,000.00	1,520,000.00	203.11	419.75	-1,519,580.25	0.03 %
Revenue Total:	1,520,000.00	1,520,000.00	203.11	419.75	-1,519,580.25	0.03 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	1,520,000.00	1,520,000.00	1,900.00	39,467.77	1,480,532.23	2.60 %
Department: 600 - CAPITAL PROJECTS Total:	1,520,000.00	1,520,000.00	1,900.00	39,467.77	1,480,532.23	2.60 %
Expense Total:	1,520,000.00	1,520,000.00	1,900.00	39,467.77	1,480,532.23	2.60 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-1,696.89	-39,048.02	-39,048.02	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	246.92	538.32	-19,461.68	2.69 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,520,000.00	2,520,000.00	246.92	538.32	-2,519,461.68	0.02 %
Revenue Total:	2,520,000.00	2,520,000.00	246.92	538.32	-2,519,461.68	0.02 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	2,515,000.00	2,515,000.00	244,414.09	245,105.75	2,269,894.25	9.75 %
Department: 600 - CAPITAL PROJECTS Total:	2,520,000.00	2,520,000.00	244,414.09	245,105.75	2,274,894.25	9.73 %
Expense Total:	2,520,000.00	2,520,000.00	244,414.09	245,105.75	2,274,894.25	9.73 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-244,167.17	-244,567.43	-244,567.43	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,650,000.00	1,650,000.00	174,722.38	361,112.71	-1,288,887.29	21.89 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,300,000.00	2,300,000.00	174,722.38	361,112.71	-1,938,887.29	15.70 %
Revenue Total:	2,300,000.00	2,300,000.00	174,722.38	361,112.71	-1,938,887.29	15.70 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,347,452.00	1,347,452.00	4,278.50	4,278.50	1,343,173.50	0.32 %
900 - CAPITAL OUTLAY	777,548.00	777,548.00	0.00	0.00	777,548.00	0.00 %
950 - TRANSFERS	175,000.00	175,000.00	0.00	43,750.00	131,250.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	2,300,000.00	2,300,000.00	4,278.50	48,028.50	2,251,971.50	2.09 %
Expense Total:	2,300,000.00	2,300,000.00	4,278.50	48,028.50	2,251,971.50	2.09 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	170,443.88	313,084.21	313,084.21	0.00 %
Report Surplus (Deficit):	-14,520.00	0.00	-459,604.99	-952,266.25	-952,266.25	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-14,520.00	0.00	-446,062.71	-899,671.35	-899,671.35
002 - RESTRICTED POLICE FUND	0.00	0.00	902.00	2,129.75	2,129.75
003 - RESTRICTED FIRE FUND	0.00	0.00	-3,000.00	-105,047.81	-105,047.81
015 - AIRPORT FUND	0.00	0.00	40,703.38	31,969.09	31,969.09
016 - RESTRICTED AIRPORT	0.00	0.00	-16,480.00	-26,808.00	-26,808.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	2,709.69	-61,992.87	-61,992.87
023 - LANDFILL ACCOUNT	0.00	0.00	33,811.33	70,455.18	70,455.18
107 - COMPUTER ASSESSMENTS	0.00	0.00	3,231.50	7,231.00	7,231.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-1,696.89	-39,048.02	-39,048.02
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-244,167.17	-244,567.43	-244,567.43
375 - PARK AND REC TOURISM	0.00	0.00	170,443.88	313,084.21	313,084.21
Report Surplus (Deficit):	-14,520.00	0.00	-459,604.99	-952,266.25	-952,266.25



Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Report
As of November 30, 2020

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 39,745,000	\$ 2,951,819	\$ 6,205,180	(33,539,820)	15.61%
Other Revenue	1,752,000	157,386	292,803	(1,459,197)	16.71%
Total Revenue	\$ 41,497,000	\$ 3,109,205	\$ 6,497,983	(34,999,017)	15.66%
<u>Expenses</u>					
Purchased Power Expense	\$ 31,850,000	\$ 2,001,150	\$ 4,283,797	27,566,203	13.45%
Payroll Expenses	2,538,425	278,605	544,947	1,993,478	21.47%
Operating Expenses	1,023,500	57,545	108,187	915,313	10.57%
Maintenance Expense	1,305,500	174,589	280,522	1,024,978	21.49%
Capital Expense	5,026,000	450,100	721,819	4,304,181	14.36%
Debt Expense	1,123,463	2,160	178,910	944,553	15.92%
Tax Equivalency	1,365,000	113,750	227,500	1,137,500	16.67%
Total Expenses	\$ 44,231,888	\$ 3,077,899	\$ 6,345,682	37,886,206	14.35%
Total Revenue Over Expenses	\$ (2,734,888)	\$ 31,306	\$ 152,301	\$ 2,887,189	-5.57%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Report
As of November 30, 2020

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 715,100	\$ 1,436,583	(6,063,417)	19.15%
Other Revenues	2,341,160	44,481	65,165	(2,275,995)	2.78%
Total Revenues	\$ 9,841,160	\$ 759,581	\$ 1,501,748	(8,339,412)	15.26%
<u>Expenses</u>					
Payroll Expense	\$ 2,076,095	\$ 155,921	\$ 331,486	1,744,609	15.97%
Operating Expense	1,367,500	96,570	272,161	1,095,339	19.90%
Maintenance Expense	2,030,000	219,164	438,291	1,591,709	21.59%
Capital Expense	2,845,000	215,702	221,402	2,623,598	7.78%
Debt Expense	1,496,888	48,555	275,400	1,221,488	18.40%
Total Expenses	\$ 9,815,483	\$ 735,912	\$ 1,538,740	8,276,743	15.68%
Total Revenues Over Expenses	\$ 25,677	\$ 23,669	\$ (36,992)	\$ (62,669)	-144.07%

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



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 12/15/2020
PAGE: 1 of 5

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-21

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Alderwoman Sandra Sistrunk or Lesa Hardin

SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-21

Account	Code	Debit	Credit
Fire Dept Equipment	001-261-918-805	\$ 14,000.00	
2018 Florida Hurricane Assistance	001-000-361-630		\$ 14,000.00
Firehouse Sub Grant	001-261-555-262	21,308.00	
Firehouse Sub Grant	001-000-254-077		21,308.00
MEMA Covid Reimbursements	001-000-232-043		209,500.00
Plumbing Inspections	001-000-222-016		500.00
Building Permits	001-000-222-020		1,000.00
Erosion Control & Clearing Revenue	001-000-223-025		1,500.00
Restructure of Bonds	001-800-890-890	575,000.00	
Louisville Street Pedestrian St Grant	001-000-242-055		34,288.00
Covid-19 FEMA Reimbursement	001-000-250-101		25,000.00
JAG Grant Received	001-000-253-068		26,038.00
Historic Preservation Grant	001-000-254-095		8,295.00
Architecture Reviews Fees Received	001-000-285-143		500.00
Architecture Reviews	001-190-600-305	1,600.00	
General Sales Tax Revenue	001-000-260-082		200,000.00
Sale of Vehicles and Equipment	001-000-392-920		10,000.00
Professional Services	001-120-600-300	20,000.00	
Worker's Comp	001-120-491-135	100.00	
Covid – 19 Supplies	001-192-535-233	10,000.00	
Engineering Software	001-197-502-201	1,500.00	
Engineering Inspector Contract Services	001-197-600-308	5,000.00	
Engineering Inspector Vacancy	001-197-430-107		5,000.00
Bldg and Code Worker Comp Ins	001-281-491-135	900.00	
Motorcycle Lease	001-201-635-367	18,000.00	
Police Training Expenses	001-201-690-552	15,000.00	
Police Training Reimbursements	001-000-254-069		15,000.00
Park Part Time Labor	001-550-600-320		50,000.00
Park Field Supplies	001-550-501-110	60,000.00	
Park Community Recreation	001-550-501-220	10,500.00	
Park Sports Program Supplies	001-550-501-415		30,000.00
Park Small Equipment	001-550-555-250	15,000.00	
Park Professional Services	001-550-600-300	10,000.00	
Park Contract Labor	001-550-600-320		40,000.00
Park Phones/Copier/Postage	001-550-600-330	13,000.00	
Park Equipment Repair & Maint	001-550-600-370	10,000.00	
Park Training / Travel	001-550-610-350	1,500.00	
NRPA Grant Professional Services	001-552-600-568	14,950.00	
Contingency	001-900-990-998		125,429.00
Totals		\$ 817,358.00	\$ 817,358.00



**Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
1 Electric Sales	39,745,000	(1,000,000)	38,745,000
2 Forfeited Customer Discounts	200,000		200,000
3 Misc. Service Revenue	250,000		250,000
4 Interest Income	100,000	(50,000)	50,000
5 Rent from Electric Property	315,000		315,000
6 Water Sewer Reimbursement	800,000	50,000	850,000
7 Sanitation Reimbursement	75,000		75,000
8 City Reimbursement for Lights	12,000		12,000
Other Revenue	1,752,000	-	1,752,000
Total Revenue	41,497,000	(1,000,000)	40,497,000
<u>Expenses</u>			
9 Purchased Power Expense	31,850,000	(1,800,000)	30,050,000
<u>Payroll Expenses</u>			
10 Employee Salaries	1,770,000		1,770,000
11 Employee Overtime	80,000		80,000
12 Employer Contributions - State Retirement	321,900		321,900
13 Employer Contributions - Social Security	141,525		141,525
14 Employer Contributions - Group Insurance	170,000	5,000	175,000
15 Payroll Expense from Other Departments	55,000		55,000
Total Payroll Expenses	2,538,425	5,000	2,543,425
<u>Operating Expenses</u>			
16 City Administrative Cost Reimbursement	125,000		125,000
17 Billing Services	325,000		325,000
18 Insurance	220,000		220,000
19 Communications	95,000		95,000
20 Travel and Training	45,000		45,000
21 Dues	50,000		50,000
22 Office Supplies	40,000	10,000	50,000
23 Safety Supplies	25,000		25,000
24 Uniforms	30,000		30,000
25 Audit	20,000		20,000
26 Collection Fees	12,000	3,000	15,000
27 Advertising	6,000		6,000
28 Utilities	10,000		10,000
29 Rent	12,500		12,500
30 Postage	8,000		8,000
Total Operating Expenses	1,023,500	13,000	1,036,500



**Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
31 Auto Repair Parts & Supplies	210,000		210,000
32 Expensed Materials & Supplies	265,000		265,000
33 Substation Repairs & Supplies	75,000		75,000
34 Row Clearing	340,000	30,000	370,000
35 Contract Services	325,000	75,000	400,000
37 General Maintenance	50,000		50,000
38 Building Maintenance	40,500	9,500	50,000
Total Maintenance Expenses	1,305,500	114,500	1,420,000
<u>Capital Expense</u>			
50 Capitalized Materials & Supplies	1,000,000		1,000,000
51 Capitalized Contract Services	100,000		100,000
52 Asset Purchases - Building & Grounds	2,025,000		2,025,000
53 Asset Purchases - Equipment & Vehicles	520,000		520,000
54 Capital Projects & Construction	1,381,000		1,381,000
Total Capital Expenses	5,026,000	-	5,026,000
<u>Debt Expenses</u>			
60 Interest Expense on LTD	178,463	80,196	258,659
61 Principal Paid on LTD	945,000		945,000
Total Debt Expenses	1,123,463	80,196	1,203,659
62 Tax Equivalency	1,365,000		1,365,000
Total Expenses	44,231,888	(1,587,304)	42,644,584
Total Revenue Over Expenses	(2,734,888)	587,304	(2,147,584)
<u>54 Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>			
Capital Projects - Substation	3,482,330		3,482,330
Capital Projects - Distribution	300,000		300,000
Capital Projects - Traffic Signals	80,000		80,000
Capital Projects - Special Projects	100,000		100,000
Total	3,962,330	-	3,962,330
Less: Bond Proceeds Funding Capital Projects	(2,581,330)		(2,581,330)
54 Net Capital Expense Funding from Long-Term Debt	1,381,000	-	1,381,000



**Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Amendment**

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
1	Water Sales Revenue	\$ 4,000,000		\$ 4,000,000
2	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	\$ 7,500,000	\$ -	\$ 7,500,000
3	Forfeited Customer Discounts	120,000		120,000
4	Misc. Service Revenue	25,000	20,000	45,000
5	Interest Income	50,000	(35,000)	15,000
6	Tap Fees	150,000		150,000
7	Tower Lease	345,000		345,000
8	MSU Wastewater Treatment Income	180,000	917,542	1,097,542
9	Wastewater Revenue	20,000	(10,000)	10,000
10	Federal & State Grant Revenue	1,451,160		1,451,160
	Total Other Revenue	\$ 2,341,160	\$ 892,542	\$ 3,233,702
	Total Revenue	\$ 9,841,160	\$ 892,542	\$ 10,733,702
<u>Expenses</u>				
<u>Payroll Expenses</u>				
11	Employee Wages	\$ 1,070,000		\$ 1,070,000
12	Employee Overtime	120,000		120,000
13	Employer Contribution - Retirement	207,060		207,060
14	Employer Contribution - Social Security	91,035		91,035
15	Employer Contribution - Insurance	138,000		138,000
16	Salaries Expense to Other Depts	450,000	50,000	500,000
	Total Payroll Expenses	\$ 2,076,095	\$ 50,000	\$ 2,126,095
<u>Operating Expenses</u>				
17	City Administrative Costs	\$ 75,000		\$ 75,000
18	Rental Allocation to Electric Dept	160,000		160,000
19	Billing Services	150,000		150,000
20	Insurance	70,000		70,000
21	Communications	60,000		60,000
22	Travel & Training	10,000		10,000
23	Dues	3,000		3,000
24	Office Supplies	20,000		20,000
25	Uniforms	20,000		20,000
26	Advertising	2,000		2,000
27	Utilities	780,000	20,000	800,000
28	Rent	7,500		7,500
29	Miscellaneous Expense	10,000		10,000
	Total Operating Expenses	\$ 1,367,500	\$ 20,000	\$ 1,387,500



**Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Amendment**

		Current Budget	Amendments	Amended Budget
	<u>Maintenance Expense</u>			
30	Supplies & Small Tools	\$ 700,000		\$ 700,000
31	Gas & Oil Expense	60,000		60,000
34	Chemicals	120,000		120,000
35	Contract Services	215,000		215,000
39	Water Quality Analysis	50,000		50,000
40	Tank & Well Maintenance	100,000		100,000
41	Repairs & Maintenance - Infrastructure	300,000	100,000	400,000
42	Repairs & Maintenance - Shop	100,000		100,000
43	Repairs & Maintenance - Equipment	200,000	100,000	300,000
44	MSU Pump Operations & Maintenance	145,000	612,915	757,915
45	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	\$ 2,030,000	\$ 812,915	\$ 2,842,915
	<u>Capital Expense</u>			
50	Infrastructure Improvements	\$ 2,740,000		\$ 2,740,000
51	Asset Purchases - Building & Grounds	25,000		25,000
52	Asset Purchases - Equipment & Vehicles	80,000		80,000
	Total Capital Expenses	\$ 2,845,000	\$ -	\$ 2,845,000
	<u>Debt Expenses</u>			
60	Interest Expense on LTD	\$ 445,363		\$ 445,363
61	Principal Paid on LTD	1,051,525		1,051,525
	Total Debt Expenses	\$ 1,496,888	\$ -	\$ 1,496,888
	Total Expenses	\$ 9,815,483	\$ 882,915	\$ 10,698,398
	Total Revenues Over Expenses	\$ 25,677	\$ 9,627	\$ 35,304
	<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>			
50A	Wastewater Biosolids Project	\$ 4,000,000		\$ 4,000,000
50B	SCADA Wastewater Upgrades	350,000		350,000
50C	Green Oaks Water & Sewer Replacement	1,500,000		1,500,000
50D	Trim Cane Lift Station Rehab	445,000		445,000
50E	Babylon Road Sewer Rehab	620,000		620,000
50F	Rolling Hills Sewer Rehab	100,000		100,000
50R	Major Construction and Rehab Work	825,000		825,000
	Total	\$ 7,840,000	\$ -	\$ 7,840,000
	Less: Debt Funding Capital Projects	(5,100,000)		(5,100,000)
	Capital Expense Net of Long-Term Debt	\$ 2,740,000	\$ -	\$ 2,740,000

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 15, 2020
Page: 1

SUBJECT:

Request authorization to hire William “Ryan” Mott, Anna Beth Robertson, and Sarah E. Thompson, as Entry Level Firefighters in the Starkville Fire Department and to retain the candidates from the selection process held on December 7, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days.

AMOUNT & SOURCE OF FUNDING:

William “Ryan” Mott - Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

Anna Beth Robertson - Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

Sarah E. Thompson - Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These positions are replacing Austin Spears, Hunter McBride and Eric Rogers who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR’S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire William “Ryan” Mott, Anna Beth Robertson, and Sarah E. Thompson, as Entry Level Firefighters in the Starkville Fire Department and to retain the candidates from the selection process held on December 7, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 15, 2020

Page: 1

SUBJECT:

Request authorization to hire Miguel Graham as a Certified Police Officer in the Starkville Police Department and Jacob Barksdale and Jorge Manjarrez as an Entry Level Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

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

Jacob Barksdale - non-exempt salary for Entry Level Police Officers \$36,335 (\$16.25 per hour) based on 2236 hours per year.

Jorge Manjarrez - non-exempt salary for Entry Level Police Officers \$36,335 (\$16.25 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Eli Barksdale, Johnathan Luttrell, and 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 Miguel Graham as a Certified Police Officer in the Starkville Police Department and Jacob Barksdale and Jorge Manjarrez as an Entry Level Police Officers in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 15, 2020

Page: 1

SUBJECT:

Request authorization to hire Justin Maynard and Sarah Perez as Code Enforcement Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Justin Maynard - non-exempt salary of \$34,320 (\$16.50 per hour) based on 2080 hours per year.

Sarah Perez - non-exempt salary of \$34,320 (\$16.50 per hour) based on 2080 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

Justin Maynard will be replacing an employee while they are out on medical leave. This position will be full-time temporary and will continue as needed.

Sarah Perez is replacing Lyle McCaskey, who was promoted to the Community Development Administrator in the Community Development Department.

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 Justin Maynard and Sarah Perez as Code Enforcement Officers in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 15, 2020

Page: 1

SUBJECT:

Request authorization to hire Bobby Bardwell as a Maintenance Worker in the Street Department.

AMOUNT & SOURCE OF FUNDING:

Non Exempt Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours per year.

AUTHORIZATION HISTORY:

This position was previously held by Jason Sharp who resigned. This position requires employees to have their work keys and CDL Class A license within one year of hire.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Bobby Bardwell as a Maintenance Worker in the Street Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 15, 2020

Page: 1

SUBJECT:

Request authorization to hire Christopher Reed as a Auto Technician for the Utilities and Street Department.

AMOUNT & SOURCE OF FUNDING:

Non Exempt Salary of \$39,520 (\$19.00 per hour) based on 2080 hours per year. This is a shared position with the Utilities and Street Department. Starkville Utilities pays 60% and the Street Department pays 40%.

AUTHORIZATION HISTORY:

This position was previously held by Latoya Brown who resigned.

REQUESTING DEPARTMENT:

Utilities and Street Department.

DIRECTOR'S AUTHORIZATION:

Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Christopher Reed as a Auto Technician for the Utilities and Street Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 12/15/2020
PAGE: 1 of 1**

SUBJECT: Request approval of service order with CSpire for fiber internet service for Cornerstone Park at state contract pricing.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from the Cornerstone Park budget.

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This fiber internet connection will serve Cornerstone Park for the purposes of internet, phones, security cameras and systems, etc.

STAFF RECOMMENDATION: Staff recommends approval.



Service Order Form

BILLING INFORMATION		
Customer Name		Sales Representative
CITY OF STARKVILLE		Jud Nowell
Billing Address		Tax ID
110 W MAIN ST		646001082
City, State	Zip Code	Billing Contact Phone
STARKVILLE, MS	397592823	6623234813
Billing Contact Name		Billing Contact E-mail
Joel Clements, Jr.		joel.clements@cityofstarkville.com
Technical Contact		Technical Contact Phone
Joel Clements, Jr.		6623234813
Technical Contact Email		
joel.clements@cityofstarkville.com		

Customer acknowledges that it is purchasing or changing the products and services listed on Exhibit A under that certain State of MS Contract No: 5000 and that the terms and conditions of such contract shall apply hereto.

Client Authorized Signature	Date
Client Name	Client Title

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Exhibit A – Product and Services

Multi-Site Network					
Locations	Network Layer	Bandwidth	Service Type	Monthly	Upfront
Cornerstone - Maintenance Building: Bluefield Road, Starkville, MS, 39759 (City Limits: Yes)	VPRN (layer 3)	250 Mbps x 250 Mbps	New	\$300.00	\$0.00
Cornerstone - Quad 1: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	\$150.00	\$0.00
Cornerstone - Quad 2: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	\$150.00	\$0.00
Cornerstone - Quad 3: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	\$150.00	\$0.00
Totals:				\$750.00	\$0.00

Cornerstone - Maintenance Building: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Administration Training	Administration Training	New	1	0	\$0.00	\$0.00
State Contract Raw Internet	Internet - No Transport Speed: 250 Mbps	New	250	0.5	\$125.00	\$0.00
State Contract Ethernet Circuit	State Contract Ethernet Circuit 250 Mbps x 250 Mbps Managed / Z Location: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759	New	1	345	\$345.00	\$0.00
Location Totals:					\$470.00	\$0.00

Summary		
Location		Total
		Upfront
33.433518, -88.858143 Bluefield Road, Starkville, MS 39759		\$150.00
33.433733, -88.860267 Bluefield Road, Starkville, MS 39759		\$150.00
33.43375, -88.862005 Bluefield Road, Starkville, MS 39759		\$300.00
33.434736, -88.857692 Bluefield Road, Starkville, MS 39759		\$150.00
Cornerstone - Maintenance Building: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759		\$470.00

All Locations Totals	Total Monthly	Total Upfront
	\$1,220.00	\$0.00



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: December 15, 2020

Page: 1

SUBJECT:

Recommendation from Design Team to award Cornerstone Phase 2 – Buildings to the lowest bidder, T&M Steel Erectors, Inc., in the amount of \$3,192,000. This award includes installation of pavilion and restrooms buildings/structures for the Cornerstone Project.

AMOUNT & SOURCE OF FUNDING:

Series 2020 Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT:

Starkville Parks and Recreation

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director Parks and Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director Parks and Recreation

SUGGESTED MOTION

Move approval to authorize T&M Steel Erectors, Inc the phase 2 contract in the amount of \$3,192,000. This award includes installation of pavilion and restrooms buildings/structures for the Cornerstone Project.

CERTIFIED BID TABULATION FORM

Page 1 of 1

Project # 1926	Bid Date: November 6, 2020	Time: 2:00 PM
Project Title: Cornerstone Park – Phase 2		
Institution/Agency: The City of Starkville		
Professional: Shafer-Zahner-Zahner, PLLC		

Contractors

T & M Steel Erectors, Inc.
 Certificate of Responsibility # 05598-MC
 5% Bid Security: North American Specialty Insurance
 Addenda Received: (#1) (#2) (#) (#) (#) (#)
 Days: 280

Amason & Associates, Inc.
 Certificate of Responsibility # 13249 -MC
 5% Bid Security: Liberty Mutual Insurance
 Addenda Received: (#1) (#2) (#) (#) (#) (#)
 Days: 280 * Deduct \$6,200.00 from Base Bid per outside of envelope. Number listed reflects deduct.

Flagstar Construction Company, Inc.
 Certificate of Responsibility # 10817-MC
 5% Bid Security: Arch Insurance Company
 Addenda Received: (#1) (#2) (#) (#) (#) (#)
 Days: 280

Ralph McKnight & Son Construction, Inc.
 Certificate of Responsibility # 02879-MC
 5% Bid Security: Arch Insurance Company
 Addenda Received: (#1) (#2) (#) (#) (#) (#)
 Days: 280

Certificate of Responsibility # _____
 5% Bid Security: _____
 Addenda Received: (#) (#) (#) (#) (#) (#)
 Days: _____

Certificate of Responsibility # _____
 5% Bid Security: _____
 Addenda Received: (#) (#) (#) (#) (#) (#)
 Days: _____

I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (having checked the Contractor's name and certificate number with the Contractor's Board at www.msbec.state.ms.us).



 (Authorized Signature)

November 6, 2020 (Date)

Base Bid

\$ 2,510,000.00
 CR Expires: 07/10/2021
 Mechanical: McLain 03556 MC
 Plumbing: McLain
 Electrical: EDC Doss 19584-M

\$ 2,640,800.00 *
 CR Expires: 10/26/2021
 Mechanical: McLain 03556-MC
 Plumbing: McLain 03556-MC
 Electrical: EDC Doss 19584-MC

\$ 2,868,900.00
 CR Expires: 04/13/2021
 Mechanical: McLain 03556-MC
 Plumbing: McLain 03556-MC
 Electrical: EDC Doss 19584-MC

\$ 3,160,000.00
 CR Expires: 04/08/2021
 Mechanical: McClain 03556-MC
 Plumbing: McClain 03556-MC
 Electrical: Doss 19584-MC

\$ _____
 CR Expires: _____
 Mechanical: _____
 Plumbing: _____
 Electrical: _____

\$ _____
 CR Expires: _____
 Mechanical: _____
 Plumbing: _____
 Electrical: _____

Alternates

±

1.	<u>341,000.00</u>	(+)
2.	<u>341,000.00</u>	(+)
3.	<u>68,700.00</u>	(+)
4.	<u>N/A</u>	()
5.	<u>N/A</u>	()

±

1.	<u>306,000.00</u>	(+)
2.	<u>306,000.00</u>	(+)
3.	<u>65,500.00</u>	(+)
4.	<u>N/A</u>	()
5.	<u>N/A</u>	()

±

1.	<u>388,400.00</u>	(+)
2.	<u>388,400.00</u>	(+)
3.	<u>67,700.00</u>	(+)
4.	<u>N/A</u>	()
5.	<u>N/A</u>	()

±

1.	<u>372,000.00</u>	(+)
2.	<u>372,000.00</u>	(+)
3.	<u>72,000.00</u>	(+)
4.	<u>N/A</u>	()
5.	<u>N/A</u>	()

±

1.	_____	()
2.	_____	()
3.	_____	()
4.	_____	()
5.	_____	()

±

1.	_____	()
2.	_____	()
3.	_____	()
4.	_____	()
5.	_____	()

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirteenth day of November in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Starkville
110 W Main Street
Starkville, MS 39759
Telephone Number: 662-323-2525 - extn 3100

and the Contractor:
(Name, legal status, address and other information)

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702
Telephone Number: 662-328-2860
Fax Number: 662-328-2889

for the following Project:
(Name, location and detailed description)

Cornerstone Park – Phase 2
Starkville, MS

The Architect:
(Name, legal status, address and other information)

Shafer-Zahner-Zahner, PLLC
510 University Drive
Starkville, MS 39759
Telephone Number: 662-323-1628

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Two Hundred Eighty (280) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million One Hundred Ninety-two Thousand Dollars and Zero Cents (\$ 3,192,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1: Restroom Building Quad A	\$341,000.00
Additive Alternate #2: Restroom Building Quad C	\$341,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Section 23 05 93 - Testing and Balancing	\$6,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$250.00 per calendar day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than Forty-five (45) days after receipt pursuant to Miss. Code Ann. 31-7-305. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after receipt pursuant to Miss. Code Ann. 31-7-305.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(Paragraphs Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs Deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Lynn Spruill, Mayor
City of Starkville
110 W Main Street
Starkville, MS 39759
Telephone Number: 662-323-2525 - extn 3100

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702
Telephone Number: 662-328-2860
Fax Number: 662-328-2889

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: N/A
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Drawing Index	CORNERSTONE PARK - PHASE 2	September 22, 2020

.6 Specifications

Section	Title	Date	Pages
Project Manual Table of Contents	Cornerstone Park - Phase 2	September 22, 2020	1-715

.7 Addenda, if any:

Number	Date	Pages
1	October 30, 2020	11 (8 1/2" x 11") sheets
2	November 3, 2020	15 (8 1/2" x 11") sheets and 31 (24x36) sheets

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Drawing Index
2. Project Manual Table of Contents

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Lynn Spruill, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:26:14 CT on 12/09/2020.

PAGE 1

AGREEMENT made as of the Thirteenth day of November in the year Two Thousand Twenty

...

City of Starkville
110 W Main Street
Starkville, MS 39759
Telephone Number: 662-323-2525 - extn 3100

...

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702
Telephone Number: 662-328-2860
Fax Number: 662-328-2889

...

Cornerstone Park – Phase 2
Starkville, MS

...

Shafer-Zahner-Zahner, PLLC
510 University Drive
Starkville, MS 39759
Telephone Number: 662-323-1628

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] Not later than Two Hundred Eighty (280) calendar days from the date of commencement of the Work.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million One Hundred Ninety-two Thousand Dollars and Zero Cents (\$ 3,192,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Additive Alternate #1: Restroom \$341,000.00

Building Quad A

Additive Alternate #2: Restroom \$341,000.00

Building Quad C

...

N/A

N/A

N/A

...

Section 23 05 93 - Testing and Balancing \$6,000.00

...

N/A

N/A

N/A

...

\$250.00 per calendar day.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month.~~ Forty-five (45) days after receipt pursuant to Miss. Code Ann. 31-7-305. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment receipt pursuant to Miss. Code Ann. 31-7-305.

PAGE 5

5%

...

N/A

...

N/A

...

N/A

...

§ 5.3 Interest

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

...

(Insert rate of interest agreed upon, if any.)

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

...

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

...

Lynn Spruill, Mayor
City of Starkville
110 W Main Street
Starkville, MS 39759
Telephone Number: 662-323-2525 - extn 3100

...

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702
Telephone Number: 662-328-2860
Fax Number: 662-328-2889

PAGE 7

N/A

...

- 4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: N/A

...

Drawing Index

CORNERSTONE
PARK - PHASE 2

September 22, 2020

...

Project Manual Table of Contents

Cornerstone Park -
Phase 2

September 22, 1-715
2020

...

1
2

October 30, 2020
November 3, 2020

11 (8 1/2" x 11") sheets
15 (8 1/2" x 11") sheets and 31
(24x36) sheets

PAGE 8

1. Drawing Index

...

2. Project Manual Table of Contents

...

Lynn Spruill, Mayor

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Shafer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:26:14 CT on 12/09/2020 under Order No. 4829539269 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 13th day of November in the year 2020
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Cornerstone Park – Phase 2
Starkville, MS

THE OWNER:
(Name, legal status and address)

City of Starkville
110 W Main Street
Starkville, MS 39759

THE CONTRACTOR:
(Name, legal status and address)

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and One Million Dollars (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

(Paragraph deleted)

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Must be equal to Value of Work

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☒ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form. Must be equal to the Value of Materials.
- ☒ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment. Must be equal to Value of Equipment.

- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Init.

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User Notes:

(1428903011)

(Specify type and penal sum of bonds.)

	Type	Penal Sum (\$0.00)
	Payment Bond	\$3,192,000.00
	Performance Bond	\$3,192,000.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

/

Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:35:48 CT on 12/09/2020.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 13th day of November in the year 2020

...

Cornerstone Park – Phase 2
Starkville, MS

...

City of Starkville
110 W Main Street
Starkville, MS 39759

...

T & M Steel Erectors, Inc.
215 Conway Drive
Columbus, MS 39702

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ARTICLE A.2 — OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance

shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ **§ A.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction,

repair, replacement or use of the Project.

☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and One Million Dollars (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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[☒] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Must be equal to Value of Work

...

[☒] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form. Must be equal to the Value of Materials.

[☒] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment. Must be equal to Value of Equipment.

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Payment Bond	<u>\$3,192,000.00</u>
Performance Bond	<u>\$3,192,000.00</u>



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cornerstone Park – Phase 2
Starkville, MS

THE OWNER:

(Name, legal status and address)

City of Starkville
110 W Main Street
Starkville, MS 39759

THE ARCHITECT:

(Name, legal status and address)

Shafer-Zahner-Zahner, PLLC
510 University Drive
Starkville, MS 39759

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Shafer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 07:32:16 CT on 12/08/2020 under Order No. 4829539269 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: December 15, 2020

PAGE: Page 1 of 55

SUBJECT:

Consideration of a resolution under Miss. Code Ann. § 21-19-11 to adjudicate the cost of cleaning property, imposing a penalty and lien of the same against property.

SUMMARY:

The City of Starkville ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code to clean up property within the City, under circumstances which create a menace to the public health, safety and welfare of the community, and performed such cleanup activities through public hearings.

According to Section 21-19-11 of the Mississippi Code, the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Mark Ballard, Police Chief

FOR MORE INFORMATION, CONTACT:

Sgt. Brooke Carpenter @ 662-769-4426; or,
Simon Kim, Community Development Director @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of the resolution under Miss. Code Ann. § 21-19-11 to adjudicate the cost of cleaning property, imposing a penalty and lien of the same against property.

RESOLUTION NO.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI, ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY
AND IMPOSING LIEN OF THE SAME AGAINST PROPERTY**

WHEREAS, the City of Starkville ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code to clean up property within the City, under circumstances which create a menace to the public health, safety and welfare of the community;

WHEREAS, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health, safety and welfare of the community, and ordered the clean-up of the properties;

WHEREAS, the clean-up of the properties has been undertaken and completed;

WHEREAS, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A;

WHEREAS, the Mayor and Board of Aldermen are desirous of imposing a penalty not to exceed Fifty percent (50%) of the actual cost, as attached hereto as Exhibit A; and,

WHEREAS, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against the property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

NOW, THEREFORE, be It Resolved by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

Section 1. The actual cost of the clean-up of properties listed in Exhibit A be assessed to the property and the same is hereby determined to be as set forth in Exhibit A attached hereto.

Section 2. A penalty listed in Exhibit A is hereby imposed against each parcel in addition to the actual cost of the property clean-up.

Section 3. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.

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

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

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

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT "A"

Properties	PID	Violation	Asbestos Inspection	Asbestos Removal	Clean-Up Cost	Actual Cost (subtotal)	Imposed Penalty (50% of the Actual Cost)	Actual Cost + Imposed Penalty
109 Beattie Street (Roosevelt Taylor Sr. Drive)	118O-00-250.00	Dilapidated Structure	\$450.00*	\$900.00	\$400.00	\$1,750.00	\$875.00	\$2,625.00
202 McKinley Street	102B-00-026.00	Dilapidated Structure	\$28.00**	\$0.00***	\$400.00	\$428.00	\$214.00	\$642.00
307 West Main Street	118O-00-338.00	Overgrown Lot	\$0.00	\$0.00	\$631.78	\$631.78	\$315.89	\$947.67
108 Tanglewood Drive	117E-00-053.00	Overgrown Lot	\$0.00	\$0.00	\$2,041.36	\$2,041.36	\$1,020.68	\$3,062.04
203 McKinley Street	102B-00-037.00	Overgrown Lot	\$0.00	\$0.00	\$3,501.19	\$3,501.19	\$1,750.60	\$5,251.79
TOTAL						\$8,352.33		\$12,528.50

* The EAC Environmental performed the inspection.

** The Fire Marshal acquired a certificate of asbestos inspection and performed the inspection.

*** No asbestos found.

BOARD BUSINESS:

Consideration of a resolution under Miss. Code Ann. § 21-19-11 to adjudicate the cost of cleaning property, imposing a penalty and lien of the same against property.

The Legal Base

- The City of Starkville has the authority, pursuant to Section 21-19-11 of the Mississippi Code to clean up property within the City, under circumstances which create a menace to the public health, safety and welfare of the community, and performed such cleanup activities through public hearings.
- According to Section 21-19-11 of the Mississippi Code, the cost and any penalty may become **a civil debt** against the property owner, and/or, at the option of the governing authority, **an assessment** against the property.

Site Location



The Actual Cost and Imposed Penalty

Properties	PID	Violation	Asbestos Inspection	Asbestos Removal	Clean-Up Cost	Actual Cost (subtotal)	Imposed Penalty (50% of the Actual Cost)	Actual Cost + Imposed Penalty
109 Beattie Street (Roosevelt Taylor Sr. Drive)	118O-00-250.00	Dilapidated Structure	\$450.00*	\$900.00	\$400.00	\$1,750.00	\$875.00	\$2,625.00
202 McKinley Street	102B-00-026.00	Dilapidated Structure	\$28.00**	\$0.00***	\$400.00	\$428.00	\$214.00	\$642.00
307 West Main Street	118O-00-338.00	Overgrown Lot	\$0.00	\$0.00	\$631.78	\$631.78	\$315.89	\$947.67
108 Tanglewood Drive	117E-00-053.00	Overgrown Lot	\$0.00	\$0.00	\$2,041.36	\$2,041.36	\$1,020.68	\$3,062.04
203 McKinley Street	102B-00-037.00	Overgrown Lot	\$0.00	\$0.00	\$3,501.19	\$3,501.19	\$1,750.60	\$5,251.79
TOTAL						\$8,352.33		\$12,528.50

* The EAC Environmental performed the inspection.

** The Fire Marshal acquired a certificate of asbestos inspection and performed the inspection.

*** No asbestos found.

109 Beattie Street



Before



After

202 McKinley Street



Before



After

307 W. Main Street



Before



After

108 Tanglewood Drive



Before



After



203 McKinley Street



Before



After

Suggested Motion

- Move approval of the resolution under Miss. Code Ann. § 21-19-11 to adjudicate the cost of cleaning property, imposing a penalty and lien of the same against property.



Invoice

Date: 11/23/2020
Receipt # 251

Sold To Lesa Hardin
CAO/City Clerk
110 West Main St.
Starkville, MS 39759
662-323-2525

* 203 McKinley Street, Starkville, MS 39759

Qty	Item #	Description	Unit Price	Discount	Line Total
6 hrs.	1	Tractor Driver (Foremen)	19.50		117.00
1	2	Fuel	50.00		50.00
6 hrs.	3	Labor Worker	13.00		78.00
6 hrs.	4	Lead Foreman	23.32		139.92
			Total		\$384.92

Calvin Ware
Calvin Ware, ES Director

11-23-2020
Date



Invoice

Date: 11/20/2020

Receipt # 250

Sold To Lesa Hardin
CAO/City Clerk
110 West Main St.
Starkville, MS 39759
662-323-2525

*108 Tanglewood Street, Starkville, MS 39759

Qty	Item #	Description	Unit Price	Discount	Line Total
6 hrs.	1	Tractor Driver (Foremen)	19.50		117.00
1	2	Fuel	50.00		50.00
6 hrs.	3	Labor Worker	13.00		78.00
6 hrs.	4	Lead Foreman	23.32		139.92
			Total		\$384.92

Calvin Ware
Calvin Ware, ES Director

11-23-2020
Date

CODE CLEAN UP

108 Tanglewood

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Tony Sykes	\$35.00	5.5	\$ 192.50	F750 Dump Truck (702)	\$ 72.05	5.5	\$ 396.28
Victor Johnson	\$31.45	5.5	\$ 172.98	Chain Saw	\$ 2.77	5.5	\$ 15.24
Calvin Bell	\$29.00	5.5	\$ 159.50	Chain Saw, Pole	\$ 2.10	5.5	\$ 11.55
Clayton Perkins	\$28.07	5.5	\$ 154.39	F350 Pick-up (704)	\$ 17.91	5.5	\$ 98.51
				F350 Pick-up (703)	\$ 17.91	5.5	\$ 98.51
				3500 Dodge Dump (75)	\$ 17.91	5.5	\$ 98.51
				Kubota Excavator	\$ 18.97	5.5	\$ 104.34
TOTAL:	\$123.52	22	\$ 679.36	TOTAL:			\$ 822.91
DISPOSAL FEE:	\$ 154.17						
MAIN TOTAL:	\$ 1,656.44						

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Mark McCurdy
Starkville Fire Department
503 E Lampkin St
Starkville, MS 39759

Customer Project:

202 McKinley

CA Labs Project #:
CBR20083888

Phone # 662-323-2962
Fax #

Turnaround Time: 5 day

Date: 8/29/2020

Samples Received: 8/27/2020

Date Of Sampling: 8/24/2020

Purchase Order #: H-18430

Sample #	Com ment	Layer #	Analysts Physical Subsample	Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1		1-1	White Textured Surfacing		Y	None Detected	2% ce 2% fg	96% qu, ve, bi, ca
2		2-1	Black Shingle with Gray Gravel		Y	None Detected	10% fg	90% qu, bi
3		3-1	Tan Fibrous Insulation		Y	None Detected	100% fg	
4	10	4-1	Tan Floor Tile		Y	None Detected		100% qu, ca
		4-2	Brown Mastic		Y	None Detected	5% ce	95% qu, bi

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Chris Williams
Analyst

Senior Analyst
Alicia Stretz

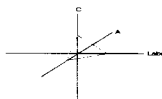
Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Overview of Project Sample Material Containing Asbestos

Customer Project: 202 McKinley **CA Labs Project #:** CBR20083888

Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
----------	---------	----------	-----------------------------------	--	--

No Asbestos Detected.

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastonite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Starkville Fire Department

503 E Lampkin St
Starkville, MS 39759

Attn: Mark McCurdy

Customer Project: 202 McKinley
Reference #: CBR20083888

Date: 8/29/2020

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as <=1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

CA LABS

CA Labs, LLC

Phone: 225-751-5632

12232 Industriplex Blvd Suite 31/32

Fax: 225-751-5634

Baton Rouge, LA 70809 Mobile: 225-993-3471

Chain of Custody

CA Labs job#: CBR

20083888

CA Labs Client Name: Mark McCurdy

Billing Address: _____

Client Address: 503 E. Lampkin St.
Starkville MS. 39759

(If Different) _____

Phone Number: 662-323-2962Send Reports to (email address): mmccurdy@cityofstarkville.org

Fax Number: _____

PO# H-18430Project Name: 202 McKinleyContact: Mark McCurdy

Project Number: _____

Results Reported Via: Email ☒ Fax _____ Verbal _____

Total # Samples Submitted:

4

Total # Samples to be Analyzed:

4

Material Matrix:

Air/Bulk/Wipe

Circle analysis and TA time:

Please call ahead for availability of all rush/afterhours samples.

TEM:	AHERA	EPA Level II	Wipe	Micro-Vac	NIOSH 7402	Chatfield Bulk	Amphibole Separation
TAT	4 hour	8 hour	24 hour	2 day	3 day	5 day	
PLM:	AHERA	400 Point Counts	1000 Point Counts	Gravimetric Point Count			
TAT	2 hour	4 hour	8 hour	24 hour	2 day	3 day	5 day

Optical/IAQ:	Allergen: Tape/Bulk/Swab	Air-O-Cell	PCM	PCM (TWA)			
TAT	2 hour	4 hour	8 hour	24 hour	2 day	3 day	5 day

Lead:	Paint Chips	Soil	Wipes	Air	TCLP		
TAT	4 hour	8 hour	24 hour	2 day	3 day	5 day	

Other analysis not listed: _____

TAT: _____

Sample Information: _____

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume(L)
#1	Popcorn Ceiling	8-24-20	
#2	Roof Shingles	8-24-20	
#3	Wall Insulation	8-24-20	
#4	Floor Tile	8-24-20	

Custody Information:

Samples relinquished: MSM 8-25-20 1530

Signature/Date/Time

Samples received: Jennifer Waters

Signature/Date/Time

Samples relinquished: _____

Signature/Date/Time

Samples received: _____

Signature/Date/Time

CA Labs

12232 Industriplex Blvd, Ste 32
Baton Rouge, LA 70809 US
225-751-5632
calabsbr@calabsinc.com

Invoice

BILL TO
Starkville Fire Department
503 E Lampkin St
Starkville, MS 39759

SHIP TO
Starkville Fire Department
503 E Lampkin St
Starkville, MS 39759

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
N20083888	08/29/2020	\$28.00	09/28/2020	Net 30	

P.O. NUMBER

H-18430

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PLM	5day-202 McKinley	4	7.00	28.00
BALANCE DUE				\$28.00

CODE CLEAN UP

McKinley

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Tony Sykes	\$35.00	5.5	\$ 192.50	F750 Dump Truck (702)	\$ 72.05	5.5	\$ 396.28
Victor Johnson	\$31.45	5.5	\$ 172.98	Chain Saw	\$ 2.77	5.5	\$ 15.24
Calvin Bell	\$29.00	5.5	\$ 159.50	Chain Saw, Pole	\$ 2.10	5.5	\$ 11.55
Clayton Perkins	\$28.07	5.5	\$ 154.39	F350 Pick-up (704)	\$ 17.91	5.5	\$ 98.51
				F350 Pick-up (703)	\$ 17.91	5.5	\$ 98.51
				3500 Dodge Dump (75)	\$ 17.91	5.5	\$ 98.51
				Kubota Excavator	\$ 18.97	5.5	\$ 104.34
				JCB Hydra-dig	\$ 75.00	5.5	\$ 412.50
TOTAL:	\$123.52	22	\$ 679.36	TOTAL:			\$ 1,235.41
DISPOSAL FEE:	\$ 1,201.50						
MAIN TOTAL:	\$ 3,116.27						

City of Starkville

Sanitation & Environmental Services

506 Dr. DL Conner Drive
Starkville, MS 39759
662-323-2652 |

INVOICE

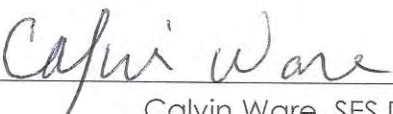
INVOICE # 1001
DATE 8/21/2020

CITY OF STARKVILLE

Lesa Hardin
City Clerk
110 West Main Street
Starkville, MS 39759
662-323-2525

FOR Bush Hog Lot

Description	Amount
Bush Hog Lot at 307 West Main Street	
Labor: Two Hours	
Foreman \$ 22.00 @ 2 hrs.	\$44.00
Maintenance Worker 2 \$11.50 @ 2 hrs.	\$23.00
Use of Equipment 5610 New Holland Tractor Bush Hog	\$100.00
Gas	\$18.18
Total	\$185.18


Calvin Ware, SES Director

8-24-2020
Date

THANK YOU FOR YOUR BUSINESS!



Invoice

Date: 12/2/2020

Receipt # 253

Sold To Lesa Hardin
CAO/City Clerk
110 West Main St.
Starkville, MS 39759
662-323-2525

*307 West Main Street, Starkville, MS 39759 Maintain Lot for September & October 2020

Qty	Item #	Description	Unit Price	Discount	Line Total
5 hrs.	1	Tractor Driver	13.00		65.00
1	2	Fuel	200.00		200.00
5 hrs.	3	Labor Worker	13.00		65.00
5 hrs.	4	Lead Foreman	23.32		116.60
			Total		\$446.60

Christopher Smiley

Christopher Smiley, Lead Foreman

12-2-20

Date



Sungman Kim <s.kim@cityofstarkville.org>

Cost for house burning.

1 message

Charles Yarbrough <c.yarbrough@cityofstarkville.org>

Tue, Dec 8, 2020 at 10:28 AM

To: Lynn Spruill <l.spruill@cityofstarkville.org>, Sungman Kim <s.kim@cityofstarkville.org>

After speaking with my Training Chief, we have decided to set the price of burning a structure at \$400.00. This price was based of manpower, fuel for the apparatus, fuel for igniting the structure, and maintenance on tools and equipment after the completion of the burn.

Thanks

Charles D. Yarbrough, MS, CFO, MEFO



"Be Still and Know That He is God"



Sungman Kim <s.kim@cityofstarkville.org>

RE: FW: Code Clean Up Charge 2020

1 message

Lesa Hardin <l.hardin@cityofstarkville.org>
To: Sungman Kim <s.kim@cityofstarkville.org>
Cc: Lynn Spruill <l.spruill@cityofstarkville.org>

Thu, Dec 3, 2020 at 10:21 AM

These need to be added together for a total per property:

Tanglewood - \$2,041.36

McKinley - \$3,501.19

3 attachments

Tanglewood and McKinley.pdf
414K



108 Tanglewood Code Clean up.xlsx
12K



McKinley Code Clean Up.xlsx
12K



EAC Environmental

ASBESTOS ABATEMENT PROPOSAL

October 11, 2019

Client:

Starkville Fire Department
Mark McCurdy

Remit To:

EAC Environmental
4546 Cal Steens Road
Caledonia, MS 39740

Project Site:

Vacant House
109 Beattie Street
Starkville, Mississippi

SCOPE of WORK

- ☐ Remove 9 windows containing asbestos sealant
- ☐ Properly Dispose of abated materials

*EAC proposes to furnish all labor, materials, and equipment for the removal of asbestos contaminated materials per scope of work. All work will be done in compliance with AHERA, EPA, MDEQ and OSHA rules, regulations and guidelines. The project will be completed in a timely manner by AHERA certified abatement technicians. All asbestos containing materials will be properly disposed in a NESHAP approved landfill.

Proposed Cost: \$900.00

Submitted By: Edward A. Clay

Accepted By: _____

Date: _____

EAC Environmental

Ed Clay 662-386-6386 EACEnvironmental@gmail.com
BB Vanlandingham 662-549-1777 FAX 662-356-0025



EAC Environmental

Asbestos Containing Material Survey

of

109 Beattie Street

Starkville, Mississippi



Prepared
for

Starkville Fire Department

October 11, 2019



EAC Environmental

October 11, 2019

Mr. Mark McCurdy,

EAC Environmental Services is pleased to submit the Asbestos Containing Building Materials Survey conducted on behalf of the vacant dwelling at 109 Beattie Street, Starkville, Mississippi. Suspect asbestos containing material samples were taken October 10, 2019. The lab results revealed 3% *Chrysotile Asbestos* present in the window sealant. According to MDEQ, this material will need to be removed by a licensed abatement contractor prior to demolition or burning of the structure.

Should you have any questions concerning this report or if we may be of any further assistance, please do not hesitate to contact us.

We appreciate the opportunity to be of service to you on this project and we look forward to our continued association.

Respectfully submitted,

EAC Environmental

Edward A. Clay 662-386-6386 • EACEnvironmental@gmail.com

BB Vanlandingham 662-549-1777 • FAX 662-356-0025

1.0 INTRODUCTION

1.1 General

In this report, we present the results of the asbestos containing building material evaluation performed on the vacant building previously used as a single-family dwelling in Starkville, Mississippi. We understand that the existing structure is slated for demolition soon.

1.2 Purpose and Scope

The purpose of this study was to perform an evaluation of the referenced structure for the presence of Asbestos Containing Building Material (ACBM).

The activities and procedures used to accomplish this task were as follows:

1. Review available information concerning the building, including the type and age of the original construction.
2. Walk-through and observe accessible areas within the building to identify, locate, and assess suspected ACBM.
3. Obtain samples of each suspected ACBM.
4. Analyze the collected samples using Polarized Light Microscopy (PLM) for the presence of asbestos fibers.
5. Prepare and submit a report of findings.

Full destructive observation and sampling procedures were generally not used in our evaluation of the structure.

2.0 BUILDING CHARACTERISTICS AND INFORMATION

2.1 General

The structure was built on a conventional foundation, with wooden siding, wooden framed windows and an asphalt shingled roof. The interior has wooden floors, paneled walls and drywall ceilings.

2.2 Mechanical Systems

N/A

2.3 Available Material Information

No plans, specifications, or other information concerning the original building construction and material types were available.

2.4 Building Use

The buildings were previously used as a single-family dwelling.

3.0 BUILDING INSPECTION

3.1 General

Three forms of asbestos containing materials are typically found in buildings (1) sprayed or troweled-on surfacing materials (2) insulation on pipes, boilers, and ducts (3) miscellaneous materials such as wall board, ceiling tiles, and floor tiles. A building walk-through inspection was conducted to identify these, and other materials present within the building which are typically suspected of containing asbestos.

3.2 Inspection Procedures

Our field inspection was performed by an Inspector accredited according to Federal Regulation 40 CFR, Part 763 of the *Asbestos Hazard Emergency Response Act* (AHERA), and the State of Mississippi. After a preliminary walk-through of the building, an inspection was conducted to evaluate the location and extent of the suspected asbestos containing materials. Once identified, these materials were categorized into homogeneous areas containing materials of the same type, age, visual appearance, texture, composition, etc. Random and in some cases, judgmental samples of each homogenous area of material were then collected. The physical condition and potential for disturbance and damage of each material was assessed.

In addition, a tactile inspection of materials was performed to evaluate friability. If the material, when dry, can be crushed, pulverized, or reduced to powder by hand pressure, it is considered friable.

3.3 Suspected Asbestos Containing Building Materials

Based on our visual survey of each structure, several homogeneous materials were identified as possibly containing asbestos and subsequently sampled. Detailed information concerning the approximate location, and description of the suspected asbestos containing materials are shown on the Suspect Asbestos Containing Material Overview Page.

4.0 LABORATORY ANALYSIS

The samples of suspected ACBM collected during the field inspection were transported with chain-of-custody documentation to CA Labs in Baton Rouge, Louisiana. CA Labs is a *National Voluntary Lab Accreditation Program* (NVLAP) accredited laboratory for bulk sample analysis. These samples were analyzed for the presence of asbestos fibers using Polarized Light Microscopy (PLM). The analyses were performed according to *Environmental Protection Agency* (EPA) Method 600/R-93/116, July 1993. A copy of the laboratory report for the suspect materials is enclosed.

5.0 FINDINGS

The laboratory test results indicated that asbestos fibers greater than 1% were detected in the following samples.

- # 2 White Window Sealant 3%
- # 3-1 White Textured Ceiling Surfacing 3%
(#3-1 Compositing W/ #3-2 Drywall = #3-3 <1%)

In accordance with the EPA and MDEQ Regulations, the window sealants require removal prior to demolition. (Sample #3 was negated by compositing the material with the drywall to which it is adhered.)

*In demolition situations, EAC removes and disposes of windows intact rather than remove the contaminated sealant by scraping.

SUSPECT ASBESTOS CONTAINING MATERIALS OVERVIEW

Sample #	Description	Location	Asbestos %	NESHAP Class
1	Black Shingle w/ Gray Gravel	Roof	None Detected	N/A
2	White Sealant	Window	3%	CAT1 NF
3-1	White Textured Surfacing	Ceiling	3%	Friable
3-2	Drywall w/ Paper	"	None Detected	N/A
3-3	Composite Layers 1&2	"	<1%	N/A
4-1	White Textured Surfacing	Ceiling	None Detected	N/A
4-2	White Drywall w/ Paper	"	"	"



Sample 2 - 3% Chrysotile

6.0 REGULATORY INFORMATION

There are numerous federal and state statutes, regulations, and rules which govern the abatement and disposal of Asbestos Containing Building Material (ACBM). In particular, the demolition of buildings containing ACBM is regulated under the *National Emission Standard for Hazardous Airborne Pollutants* (NESHAP) statute. The NESHAP regulations require notification to the controlling agency and removal of all *Regulated Asbestos Containing Materials* (RACM) prior to demolition. RACM is defined as (1) *Friable Asbestos* material, (2) *Category I Non-Friable (CAT I NF)* Asbestos Containing Material that has become friable, (3) *Category I Non-Friable (CAT I NF)* Asbestos Containing Material that will be or has been subjected to sanding, grinding, cutting, or abrading, or (4) *Category II Non-Friable (CAT II NF)* Asbestos Containing Material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of future demolition or renovation operations regulated by NESHAP.

When asbestos containing materials are present, we strongly recommend that you contact the Controlling Agency prior to reparation or demolition regarding the proper disposition of the ACBM. The Agency responsible for the NESHAPS regulation in the state of Mississippi is the MS Department of Environmental Quality (MDEQ). The contact phone number is 601-961-5769. It is important to note that even though an activity may be exempt from the Environmental Protection Agency (EPA) NESHAP regulations, such exemption does not extend to Occupational Safety and Health Administration (OSHA) standards or other state and federal statutes.

Demolition, renovation and or reparation activities in buildings that contain ACM or Presumed Asbestos Containing Material (PACM) are also regulated under the OSHA Asbestos Construction Standard (CFR 1926.1101). The OSHA standard requires the building owner to inform their employees who will work in or adjacent to areas containing ACM or PACM, perspective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing ACM or PACM, all employers of employees on multi-employer work sites who will be performing work with or adjacent to areas containing asbestos, and tenants who will occupy areas containing ACM or PACM, of the presence, location, and quantity of ACM or PACM at the work sites in their buildings and facilities. Further, the OSHA standard (CFR 1926.1101) requires employers who discover ACM or PACM to convey information concerning the presence, location and quantity of such newly discovered ACM or PACM to other employers of employees working at the work site within 24 hours of discovery. While OSHA says the notification can be in written or personal communication, there are many advantages to written communication.

6.0 REGULATORY INFORMATION *(Continued)*

The OSHA construction standard (CFR 1926.1101) also contains specific training, work practices, procedures, engineering controls, notifications, permissible exposure limits, personal protection, record keeping, and a multitude of other requirements for the demolition, renovation, construction, alterations, repair, maintenance of structures, substrates or portions thereof that contains asbestos.

The planned demolition/reparation should be conducted in strict compliance with federal statutes and other applicable regulations, and good health and safety practices.

Any material identified as non-friable ACM must be treated as friable ACM when the material is about to become friable as a result of activities performed within the building.

7.0 CONDITIONS AND LIMITATIONS OF THIS STUDY

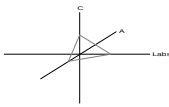
Edward Clay, a representative of EAC Environmental obtained samples of building materials which were observed during a walk-through of the structure that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods or industry accepted standards. No warranty express or implied is given.

In general, non-destructive inspection and sampling procedures were incorporated which allowed assessment of reasonably accessible building materials. Any suspect building material not addressed in this report which is encountered during demolition should be assessed for asbestos prior to being damaged or removed.

**ASBESTOS
ANALYSIS
REPORT
&
CHAIN
of
CUSTODY**

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

EAC Environmental

4546 Calsteens Rd
Caledonia, MS 39740

Attn: Edward Clay

Customer Project: 109 Beattie St. Starkville

Reference #: CBR19105737

Date: 10/11/2019

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

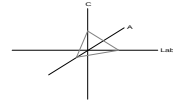
Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.



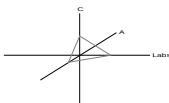
Overview of Project Sample Material Containing Asbestos

Customer Project:		109 Beattie St. Starkville		CA Labs Project #:	CBR19105737
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
2	1		White Sealant	3% Chrysotile	White Sealant White Textured Surfacing Composite of Layers 1 & 2
3	1		White Textured Surfacing	3% Chrysotile	
	3		Composite of Layers 1 & 2	<1% Chrysotile	

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastonite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Edward Clay

EAC Environmental

4546 Calsteens Rd
Caledonia, MS 39740

Customer Project:

109 Beattie St. Starkville

CA Labs Project #:

CBR19105737

Date: 10/11/2019

Turnaround Time: 4 hr

Samples Received: 10/11/2019

Phone # 662-386-6386

Fax # 662-356-0025

Date Of Sampling:

Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1		1	Black Shingle with Black Gravel	Y	None Detected	15% fg	85% qu, bi
2		1	White Sealant	Y	3% Chrysotile		97% qu, ma, ca
3		1	White Textured Surfacing	Y	3% Chrysotile		97% qu, mi, ma, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
		3	Composite of Layers 1 & 2	N	<1% Chrysotile	5% ce	95% qu, mi, ma, gy, bi, ca
4	10	1	White Textured Surfacing	Y	None Detected		100% qu, mi, ma, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Daniel LaCour
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

Chain of Custody

Client Name: EAC Environmental

Client Address: 4546 Cal-Steens Road
Caledonia, MS 39740

Phone number: 662-386-6386

Fax number: 662-356-0025

Contact: Edward Clay

CA Labs job # CBR 19105737

Billing Address (if different): N/A

Send Reports to: eacenviroental@gmail.com

Project Name: 109 BEATTIE ST. STARKVILLE

Reports Results

VIA: EMAIL X FAX _____ VERBAL _____

Total # Samples Submitted: <u>4</u>	Total # Samples to be Analyzed: <u>4</u>	Material Matrix: Air <u>/Bulk</u> Water
--	---	--

Asbestos:

please call ahead for availability of all rush and/or after hours samples.

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
<i>Circle analysis and TA time</i>		<i>Circle analysis and TA time</i>			
AHERA	4 hour	Improved	<u>4 hour</u>	Allergen Particle:	2 hour
EPA Level II Drinking	8 hour	Interim	8 hour	tape/bulk/swab	4 hour
Water Wipe	16 hour		16 hour	Cycllex-d cassettes Air-	8 hour
Micro-vac	24 hour	AHERA	24 hour	o-cell cassettes	16 hour
NIOSH 7402	2 days		2 days	Anderson cultures	24 hour
Chatfield Bulk	3 days	Point Count -	3 days	Bulk/swab cultures	2 days
	5 days	(NESHAPS)	5 days	Bacteria cultures	3 days
				PCM: NIOSH 7400	5-10 days

Lead:

Circle analysis and TA time

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater	TCLP
TA Time:	8 hour	1 day	2 days	3 days	5 days	6-10 days

SAMPLE #

SAMPLE LOCATION

1	Roof
2	Window
3	CEILING
4	CEILING
5	
6	
7	
8	
9	
10	

Custody Information:

Samples relinquished:

Ed Clay 10.10.19
Signature / Date / Time

Samples received:

Jennifer G. B. 10:30 AM
Signature / Date / Time

Samples relinquished:

Signature / Date / Time

Samples received:

Signature / Date / Time

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Edward A Clay

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



Chief, Air Division

***Certificate No.: ABI-00006706
Expiration Date: Jul 25th, 2020
Training Expires on Jul 25th, 2020***

58667 LIC20190005



ASBESTOS	•Inspections	•Abatement
MOLD	•Inspections	•Remediation
LEAD PAINT	•Testing	•Renovation
AIR QUALITY	•Monitoring	•Evaluation

Edward A. Clay
Remediation Specialist
26 Years Experience
(662)386-6386

BB Vanlandingham
(662)549-1777

FAX: 662-356-0025
Email: EACEnvironmental@gmail.com

Thank You for entrusting us with your environmental needs.



Asbestos Containing Material Survey

of

307 Apple Street

Starkville, Mississippi



Prepared

for

Starkville Fire Department

October 11, 2019



EAC Environmental

October 11, 2019

Mr. Mark McCurdy,

EAC Environmental Services is pleased to submit the Asbestos Containing Building Materials Survey conducted on behalf of the vacant dwelling at 307 Apple Street, Starkville, Mississippi. Suspect asbestos containing material samples were taken October 10, 2019.

The lab results revealed *NO ASBESTOS DETECTED*.

Should you have any questions concerning this report or if we may be of any further assistance, please do not hesitate to contact us.

We appreciate the opportunity to be of service to you on this project and we look forward to our continued association.

Respectfully submitted,

EAC Environmental

Edward A. Clay 662-386-6386 • EACEnvironmental@gmail.com

BB Vanlandingham 662-549-1777 • FAX 662-356-0025

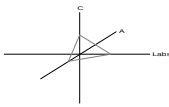
SUSPECT ASBESTOS CONTAINING MATERIALS OVERVIEW

Sample #	Description	Location	Asbestos %	NESHAP Class
1	Black Shingle w/ Black Gravel	Roof	None Detected	N/A
2	Yellow Surfaced Brown Fiberboard	Exterior Siding	None Detected	N/A
3-1	White Surfacing	Wall	None Detected	N/A
3-2	White Drywall w/ Paper	Wall	None Detected	N/A
4	White Linoleum	Floor	None Detected	N/A

**ASBESTOS
ANALYSIS
REPORT
&
CHAIN
of
CUSTODY**

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

EAC Environmental

4546 Calsteens Rd
Caledonia, MS 39740

Attn: Edward Clay

Customer Project: 307 Apple St. Starkville

Reference #: CBR19105735

Date: 10/11/2019

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite-vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

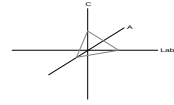
Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.



Overview of Project Sample Material Containing Asbestos

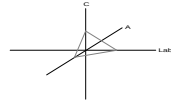
Customer Project:		307 Apple St. Starkville		CA Labs Project #:		CBR19105735	
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent		List of Affected Building Material Types	

No Asbestos Detected.

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Edward Clay

EAC Environmental

4546 Calsteens Rd
Caledonia, MS 39740

Phone # 662-386-6386

Fax # 662-356-0025

Customer Project:

307 Apple St.
Starkville

Turnaround Time: 4 hr

CA Labs Project #:

CBR19105735

Date: 10/11/2019

Samples Received: 10/11/2019

Date Of Sampling:

Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1		1	Black Shingle with Black Gravel	Y	None Detected	15% fg	85% qu, bi
2		1	Yellow Surfaced Brown Fiberboard	Y	None Detected	90% ce	10% qu, bi
3		1	White Surfacing	Y	None Detected		100% qu, bi
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
4		1	White Linoleum	Y	None Detected	10% fg 15% sy	75% qu, ma

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)

Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Daniel LaCour
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

Chain of Custody

Client Name: EAC Environmental

Client Address: 4546 Cal-Steens Road
Caledonia, MS 39740

Phone number: 662-386-6386

Fax number: 662-356-0025

Contact: Edward Clay

CA Labs job # CBR 19105735

Billing Address (if different): N/A

Send Reports to: eacenvironmental@gmail.com

Project Name: 307 APPEL ST. STARKVILLE

Reports Results

VIA: EMAIL X FAX _____ VERBAL _____

Total # Samples Submitted: <u>4</u>	Total # Samples to be Analyzed: <u>4</u>	Material Matrix: <u>Air / Bulk / Water</u>
--	---	---

Asbestos:

please call ahead for availability of all rush and/or after hours samples.

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
<i>Circle analysis and TA time</i>		<i>Circle analysis and TA time</i>			
AHERA	4 hour	Improved	<u>4 hour</u>	Allergen Particle:	2 hour
EPA Level II Drinking	8 hour	Interim	8 hour	tape/bulk/swab	4 hour
Water Wipe	16 hour		16 hour	Cyclex-d cassettes Air-	8 hour
Micro-vac	24 hour	AHERA	24 hour	o-cell cassettes	16 hour
NIOSH 7402	2 days		2 days	Anderson cultures	24 hour
Chatfield Bulk	3 days	Point Count -	3 days	Bulk/swab cultures	2 days
	5 days	(NESHAPS)	5 days	Bacteria cultures	3 days
				PCM: NIOSH 7400	5-10 days

Lead:

Circle analysis and TA time

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater	TCLP
TA Time:	<u>8 hour</u>	1 day	2 days	3 days	5 days	6-10 days

SAMPLE #

SAMPLE LOCATION

1	<u>Roof</u>
2	<u>Siding</u>
3	<u>Wall</u>
4	<u>Floor</u>
5	
6	
7	
8	
9	
10	

Custody Information:

Samples relinquished:

Ed Clay 10.10.19
Signature / Date / Time

Samples received:

Jennifer Waters 10:30 AM
Signature / Date / Time

Samples relinquished:

Signature / Date / Time

Samples received:

Signature / Date / Time

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Edward A Clay

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



Chief, Air Division

***Certificate No.: ABI-00006706
Expiration Date: Jul 25th, 2020
Training Expires on Jul 25th, 2020***



ASBESTOS •Inspections •Abatement
MOLD •Inspections •Remediation
LEAD PAINT •Testing •Renovation
AIR QUALITY •Monitoring •Evaluation

Edward A. Clay
Remediation Specialist
26 Years Experience
(662)386-6386

BB Vanlandingham
(662)549-1777

FAX: 662-356-0025
Email: EACEnvironmental@gmail.com

Thank You for entrusting us with your environmental needs.



EAC Environmental

ASBESTOS INSPECTION INVOICE

REMIT TO:

EAC Environmental
4546 Cal Steens Rd
Caledonia, MS 39740

DATE: 10-11-19

CLIENT: City of Starkville
Fire Department
Starkville, MS

WORK SITES: 1) 109 Beattie Street
2) 307 Apple Street
Starkville, MS

INVOICE	DESCRIPTION	PRICE
	On October 10, 2019, samples of suspect asbestos containing materials were obtained from the above referenced work sites and sent to Crisp Analytical Labs. The Asbestos Containing Material Survey along with the Crisp Analytical (CA) Lab Report were emailed to the Mr. Mark McCurdy.	
I1010	Balance Due (2@ \$450)	\$900.00

EAC Environmental

Ed Clay (662)386-6386 EACEnvironmental@gmail.com
Barbara Vanlandingham (662)549-1777 FAX (662)356-0025



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

AGENDA ITEM NO:
AGENDA DATE: December 15, 2020
PAGE: 1

SUBJECT: Request authorization to sell the timber involving 38+/- acres on the south end of the Wastewater Treatment Plant property to B&G Wood Inc. for \$40,000.00.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

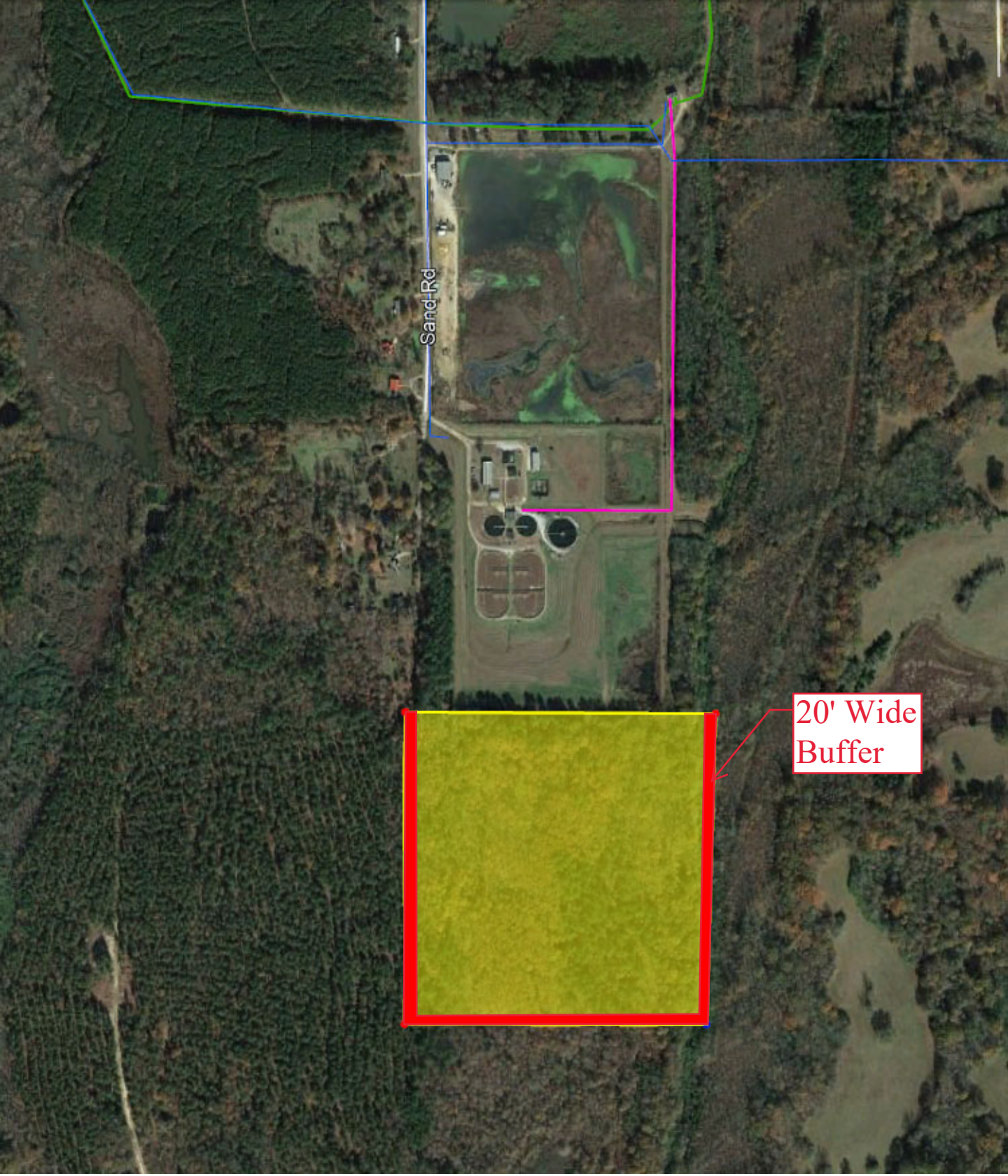
**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

Board approved the purchase of 10 acres on December 17, 2019 with the intent of selling the timber as well as timber on the surrounding land for future utility growth.

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move to authorize to sell the timber involving 38+/- acres on the south end of the Wastewater Treatment Plant property to B&G Wood Inc. for \$40,000.00.



Sand Rd

20' Wide
Buffer

Eileen F. Hill

From: Chris Vanlandingham <chrisvan71@yahoo.com>
Sent: Wednesday, October 21, 2020 8:24 PM
To: Jacob Forrester
Subject: Re: Request for Quote - Wastewater Treatment Plant Timber

Dear Jacob:

B&G Wood, Inc. bids \$40,000.00 for all merchantable timber on the Starkville Utilities property located in Section 15, T18N, R14E, Oktibbeha County, MS being approximately 38 +/- acres per our discussion today (10/21/2020).

A warranty timber deed with a term limit through December 31, 2021 will be required at closing. It is understood that Starkville Utilities will obtain right of way to the property and construct a necessary road to haul timber from the property. Also all surveying will be done by Starkville Utilities to mark necessary property lines and the 20 foot buffer zone lines as outlined on the harvest map.

If you need any further information please let me know. I look forward to hearing from you.

Thanks,
Chris VanLandingham
601-728-1222

Sent from my iPhone

On Sep 25, 2020, at 4:40 PM, Jacob Forrester <jforrester@starkvilleutilities.com> wrote:

Chris,

Thanks for your time earlier today. Please see the attached site referenced in our phone call earlier this afternoon. After you review, please let us know if you would like to schedule a site visit. I believe that we would be interested in receiving pricing through the one or two mechanisms shown below. Please answer each item below:

1. Name of Company:
2. Licensed and Bonded (Y/N):
3. Certificate of Insurance Info (Please include General Liability and Aggregate, Worker's Comp and Each Occurrence Limits):
4. Price (Specify Tonnage or Warranty Timber Deed):
5. Number of Days Needed to Mobilize (Approximate):
6. Number of Days Needed to Complete Clearing (Approximate):

Coordinates are 33.412717, - 88.826200 according to Google Maps. Our expectations are that the site will be left in a reasonably clean and accessible state at completion of the clearing. If you should have any questions, please don't hesitate to let me know. Thanks for your consideration and I look forward to hearing from you soon. We would ask that your quote be submitted by 2:00 p.m. on Thursday, October 15, 2020.

Eileen F. Hill

From: Spencer Beasley <spencer@g-hope.com>
Sent: Thursday, October 15, 2020 5:34 PM
To: Jacob Forrester
Cc: Terry Kemp
Subject: RE: Request for Quote - Wastewater Treatment Plant Timber
Attachments: GH- COI- Exp. 11.2020.pdf

Jacob,

I appreciate you contacting me about this tract. We would love to help y'all out anyway we can. Here is the info you requested:

1. Name of Company: **Good Hope, Inc.**
2. Licensed and Bonded (Y/N): **Yes**
3. Certificate of Insurance Info (Please include General Liability and Aggregate, Worker's Comp and Each Occurrence Limits): **Attached**
4. Price (Specify Tonnage or Warranty Timber Deed):

Starkville Electric		
10.15.20		
Product	\$/ton	Est Tons
Pine Pulp	\$ 2.00	67
Pine Top Wood	\$ 1.00	123
Pine Chip-N-Saw	\$ 8.00	30
Hardwood Pulp	\$ 2.00	812
Large Chip-N-Saw	\$ 14.00	130
Pine Logs- Grade	\$ 20.00	393
Hardwood Log- OAK	\$ 28.00	734
Hardwood Log- MISC	\$ 15.00	30
		2319.00

5. Number of Days Needed to Mobilize (Approximate): **One day to move**
6. Number of Days Needed to Complete Clearing (Approximate): **30 days**

Like we discussed on the phone, we would need to do a Pay-As-Cut. I tallied a couple of hollow trees. Most seemed to be solid though.

Look forward to hearing back from you.

Thanks,

Spencer Beasley





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

AGENDA ITEM NO:
AGENDA DATE: December 15, 2020
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Consolidated Pipe & Supply in the amount of \$6,998.00 for the purchase of manhole risers.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

<u>FISCAL NOTE:</u>	Two quotes received:	Consolidated	\$6,998.00
		Central	\$7,345.60

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 award the lowest and best quote to Consolidated Pipe & Supply in the amount of \$6,998.00 for the purchase of manhole risers.

Consolidated Pipe & Supply, Co., Inc.

2505 Mattox Street

Tupelo, MS 38801

Phone

(662) 841-1270

Fax

(662) 841-2490

Name

Location

STARKVILLE UTILITIES**Bid Date**

11/23/2020

Gentlemen, we are pleased to offer the following items for your consideration:

[illegible]

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days

F.O.B. Jobsite

Thanks,

Cliff Waddie

Utility Sales Representative

Consolidated Pipe & Supply Co., Inc.



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/16/2021	S100239131
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

STARKVILLE UTILITIES
PO BOX 927
ACCOUNTS PAYABLE
STARKVILLE, MS 39759-2201

STARKVILLE UTILITIES
C/O WATER DEPARTMENT
403 NORTH D L CONNER DRIVE
STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
6294					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CAMERON DILMORE			Net 10th Prox	12/02/2020	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
6ea	19.75" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53430		229.550/ea	1377.30	
4ea	20" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53433		229.550/ea	918.20	
2ea	22.25" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53434		229.550/ea	459.10	
2ea	22.75" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53435		229.550/ea	459.10	
4ea	23" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53436		229.550/ea	918.20	
3ea	23.5" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53437		229.550/ea	688.65	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Amount Due		

* TOTAL QUOTE ON BACK →



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/16/2021	S100239131
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO.
	2 of 2

QUOTE TO:

SHIP TO:

STARKVILLE UTILITIES
PO BOX 927
ACCOUNTS PAYABLE
STARKVILLE, MS 39759-2201

STARKVILLE UTILITIES
C/O WATER DEPARTMENT
403 NORTH D L CONNER DRIVE
STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
6294					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CAMERON DILMORE			Net 10th Prox	12/02/2020	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
2ea	23.75" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53438		229.550/ea	459.10	
3ea	24" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53443		229.550/ea	688.65	
3ea	24.5" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53439		229.550/ea	688.65	
3ea	25.5" X 1 1/2" RISE FABRICATED STEEL MANHOLE RISER **SPECIAL ORDER - NON RETURNABLE** Pn: 53440		229.550/ea	688.65	
Tax not included. Pricing is good for 30 days unless otherwise noted.			Subtotal	7345.60	
			S&H Charges	0.00	
			Amount Due	7345.60	



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

AGENDA ITEM NO:
AGENDA DATE: December 15, 2020
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Synergetics to replace an outdated Barracuda Webfliter in the amount of \$19,795.00 which includes a 5-year licensing/equipment agreement.

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE: 2 Quotes Received

Synergetics	\$19,795.00
Barracuda	\$23,082.85

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding from Synergetics to replace an outdated Barracuda Webfliter in the amount of \$19,795.00.



Quote: QTE-070525

Date: 11/30/2020

Customer Information
Russell Hamilton Starkville Utilities 200 N. Lafayette Street P. O. Box 927 Starkville, MS 39760

Synergetics Contacts
Sales Account Manager McKenzie Brent Office: (662) 461-0112 Mobile: (662) 364-3622 mbrent@SynergeticsDCS.com Prepared By Jessica Keel Office: (662) 461-0113 jkeel@SynergeticsDCS.com

Qty	Item Number	Description	Price	Ext. Price
		Attention: Russell Hamilton		
		RE: Barracuda 410 Web Filter with 5 Year Subscription		
1.00	BYF410A	Barracuda Spyware Firewall 410	\$4,115.00	\$4,115.00
60.00	BYF410A-A	Barracuda Web Security Gateway 410 - Advanced Threat Protection - 1 Month	\$83.00	\$4,980.00
60.00	BYF410A-E	Barracuda Web Security Gateway 410 - Energizer Updates - 1 Month	\$91.00	\$5,460.00
60.00	BYF410A-H	Barracuda Web Security Gateway 410 - Instant Replacement - 1 Month	\$74.00	\$4,440.00
1.00	SERV-NETWORK05	Installation & Configuration of Web Filter	\$800.00	\$800.00
		PLEASE NOTE:		
		Subscriptions will require renewal after term end date.		

Subtotal	\$19,795.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$19,795.00

McKenzie Brent



QUOTATION

Quote #:
Prepared By:
Date:
Expires:
Term Start Date:*

Q-332444-1
Jack Barcelona
2020-11-30
2020-12-30
2/28/2021

End User:

Starkville Electric Department
Russell Hamilton
200 N Lafayette St
Starkville, Mississippi, 39759-2949
United States

Partner :
Partner Level :

Deal Reg#:
Partner of Record:

Bill To:
Starkville Electric Department
200 N LAFAYETTE ST
STARKVILLE, Mississippi 39759-2949
United States

Ship To:
Starkville Electric Department
200 N LAFAYETTE ST
STARKVILLE, Mississippi 39759-2949
United States

5YEAR

Part #	Part Description	List Unit Price	Term Qty	Ext List Unit Price	Qty	Ext List Price	Total List Disc %	Ext Final Price
BYF410a	Barracuda Web Security Gateway Appliance 410 - Standard	\$4,849.85		\$4,849.85	1	\$4,849.85	0%	\$4,849.85
BYF410a-a	Barracuda Web Security Gateway Appliance 410 Advanced Threat Protection Subscription 1 Month	\$100.97	60.0	\$6,058.20	1	\$6,058.20	0%	\$6,058.20
BYF410a-e	Barracuda Web Security Gateway Appliance 410 Energize Updates Subscription 1 Month	\$111.07	60.0	\$6,664.20	1	\$6,664.20	0%	\$6,664.20
BYF410a-h	Barracuda Web Security Gateway Appliance 410 Instant Replacement Subscription 1 Month	\$50.86	60.0	\$5,451.60	1	\$5,451.60	0%	\$5,451.60
SHIP-BSF-DOM1	Domestic Shipping (Ground Service)	\$59.00		\$59.00	1	\$59.00	0%	\$59.00
							Total	\$23,082.85

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Get Essentials. Gain peace of mind.



QUOTATION

Total: USD 23,082.85

Thank you for your interest in our products and/or services. If you have any questions or concerns about this quotation, please do not hesitate to contact us.

Sincerely,

Jack Barcelona
jbarcelona@barracuda.com

* Term start date is estimated for the purpose of the quote. Actual term will start upon order fulfillment.

* Co-Term subscription pricing will be charged in minimum increments of one month regardless of whether the difference between existing end date and the co-term end date is less than one month. Any partial usage during a month is calculated as a full month.

Terms & Conditions

- Credit Card payment or Net 30 days with approved or credit card guarantee.
- Prices listed above do not include certain charges for which Customer is responsible and which will be added to the invoice including all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental entity, and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product
- Products and services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>. No preprinted or other terms on Customers PO shall apply

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

AGENDA ITEM NO:
AGENDA DATE: December 15, 2020
PAGE: 1

SUBJECT: Request authorization to purchase 6 Dell computers from state contract to replace computers that have reached the end of life in amount \$8,624.94.

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 purchase 6 Dell computers from state contract to replace computers that have reached the end of life in amount \$8,624.94.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision.

If you are a Premier customer, you can complete your purchase now or go through your [Premier Page](#). You can also get help with a new quote by contacting your Sales Rep for more assistance.

If you are not a Premier customer, click the Order Now button below to accept this quote and complete your order.

[Order Now](#)

Quote No. 3000074630964.1
Total \$8,624.94
Customer # 102351691
Quoted On Dec. 03, 2020
Expires by Jan. 02, 2021
Deal ID 20564540

Sales Rep Brantley Darnell
Phone (800) 456-3355, 6178653
Email Brantley_Darnell@Dell.com
Billing To ACCOUNTS PAYABLE
STARKVILLE ELECTRIC DEPT
200 N LAFAYETTE ST
STARKVILLE, MS 39759-2949

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Brantley Darnell

Shipping Group

Shipping To

RUSSELL HAMILTON
STARKVILLE ELECTRIC DEPT
200 N LAFAYETTE ST
STARKVILLE, MS 39759-2949
(662) 323-3133

Shipping Method

Standard Ground

Product	Unit Price	Qty	Subtotal
Dell Pro Slim Briefcase 15 (PO1520CS)	\$25.43	1	\$25.43
Dell Thunderbolt Dock- WD19TB	\$215.83	1	\$215.83
Mobile Precision 7540	\$1,525.98	1	\$1,525.98

Dell Universal Dock - D6000	\$174.41	2	\$348.82
Dell 24 Monitor - E2420H, 60.5cm (23.8")	\$107.99	12	\$1,295.88
OptiPlex 5080 Small Form Factor	\$1,042.60	5	\$5,213.00

DBC as low as \$259.00 / month^

Subtotal:	\$8,624.94
Shipping:	\$0.00
Non-Taxable Amount:	\$8,624.94
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$8,624.94

Lease Products

Months	Finance Lease	Fair Market Value (FMV)
60	\$204.01	-
48	\$239.27	\$235.52
36	\$308.45	\$276.37

Consult your DFS rep. Special lease pricing may be available.

Shipping Group Details

Shipping To

RUSSELL HAMILTON
STARKVILLE ELECTRIC DEPT
200 N LAFAYETTE ST
STARKVILLE, MS 39759-2949
(662) 323-3133

Shipping Method

Standard Ground

		Qty	Subtotal
Dell Pro Slim Briefcase 15 (PO1520CS)	\$25.43	1	\$25.43
Estimated delivery if purchased today: Dec. 11, 2020			

Description	SKU	Unit Price	Qty	Subtotal
Dell Pro Slim Briefcase 15 (PO1520CS)	460-BCMK	-	1	-
			Qty	Subtotal
			1	\$215.83

Dell Thunderbolt Dock- WD19TB

Estimated delivery if purchased today:
Dec. 15, 2020

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			Qty	Subtotal
			1	\$1,525.98

Mobile Precision 7540

Estimated delivery if purchased today:
Dec. 29, 2020

Description	SKU	Unit Price	Qty	Subtotal
Intel (R) Core (TM) Processor i7-9850H,(6 Core, 12M Cache, 2.60GHz up to 4.6GHz Turbo, 45W, vPro)	379-BDOD	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB, 2X8G, DDR4 2666MHz Non-ECC Memory	370-ADFW	-	1	-
NVIDIA Quadro T2000 w/4GB GDDR5	490-BFDT	-	1	-
Thermal pad for NVIDIA N19P graphic card	490-BFEF	-	1	-
No RAID	780-BBFE	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDWU	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Intel ME Disabled	631-ACEP	-	1	-
Internal US English Dual Pointing Backlit Keyboard	580-AGUZ	-	1	-
Keyboard Lattice	580-AIDG	-	1	-
Not ENERGY STAR Qualified	387-BBDO	-	1	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2 Driver	555-BFBW	-	1	-

E5 US Power Cord	537-BBBD	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide for Mobile Precision 7540	340-CMIK	-	1	-
No UPC Label	389-BCGW	-	1	-
Shipping Material for Min Config	328-BCUG	-	1	-
Shipping Material for Shuttle	328-BCUH	-	1	-
Dell Precision Ship Material for WW, 7540	328-BDBW	-	1	-
Direct Ship Info	340-AAPP	-	1	-
SHIP,NBK,DAO,SHUTTLE,7540	340-CMSQ	-	1	-
Regulatory Label included	389-BEYY	-	1	-
FCC Label	389-CXKY	-	1	-
No Accessories	461-AABV	-	1	-
SupportAssist	525-BBCL	-	1	-
System Driver for Mobile Precision 7540	631-ACDO	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 7540 CTO Base	210-ASGH	-	1	-
Palmrest with Smart Card, Fingerprint reader, & NFC	346-BFPB	-	1	-
6 Cell 97 Whr Long Life Cycle Lithium Ion Polymer Battery(3 Years Warranty)	451-BCKZ	-	1	-
Intel Core i7-9850H, 6 Core, 12M Cache, 2.60GHz up to 4.6GHz Turbo, 45W, vPro	329-BEMG	-	1	-
15.6" FHD/UHD Non-touch, IR Cam/Mic Bezel	319-BBGH	-	1	-
15.6" FHD Non-touch, no WWAN, IR Cover (Carbon)	320-BDEB	-	1	-
15.6" UltraSharp FHD IPS, 1920x1080 AG, NT, w/Prem Panel Guar 100% sRGB	391-BENX	-	1	-
No Bracket	575-BBZC	-	1	-
Resource Media not Included	430-XYGV	-	1	-
No Option Included	340-ACQQ	-	1	-
No Carrying Case	460-BBEX	-	1	-
Dell Precision Optimizer with AI	640-BBRC	-	1	-
No Security Software	650-AAJS	-	1	-
Bottom Cover	354-BBBQ	-	1	-
No Mobile Broadband	556-BBDZ	-	1	-
E5 180W 7.4mm Lot 6 PCR, Chicony	450-AHDF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No Docking Station	452-BBSE	-	1	-
Foxit PhantomPDF Standard	634-BWQP	-	1	-

Dell Limited Hardware Warranty Plus Service	823-3810	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	823-3842	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	823-3850	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	823-3858	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	823-3868	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-

Qty Subtotal

Dell Universal Dock - D6000 \$174.41 2 \$348.82

Estimated delivery if purchased today:
Dec. 11, 2020

Description	SKU	Unit Price	Qty	Subtotal
Dell Universal Dock - D6000	452-BCYT	-	2	-
			Qty	Subtotal

Dell 24 Monitor - E2420H, 60.5cm (23.8") \$107.99 12 \$1,295.88

Estimated delivery if purchased today:
Dec. 11, 2020

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - E2420H, 60.5cm (23.8")	210-AUNE	-	12	-
Dell Limited Hardware Warranty	814-9340	-	12	-
Advanced Exchange Service, 3 Years	814-9341	-	12	-
			Qty	Subtotal

OptiPlex 5080 Small Form Factor \$1,042.60 5 \$5,213.00

Estimated delivery if purchased today:
Jan. 06, 2021

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5080 SFF BTX	210-AVOV	-	5	-
10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	338-BVCD	-	5	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATS	-	5	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	5	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	5	-
16GB (2x8GB) DDR4 non-ECC Memory	370-AFLD	-	5	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEUR	-	5	-
M.2 22x30 Thermal Pad	412-AAQT	-	5	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	5	-
No Additional Hard Drive	401-AANH	-	5	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	5	-
OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVD	-	5	-
DVD+/-RW Bezel	325-BDSH	-	5	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	5	-
CMS Essentials DVD no Media	658-BBTV	-	5	-
No Media Card Reader	379-BBHM	-	5	-

System Power Cord (Philippine/TH/US)	450-AAOJ	-	5	-
Chassis Intrusion Switch - SFF	461-AAEE	-	5	-
No Wireless LAN Card	555-BBFO	-	5	-
No Wireless Driver	340-AFMQ	-	5	-
No Stand Option	575-BBBI	-	5	-
No Additional Cable Requested	379-BBCY	-	5	-
No PCIe add-in card	492-BBFF	-	5	-
Dell KB216 Wired Keyboard English	580-ADJC	-	5	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	5	-
No Cable Cover	325-BCZQ	-	5	-
SupportAssist	525-BBCL	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Dell Optimizer	658-BEQP	-	5	-
Foxit PhantomPDF Standard	634-BWQP	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
Dell Watchdog Timer	379-BDWG	-	5	-
Quick Setup Guide 5080 SFF	340-CPQF	-	5	-
Print on Demand Label	389-BDQH	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	5	-
Shipping Material for SFF (DAO)	340-CQYR	-	5	-
Shipping Label for DAO,BRZ	389-BBUU	-	5	-
No CompuTrace	461-AABF	-	5	-
Regulatory Label for OptiPlex 5080 SFF 200 W, DAO	389-DVUB	-	5	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	5	-
No Intel Responsive	551-BBBJ	-	5	-
Desktop BTS/BTP Shipment	800-BBIP	-	5	-
No Anti-Virus Software	650-AAAM	-	5	-
Fixed Hardware Configuration	998-ECZK	-	5	-
No Additional Add In Cards	382-BBHX	-	5	-
No Additional Video Ports	492-BCKH	-	5	-
Intel Standard Manageability (ISM)	631-ACOK	-	5	-
No Dell Backup and Recovery software	637-AAAM	-	5	-
No Optane	400-BFPO	-	5	-
Speaker for Tower and SFF	520-AARD	-	5	-
No External ODD	429-ABGY	-	5	-

Dell Limited Hardware Warranty Plus Service	804-9043	-	5	-
ProSupport Plus: Accidental Damage Service, 3 Years	804-9091	-	5	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	804-9092	-	5	-
ProSupport Plus: Next Business Day Onsite 3 Years	804-9093	-	5	-
ProSupport Plus: 7x24 Technical Support, 3 Years	804-9094	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-

Subtotal:	\$8,624.94
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$8,624.94

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

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