



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
February 16, 2021**

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, FEBRUARY 16, 2021
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 JANUARY 19, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 2, 2021 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. PUBLIC HEARING AND CONSIDERATION OF DEMOLITION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

b. PUBLIC HEARING AND CONSIDERATION OF DEMOLITION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

c. THIRD PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 10, ALCOHOLIC BEVERAGES, ARTICLE II, SALE OF BEER AND LIGHT WINE, TO EXEMPT BREWPUBS AND SMALL CRAFT BREWERIES LOCATED WITHIN THE CITY OF STARKVILLE'S LEISURE AND RECREATION DISTRICT FROM THE REQUIREMENT THAT FOOD SALES GENERATE TWENTY-FIVE PERCENT (25%) OF GROSS REVENUE; AND FOR RELATED PURPOSES.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF ADVERTISING FOR PROPOSALS FOR A SCULPTURE TO BE CREATED OF COOL PAPA BELL FOR CORNERSTONE PARK PAVILION.

X. BOARD BUSINESS

1. CONSIDERATION OF AN AGREEMENT WITH THE MUNICIPAL DEMOCRATIC EXECUTIVE COMMITTEE.
2. CONSIDERATION OF AN AGREEMENT WITH THE MUNICIPAL REPUBLICAN EXECUTIVE COMMITTEE.
3. CONSIDERATION OF AN AGREEMENT WITH WASTEPRO FOR RECYCLING PROGRAM.
4. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARA MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.
5. CONSIDERATION AND APPOINTMENT OF A CANDIDATE TO THE STARKVILLE MUNICIPAL AIRPORT BOARD.

TWO APPLICANTS: WILLIAM GRAY AND WILLIAM DERICK METTS

6. CONSIDERATION OF A BOARD RESOLUTION THANKING AND COMMENDING THE ARMY AND AIR NATIONAL GUARD ON THEIR WORK TO ADMINISTER COVID SHOTS AT THE MISSISSIPPI HORSE PARK LOCATED IN STARKVILLE, MS.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

- B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF THE RE-APPOINTMENT OF DR. EVAN PEACOCK TO THE HISTORIC PRESERVATION COMMISSION WITH A TERM SET TO START FEBRUARY 16, 2021 AND EXPIRE ON FEBRUARY 16, 2023.

2. CONSIDERATION OF APPLYING FOR A \$7,500.00 CERTIFIED LOCAL GOVERNMENT GRANT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR THE 2021-22 FISCAL YEAR WITH A 50/50 MATCH OF \$7,500.00.

3. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE AND UPDATING THE TECHNICAL CODES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW BID OF \$1,180,372.65 FOR THE 2021 STREET IMPROVEMENT PROJECT FROM FALCON CONTRACTING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW BID OF \$ 878,096.26 FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM PHILLIPS CONTRACTING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 9, 2021 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 JANUARY 2021 FINANCIAL STATEMENTS.

3. CONSIDERATION OF THE LOWEST BID FOR FINANCING FROM BANKFIRST IN THE AMOUNT OF \$433,734.00 OVER THREE YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING APRIL OF 2021 AT 1.09% INTEREST FOR THE LEASE PURCHASE OF (14) 2021 DODGE CHARGERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION TO APPROVE A TEMPORARY PAY INCREASE FOR MEAGAN WARD IN STARKVILLE UTILITIES.
2. REQUEST AUTHORIZATION TO HIRE KENNETH ROGERS AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ERICA RIVERS AS A MARKETING AND SPONSORSHIP MANAGER IN THE PARKS AND RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MARVIN CUNGIOUS AND AUSTIN TAYLOR AS MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR THE YEARLY PURCHASE OF MAINTENANCE AND CONSULTING LABOR HOURS WITH GARNER COMPUTERS.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE DIVISION

- a. REQUEST APPROVAL TO ALLOW OFFICER MATTHEW LASKER TO ATTEND FIELD TRAINING OFFICER CERTIFICATION CLASS THROUGH THE LAW ENFORCEMENT TRAINING ACADEMY AT CAMP SHELBY, MS ON 3/30 THROUGH 4/1/21 IN HATTIESBURG, MS AT A COST NOT TO EXCEED \$480.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WILSON TREE SERVICE, LLC TO PERFORM TREE REMOVAL AND STUMP GRINDING FOR PHASE 1 WATERLINE REPLACEMENT ON NORTH MONTGOMERY (CRITZ STREET TO OKTIBBEHA DRIVE) IN THE AMOUNT OF \$9,000.00.
2. REQUEST AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT (SOCSD) TO ALLOW FOR “JOINT USE OF POLES” FOR SOCSD TO INSTALL FIBER ALONG CITY OWNED POLES.
3. CONSIDERATION OF ACCEPTANCE THE LOW QUOTE OF \$7,800.00 SUBMITTED BY WARREN, INC. FOR A DUMP BODY ASSEMBLY TO BE ATTACHED TO A RECENTLY PURCHASED TRUCK, CAB AND CHASSIS, 60 IN CAB TO AXLE, 14,001-16,000 GVWR, REGULAR CAB BY STARKVILLE UTILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel
- Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 2, 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 at (662) 323-2525, ext. 3130 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: 2-16-21
PAGE: 1 of 26

SUBJECT: Request approval of the minutes of the January 19, 2021 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 January 19, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 19, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 19, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Hamp Beatty, and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen 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: None

There being no 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 Carver offered a motion, duly seconded by Alderman Beatty, to approve the January 19, 2021 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JANUARY 19, 2021
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 DECEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2021 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

ANNUAL REPORT AND PUBLIC HEARING FOR THE SMART GRANT APPLICATION PRESENTED BY JEREMIAH DUMAS HEAD OF PARKING AND TRANSIT FOR MISSISSIPPI STATE UNIVERSITY.

PUBLIC HEARING AND CONSIDERATION OF RZ 21-01 A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION TO APPOINT KAROL SMITH PEYTON TO FILL ONE OF TWO VACANCIES WITH THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

B. CONSIDERATION TO REAPPOINT MR. RUSSELL ROGERS TO THE MUNICIPAL AIRPORT BOARD FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

C. CONSIDERATION TO APPOINT MARY LOVE TAGERT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR A FOUR YEAR PERIOD BEGINNING JANUARY 1, 2021 AND EXPIRING DECEMBER 31, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF LW 21-01 A REQUEST FOR A LANDSCAPE WAIVER FROM BUFFER LOCATION AND TREE TYPE REQUIREMENT FOR A TOWNHOME DEVELOPMENT ON LYNN LANE IN A TN-N ZONE WITH PARCEL NUMBER 102I-00-002.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 12, 2021 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. REQUEST ACCEPTANCE OF DECEMBER 2020 FINANCIAL STATEMENTS.

3. REQUEST AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER'S LEVEL COURSES IN ACCOUNTING AS BUDGET ALLOCATIONS ALLOW.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO WILLS OWENS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNERSTONE.
2. REQUEST AUTHORIZATION TO PURCHASE 5 (FIVE) PORTABLE RADIOS PROGRAMMED FOR USE WITH MSWIN AND MSU RADIO SYSTEMS, 5 (FIVE) MICROPHONES, 10 (TEN) BATTERIES, AND 5 (FIVE) EXTENDED WARRANTIES OFF STATE CONTRACT FROM TELETEC COMMUNICATIONS OF COLUMBUS IN THE AMOUNT OF \$ 9,225.00.
3. REQUEST AUTHORIZATION TO PURCHASE 2 (TWO) DELL ON BOARD LAPTOPS OFF STATE CONTRACT IN THE AMOUNT OF \$2,649.00 EACH.
4. REQUEST AUTHORIZATION TO PURCHASE 6 (SIX) COMPLETE SETS OF FIREFIGHTER TURNOUT GEAR OFF STATE CONTRACT FROM NAFECO FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$16,698.00.
5. REQUEST AUTHORIZATION TO PURCHASE VARIOUS SPECIALTY COUPLINGS, HOSES, ON BOARD SECURE STORAGE, ETC IN THE AMOUNT OF \$ 53,438.10 AS SOLE SOURCE ITEMS MADE ONLY BY TACTICAL FIRE EQUIPMENT, LLC.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TYLER BRAGG AS A WATER DISTRIBUTION EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE RAANA ESMAEILI AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE VIRGINIA COLEMAN AND ASIA HUGONNETT AS PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CAMERON LOCKRIDGE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE QUINTMAN BAIN AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. RECOMMENDATION TO DESIGNATE DALHOFF THOMAS DESIGN STUDIO TO PERFORM THE DESIGN SERVICES (SITE PLANS, CONSTRUCTION DOCUMENTS AND ADMINISTRATIVE DOCUMENTS) REQUIRED FOR THE STARKVILLE SPORTSPLEX AND MCKEE PARK NOT TO EXCEED \$220,000.00.
2. RECOMMENDATION TO APPROVE THE CONTRACT FOR USAGE OF THE CONCESSION STAND AREA AND STORAGE ROOM LOCATED AT THE TRAVIS OUTLAW CENTER FOR THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC FOR A PERIOD OF 1 YEAR.

J. POLICE DEPARTMENT

1. POLICE DIVISION

- a. REQUEST APPROVAL TO ALLOW OFFICER MATTHEW LASKER, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, FEBRUARY 8-12, 2021, LOCATED IN VICKSBURG, MS; AT A COST NOT TO EXCEED \$1,000.00.
- b. REQUEST APPROVAL TO PURCHASE RENEWAL FROM POWERDMS THE CONTINUING ANNUAL SOFTWARE FOR POLICY PROCEDURE AND TRAINING MANAGEMENT WITH AN ANNUAL FEE OF \$5,246.08.
- c. CONSIDERATION TO SELECT UTILITY, INC. AS THE BEST BID TO PROVIDE MOBILE VEHICLE AND BODY WORN RECORDING SYSTEMS IN THE AMOUNT OF \$621,600.00 WITH THE CITY CLERK TO ADVERTISE FOR FINANCING OPTIONS.

2. CODE ENFORCEMENT DIVISION

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307

APPLE STREET WITH PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A T64 T4 BOBCAT COMPACT TRACK LOADER FOR THE WASTEWATER TREATMENT PLANT FROM STATE CONTRACT 8200036886 IN THE AMOUNT NOT TO EXCEED \$46,000.00.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR PROPOSALS FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 THAT WILL BE LISTED AS SURPLUS AND AUCTION ON GOVDEALS.COM FOR THE ELECTRIC DIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 2, 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 at (662) 323-2525, ext. 3129, at least forty -eight (48) hours in advance for any services requested.

Consent items 2 – 27:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 15, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the January 5, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPOINT KAROL SMITH PEYTON TO FILL ONE OF TWO VACANCIES WITH THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to fill one of the two vacancies with the Oktibbeha County Heritage Museum for a three-year period, January 20, 2021- January 20, 2024” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO REAPPOINT MR. RUSSELL ROGERS TO THE MUNICIPAL AIRPORT BOARD FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to reappoint Mr. Russell Rogers to the Municipal Airport Board for a three-year period, January 20, 2021- January 20, 2024” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO APPOINT MARY LOVE TAGERT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR A FOUR YEAR PERIOD BEGINNING JANUARY 1, 2021 AND EXPIRING DECEMBER 31, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to appoint Mary Love Tagert to the Golden Triangle Regional Solid Waste Management Authority Board for a four-year period beginning January 1, 2021 and expiring on December 31, 2024” is enumerated, this consent item is thereby approved.

7. REQUEST ACCEPTANCE OF DECEMBER 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the December 2021 financial statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER’S LEVEL COURSES IN ACCOUNTING AS BUDGET ALLOCATIONS ALLOW.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Jameika Smith to participate in the Educational Assistance Program to take master’s level courses in Accounting as budget allocations allow” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO WILLS OWENS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNERSTONE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Wills Owens to burn cleared debris associated with a construction project located at Cornerstone” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO PURCHASE 5 (FIVE) PORTABLE RADIOS PROGRAMMED FOR USE WITH MSWIN AND MSU RADIO SYSTEMS, 5 (FIVE) MICROPHONES, 10 (TEN) BATTERIES, AND 5 (FIVE) EXTENDED WARRANTIES OFF STATE CONTRACT FROM TELETEC COMMUNICATIONS OF COLUMBUS IN THE AMOUNT OF \$ 9,225.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 5 (five) portable radios programmed for use with MSWIN and MSU radio systems, 5 (five) microphones, 10 (ten) batteries, and 5 (five) extended warranties off state contract from Teletec Communications of Columbus for the Starkville Fire Department in the amount of \$ 9,225.00” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO PURCHASE 2 (TWO) DELL ON BOARD LAPTOPS OFF STATE CONTRACT IN THE AMOUNT OF \$2,649.00 EACH.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 2 (two) Dell on board laptops off state contract in the amount of \$2,649.00 each” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO PURCHASE 6 (SIX) COMPLETE SETS OF FIREFIGHTER TURNOUT GEAR OFF STATE CONTRACT FROM NAFECO FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$16,698.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 6 (six) complete sets of firefighter turnout gear off state contract from NAFECO for the Starkville Fire Department in the amount of \$16,698.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE VARIOUS SPECIALTY COUPLINGS, HOSES, ON BOARD SECURE STORAGE, ETC IN THE AMOUNT OF \$ 53,438.10 AS SOLE SOURCE ITEMS MADE ONLY BY TACTICAL FIRE EQUIPMENT, LLC.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase various specialty couplings, hoses, on board secure storage, etc. in the amount of \$ 53,438.10 as sole source items made only by Tactical Fire Equipment, LLC” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE TYLER BRAGG AS A WATER DISTRIBUTION EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyler Bragg as a Water Distribution Equipment Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO HIRE RAANA ESMAEILI AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Raana Esmaeili as a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE VIRGINIA COLEMAN AND ASIA HUGONNETT AS PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Virginia Coleman and Asia Hugonnett as part-time Customer Service Representatives in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE CAMERON LOCKRIDGE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Cameron Lockridge as an Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE QUINTMAN BAIN AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Quintman Bain as a Maintenance Worker in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO DESIGNATE DALHOFF THOMAS DESIGN STUDIO TO PERFORM THE DESIGN SERVICES (SITE PLANS, CONSTRUCTION DOCUMENTS AND ADMINISTRATIVE DOCUMENTS) REQUIRED FOR THE STARKVILLE SPORTSPLEX AND MCKEE PARK NOT TO EXCEED \$220,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to designate the office of Dalhoff Thomas design studio to perform the design services (site plans, construction documents and administrative documents) required for the Starkville Sportsplex and McKee Park not to exceed \$220,000.00” is enumerated, this consent item is thereby approved.

Agreement follows this page

20. REQUEST AUTHORIZATION TO APPROVE THE CONTRACT FOR USAGE OF THE CONCESSION STAND AREA AND STORAGE ROOM LOCATED AT THE TRAVIS OUTLAW CENTER FOR THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC FOR A PERIOD OF 1 YEAR.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to approve the Contract for usage of the Concession Stand area and storage room located at the Travis Outlaw Center for the Southern Foundation for Homeless Children, INC for a period of 1 year” is enumerated, this consent item is thereby approved.

Agreement follows the Dalhoff Thomas agreement

January 13, 2021

Brandon Doherty
Director of Parks and Recreation
405 Lynn Lane
Starkville, MS 39759

**RE: CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION
STARKVILLE SPORTSPLEX/McKEE PARK IMPROVEMENTS
STARKVILLE, MISSISSIPPI**

Dear Mr. Doherty:

Dalhoff Thomas design|studio (DT design|studio) appreciates the opportunity to submit this letter agreement to provide the following professional design services for the preparation of construction documents for improvements at Starkville Sportsplex and McKee Park. The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. We have teamed with Neel-Schaffer to provide engineering services and Shafer-Zahner-Zahner to provide architectural services.

Fees for Design Services are lump sum based on the scope of work indicated. Based on actual construction dollars available, we anticipate that the project will be set up as a base bid with add alternates. This proposal includes actual expenses incurred directly in connection with the project: printing, copying, mileage, travel expenses and delivery services.

The following is the Design Team's understanding of the Phase One scope of services.

Starkville Sportsplex

- Improvements are based upon the concept plan prepared by Dalhoff Thomas design|studio. Site plan modifications are anticipated. *(See Attachment A.)*
- Replace 1 existing sod field with synthetic turf. Provide drainage at synthetic field and connect to existing drainage system.
- Provide scoreboard, fencing, and spectator seating areas at the synthetic field.
- Maintenance Barn (1)
- Renovation of (1) restroom building
- Renovation of (1) concession building
- Asphalt trail
- Renovate 4 youth softball fields into multipurpose lawn areas with fencing, shade shelters, and spectator seating

McKee Park

- Improvements are based upon the concept plan prepared by Dalhoff Thomas design|studio. Site plan modifications are anticipated. *(See Attachment B.)*

- Address site drainage and detention issues
- Address site grading issues
- New playground
- Spray pad
- Renovate existing restrooms (2)
- Demolish existing ballfields
- Dog park
- Walking trail extension
- Trail/pathway lighting

SERVICES INCLUDED

I. SITE PLAN APPLICATION

The Design Team will prepare a site plan package for submittal to the City of Starkville based upon the site plan. The Design Team will review City of Starkville ordinances and regulations to ensure that the conceptual site plan conforms to the requirements of the City.

II. SITE CONSTRUCTION DOCUMENTS (PLANS & SPECIFICATIONS)

A. Preparation of Construction Documents to include:

1. Overall Site Plan
2. Enlarged Site Plans
3. Overall Grading and Drainage Plans
4. Enlarged Grading Plans
5. Irrigation Plans (as needed)
6. Landscape Plans
7. Construction Details (as required)
8. Civil Engineering Plans and Specifications

The Design Team will develop construction plans and specifications for site/civil improvements. It is anticipated the development of the construction documents will include the following drawings:

- a. Grading and drainage plans
- b. Stormwater details
- c. Storm Water Pollution Prevention Plan (SWPPP)
Storm Water Pollution Prevention Plan and Large Construction Notice of Intent (LCNOI) application will be submitted to the Mississippi Department of Environmental Quality (MDEQ) for approval prior to the start of construction.
- d. Erosion control plan
- e. Erosion control details

9. Architectural Plans

The Design Team will prepare architectural plans to include:

- a. Maintenance Barn at Starkville Sportsplex
- b. Renovation of (1) Restroom Building at Starkville Sportsplex
- c. Renovation of (1) Concession Building at Starkville Sportsplex
- d. Renovation of (2) Restroom Buildings at McKee Park

10. Administrative Documents

- a. Front end contract documents
- b. Technical specifications
- c. Assistance during the bid process

Fee for Site Plan Application and Construction Documents (Items I & II)\$176,000.00

III. CONSTRUCTION ADMINISTRATION

- A. Evaluation of Shop Drawings
- B. Evaluation of Submittals
- C. Review of Change Orders and Field Orders (if needed)
- D. Review of Contractor's Payment Requests
- E. Construction Inspection
- F. Substantial Completion Inspection
- G. Final Inspection and Preparation of Final Punch List

Fee for Construction Administration (Item III)\$44,000.00

SUMMARY OF FEES

I. Site Plan Application	\$ 33,000.00
II. Site Construction Documents (Plans & Specifications)	\$143,000.00
III. Construction Administration.....	\$ 44,000.00
Total Lump Sum Fees	\$220,000.00

Breakdown of Fees for Project Phases and Invoicing:

A. Schematic Design Phase (15%)	\$ 33,000.00
B. Design Development Phase (20%)	\$ 44,000.00
C. Construction Document Phase (40%)	\$ 88,000.00
D. Procurement/Bidding Phase (5%)	\$ 11,000.00
E. Construction Administration Phase (20%)	\$ 44,000.00
Total	\$ 220,000.00

It is recognized that you may request additional work and if so desired, additional cost can be mutually agreed upon at the time requested.

The hourly rates for this project shall be as follows:

Landscape Architects

Principal Landscape Architect	\$180.00
Landscape Architect III	\$110.00

Landscape Architect II	\$100.00
Landscape Architect I	\$ 80.00
Clerical	\$ 45.00

Engineers

Officer, Senior or Engineer Manager/Professional IV/Survey Manager	\$195.00
Senior Project Manager/Professional III	\$175.00
Project Manager/Professional II	\$140.00
Professional I	\$125.00
Professional Intern	\$105.00
Senior Certified Engineering Technician	\$140.00
Certified Engineering Technician/Supervisory Technician	\$120.00
Technician IV/ Inspector IV/ Surveyor IV	\$105.00 *
Technician III/Inspector III//Survey Crew Chief	\$ 95.00 *
Technician II/Inspector II/Survey Instrument Person	\$ 80.00 *
Technician I/Inspector I/Survey Assistant	\$ 70.00 *
Student Intern	\$ 45.00 *
Senior Administrative	\$ 80.00 *
Senior Clerical	\$ 75.00 *
Clerical	\$ 65.00 *
Assistant Clerical	\$ 50.00 *
Three-Member Survey Party	\$196.00 *
Two-Member Survey Party	\$165.00 *
One-Member Survey Party	\$115.00 *
Land Surveyor (Office)	\$ 90.00 *
Land Surveyor Intern (Office)	\$ 50.00 *

Architect

Principal Architect	\$140.00
Project Architect Manager	\$105.00
Interior Designer	\$100.00
Senior Draftsman	\$ 90.00
CADD Operator	\$ 70.00
Administration	\$ 55.00

** Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, the Design Team reserves the right to negotiate overtime rates.*

Services not included:

1. Traffic Study
2. Quantity Take Offs for Construction

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement and the Terms and Conditions in the space provided and returning it to Dalhoff Thomas design|studio.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,
Dalhoff Thomas design | studio

A handwritten signature in black ink that reads "Dean Thomas". The signature is stylized, with a large, looped "D" and a horizontal line extending from the top of the "T".

Dean Thomas, PLA, CLARB, ASLA
Principal

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date, and return one copy for our files.

APPROVAL BY: _____
Signature

Date

STARKVILLE PARKS AND RECREATION DEPARTMENT LONG TERM RENTAL AND USAGE AGREEMENT

This agreement is entered into by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation ("City"), by and through its authorized representative, and Southwest Foundation hereinafter referred to as the "User" or "Tenant".

1) GENERAL TERMS

- a) This Agreement shall be in effect from 1 February 2021 to 31 January 2021, during which time the City will permit the User access to and use of the concession room and storage room located in the Travis Outlaw Center, 405 Lynn Lane, Starkville, Mississippi 39759, hereinafter referred to as the "Concessions" for the purposes of food storage, preparation and meal service.
- b) The user shall have access to the Concessions area for the following times:
 - (1) 01 January 2021 to 31 May 2021, Monday-Friday from 9 a.m. to 2 p.m.
 - (2) 01 June 2021 to 31 July 2021, Monday-Thursday 5 a.m. to 1:30 p.m.
 - (3) 01 August 2021 to 31 December 2021, Monday-Friday from 9 a.m. 2 p.m.
- c) The Tenant agrees to pay the amount of **\$150.00 per month**, on the 1st of each month, at the Travis Outlaw Center, through the Parks and Recreation Department at 405 Lynn Lane, Starkville MS, 39759. Payment shall only be received by The Parks and Recreation Director or Designee.
- d) No security deposit is required for this agreement.
- e) A **late fee of \$50.00** will be applied to the Tenant's balance when payments are not received on the 1st of the month. After the **14th day a penalty of 5%** per day will be compounded, until the outstanding balance is paid in full.
- f) The City shall provide the Tenant an opportunity to extend its lease agreement upon the following conditions:
 - (1) Tenant has not been delinquent with more than two payments in a 12-month period.
 - (2) Tenant must have a zero balance at the time of the request.
 - (3) Tenant must have maintained insurance coverage for the duration of the contract.
 - (4) Tenant must provide written notification to the City not less than 30 days prior to the end of this lease date.
- g) The City agrees not to increase Tenant's rent more than 10% upon the renewing of this contract.
- h) The City of Starkville shall not be responsible for any lost or stolen equipment of Tenant during the terms of this agreement.
- i) The Tenant is prohibited from transferring use or renting out any city facility. The City maintains the right to rent out all city facilities when not in use by the Tenant.
- j) If the Tenant abandons the leased space before the end of the primary lease term or the renewal lease term, or if Tenant becomes more than two months behind in rent payments or otherwise fails to abide by any provision in this lease agreement, then the City will

immediately cancel this lease agreement, require Tenant's operations to immediately cease, and require the full balance be paid by the Tenant immediately.

- k) If the City is required to employ an attorney to collect past due rent or enforce any terms of this agreement the Tenant agrees to pay the Landlord reasonable attorney fees of not less than \$1000.00 together with all costs collected.
- l) The City shall have the option to terminate this Agreement at any time with or without cause.
- m) The parties to this agreement are solely in a contractual relationship, and this agreement in no way constitutes or creates a partnership or joint venture.

2) The **Tenant agrees** that it shall be solely responsible for the following items:

- a) Maintaining the security and safety of the Concessions area. This shall include locking doors, windows, and storage rooms. Tenant shall also maintain daily sanitation and cleanliness, which includes daily pick up and disposing of food, maintaining cleaning standards, and disposing of trash. Tenant shall provide their own supplies for cleaning and disposal for the terms identified within this agreement.
- b) Tenant shall perform background checks on all volunteers and staff. The background checks cannot be more than 90 days old. Background checks shall be renewed each annual year and provided to the parks and recreation department.
- c) The Tenant agrees that all food handlers shall have a SERV Safe certification and will provide those to the parks and recreation department.
- d) The Tenant agrees to be solely responsible for any and all damages related to and arising out of the use of the area during the term of this agreement when the area is being used by the Tenant. This applies to, but is not limited to, any and all persons associated with the Tenant who uses the facility area or who attend the Tenant's events for the term of the agreement. The Tenant agrees to be solely responsible for all repairs or costs of repairs to the facilities area and for any and all related damages as set forth herein.
- e) The Tenant shall maintain order and safety. The Tenant shall assign one person as an on-site representative during all scheduled times, and provide that information to the City, no later than the week prior to their start date.
- f) The Tenant is prohibited from transferring use or renting out any city facility to generate income of any kind.
- g) The Tenant shall not make changes to the facility unless it provides detailed plans to the City outlining the request, and written approval has been provided from the City prior to any construction. Any such changes shall be made at no cost to the City.
- h) Upon the Tenant's departure, the facility shall be returned to its normal condition, unless agreed upon by both parties.
- i) The tenant is responsible for providing signage for their operation. However, the sign must be reviewed and approved by the City in writing.
- j) The Tenant is responsible to clean and maintain all common areas inside the concessions and storage room and the grounds area directly used by the Tenant. When excess cleaning is required by the City, due to neglect of the Tenant, a \$100.00 fine will be applied to the Tenant Balance and subject to all penalties.
- k) The Tenant agrees to pay for all normal maintenance outside of structural stability and HVAC unit failure.

- l) The Tenant shall at all times conduct its business in such a manner as not to create a nuisance or menace to the other tenants in this building and parking area of the leased premises.
 - m) In the event the Tenant's business files bankruptcy, the rent obligation accelerates and the authorized agents of the Tenant agree to be held personally liable for the remainder of the rent due to the City.
 - n) The Tenant hereby agrees to refrain from any activity in relation to a use that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.
 - o) All minors must adhere to the facility policy. When activities are executed inside the Outlaw Travis Center children must be unsupervised by staff.
 - p) Appropriate supervision is required at all times for minors. Minors under the age of 16, must have parental supervisor while accessing the facility. Minors under the age of 16 must have a parental release form, chaperoned by an adult at all time while participating in the activities.
- 3) The **City agrees** that it will be responsible for providing the following items during the term of this Agreement:
- a) Provide the space outlined in this agreement.
 - b) The City shall perform a facility inspection once a month which shall include: HVAC, structural, cleanliness, and security.
 - c) The City shall use the concession area for special events or activities as needed. When the City is using the concession area, the City shall be responsible for cleaning and replenishing/supplying custodial supplies only for those events.
 - d) The scheduled usage of the concessions related to dates and times are subject to change at the discretion of the City. The City will attempt to provide the Tenant 24 hours' notice if changes occur.
 - e) The City reserves the right to cease operations of the facility at any time.
 - f) The City reserves the right to use this facility as part of the Emergency Action Plan/Crisis Management. Under conditions where the emergency action plan is activated the Tenant will be required to immediately close down the business and vacate the premise as needed. Notification will be provided as far in advance as possible to prevent any undue hardship.
 - g) City will perform bi-weekly inspections for food safety and operational cleanliness.

4) INSURANCE REQUIREMENTS

- a) During the term of this Agreement, the Tenant shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the facility or the activities associated with the use of the facility by the Tenant, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than \$1,000,000 for personal injury, death, or property damage to the facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will

be accepted. The Tenant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Tenant's User's insurance & shall not contribute to it.

5) USE OF FACILITY KEYS

- a) The City will issue one key to the designated on-site supervisor to use for the entire term of the contract. This key will be signed out from the City Administrative Assistant prior to the start of this contract. This key will provide access to the designated areas, along with the storage room. The keys may not be reproduced or duplicated by the Tenant. Any Key that is lost will be required to pay the replacement value of the key. Keys that are not returned within (5) five days after the end of this contract, the Tenant will pay a \$500 fine to the City.

6) INDEMNIFICATION

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

7) RELEASE

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

8) MISCELLANEOUS TERMS

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

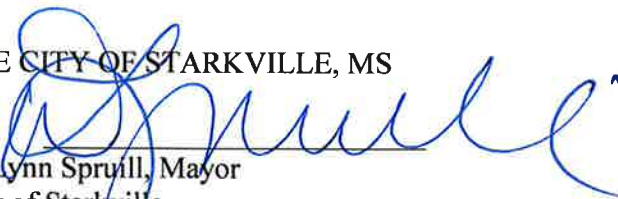
- c) No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.
- d) Any amendment to this contract must be done in writing and agreed upon by the parties.
- e) The parties have read the terms of this Agreement and agree to the terms and conditions contained herein.

The designated agents for the parties are:

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

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

By: 
Gwendolyn Gray
Chief Executive Officer
Southern Foundation for Homeless Children, Incorporated.
Date: 1/21/2021

THE CITY OF STARKVILLE, MS
By: 
D. Lynn Spruill, Mayor
City of Starkville
Date: 1-19-2021

21. REQUEST AUTHORIZATION TO ALLOW OFFICER MATTHEW LASKER, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, FEBRUARY 8-12, 2021, LOCATED IN VICKSBURG, MS; AT A COST NOT TO EXCEED \$1,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Officer Matthew Lasker, to attend Field Training Officer Certification, February 8-12, 2021, located in Vicksburg, MS; at a cost not to exceed \$1,000.00” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO PURCHASE RENEWAL FROM POWERDMS THE CONTINUING ANNUAL SOFTWARE FOR POLICY PROCEDURE AND TRAINING MANAGEMENT WITH AN ANNUAL FEE OF \$5,246.08.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase from PowerDMS, the continuing annual cost package for policy, procedure and training management software with an annual fee of \$5,246.08” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO SELECT UTILITY, INC. AS THE BEST BID TO PROVIDE MOBILE VEHICLE AND BODY WORN RECORDING SYSTEMS IN THE AMOUNT OF \$621,600.00 WITH THE CITY CLERK TO ADVERTISE FOR FINANCING OPTIONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to select Utility, Inc. as the best bid to provide mobile vehicle and body worn recording systems in the amount of \$621,600.00 with the City Clerk to advertise for funding options” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. REQUEST AUTHORIZATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 722 Vine Street with the parcel number 102H-00-170.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION TO PURCHASE A T64 T4 BOBCAT COMPACT TRACK LOADER FOR THE WASTEWATER TREATMENT PLANT FROM STATE CONTRACT 8200036886 IN THE AMOUNT NOT TO EXCEED \$46,000.00.

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

January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase a T64 T4 Bobcat Compact Track Loader for the Wastewater Treatment Plant from state contract in the amount not to exceed \$46,000.00” is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ADVERTISE FOR PROPOSALS FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 THAT WILL BE LISTED AS SURPLUS AND AUCTION ON GOVDEALS.COM FOR THE ELECTRIC DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for proposals for a 6 x 4 tandem axle truck with eighty (80) foot hydraulic derrick (equipment only) as a replacement for the existing digger/derrick truck #46 that will be listed as surplus and auction on govdeals.com for the Electric Division” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill thanked everyone who assisted the previous day, Dr. Martin Luther King Jr. Day, in distributing food and supplies at the J L King Center.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked as to the progress of the Starkville recycling program. Alderman Sistrunk stated educational materials are being designed and that no contract has been agreed upon yet, but should be soon.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he hoped never to see a situation again such as the recent one at the United States Capital.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

ANNUAL REPORT AND PUBLIC HEARING FOR THE SMART GRANT APPLICATION PRESENTED BY JEREMIAH DUMAS HEAD OF PARKING AND TRANSIT FOR MISSISSIPPI STATE UNIVERSITY.

Director Jeremiah Dumas and Associate Director Ronnie White gave a brief overview of the Starkville – MSU Area Rapid Transit (SMART) public transportation system.

Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services, the City of Starkville and Oktibbeha County.

Mr. Dumas discussed the effect of Covid on the transportation system in 2020, but ridership is starting to increase. Safety precautions are being taken to decrease the spread of Covid. Grant funds were received in 2020 to build a new operations facility.

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

Alvin Turner expressed his gratefulness for the transportation service.

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

PUBLIC HEARING AND CONSIDERATION OF RZ 21-01 A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

Daniel Havelin presented RZ 21-01. This is a request by the City of Starkville to correct an error in the Official Zoning Map of the City of Starkville for 4 lots in the “Cornerstone Industrial Park Phase I” subdivision. The following lots with the parcel numbers are included in the rezoning: Lot 18 (104 -17-001.08), Lot 20 (104 -17-001.07), Lot 23 (104 -17-001.06), and Lot 24 (104 -17-001.09). The request is to rezone the 4 lots from S-I (Special Institutional) to C (Commercial) based on an error in the map and a need to correct the error. All lots within the subdivision were rezoned to Special Institutional in December of 2019 with the adoption of the Unified Development Code. The issue is that the S-I zoning designation is used for any City of Starkville owned, managed, and/or partially owned building used for purposes such as, but not limited to: administrative functions, emergency services, utilities, public facilities, and/or parks and recreation. The 4 subject lots are not owned or managed by the City. 2 of the lots, Lot 23 and Lot 24, are owned by other governmental agencies. The other 2 lots, Lot 18 and Lot 20, are privately owned. The 2 government owned lots are not regulated by the City. The 2 privately owned lots are restricted to primarily governmental uses unless they are rezoned. The zoning designation of C (Commercial) would provide for appropriate uses and dimensional standards for future development.

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

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

28. CONSIDERATION OF RZ 21-01: A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve RZ 21-01 to rezone Lots 18, 20, 23, and 24 of the Cornerstone Industrial Park Phase I subdivision to C (Commercial) zoning designation based on an error in the map and a need to correct the error. The Board voted as follows:

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

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

FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.

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

John Higgins, owner of Spring Street Cigars, asked that the exception be allowed. He is opening a business in the old Mugshots building on Main Street and hopes to have beer brewing equipment on the first floor. They do not have any equipment or plans to serve food at this time.

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

29. CONSIDERATION OF LW 21-01: A REQUEST FOR A LANDSCAPE WAIVER FROM BUFFER LOCATION AND TREE TYPE REQUIREMENT FOR A TOWNHOME DEVELOPMENT ON LYNN LANE IN A TN-N ZONE WITH PARCEL NUMBER 102I-00-002.00.

Daniel Havelin presented LW 21-01. The applicant Andy Fornea, of A.S. Fornea Construction on behalf of Dallas Richmond, Sean Richmond, W. Labon Richmond, is requesting 2 landscape waivers for a proposed townhome development located on Lynn Lane. The applicant is proposing building a 42-unit townhome development on the site. A special exception for the use of townhomes was approved by the Board of Aldermen on May 5, 2020. As part of the approval, a 20' wide Type C landscape buffer along the northern property line was required. The Development Review Committee has started site plan review of the project. During the site plan review, a conflict between the required landscape buffer on the north side of the property and the utility easement was discovered. Section 14.12.3.C of the Unified Development Code (UDC) does not permit a buffer to be located within a "public utility easement". The applicant is requesting to use part of the utility easement as part of the buffer. To accomplish this, the applicant will need to use tree species that won't interfere with the operation and maintenance of the overhead power line. The applicant has worked with Starkville Utilities in the selection and location of several species of small trees.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to approve LW 21-01: a request for a landscape waiver from buffer location and tree type requirement for a townhome development on Lynn Lane in a TN-N zone with parcel number 102I-00-002.00. The Board voted as follows:

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

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

30. 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 January 12, 2021 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	\$ 276,531.54
Restricted Police Fund	002	4,540.05
Airport Fund	015	2,586.61
Airport – Restricted Fund	016	16,035.86

Sanitation	022	56,385.84
Industrial Park Bond	303	21,833.05
Public Improvement Bonds 2018	319	56,169.70
BUILD Grant	377	54,243.31
Economic Dev, Tourism, Conv	380	25,825.52
Sub Total Before Utilities		\$ 514,151.48
Utilities Dept.	SED	1,768,202.67
Total Claims	Total	\$ 2,282,354.15

31. MOTION TO ADJOURN UNTIL FEBRUARY 2, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until February 2, 2021 @ 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 _____ 2021.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 29, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 29, 2021 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman David Little, Alderman Hamp Beatty, Alderman Henry Vaughn, Sr., City Attorney Chris Latimer and City Clerk Lesa Hardin. Alderman Ben Carver attended telephonically.

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

Brandon Doherty, Park and Recreation Director, presented an update on the status of park programs and the proposed organization re-structure of the Park and Recreation Department.

The Mayor and members of the Board discussed items on the upcoming February 2, 2021 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 29, 2021**

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

The public and media are invited to attend.

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



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

January 29, 2021

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY BRANDON DOHERTY ON THE STATUS OF
PARKS PROGRAMS AND ORGANIZATION STRUCTURE.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 2, 2021
REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY
OF STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM: MINUTES
AGENDA DATE: 2-16-21
PAGE: 1 of 58

SUBJECT: Request approval of the minutes of the February 2, 2021 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 February 2, 2021 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
February 2, 2021**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on February 2, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the February 2, 2021 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, FEBRUARY 2, 2021
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 JANUARY 15, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: TAP GRANT / CERTIFIED RETIREMENT COMMUNITY

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.
2. PUBLIC HEARING AND CONSIDERATION OF SE 21-01: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.
3. PUBLIC HEARING AND CONSIDERATION OF VA 21-01: A REQUEST FOR A VARIANCE FROM SIDE AND REAR SETBACK REQUIREMENTS FOR THE ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.

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

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING
THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 26, 2021 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

1. CONSIDERATION OF DECLARING 1986 FORD FIRE TRUCK (VIN: 1FDYD8DU7HVA17865), 1986 SUTPHEN LADDER TRUCK (VIN: 1S9A5LDD3G2003415), 2006 PIERCE CUSTOM PLATFORM (VIN: 4P1C001E46A006437) AND A 1993 E-ONE FIRE TRUCK (1HTSDN6R1PH498885) AS SURPLUS AND AUCTION ON GOVDEALS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CARSON DALLAS, ALLEN PEPPER AND BRAD WILLIAMSON AS AIRCRAFT LINEMEN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
2. REQUEST APPROVAL OF THE PROMOTION OF KEN BRITT TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JOSHUA DYLAN MOFFETT AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JARED THORNTON AS A MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE TANIYA BLAND AS A PART TIME RECEPTIONIST AND OLIVIA JENKINS AS INTERN FOR THE CITY OF STARKVILLE FINANCE & ADMINISTRATION DEPARTMENT.
6. CONSIDERATION AND APPROVAL OF THE REORGANIZATION OF THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWAL OF SERVICE AGREEMENT WITH NEXT STEP INNOVATIONS.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE DIVISION

a. REQUEST APPROVAL TO ENTER INTO THE GRANT AGREEMENT FOR FY21 FUNDING WITH THE HOT SPOT JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$47,885.00 FOR FUNDING OF OVERTIME AND EQUIPMENT.

b. REQUEST APPROVAL TO APPLY FOR THE 4-COUNTY FOUNDATION, INC. GRANT IN THE AMOUNT OF \$8,400 FOR THE USE OF BODY ARMOR EQUIPMENT PURCHASES.

2. CODE ENFORCEMENT DIVISION
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE 2021 REAR LOADING REFUSE TRUCK FROM HOL-MAC CORPORATION, THE LOWEST BIDDER, AT A COST OF \$225,746.00 AND AUTHORIZATION TO LIST FOR SALE THE 2006 REAR LOADING REFUSE TRUCK ON GOVDEALS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM CENTRAL PIPE SUPPLY, INC. TO PURCHASE PVC PIPE FOR THE PHASE 1 WATERLINE REPLACEMENT ON NORTH MONTGOMERY (CRITZ STREET TO OKTIBBEHA DRIVE) IN THE AMOUNT OF \$17,031.20.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 16, 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 at (662) 323-2525, ext. 3129, at least forty -eight (48) hours in advance for any services requested.

Consent items 2 – 15:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 15, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the extension of 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: February 2, 2021

Mayor, D. Lynn Spruill

ATTEST: _____
City Clerk, Lesa Hardin

4. CONSIDERATION TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for leasing airport tillable land located south and west of the runway and taxiway and inside the fenced area for one year for farmland at George M. Bryan Field” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF DECLARING 1986 FORD FIRE TRUCK (VIN:1FDYD8DU7HVA17865), 1986 SUTPHEN LADDER TRUCK (VIN: 1S9A5LDD3G2003415), 2006 PIERCE CUSTOM PLATFORM (VIN: 4P1C001E46A006437) AND A 1993 E-ONE FIRE TRUCK (1HTSDN6R1PH498885) AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring 1986 Ford Fire Truck (VIN:1FDYD8DU7HVA17865), 1986 Sutphen Ladder Truck (VIN: 1S9A5LDD3G2003415), 2006 Pierce Custom Platform (VIN: 4P1C001E46A006437) and a 1993 E-ONE Fire Truck (1HTSDN6R1PH498885) as surplus and auction on Govdeals” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO HIRE CARSON DALLAS, ALLEN PEPPER AND BRAD WILLIAMSON AS AIRCRAFT LINEMEN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Carson Dallas, Allen Pepper and Brad Williamson as an Aircraft Lineman (FBO) in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

7. REQUEST APPROVAL OF THE PROMOTION OF KEN BRITT TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Ken Britt to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO HIRE JOSHUA DYLAN MOFFETT AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Joshua Dylan Moffett as an Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE JARED THORNTON AS A MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jared Thornton as a Maintenance Worker in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TANIYA BLAND AS A PART TIME RECEPTIONIST AND OLIVIA JENKINS AS INTERN FOR THE CITY OF STARKVILLE FINANCE & ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Taniya Bland as a Part Time Receptionist and Olivia Jenkins as Intern for the City of Starkville Finance & Administration Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO RENEW A SERVICE AGREEMENT WITH NEXT STEP INNOVATIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a renewal of service agreement with Next Step Innovations” is enumerated, this consent item is thereby approved.

Contract for Information Technology (IT) Services
Block of Time Agreements
Provided By Next Step Innovation

1. Term of Agreement

This Agreement between the City of Starkville, herein referred to as Client, and Next Step Group, Inc, hereinafter referred to as Service Provider, is effective upon the date signed and shall remain in force perpetually unless cancelled in writing by the Client or Service Provider. Cancellations by the Service Provider require 90 days' notice and a refund to the Client for any unused pre-paid hours. Cancellations by the Client require 30 days' notice but no refund will be issued to the Client for any unused pre-paid hours. In that event, the Service Provider will honor the terms of this contract until the unused pre-paid hours are exhausted or expired.

Any unused pre-paid hours expire 12 months from the date of purchase and will not be reimbursed to the customer.

2. Fees and Payment Schedule

Fees will be negotiated and approved by the Client prior to signing this contract.

For pre-paid hours, the Client will receive a weekly email notification displaying the summary of usage and balance of remaining hours.

For non-pre-paid hours, the Client will receive a monthly invoice for hours used during the previous month in addition to the weekly email notification displaying the summary of usage.

Services will be suspended if any payment is not received within 45 days. Hours shall be billed/used at a 1:1 rate for regular business hours and a 2:1 rate for after-hours and weekend support.

3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

4. Coverage

Hardware/software/material costs of any kind are not covered under the terms of this Agreement.

Working hours are limited to 8:00 AM through 5:00 PM M-F excluding public holidays. After-hours and weekend support must be scheduled at least 48 hours in advance to guarantee coverage during those times. After-hours and weekend support events not scheduled in advance may not be covered.

Service provider makes no guarantee regarding response times. Service provider will make every reasonable effort to address emergency or unscheduled support requests but cannot provide a guarantee. This contract addresses blocks of time which are not intended to provide emergency or unscheduled support.

Limitation of Liability

Neither party shall be held liable for any delay or failure in performance of all or a portion of the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

5. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Service Provider may, at any time and without notice, partner with one or more providers to fulfill its obligations under this agreement.

6. Acceptance of Service Agreement

Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.



Trent Townsend

1/26/2021

Authorized Signature

Service Provider

Date

Authorized Signature

Client

Date

Appendix A – Nondisclosure Agreement

Effective Date:

End Date: This Confidentiality Agreement shall continue in effect in perpetuity or until such time as the Information becomes general public knowledge through no fault of either party.

To protect certain proprietary or confidential information (either or both of which are herein described as “Proprietary Information”), which may be disclosed between them, Next Step Innovation, which is acting collectively for itself and for its subsidiaries and affiliates, and the City of Starkville, hereafter referred to as the “Participant,” (identified below) agree that:

1. The disclosing party/parties (“Discloser”) of Proprietary Information is/are:

☐ Next Step Innovation

☐ Participant

☒ Both Next Step Innovation and Participant

2. The parties ☐ desire ☒ do not desire to specify representatives authorized to disclose and/or receive Proprietary Information. Lack of specification will not affect the obligations regarding treatment of Proprietary Information. If so desired, the representatives are:

Next Step Innovation:

Participant:

3. Proprietary Information includes, without limitation, data, which a disclosing party now or in the future possesses relating to certain technical, business, financial, and other information generally considered by that party to be confidential. Such information includes all information disclosed by Discloser to Recipient that is designated in any manner as confidential or that by its nature should reasonably be regarded by Recipient as confidential and includes, but is not limited to, Recipient’s contract with Discloser, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems and methodologies, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, regardless of whether such information would be protected by common law. Confidential Information provided by one party to the other before execution of this Agreement and in connection with the Relationship is also subject to the terms of this Agreement. “Affiliate” means any entity that controls, is controlled by, or is under common control with, a party hereto. The parties ☐ desire ☒ do not desire to specify the type of Proprietary Information to be disclosed under this Agreement and the express purpose for such disclosures. Lack of specification will not affect the obligations regarding treatment of Proprietary Information. If so desired, the Proprietary Information is described as:

for the purpose of:

Each party acknowledges that unauthorized disclosure or use of the other party’s Proprietary Information could cause irreparable harm and significant injury to the other party. In the event this NDA is in reference to a defined business opportunity, the receiving party shall take all reasonable precautions to prevent current employees of the receiving party with access to the disclosing party’s Proprietary Information, from participating on a competing team for the defined business opportunity. Accordingly, each party agrees that the other party shall have the right to seek and obtain immediate injunctive relief from breach or threatened breach of this Agreement, in addition to any other rights and remedies it may have.

4. This Agreement controls only Proprietary Information that is disclosed on or after the Effective Date. This Agreement shall terminate on the End Date, if one is specified. The party receiving the Proprietary Information (“Recipient”) will continue to protect Proprietary Information for a period of five (5) years beyond the termination of this Agreement. This clause shall survive termination.
5. Either party may terminate this Agreement upon thirty (30) days’ written notice. Within ten (10) days of termination of this Agreement, Recipient will return or destroy all Proprietary Information received (including all copies) and provide the Discloser with documentation attesting to that fact.
6. Recipient shall not disclose Proprietary Information to any third party without the prior written consent of the Discloser or otherwise pursuant to the Mississippi Public Records Act and shall limit its disclosure to itself (if an individual), its employees, agents, and

consultants having a need to know and who are under non-disclosure obligations no less restrictive than in this Agreement. Recipient shall protect the disclosed Proprietary Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Proprietary Information as Recipient uses to protect its own proprietary or confidential information of a like nature. Recipient may make copies of the Proprietary Information as reasonably necessary to effectuate the intent of entering into this Agreement, provided each copy is considered Proprietary Information and all proprietary legends or markings on the original are retained on the copies.

7. Recipient shall have a duty to protect only that Proprietary Information which is: (a) disclosed by the Discloser in writing (to include electronic transmissions and data files) and is marked as "Proprietary" or "Confidential," or with a similar legend, at the time of disclosure; or which is (b) disclosed by the Discloser in any other manner, is identified as proprietary or confidential at the time of disclosure, and is summarized and designated as proprietary or confidential in a written memorandum delivered to the Recipient within fifteen (15) days of disclosure.
8. The obligations herein will not apply to any information which is: (a) available to the public other than by breach of this Agreement by Recipient; (b) rightfully received by Recipient from a third party without proprietary or confidential limitations; (c) independently developed by Recipient's employees; (d) known to Recipient prior to first receipt of same from Discloser; or (e) hereinafter disclosed by the Discloser to a third party without restriction or disclosure.
9. Each Discloser warrants that it has the right to make the disclosures under this Agreement.
10. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the Proprietary Information. Either party may, at its sole discretion, using its own information, offer such products for sale and may modify them or discontinue the sale at any time.
11. Neither party has an obligation under this Agreement to purchase any product or service from the other party. The parties do not intend that any agency or partnership relationship be ceased by them by this Agreement. All additions or modifications to this Agreement must be made in writing and signed by both parties. This Agreement is the full understanding of the parties relative to the protection of Proprietary Information and supersedes all other understandings with respect thereto. Neither party acquires any licenses or any other intellectual property rights of the other party under this Agreement. This Agreement is made under and shall be construed according to the laws of the State of Mississippi, excluding its principles of conflicts of laws.
12. Recipient may reproduce and disclose Proprietary Information as part of a proposal to a potential customer provided that: (a) if the customer is the U.S. Government, the Proprietary Information shall be disclosed pursuant to and bearing the appropriate legends set forth in the applicable regulations; (b) if the customer is other than the U.S. Government, the customer is under non-disclosure obligations no less restrictive than in this Agreement; and (c) Recipient informs the Discloser of the intent to reproduce and disclose Proprietary Information as part of a proposal reasonably in advance of doing so, and the Discloser consents in writing.

SIGNATURE PAGE FOLLOWS

Next Step Innovation

703 Hwy 80 W
Clinton, MS 39056



Signature:

Name: Trent Townsend

Title: CEO

Date: 1/26/2021

Participant:

Address
City, State Zip

Signature:

Name:

Title:

Date:

12. CONSIDERATION TO ENTER INTO THE GRANT AGREEMENT FOR FY21 FUNDING WITH THE HOT SPOT JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$47,885.00 FOR FUNDING OF OVERTIME AND EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into the 100% reimbursable grant agreement for the Hot Spot Justice Assistance Grant for FY21 Funding in the area of overtime and equipment for funding for ten (10) Radar Speed Detectors, one (1) covert camera, and approximately 1000 hours overtime for \$47,885.00” is enumerated, this consent item is thereby approved.

The grant agreement follows this page.

13. CONSIDERATION TO APPLY FOR THE 4-COUNTY FOUNDATION, INC. GRANT IN THE AMOUNT OF \$8,400 FOR THE USE OF BODY ARMOR EQUIPMENT PURCHASES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an application for a 4-County Foundation, Inc. grant in the amount of \$8,400 for the use of body armor equipment purchases” is enumerated, this consent item is thereby approved.

This grant agreement follows the JAG Hot Spot grant.

14. CONSIDERATION TO PURCHASE 2021 REAR LOADING REFUSE TRUCK FROM HOL-MAC CORPORATION, THE LOWEST BIDDER, AT A COST OF \$225,746.00 AND AUTHORIZATION TO LIST FOR SALE THE 2006 REAR LOADING REFUSE TRUCK ON GOVDEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 2021 Rear loading refuse truck from Hol-Mac Corporation, the lowest bidder, at a cost of \$225,746.00 and authorization to list for sale the 2006 rear loading refuse truck on GovDeals” is enumerated, this consent item is thereby approved.

City of Starkville - Rear Loading Refuse Unit - Reverse Auction (ID : 19579)					
Lot :	Refuse Truck				
Total Participant(s) :	4				
Number of Item(s) :	1				
Total Bids :	24				
Start Date (US/Central) :	23-Dec-20				
Total Duration :	30 Minutes				
Item Description	Qty.	Hol-Mac Corporation	Truckworx	Sansom Equipment Company	Burroughs Diesel
Refuse Unit - As Specified - Each	1 or More	\$225,746.00	\$227,588.15	\$229,131.00	\$306,348.00
Delivery Time (In Days Only)	1 or More	90	180	150	150
Power	1 or More	Diesel	Diesel	Diesel	CNG

15. CONSIDERATION OF THE LOWEST QUOTE FROM CENTRAL PIPE SUPPLY, INC. TO PURCHASE PVC PIPE FOR THE PHASE 1 WATERLINE REPLACEMENT ON NORTH MONTGOMERY (CRITZ STREET TO OKTIBBEHA DRIVE) IN THE AMOUNT OF \$17,031.20.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the February 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Central Pipe Supply, Inc. to purchase pvc pipe for the Phase 1 waterline replacement on North Montgomery (Critz Street to Oktibbeha Drive) in the amount of \$17,031.20” is enumerated, this consent item is thereby approved.

Two quotes received: Central Pipe - \$17,031.20 and G&C Supply - \$19,063.60



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

January 15, 2021

Lynn Spruill, Mayor
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Subject: Project Number: 20HS2311
 Program: Justice Assistance Grant (JAG)
 Effective Date: January 15, 2021

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$47,885.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #9*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

Sincerely,

Emberly K. Holmes
Office Director

Division of Public Safety Planning SUBGRANT SIGNATURE SHEET

Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin St Starkville, MS 39759 Cpl. Christopher Jackson 662-769-4425 c.jackson@cityofstarkville.org		2. Effective Date: January 15, 2021 3. Subgrant Number: 20HS2311 4. Grant Identifier: (Funding Source & Year) 2020-MU-BX-0053 5. Beginning & Ending Dates: 01/15/2021—12/31/2021 6. Subgrant Payment Method: ☒ X Cost Reimbursement ☐ Other					
7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	\$ 25,000.00						\$ 25,000.00
Fringe Benefits							
Equipment	\$ 22,885.00						\$ 22,885.00
Travel							
Operating Expenses							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$ 47,885.00						\$ 47,885.00
8. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all the provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. JAG Statement of Special Conditions Attachment A – Standard Assurances Attachment C – Civil Rights Compliance Checklist Attachment E – Discrimination Complaint Policies Attachment G – Certification Regarding Lobbying Attachment B – EEOC Certification Attachment C-2 – Civil Rights Training Certification Attachment F – Certification Regarding Debarment Attachment H – Match Certification Form							
AGENCY APPROVAL				SUBGRANTEE ACCEPTANCE			
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director				10. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville			
11. Signature of DPSP Official:				12. Signature of Authorized Subgrantee Official:			
Date:				Date:			

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville Police Department				
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	5. Ending Date	
20HS2311	2020-MU-BX-0053	01/15/2021	12/31/2021	
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:	
Funding Sources				
7. For DPSP Use Only	8. Activity	Federal	State	Other (Local-Private)
	Byrne/JAG Hot Spots Policing Program	\$ 47,885.00		
				\$ 47,885.00
TOTAL		\$ 47,885.00		\$ 47,885.00

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville Police Department					Page 1 of 1	
2. Subgrant Number		3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
20HS2311		2020-MU-BX-0053	01/15/2021	12/31/2021		
6. Activity: JAG Hot Spots Policing Program						
7. FOR DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation			11. Budget	
	9. Line Item				Federal	All Other
	PERSONNEL	Overtime for Police Officers - (not to exceed 1000 hrs. @ \$25.00 per hr)			\$ 25,000.00	\$ 25,000.00
	EQUIPMENT	10- Radar Speed Detectors - \$ 1,589.00 ea. 1 Covert Camera Unit -			\$ 22,885.00	\$ 22,885.00
TOTAL					\$ 47,885.00	\$ 47,885.00

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
- ☐ Document Return Checklist

All of the above award documents (signed in blue ink) are enclosed and returned by:


Sub-grant Contact Person

1/25/2021
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Starkville
Name of Agency or Organization

20H52311
Subgrant Number

[Signature]
Chief Administrative Officer

2-2-21
Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 20H52311

Award Amount \$ 47,885.00

Subgrant Project Title:

Hot Spot

Organizational Name (Subgrantee or Funded Entity):

City of Starkville

Address:

110 W. Main St.
Starkville, MS 39759

Telephone Number: 662 323 4131

Subgrantee Duration:

Beginning Date: 1/15/2021

Ending Date: 12/31/2021

Project Director's Name, Address and Telephone Number:

Cpl. Christopher Jackson
101 E. Campkin St.
Starkville, MS 39759
(662) 323-4131 Ext. 4128

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Navarrete Ashford
110 West Main St.
Starkville, MS 39759
(662) 323-2525

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☒ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.



Authorized Official's Signature
(Subgrantee)

2-2-2021

Date

Lynn S. Wall

Typed or Printed Name

Mayor

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

11/27/2017

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: On website, advertisement, job applications, job postings,
and HR department

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: In employee handbook and brochures

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

Documented in employee handbook

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

The City of Starkville has an employee assistance program

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

Employee handbook

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments: *During employee orientation*

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following: *N/A*

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☒ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☒ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☒ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes

☐ No

City of Stockville
Name of Agency or Organization (Please Print)

20H52311
Subgrant Number

[Signature]
Authorized Official or Authorized Designee Signature

2-2-2021
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, Mayor Lynn Spruill, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))

Chief Mark Ballard
Cpl. Christopher Jackson

Date of Training

Location of Training

State of Mississippi

County of OKTIBBEHA

Signed [or attested] before me on 2/2, 2021 by V. Hampton

[Signature]
Authorized Signatory official

V. Hampton

Signature of Notarial Officer



Notary Public

Title of office

My commission expires: 4/29/2021

FOR OJP purposes only
This certification expires on: _____

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mayor Lynn Spruill
Name and Title of Authorized Representative

[Signature]
Signature

2-2-2021
Date

City of Storkville
Name of Organization

110 W. Main Street Storkville, MS 39759
Address of Organization

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Starkville
Name and Address of Organization
110 W. Main St.
Starkville, MS 39759


Name of Authorized Individual
Signature and Date

201452311
Subgrant Number

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: City of Starkville

Program for which Match is being certified under: Hot Spot

Grant Award # 20H52311

The Mayor, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

	Source(s)	Amount	Type (Cash/In-kind)
1.	<u>—</u>	\$ <u>—</u>	<u>—</u>
2.	<u>—</u>	\$ <u>—</u>	<u>—</u>
3.	<u>—</u>	\$ <u>—</u>	<u>—</u>
4.	<u>—</u>	\$ <u>—</u>	<u>—</u>


Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2019 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Certifications of Compliance with 8 U.S.C. § 1373 and 1644

No State, unit of local government or official that receives an award under the FY 2019 Byrne JAG Program may prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373 (a); or (2) a government entity or agency from sending, requesting, or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving.” 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Law Enforcement Task Forces – Required Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Certification of Body Armor "Mandatory Wear" Policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body Armor – Compliance with NIJ Standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Starkville (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Starkville
Agency's Name

20452311
Subgrant Award Number

Gary Spruill
Authorized Official (Please Print)

Mayor
Authorized Official Title

[Signature]
Authorized Official (Signature)

2-2-2021
Date

[Initials] Initial

The Starkville Police Department is requesting Ballistic Armor Plates on the behalf of the Starkville SWAT Team. The Starkville SWAT team is one of two SWAT teams in the Golden Triangle Area. SWAT is regular called out for Felony Apprehension, Disaster Relief, Felony Search Warrants, Narcotic Warrants and to assist other agencies within the Four County Area.

SWAT has been able to conduct several missions per week under the radar. SWAT prides itself in being a professional unit conducting highly dangerous situations without drawing bad attention to our service area. SWAT for its lifespan depends on grants and donations to outfit its honorable members. SWAT currently conducts all operations in Expired Armor. Also, the current armor that SWAT wears, weighs around 10 lbs per plate. A SWAT member usually has a load out weight of 30-40 lbs plus armor. That all sums up to each team member working at max effort for hours in 60lbs worth of gear! The new armor we are asking for would not only be in date for the next 5 years but would drop the total plate weight from 20lbs to 5lbs. I cannot stress enough the significates of this.

Ballistic armor gives SWAT the protection it needs from the violent offenders in our service area. Just in the last year SWAT has been in three major shooting events. Lighter more comfortable armor would not only give us more stamina but also, we would have more energy to make correct decisions.

Last, I would like to point out that plates expire and are no longer guaranteed to stop bullets after five years. Currently SWAT is wearing armor that is 1-2 years expired. I have requested enough money to supply all SWAT team members with new armor. We have 12 total members, 2 snipers and 10 entry members. We appreciate your time and consideration. We understand it's a large request and would be grateful for any support that you decide on.

- Sgt. Tyler Davis
SPD SWAT Team Leader



4-County Foundation, INC. Application for Organization



The 4-County Foundation was formed to give back to our members and the communities in which they live and work. Funds are distributed to tax exempt organizations as defined under Section 501(c) of the Internal Revenue Code and which are providing services or operating within the area served by 4-County Electric Power Association.

The Foundation Board of Directors meets approximately every two months to consider applications (subject to change). Applications must be received by the end of the month prior to the next scheduled board meeting. For example, applications for a January meeting must be received by 4-County no later than December 31. Applications received after the deadline will be held until the next board meeting.

Applications may be sent electronically to 4countyfoundation@4county.org, mailed to 4-County Foundation, PO Box 351, Columbus, MS 39703, or delivered to one of our offices.

Our goal is to support every eligible entity, but we cannot consider incomplete applications. This checklist will help make sure your organization's application has all the necessary items required for consideration.

Please be as specific as possible in the information provided. If you have questions, please contact us at 4countyfoundation@4county.org or call at 662-327-8900.

Requirements

The following must be included in application package to be considered complete:

- ☒ 501(c) Exemption letter from IRS
- ☒ Tax ID/EIN number
- ☒ Current Audited Financial Statement for Organization or IRS Form 990. If an audited financial is not available, attach detailed statement showing revenue, sources of revenue, program expenditures and cash/assets on hand
- ☒ Information on how grant funds will be used along with sources and uses of existing program funds, and itemized requests including quotes from vendors or pricing from retailers and total amount of Foundation grant requested. Special emphasis will be placed on benefit to 4-County members.
- ☒ All questions must be answered (please include additional pages if needed)
- ☒ Application must be signed.

Applications will be evaluated on several factors including:

- Potential benefit to residents/communities in 4-County service territory, with special emphasis on impact to 4-County members
- Whether person making application is a 4-County member and participates in Operation Roundup®
- Results that are predictable and can be evaluated
- Examples of funding sources for your project other than the 4-County Foundation
- Proper documentation and post grant reporting for organizations who have received a prior Foundation award

If the space provided for answers is not enough, please feel free to add additional pages. The more detail, the better for the Foundation Board when considering applications. *Incomplete applications will not be accepted.*

1. Complete Legal Name of Organization/Agency: Starkville Police Department
Official name of org/agency & must match name associated with Tax ID (line #7)
2. Address: 101 lampkin street
Street Address (include Post Office Box, if applicable)
Starkville, MS, 39759
City or Town State Zip Code
3. Phone Number: 662-323-4131 / 662-542-9902
Office Cell
4. Contact Person: Tyler Davis Sergeant
Name Title
5. Contact Email: m.davis@cityofstarkville.org
6. Is the person completing this application a member of 4-County Electric Power Association? No
a. If so, are you participating in the Operation Round Up® program? _____
7. Tax ID Number _____
Number Assigned to Organization/Agency listed in Line #1
8. Please give a brief description of Organization/Agency's core purpose and focus (Mission Statement):
Starkville Police Department core purpose is the safety of the citizens of Starkville, MS. SPD has a part time SWAT Team that works almost weekly.
Starkville Police Department's SWAT team roll is to respond to Highly dangerous situations within the City of Starkville and surrounded areas.
SPD SWAT conducts high risk search warrants, hostage situations, suicidal suspects, high risk arrest warrants, mutual aid for other Cities or Counties and Protection for largely populated events.
9. Has your organization received a prior grant(s) from the 4-County Foundation? If so, please list award(s) and date(s) received. (Organizations are only eligible for grants once a year) :
Yes,
10. Please provide a copy of Organization's most current financial statement or IRS Form 990.
11. Number of individuals, families, or groups served in each of the following counties in the last year:
Chickasaw _____, Choctaw _____, Clay _____, Lowndes _____, Monroe _____,
Noxubee _____, Oktibbeha 49,587, Webster 35,904, Winston _____.

12. Does organization/agency serve outside Chickasaw, Choctaw, Clay, Lowndes, Monroe, Noxubee, Oktibbeha, Webster, or Winston Counties?

Yes X No _____

- a. If yes, please provide information on number served and location:

Responded to Montgomery county for Mutual Aid. SPD SWAT team assisted with a barricade/suicidal suspect in Montgomery County.

13. A. State the *purpose* of Organization/Agency's funding request (*explain how funds are to be used and how they benefit the Community/Area*). If Organization has sufficient resources to complete this project without Foundation aid, please explain why this grant is being requested. **Please include other sources of funding your Organization will be utilizing for this request/project:**
Attached is a word document with the answer to 13A
-
-
-
-

- B. State the ***total amount*** of funding this application requests from the Foundation: \$ 8,400.00
(do not leave blank).

- C. Include itemized list with pricing, including quotes. For example: "After school program support:
50 workbooks @ \$5.00 each; 50 boxes of crayons @ \$3.95 each = \$447.50". (Attach additional page(s) if needed.)
-

(24) 10x12 Level III+ 6H Armor - \$350.00 per plate x 24 plates = \$8,400.00

A quote from United Shield Armor company is attached

14. How are Organization/Agency's programs measured for effectiveness? _____
-
-
-
-

15. Please list three references:

Name	Phone
Address	City State Zip

Name	Phone
Address	City State Zip

Name	Phone
Address	City State Zip

The information contained in this statement is for the purpose of obtaining funding from the 4-County Foundation, Inc., on behalf of the undersigned. Each undersigned understands that the information provided herein is used in deciding to grant funding, and each undersigned represents and warrants that the information provided is true and complete and that the 4-County Foundation, Inc. may consider this statement as continuing to be true and correct until a written notice of a change is provided. The 4-County Foundation, Inc. is authorized to make all inquiries deemed necessary to verify the accuracy of the statements made herein. **In accepting this award, the undersigned authorizes the release of basic information including name and likeness in written, photographic, video or electronic form for publicity use by the 4-County Foundation, Inc. and 4-County Electric Power Association. The undersigned also agrees, when applicable, to recognizing contribution of the 4-County Foundation by using provided signage on items funded or built with Foundation grants.**

City of Starkville
Name of Organization Police Dept.

[Signature]
Signature of Representative

Feb. 2, 2021
Date

Please make sure that your application is complete using the checklist on the first page. Incomplete applications will NOT be considered. It is the responsibility of applicant to supply a complete application.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill thanked everyone who helped with Starkville being officially designated a Certified Hometown Retirement City. Starkville is only one of 12 communities in Mississippi to hold this certification.

She also announced that Starkville had received notice of the award of a TAP Grant in the amount of one million dollars.

Mayor Spruill reminded everyone that February 15 will be a holiday. There will be city wide trash pickup on Tuesday, February 16.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins announced the receipt of a Community Development Block Grant to provide wastewater to the residents of Babylon Road which was part of the 1998 annexation.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked previous NAACP leaders for their leadership.

Laz Austin, Chairman of the Libertarian Party of Oktibbeha County, endorsed the removal of food sale requirements for the proposed brew pub. He stated the belief of the Libertarian Party is to leave decisions as these up to the private business or individual.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.

City Attorney Latimer read over the proposed amendments and answered questions from the Board.

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

Alvin Turner stated people need to be careful with actions that might upset people.

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

PUBLIC HEARING AND CONSIDERATION OF SE 21-01: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.

Daniel Havelin presented SE 21-01. This is a request by Neil Couvillion on behalf of Jetson & Bryn Taylor to allow for an accessory dwelling unit at 808 Greenbriar Street. The applicant is seeking a Special Exception to convert an existing accessory structure into an accessory dwelling. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "accessory dwelling" in a SD-2 zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

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

Bruce Dell of Couvillion Designs was present for questions.

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

16. REQUEST APPROVAL OF SE 21-01: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.

Alderman Carver, seconded by Alderman Beatty, offered a motion to approve SE 21-01 a request for Special Exception to allow for an accessory dwelling unit at 808 Greenbriar Street in a SD-2 zoning district with the parcel number 106C-00-078.00. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF VA 21-01: A REQUEST FOR A VARIANCE FROM SIDE AND REAR SETBACK REQUIREMENTS FOR THE ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.

Daniel Havelin presented VA 21-01. This is a request by Neil Couvillion on behalf of Jetson & Bryn Taylor for side and rear setback requirements for the existing accessory structure located at 808 Greenbriar Street. The applicants are proposing to add on to the accessory structure in the rear of the property. The existing structure is currently within the 5' side and rear setbacks for an accessory dwelling unit. The existing structure is approximately 1.5' from the side property line and 4.5' from the rear property line. The proposed addition will include a full bath and kitchenette. Thus, changing the existing accessory structure into an accessory dwelling unit. The addition will meet all required setbacks, but the existing structure cannot (see attachment 5). The applicant is requesting a reduction in the setback of 3.5' on the side and 0.5' on the rear.

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

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

17. CONSIDERATION OF VA 21-01: A REQUEST FOR A VARIANCE FROM SIDE AND REAR SETBACK REQUIREMENTS FOR THE ACCESSORY DWELLING UNIT AT 808 GREENBRIAR STREET IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 106C-00-078.00.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve VA 21-01 to allow for a variance from side and rear setback requirements for an accessory dwelling unit at 808 Greenbriar Street. The Board voted as follows:

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

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

18. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 26, 2021 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	\$ 261,800.17
Restricted Police Fund	002	1,298.01
Airport Fund	015	2,884.65
Sanitation	022	19,975.14
Industrial Park Bond	303	10,684.67
Public Improvement Bonds 2018	319	13,870.00
BUILD Grant	377	462.00
Economic Dev, Tourism, Conv	380	434.00
Trust & Agency	610	12,938.44
Economic Dev, Tourism, Conv	630	89,086.26
Sub Total Before Utilities		\$ 413,433.34
Utilities Dept.	SED	2,155,061.74
Total Claims	Total	\$ 2,568,495.08

19. CONSIDERATION AND APPROVAL OF THE REORGANIZATION OF THE PARKS AND RECREATION DEPARTMENT.

Brandon Doherty, Parks and Recreation Director, discussed a proposed reorganization plan of the Parks and Recreation Department. Alderman Little, duly seconded by Alderman Vaughan, offered a motion to approve the reorganization plan as presented. The Board voted as follows:

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

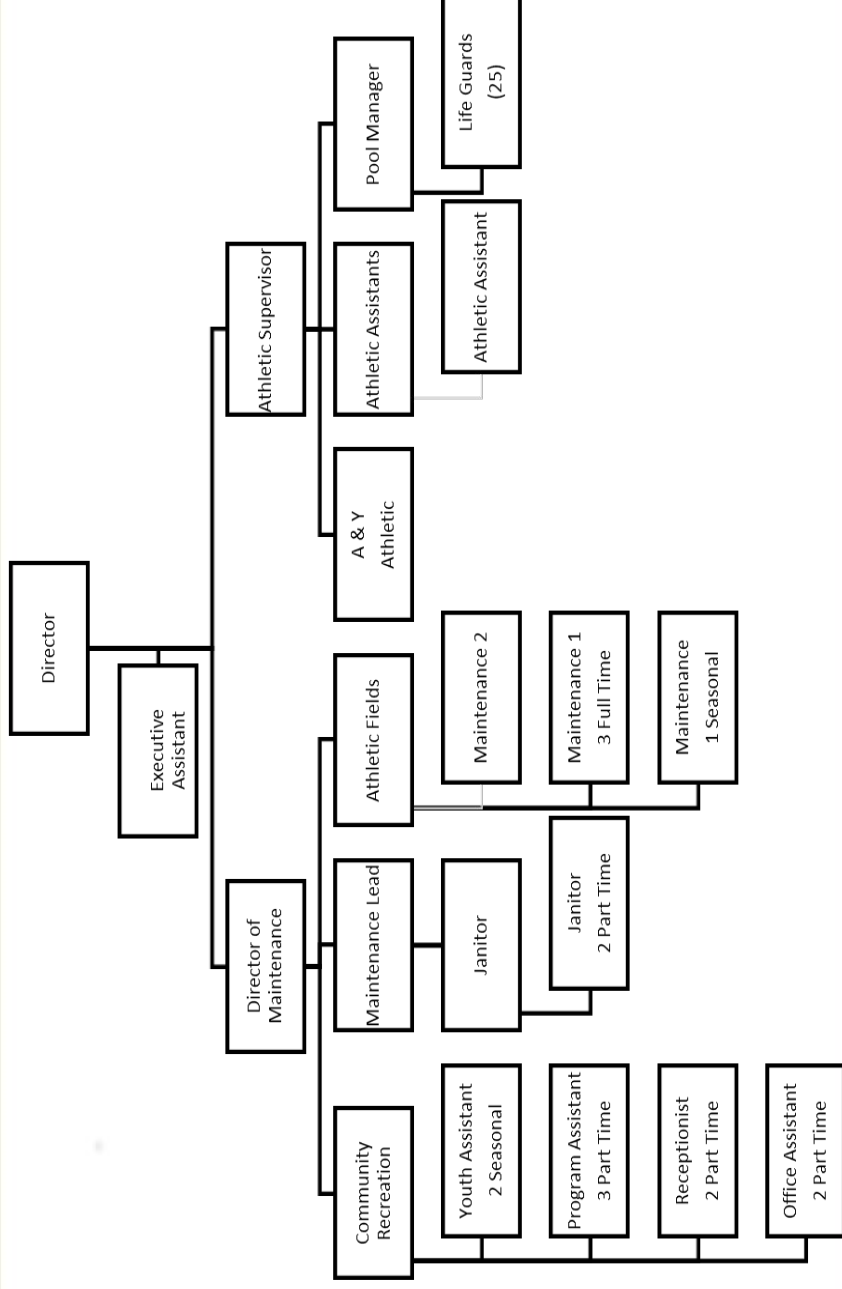
Having received a majority affirmative vote, the Mayor declared the motion passed.

Manpower Review

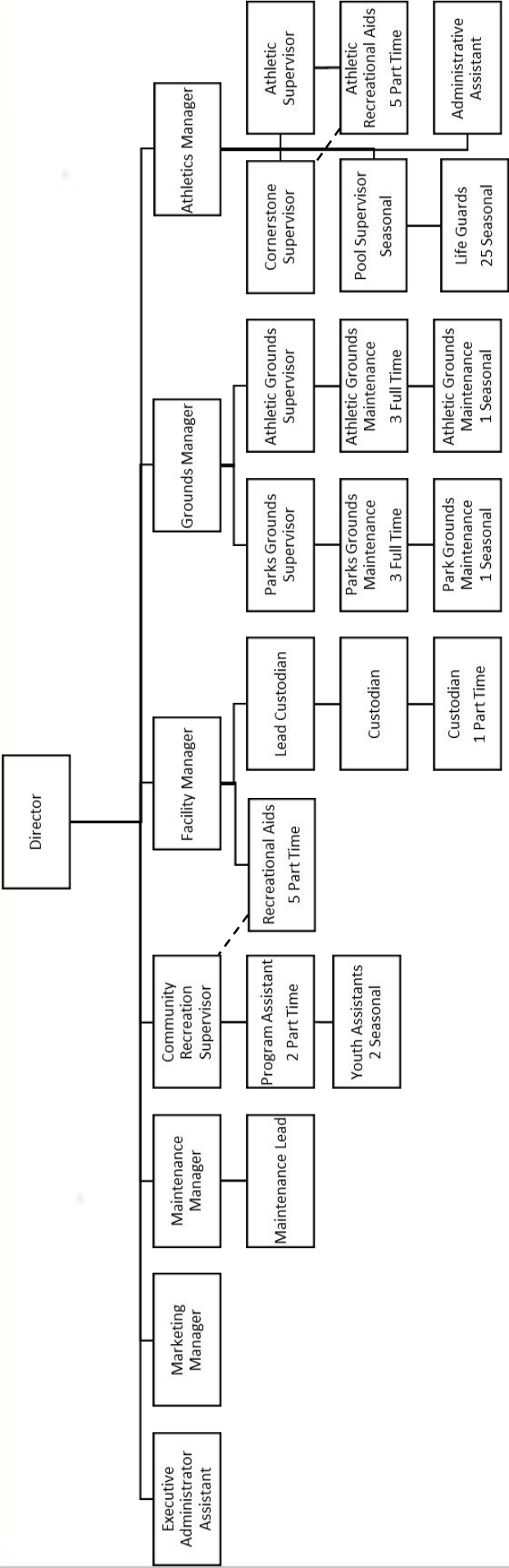
1. Started reviewing manpower in October 2020
1. Validated current manning document
2. Found operational discrepancies
3. Roles and Responsibilities
4. Assets Management
5. Programs
6. Safety



Current Organizational Chart



Proposed Organizational Chart



Budget

	<u>FY 2020-2021</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>
Labor Requirements:	\$834,744	\$1,100,000	\$1,290,000
General Fund:	\$817,950	\$ 817,950	\$ 817,950
1% Funds:	<u>+\$ 16,794</u>	<u>+\$ 282,050</u>	<u>+\$ 472,050</u>
Total:	\$834,744	\$1,100,000	\$1,290,000



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

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

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

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

21. A MOTION TO EXIT CLOSED SESSION.

Alderman Little offered a motion to exit closed session. Following a second by Alderman Perkins, the Board voted as follows to exit closed session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision not to enter into Executive Session.

22. A MOTION TO TERMINATE EMPLOYMENT OF TAMEIKA HARRIS.

Alderman Little offered a motion to accept the recommendation of Starkville Utilities Director Terry Kemp to terminate the employment of Tameika Harris based on the materials provided by Mr. Kemp and the City's Human Resources Director. Following a second by Alderman Perkins, the Board voted as follows:

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

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

23. MOTION TO RECESS UNTIL FEBRUARY 16, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until February 16, 2021 @ 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 _____ 2021.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: February 16, 2021

PAGE: Page 1 of 11

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

After inspection on March 29, 2018, and re-inspection on May 10, 2018, building officer determined that the house on the subject property (Parcel # 118P-00-116.00) was not fit for human habitation. Notification letter was sent out on May 10, 2018, and the Board of Aldermen determined to remove the house from the property at their June 5th meeting in 2018. Miss. Code Ann. § 21-19-11 allows the municipality to clean the site within the one-year period after the date of the hearing at which the property of parcel of land was adjudicated and, since June 5, 2018, the one-year window was closed without any cleaning activities.

The City restarted the process of Miss. Code Ann. § 21-19-11 to clean the property by calling for a public hearing on September 3, 2019. As required by Miss. Code Ann. § 21-19-11, Public Notices were posted on the subject property (9/12/2019) and the City Hall (9/11/2019). Notification letters were sent to the property tax payer/owner and the current resident (9/12/2019). The BOA again determined to remove the house at their October 1st meeting in 2019 and the one-year window has been closed again without cleaning activities. It was hard to burn because it was too close to neighboring houses.

Finding a way to demolish and clean the property instead of burning the house, the staff requested the BOA to consider a call-for meeting for a public hearing under Miss. Code Ann. § 21-19-11. Upon the needs for the City to restart the process of Miss. Code Ann. § 21-19-11 to clean the property, the Board of Aldermen called for a Public Hearing at their meeting on January 19, 2021.

As required by Miss. Code Ann. § 21-19-11, Public Notices were posted on the subject property (1/21/2021) and the City Hall (1/21/2021). Notification letters were sent to the property tax payer/owner and the current resident (1/21/2021).

REQUESTING

DEPARTMENT: Police Development

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Code Enforcement @ 662-323-4131 ext: 4117

SUGGESTED MOTION:

Move to determine that the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	MCDONALD ELIZA DAVIS	ACRES	**NA**
	307 APPLE ST	LAND VALUE	10000
		IMPROVEMENTS	6480
	STARKVILLE MS 39759	TOTAL VALUE	16480
		ASSESSED	2472
PARCEL	118P-00-116.00		
ADDRESS	307 APPLE ST		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	136.18	0.00	136.18
CITY	74.48	0.00	74.48
SCHOOL	160.95	0.00	160.95
TOTAL	371.61	0.00	371.61
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 29E CITY BLOCK 17
HOMESTEAD CODE	None		MAP 118P DB/PG 243/144
TAX DISTRICT	5110		
PPIN	008308		
SECTION	34		
TOWNSHIP	19N		
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	MERRITT INC	NOT REDEEMED
2018	INVICTUS INVESTMENTS LLC	NOT REDEEMED
2017	DEWEESE ROBERT BRENT	NOT REDEEMED
2016	SMITH DAVID B	NOT REDEEMED
2015	S & S PROPERTIES LLC	NOT REDEEMED
2014	BOAZ TAX SALE PROPERTIES LLC	NOT REDEEMED
2013	JONES KIMBERLY G	NOT REDEEMED



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4134

Violation of Starkville Code of Ordinances

Eliza Davis Mcdonald
307 Apple St
Starkville, MS 39759

Case No. 21-000025
Issued: January 21, 2021

VIOLATION LOCATION

307 Apple St
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 29e City Block 17
Parcel ID #118p-00-116.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-11 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

Violations Listing

Dilapidated Structures [MCA Sec. 21-19-11]

Reported By: Justin Maynard on Jan 13, 2021 at 10:46 AM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.



Oktibbeha County Mississippi



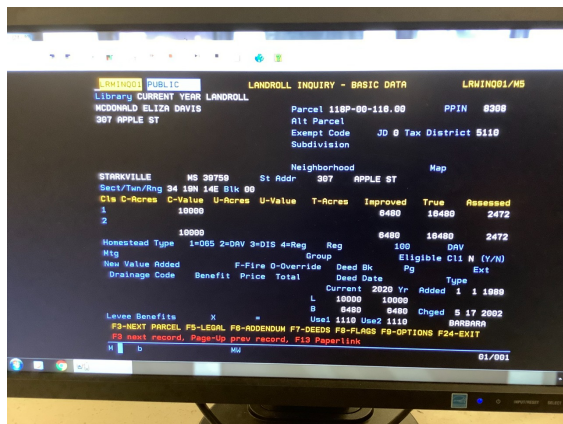
Property Link

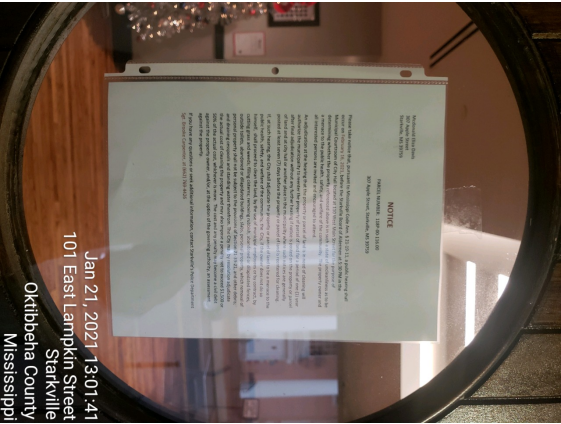
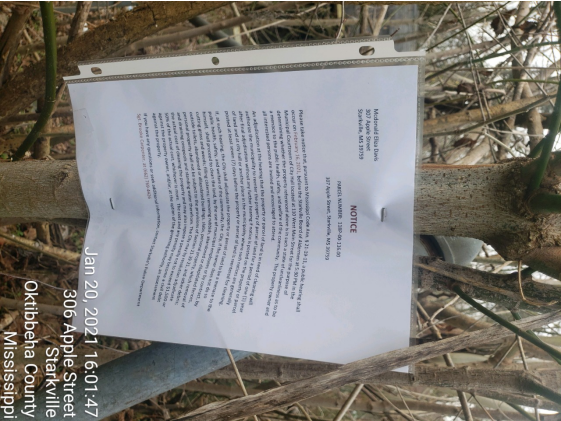
OKTIBBEHA COUNTY, MS

Current Date 1/13/2021		Tax Year 2020	
		Records Last Updated 1/12/2021	
PROPERTY DETAIL			
OWNER	MCDONALD ELIZA DAVIS	ACRES	**NA**
	307 APPLE ST	LAND VALUE	10000
		IMPROVEMENTS	6480
	STARKVILLE MS 39759	TOTAL VALUE	16480
		ASSESSED	2472
PARCEL	118P-00-116.00		
ADDRESS	307 APPLE ST		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	136.18	0.00	136.18
CITY	74.48	0.00	74.48
SCHOOL	160.95	0.00	160.95
TOTAL	371.61	0.00	371.61
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 29E CITY BLOCK 17
HOMESTEAD CODE	None		MAP 118P DB PG 243/144
TAX DISTRICT	5110		
PPIN	008308		
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	MERRITT INC	NOT REDEEMED
2018	INVICTUS INVESTMENTS LLC	NOT REDEEMED
2017	DEVEESE ROBERT BRENT	NOT REDEEMED
2016	SMITH DAVID B	NOT REDEEMED
2015	S & S PROPERTIES LLC	NOT REDEEMED
2014	BOAZ TAX SALE PROPERTIES LLC	NOT REDEEMED
2013	JONES KIMBERLY G	NOT REDEEMED



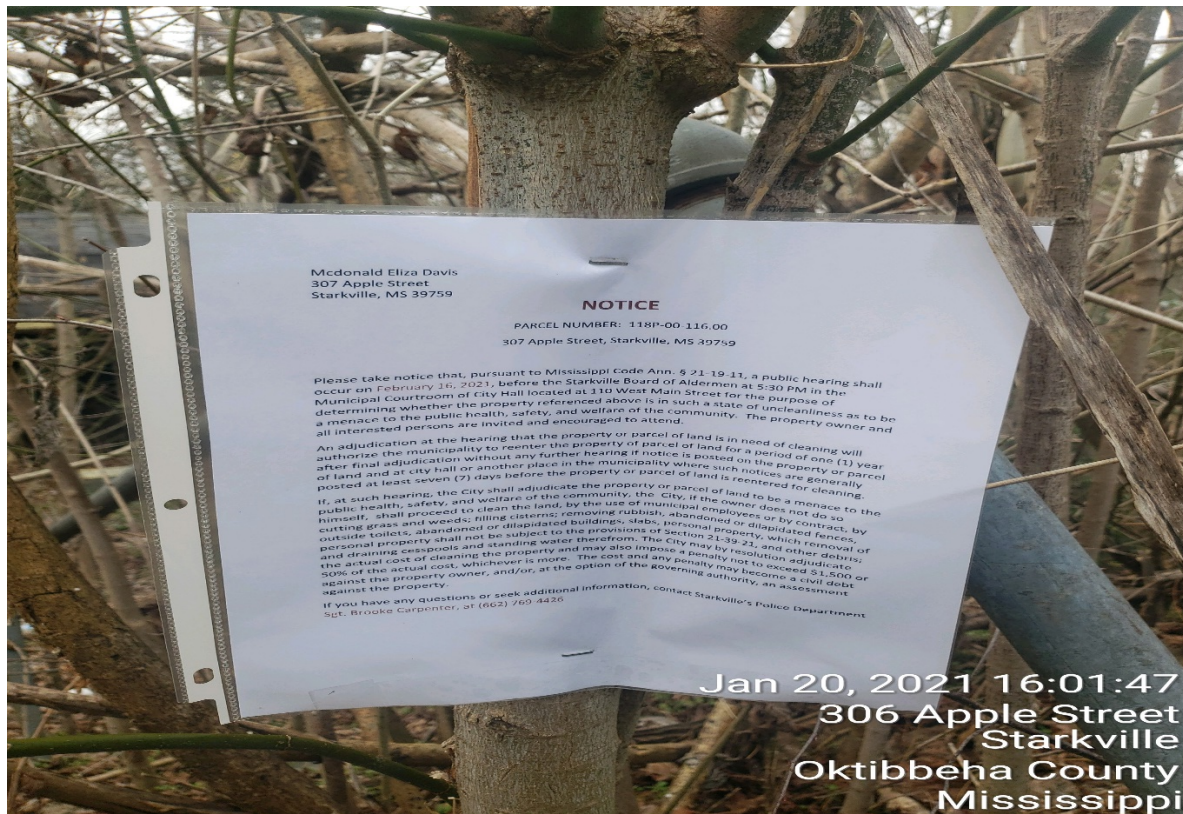




Jan 12, 2021 12:27:37
306 Apple Street
Starkville
Oktober County
Mississippi



Jan 12, 2021 12:30:04
306 Apple Street
Starkville
Oktober County
Mississippi



Mcdonald Eliza Davis
307 Apple Street
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118P-00-116.00

307 Apple Street, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on February 16, 2021, 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 Starkville's Police Department Sgt. Brooke Carpenter, at (662) 769-4426

Jan 21, 2021 13:01:41
101 East Lampkin Street
Starkville
Oktibbeha County
Mississippi

January 30, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Pending Request
on 01/30/2021 at 5:00 AM

January 21, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Eliza Davis Mcdonald
on 01/21/2021 at 2:36 PM by Sarah Perez

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Eliza Davis Mcdonald
on 01/21/2021 at 2:34 PM by Lyle McCaskey

January 20, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Eliza Davis Mcdonald
on 01/20/2021 at 10:00 AM by Justin Maynard

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/20/2021 at 9:59 AM by Justin Maynard

January 13, 2021

RESULTSTEP

Resulted the step Verify Location to Approve
on 01/13/2021 at 10:50 AM by Justin Maynard

PROMOTE

Promoted to case 21-000025
on 01/13/2021 at 10:46 AM by Justin Maynard

CREATE

Created violation: Dilapidated Structures
on 01/13/2021 at 10:46 AM by Justin Maynard

RESULTSTEP

Resulted the step Request to Accept
on 01/13/2021 at 10:46 AM by Justin Maynard

CREATE

Created case
on 01/13/2021 at 10:46 AM by Justin Maynard





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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: February 16, 2021

PAGE: Page 1 of 9

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 722 Vine Street with the parcel number 102H-00-170.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

After inspection on March 29, 2018, and re-inspection on May 10, 2018, building officer determined that the house on the subject property (Parcel #102H-00-170.00) was not fit for human habitation. Notification letter was sent out on May 10, 2018, and the Board of Aldermen determined to remove the house from the property at their June 5th meeting in 2018. Miss. Code Ann. § 21-19-11 allows the municipality to clean the site within the one-year period after the date of the hearing at which the property of parcel of land was adjudicated and, since June 5, 2018, the one-year window was closed without any cleaning activities.

The City restarted the process of Miss. Code Ann. § 21-19-11 to clean the property by calling for a public hearing on September 3, 2019. As required by Miss. Code Ann. § 21-19-11, Public Notices were posted on the subject property (9/12/2019) and the City Hall (9/11/2019). Notification letters were sent to the property tax payer/owner and the current resident (9/12/2019). The BOA again determined to remove the house at their October 1st meeting in 2019 and the one-year window has been closed again without cleaning activities. It was hard to burn because it was too close to neighboring houses.

Finding a way to demolish and clean the property instead of burning the house, the staff requested the BOA to consider a call-for meeting for a public hearing under Miss. Code Ann. § 21-19-11. Upon the needs for the City to restart the process of Miss. Code Ann. § 21-19-11 to clean the property, the Board of Aldermen called for a Public Hearing at their meeting on January 19, 2021.

As required by Miss. Code Ann. § 21-19-11, Public Notices were posted on the subject property (1/21/2021) and the City Hall (1/21/2021). Notification letters were sent to the property tax payer/owner and the current resident (1/21/2021).

REQUESTING

DEPARTMENT: Police Development

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Code Enforcement @ 662-323-4131 ext: 4117

SUGGESTED MOTION:

Move to determine that the building located at 722 Vine Street with the parcel number 102H-00-170.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	COVINGTON WILLIAM H ESTATE		ACRES : **NA**
	C/O DONNIE COVINGTON		LAND VALUE : 18000
	199 MARY MAGDALINE RD		IMPROVEMENTS : 1410
	HATTIESBURG MS 39401		TOTAL VALUE: 19410
			ASSESSED : 2912
PARCEL	102H-00-170.00		
ADDRESS	722 VINE		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	160.42	0.00	160.42
CITY	87.74	0.00	87.74
SCHOOL	189.60	0.00	189.60
TOTAL	437.76	0.00	437.76
			Pay Tax
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 22B CITY BLK 39-A		
HOMESTEAD CODE	None MAP 102H DB/PG 306/466		
TAX DISTRICT	4110		
PPIN	002681		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

Pay Tax

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2018	COLLEGE INVESTMENT CO	8/13/2020	COVINGTON WILLIAM H ESTATE
2017	OKTIBBEHA LAND DEVELOPMENT LLC	11/30/2018	COVINGTON WILLIAM H ESTATE



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4134

Violation of Starkville Code of Ordinances

William H Estate Covington

C/o Donnie Covington 199 MARY MAGDALINE RD
Hattiesburg, MS 39401

Case No. 21-000024**Issued:** January 21, 2021**VIOLATION LOCATION**

722 Vine,
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 22b City Blk 39-a
Parcel ID #102h-00-170.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-11 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

Violations Listing

Dilapidated Structures [MCA Sec. 21-19-11]

Reported By: Justin Maynard on Jan 13, 2021 at 10:23 AM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.

Oktibbeha County Mississippi


Property Link

OKTIBBEHA COUNTY, MS

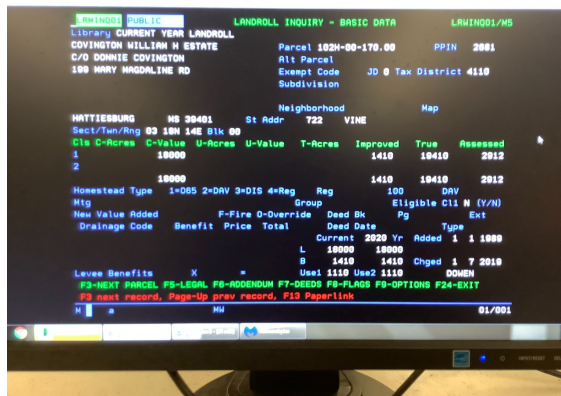
Current Date 1/13/2021 Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	COVINGTON WILLIAM H ESTATE		ACRES : **NA**
	C/O DONNIE COVINGTON		LAND VALUE : 18000
	199 MARY MAGDALENE RD		IMPROVEMENTS : 1410
	HATTIESBURG MS 39401		TOTAL VALUE : 19410
			ASSESSED : 2912
PARCEL	103H-00-170.00		
ADDRESS	722 VINE		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	160.42	0.00	160.42
CITY	87.74	0.00	87.74
SCHOOL	189.60	0.00	189.60
TOTAL	437.76	0.00	437.76
Pay Tax			
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	None		
HOMESTEAD CODE	None		
TAX DISTRICT	4110		
PPIN	002681		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date	By
2018	COLLEGE INVESTMENT CO	8/13/2020	COVINGTON WILLIAM H ESTATE
2017	OKTIBBEHA LAND DEVELOPMENT LLC	11/30/2018	COVINGTON WILLIAM H ESTATE



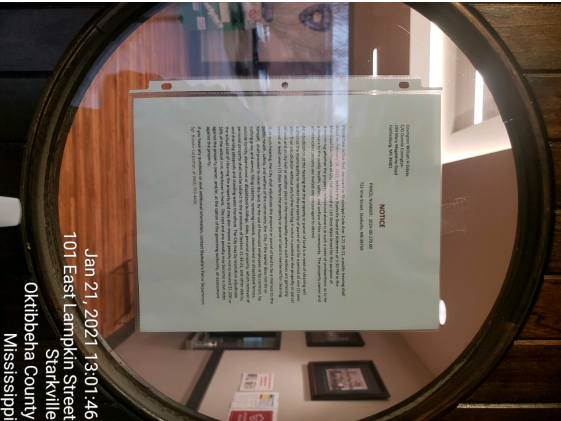




Jan 20, 2021 15:49:00
722 Vine Street
Starkville
Okibbeha County
Mississippi



Jan 20, 2021 15:48:51
722 Vine Street
Starkville
Okibbeha County
Mississippi



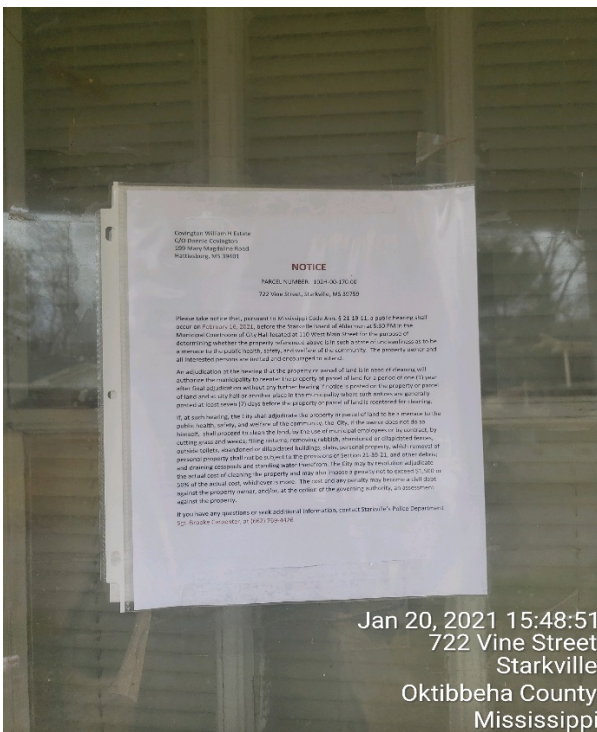
Jan 21, 2021 13:01:46
101 East Lampkin Street
Starkville
Okibbeha County
Mississippi



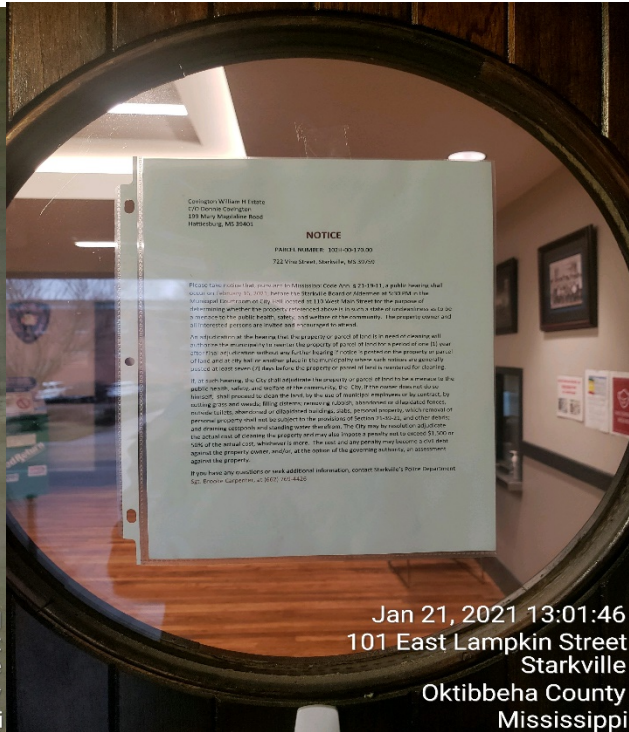
Jan 12, 2021 12:15:06
722 Vine Street
Starkville
Oktibbeha County
Mississippi



Jan 20, 2021 15:49:00
722 Vine Street
Starkville
Oktibbeha County
Mississippi



Jan 20, 2021 15:48:51
722 Vine Street
Starkville
Oktibbeha County
Mississippi



Jan 21, 2021 13:01:46
101 East Lampkin Street
Starkville
Oktibbeha County
Mississippi

January 24, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Pending Request
on 01/24/2021 at 5:00 AM

January 21, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for William H Estate Covington
on 01/21/2021 at 2:40 PM by [Sarah Perez](#)

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for William H Estate Covington
on 01/21/2021 at 2:37 PM by [Sarah Perez](#)

January 14, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for William H Estate Covington
on 01/14/2021 at 8:52 AM by [Lyle McCaskey](#)

January 13, 2021

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/13/2021 at 10:27 AM by [Justin Maynard](#)

RESULTSTEP

Resulted the step Verify Location to Approve
on 01/13/2021 at 10:27 AM by [Justin Maynard](#)

PROMOTE

Promoted to case 21-000024
on 01/13/2021 at 10:23 AM by [Justin Maynard](#)

CREATE

Created violation: Dilapidated Structures
on 01/13/2021 at 10:23 AM by [Justin Maynard](#)

RESULTSTEP

Resulted the step Request to Accept
on 01/13/2021 at 10:23 AM by [Justin Maynard](#)

CREATE

Created case
on 01/13/2021 at 10:23 AM by [Justin Maynard](#)



ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 10, ALCOHOLIC BEVERAGES,
ARTICLE II, SALE OF BEER AND LIGHT WINE, TO EXEMPT BREWPUBS AND
SMALL CRAFT BREWERIES LOCATED WITHIN THE CITY OF STARKVILLE’S
LEISURE AND RECREATION DISTRICT FROM THE REQUIREMENT THAT
FOOD SALES GENERATE TWENTY-FIVE PERCENT (25%) OF GROSS
REVENUE; AND FOR RELATED PURPOSES**

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

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

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted Miss. Code Ann § 67-1-101, which authorized municipalities in the State of Mississippi to establish “Leisure and Recreation Districts,” and to designate the geographic areas to be included within the district; and

WHEREAS, on July 21, 2020, the City adopted Ordinance 2020-04, pursuant to Miss. Code Ann. § 67-1-101, which established a Leisure and Recreation District within the corporate boundaries of the City of Starkville, Mississippi, and designated the geographic areas included within the boundaries of said district; and

WHEREAS, through the creation of the Leisure and Recreation District, the City authorized business entities holding alcoholic permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of beer, light wine or other alcoholic beverage and to carry and consume such beverage within the designated Leisure and Recreation District; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that the City of Starkville would benefit from exempting brewpubs and small craft breweries, as defined by state law, and located within the City’s Leisure and Recreation District, from having to meet the requirement that food sales generate 25% of gross revenue, by further enhancing pedestrian-oriented areas, social venues, and entertainment in the Leisure and Recreation District; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that based on the concentration of law enforcement personnel, the frequency of patrols, and the variety of law enforcement tools and surveillance options in the Leisure and Recreation District, the proposed exemption is particularly suited for the Leisure and Recreation District, as compared to application city-wide; and

WHEREAS, the proposed exemption of brewpubs and small craft breweries located within the City’s Leisure and Recreation District from having to meet the 25% food sales threshold, is consistent with, and does not contradict state law, as codified in Miss. Code Ann. § 67-3-1 *et seq.*; and

WHEREAS, with respect to manufacture, sale, and consumption of beer, light wine, and other alcoholic beverages, the City of Starkville may enforce such proper rules and regulations for fixing zones and territories, prescribing hours of operation, and for such other measures as will promote public health, morals, and safety, as it may by ordinance provide, Miss. Code Ann. § 67-3-65; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has further determined that the proposed exemption would be in the best interests of the City of Starkville; and

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

WHEREAS, nothing herein is intended to abrogate the licensing and permitting requirements contained in Miss. Code Ann. § 67-3-1 *et seq.*

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

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

SECTION 2. Section 10-36 of Starkville’s Code of Ordinances is amended as follows:

Sec. 10-36. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beer and *light wine* are defined by MCA 1972, § 67-3-3 and by this article as follows:

- (1) *Beer* means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcohol content of not more than eight percent by weight; and
- (2) *Light wine* means wine of an alcohol content of not more than five percent by weight.

Brewpub is defined by MCA 1972, § 67-3-3 and § 27-71-301, and by this article as follows: the premises of any location in which light wine, light spirit product or beer is manufactured or brewed, for retail sale if the total amount of light wine, light spirit product or beer produced on the premises does not exceed the production limitation imposed in MCA 1972, § 67-3-22, and the light wine, light spirit product or beer is produced for consumption on the premises, although without prohibition on sales for off-premises consumption.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-17, as amended.

Small Craft Brewery is defined by MCA 1972, § 67-3-3, and by this article as follows: a person or entity having a permit under Miss. Code Ann. § 67-3-1 *et seq.* to manufacture or brew light wine, light spirit product or beer in this state and who manufactures or brews not more than sixty thousand (60,000) barrels of light wine, light spirit product or beer at all breweries that such person or entity or its affiliates, subsidiary or parent company owns or controls or with whom such person or entity contracts with for the manufacture of light wine, light spirit product or beer. For the purposes of this paragraph, contract-brewed beer manufactured by a person having a permit under this chapter to manufacture or brew light wine, light spirit product or beer shall be included in the sixty-thousand-barrel limitation.

(Ord. No. 2005-2, § 1, 8-2-05; Ord. No. 2017-05, § 1, 9-19-17)

SECTION 3. Section 10-40 of Starkville’s Code of Ordinances is amended as follows:

Sec. 10-40. - Restrictions on sale of beer and light wine.

(a) *Cold beer sales allowed.* It shall be lawful for refrigerated beer or light wine to be sold within the municipal boundaries of the City of Starkville for off premises consumption.

(b) *On-premises kitchen facilities required.* No beer or light wine shall be sold for on-premises consumption unless the seller has suitable kitchen facilities on the licensed premises to provide for the preparation, cooking and serving of food so that the food sales generate 25 percent of gross revenue. **This requirement does not apply to Brewpubs or Small Craft Breweries within the Leisure and Recreation District of the City of Starkville, Mississippi, as codified in City of Starkville Ordinance 2020-04, or as amended.**

(c) *Drive-in sales prohibited.* It shall be unlawful to sell beer or light wine through a drive-in window sales facility or a drive-through "beer barn" within the municipal boundaries of the City of Starkville.

(Ord. No. 2005-2, § 5, 8-2-05)

SECTION 4. RESERVATION OF RIGHTS : The City reserves the right to modify or repeal this ordinance at any time, with or without notice, by order of the Board of Aldermen.

SECTION 5. REPEAL AND CONFLICTS. All ordinances or parts thereof that address beer and light wine sales and consumption in conflict with this ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

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

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

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED

CITY CLERK_____

MAYOR_____



AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
2021

AGENDA DATE: February 16,

RECOMMENDATION FOR BOARD ACTION PAGE: 1

SUBJECT: Consideration of advertising for proposals for a sculpture to be created of Cool Papa Bell for the Cornerstone Park pavilion.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This concept piece was originally included in the design of the Cornerstone Park pavilion area. The life size bronze figure will take approximately 9-12 months to create and construct. This should coincide closely with the completion and opening of the park on its current schedule.

REQUESTING
DEPARTMENT: Administration
Lynn Spruill

DIRECTOR'S
AUTHORIZATION: Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill, 662-648-9706

SUGGESTED MOTION:

Move approval advertising for proposals for the design, creation and placement of a life size bronze of Cool Papa Bell to be placed at the Cornerstone Park Pavilion.

**CITY OF STARKVILLE, MISSISSIPPI
ELECTION AGREEMENT**

**Between
City of Starkville Democratic Party
And
City of Starkville
And
Starkville Election Commission**

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Democratic Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has acquired, through an agreement with Oktibbeha County, the touch-screen electronic voting system to be used in all elections. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in the use of Ballot Encoders, explaining procedures and conducting the primary election.

The City Clerk and election commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and when needed, the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Democratic Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of TSX Units and preparation of absentee and Affidavit/Provisional Ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the TSX Units and conduct all Logic and Accuracy Testing. A representative or representatives of the Democratic Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout and this information will be used by the circuit clerk and representatives of the Democratic Executive Committees in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of TSX units to be assigned to each precinct

location. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

- a) The Starkville Election Commissioners shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.
- b) After securing from the City Clerk a list of all needed supplies for balloting, the City of Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, register and adequate supplies.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

- a) The City of Starkville Democratic Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to insure adequate workers are appointed within expected voter turn-out.
- b) The Starkville Democratic Executive Committee shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. There will be one encoder programmer for each party and at each table in precincts wherein the alphabet has been split due to expected voter turnout. The encoder will only be able to program a ballot for the party they are assisting. These workers must attend Election Poll Worker Certification Training.
- c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the executive committee(s) and trained by the City Clerk and the Election Commission due to the technical nature of the system. The poll worker (one for each party) charged with activating the ballot using the ballot encoder shall be selected by the executive committee(s). Personnel selected by the committee(s) shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Democratic Party Executive Committee and those workers shall monitor the opening / closing process and sign the tapes acknowledging supervision of the results process.
- d) The Democratic Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

- e) The election commissioners along with the Republican Executive Committee and Democratic Executive Committee shall appoint qualified electors who have received the training required to serve as members of the “resolution board.” An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in [Section 268, Mississippi Constitution of 1890](#) . Election commissioners, candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections, members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.
- f) The Resolution Board will process and count the absentee ballots on Election Day.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Democratic Executive Committee should attend and monitor this training and insure attendance of their party workers. All workers must receive training.

Section 6: Canvas of returns and announcement of results by the Starkville Democratic Executive Committee: (Section 23-15-597, MS Code)

The City of Starkville Democratic Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed resolution committee shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Democratic Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Democratic Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committees in their assistance to the party executive committees.

Signed this the _____ day of _____, 2021.

Chairman, Democratic Executive Committee

City Clerk, City of Starkville, MS

Chairman, Starkville Election Commission

CITY OF STARKVILLE, MISSISSIPPI
ELECTION AGREEMENT

Between
City of Starkville Republican Party
And
City of Starkville
And
Starkville Election Commission

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Republican Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has acquired, through an agreement with Oktibbeha County, the touch-screen electronic voting system to be used in all elections. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in the use of Ballot Encoders, explaining procedures and conducting the primary election.

The City Clerk and election commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and when needed, the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Republican Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of TSX Units and preparation of absentee and Affidavit/Provisional Ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the TSX Units and conduct all Logic and Accuracy Testing. A representative or representatives of the Republican Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout and this information will be used by the circuit clerk and representatives of the Republican Executive Committees in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of TSX units to be assigned to each precinct

location. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

- a) The Starkville Election Commissioners shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.
- b) After securing from the City Clerk a list of all needed supplies for balloting, the City of Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, register and adequate supplies.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

- a) The City of Starkville Republican Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to insure adequate workers are appointed within expected voter turn-out.
- b) The Starkville Republican Executive Committee shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. There will be one encoder programmer for each party and at each table in precincts wherein the alphabet has been split due to expected voter turnout. The encoder will only be able to program a ballot for the party they are assisting. These workers must attend Election Poll Worker Certification Training.
- c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the executive committee(s) and trained by the City Clerk and the Election Commission due to the technical nature of the system. The poll worker (one for each party) charged with activating the ballot using the ballot encoder shall be selected by the executive committee(s). Personnel selected by the committee(s) shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Republican Party Executive Committee and those workers shall monitor the opening / closing process and sign the tapes acknowledging supervision of the results process.
- d) The Republican Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday at a time set by the City. They shall also return ballot boxes to election central following the closing of the polls.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

- a) The election commissioners along with the Republican Executive Committee and Democratic Executive Committee shall appoint qualified electors who have received the training required to serve as members of the “resolution board.” An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in [Section 268, Mississippi Constitution of 1890](#) . Election commissioners, candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections, members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.
- b) The Resolution Board will process and count the absentee ballots on Election Day.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Republican Executive Committee should attend and monitor this training and insure attendance of their party workers. All workers must receive training.

Section 6: Canvas of returns and announcement of results by the Starkville Republican Executive Committee: (Section 23-15-597, MS Code)

The City of Starkville Republican Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed resolution board shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Republican Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Republican Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committees in their assistance to the party executive committees.

Signed this the _____ day of _____, 2021.

Chairman, Republican Municipal Executive Committee

City Clerk, City of Starkville, MS

Chairman, Starkville Election Commission



Service Agreement

☐ TEMPORARY
☒ PERMANENT

A. CUSTOMER SITE INFORMATION

Site Name: City of Starkville Recycling		Effective Date:	Account #:
Service Address: 506 Dr Douglas L. Conner Dr.		Service Area: Oktibbeha	Salesperson: Julie Goodin
City/State: Starkville, MS	Zip Code: 39759	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

B. BILLING INFORMATION

Billing Name:		P.O. # Required? Y / N	
Billing Address:		Billing Cycle:	Customer Payment:
City/State:	Zip Code:	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
Ea.	RO	RC/OCC		On-Call	N	----	----	----	\$350.00	☐ Month ☒ Haul S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
										☐ Month ☐ Haul S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
OLD SCHEDULE OF SERVICE										
										☐ Month ☐ Haul S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
										☐ Month ☐ Haul S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐

D. ADDITIONAL FEES

Lockbar: N/A	Casters: N/A	Delivery: N/A	Relocate: N/A
Franchise Fee: N/A		Disposal Per Ton: Included in rates	
Additional Yardage Fee: N/A		Extra Pickup: N/A	
A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.		Roll off box not active after 8 days. \$10.00 per day service charge. N/A	
		Roll-Off container will have a per pull charge and a minimum of 2.5 tons disposal charge. N/A	
		Dry Run Fee: \$150.00	

"LOCATION STAMP HERE"

Other Instructions: Contamination Fee: \$250.00 per haul

Waste Pro of Mississippi, Inc. - 606 Columbus
PO Box 801; Columbus, MS 39703
(662) 328-5528

Special Service: Sorted Recycling Items Accepted: Cardboard,
Office/Mixed Paper, Scrap Metal. No plastics or glass accepted.

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature _____ Date _____

Waste Pro Representative _____ Date _____

Print Name _____

Print Name _____

TERMS & CONDITIONS ON THE REVERSE

_____ WP / Manager Initials
7/2020

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

LOADING RESTRICTIONS. Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

2. A. TERM (Permanent). The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of sixty (60) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 11) of termination at least ninety (90) days, prior to the termination of the then-existing term.

B. TERM (Temporary). This agreement is a legally binding contract and shall extend for the duration of the project.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 11), Customer may terminate this Agreement with the payment of all monies due through the termination date.

* 4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within ^{forty-five (45)} ~~thirty (30)~~ days of the date of the invoice. ~~The Company may charge a fuel recovery fee/surcharge to help offset the significant expenses incurred by the Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the cost of diesel fuel changes. For information about the method of calculation of the fuel recovery fee/surcharge and the amount of such fee based on the changes in the costs of diesel fuel please visit our website on a monthly basis: www.wasteprousa.com. The Company may also charge an environmental recovery fee to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations relating to the environment including, but not limited to employee safety training and inspections and environmental compliance. The environmental fee is not government imposed, nor is any portion of it paid to any governmental agency. Please visit our website for information on the current amount charged to Customer for the environmental recovery fee. Company may increase the charges to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases of disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received by the Company verbally, in writing, by payment of the invoice on which such charges are contained or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.~~

* Company will provide Customer at least 30 days written notice for any change in price.

5. CHANGES. Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced by the actions and practices of the parties. If customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unob-

structed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. ~~In the event Customer terminates the Agreement prior to the expiration of any term for any reason other than a default by Company Customer shall pay the Company 60% of the current monthly rate multiplied by the amount of months remaining on the term, plus any attorney fees which the Company should incur to enforce this Agreement. In the event of a breach of this Agreement by Company the Customer will be entitled to reasonable attorney's fees plus any applicable attorney costs they may incur. Customer acknowledges that the actual damage to the Company in the event of breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement. Customer shall pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility.~~

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Material's, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

~~Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.~~

9. RIGHT OF FIRST REFUSAL. ~~Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal.~~

10. CLAIMS AND ARBITRATION. Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as a part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. ~~In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury. Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to WastePro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.~~

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events: (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns: (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties: (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Customer Initials

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the “Board” of the “City”), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The Mississippi “Tax Increment Financing Act,” Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing (“TIF”), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the “Interlocal Act”).

2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the “Redevelopment Plan”) for the City, and approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. After notice published on August 22, 2019, in the *Starkville Daily News* and a public hearing on September 3, 2019, all as required by the TIF Act, the Board approved the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the “TIF Plan”).

4. The Board has been presented with a tax increment financing plan entitled *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the “Amended TIF Plan”), the purpose of which is to (a) restate the TIF Plan to provide a financing mechanism to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), (b) amend TIF Plan to increase the amount of bonds permitted thereunder from not to exceed \$3,000,000 to not to exceed \$4,250,000; and (c) amend the TIF Plan to adjust the pledge of the City’s revenues.

4. Castle Starkville, LLC (the “Developer”), is proposing to redevelop approximately 10.1 acres described in Exhibit A attached hereto and incorporated here by reference (the “TIF District”) into an approximately 89,000 square foot retail development and related improvements (the “Project”) in the City, as described in the TIF Plan. The City may enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the “County”), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Amended TIF Plan has attached as exhibits the map and legal description of the land included in the TIF District, which was established by the Board upon the Approval of the TIF Plan on September 3, 2019.

6. The Project appears to be a project of major economic significance within the City, to qualify as a project eligible for TIF under the Redevelopment Plan, and the City’s participation is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

7. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future.

8. The City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (the “TIF Bonds”), at the time TIF Bonds are issued in the future. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District and the increase in sales taxes generated within the TIF District; provided, however, that the amount of the TIF Bonds to be issued shall be based upon one hundred percent (100%) of the increase in the City’s ad valorem taxes on real and personal property generated within the TIF District and sixty percent (60%) the increase in sales taxes generated within the TIF District together with seventy-five percent (75%) of the incremental increase in the County’s ad valorem taxes on real and personal property generated within the TIF District. The funds derived from the sale of the TIF Bonds will be used to acquire and construct or reimburse the Developer for costs of the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

9. The City reasonably expects that it and or the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the TIF Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY AS FOLLOWS:

SECTION 1. The Board hereby declares its intention, upon the approval of the Amended TIF Plan, to issue TIF Bonds not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), for the Infrastructure Improvements. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the TIF District and the increase in sales taxes rebates for the City generated within the TIF District as described in the TIF Plan. The funds derived from the sale of the TIF Bonds will be used for the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 2. A public hearing shall be held with respect to the Amended TIF Plan and the issuance of the TIF Bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 p.m., on the 2nd day of March, 2021.

SECTION 3. The City Clerk is hereby directed to publish a notice of the public hearing in the *Starkville Daily News*, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section 3 above, pursuant to and in compliance with the requirements of the TIF Act. Said notice is attached hereto as Exhibit B. A copy of the Amended TIF Plan will be available for examination in the office of the City Clerk at City Hall, Starkville, Mississippi.

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 Sistrunk	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Hamp Beatty	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____

The 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 February, 2021.

ATTEST:

City of Starkville, Mississippi

Lesa Hardin, City Clerk

Lynn A. Spruill, Mayor

EXHIBIT A

LEGAL DESCRIPTION OF THE TIF DISTRICT

Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

EXHIBIT B
NOTICE OF PUBLIC HEARING ON AMENDED TAX INCREMENT FINANCING
PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT,
CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 2nd day of March, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the "Amended TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the Amended TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, Amended TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and seventy-five percent of the sales tax rebates within the TIF District, as described in the Amended TIF Plan. The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the Amended TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

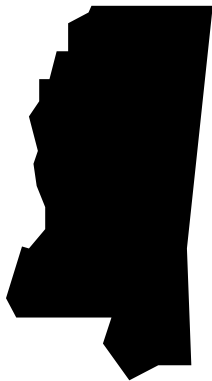
This hearing is being called and conducted, and the Amended TIF Plan has been prepared as authorized and required by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 16th day of February, 2021.

S/Lesa Hardin
City Clerk



TAX INCREMENT FINANCING PLAN
FOR THE GARAN MANUFACTURING
REDEVELOPMENT PROJECT
CITY OF STARKVILLE, MISSISSIPPI
AUGUST 2019, AS AMENDED AND RESTATED
FEBRUARY 2021



Prepared by:

GOURAS & ASSOCIATES LLC

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**TAX INCREMENT FINANCING PLAN FOR THE
GARAN MANUFACTURING REDEVELOPMENT PROJECT
CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019,
AS AMENDED AND RESTATED FEBRUARY 2021**

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the “Amended TIF Plan”) is an amendment to and a restatement of that Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019. This Amended TIF Plan will be an undertaking of the City of Starkville (the “City”), is authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), and may be administered and implemented as a joint undertaking of the City and Oktibbeha County, Mississippi, (the “County”). This Amended TIF Plan increases the maximum amount of tax increment financing bonds that may be issued from not to exceed \$3,000,000 to not to exceed \$4,250,000, and it adjusts the City’s pledge of revenues as set forth in Article I(B), Article III(B)(2), Article IV(B) and (C), Article IX(B), and Article XII(A).

2. Castle Starkville, LLC, a Mississippi limited liability company (together with its assigns, collectively referred to as the “Developer”) proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development and related improvements (the “Project”). The Project will be strategically located off Highway 12 in the City of Starkville. The Project will represent a private investment of approximately \$20,000,000. In its entirety, the Project is expected to encompass approximately 10.1 acres, more or less, consisting of real property more particularly described in Article VII of this Amended TIF Plan the legal description attached hereto as Exhibit A-1, and the plat attached hereto as Exhibit A-2 (the “Plat”), the land described in the Plat and Article VII of this Plan being collectively referred to as the “TIF District”.

3. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the Amended TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the “TIF Bonds”). The TIF Bonds authorized by this Amended TIF Plan shall not exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the

“redevelopment project” to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the project and the community as a whole.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects in the region.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series pursuant to the authority outlined hereinabove in an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property and the City’s sales tax rebates generated within the TIF District, which funds will be used to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, Amended TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”).

2. After sufficient development of the Project has been substantially completed to support the payment of debt service on the TIF Bonds (which may be issued in more than one series), the City will issue TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the Amended TIF Act (the “Development Agreement”).

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity require participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.

a. The Project will represent a private investment of approximately \$20,000,000.

- b. It is estimated the Project will create approximately 120 construction jobs.
- c. It is estimated that the Project will create 150-200 permanent new jobs.
- d. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$41,645 for the City.
- e. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$86,964 for the County.
- f. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about \$101,711 for the School District.
- g. The annual sales generated by the retail development are expected to reach \$35,440,000.
- h. The Project is expected to result in annual sales tax rebates to the City of about \$458,948.
- i. The development of the Project will include new businesses and will help diversify and expand the tax base of the City.
- j. The development of the Project will result in the redevelopment of a brownfield, remediating environmental hazards and repurposing a strategically located property.

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

- 1. The Project is expected to encompass approximately 10.1 acres, as more particularly described in Article VII and Exhibits A-1 and A-2 attached hereto, and will include approximately 89,000 square feet of retail and related improvements.
- 2. The property is currently zoned as C-2 General Commercial.

B. DEVELOPER INFORMATION

- 1. Developer's Name: Castle Starkville, LLC
- 2. Developer's Address: 412 Main Street
Columbus, MS 39701

**ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

A. JOB CREATION

1. Construction Jobs: The Project is expected to create approximately 120 construction jobs.
2. Permanent Jobs: It is estimated that the Project will create 150-200 new jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on an assumed new true value of \$6,989,722 for real property and improvements and \$4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT ¹	INCREMENT ²
<i>City Ad Valorem Taxes</i>	26.63	\$4,143	\$45,788	\$41,645
<i>County Ad Valorem Taxes</i>	55.61	\$8,652	\$95,616	\$86,964
<i>School District Ad Valorem Taxes</i>	65.04	\$10,119	\$111,830	\$101,711
TOTAL	149.93	\$22,914	\$253,234	\$235,341

2. Retail Sales: It is estimated that the Project will generate approximately \$35,440,000 in sales annually which will create annual sales tax rebates of \$458,948. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

¹ Assumes constant values and millage rates.

² All of these taxes (together with the sales tax rebates discussed below, but EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 60% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

- A. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this Amended TIF Plan is to serve the public convenience and necessity by participating in the Project. The Amended TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the 10.1-acre development as described in detail in the preamble to this Amended TIF Plan.
- B. LOCAL CODES AND ORDINANCES:** The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.
- C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements in support of the Project as well as the redevelopment of a brownfield site.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the Amended TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately \$20,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the “redevelopment project” to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. The City will pledge all of the increased ad valorem taxes generated from the real and personal property in the TIF District and the increased sales tax rebates within the TIF District to secure the TIF Bonds.

3. The County will pledge all the increased ad valorem taxes on real and personal property in the TIF district to secure the TIF Bonds.

4. The total amount of indebtedness under this Amended TIF Plan will not exceed \$4,250,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 60% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) in TIF Bonds in one or more series which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes, all of the sales tax rebates, and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this Amended TIF Plan will not exceed \$4,250,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 60% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

2. The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and this **Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021** may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations issued in one or more series to provide funds to defray the cost of the Infrastructure Improvements.

3. It is expected that TIF Bonds can be obtained at an annual interest rate of 4.0% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately **\$382,257** assuming the 4.0% rate and tax increment obligations over a period of up to fifteen (15) years.

4. The increase in ad valorem real and personal property taxes to be generated by the City are estimated to be **\$41,645**, and the sales tax revenues to be generated for the City are estimated to be **\$458,948**. The increase in ad valorem real and personal property revenues to be generated for the County are **\$86,964**.

5. The surplus for the City is estimated to be **\$183,579** annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is estimated to be **\$18,430** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 10.1 acres, more or less, and is described below and in the Plat.

PARCEL	OWNER	TRUE VALUE	COUNTY	CITY	SCHOOL
102F-00-053.00	City	\$0.0	\$0.0	\$0.0	\$0.0

The above information was obtained from the Oktibbeha County Tax Assessor's website, and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII

DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this Amended TIF Plan shall be until the TIF Bonds issued pursuant to this plan are retired.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The estimates for real property taxes are based on an assumed new true value of \$6,989,722 for real property and improvements and \$4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT ³	INCREMENT ⁴
<i>City Ad Valorem Taxes</i>	26.63	\$4,143	\$45,788	\$41,645
<i>County Ad Valorem Taxes</i>	55.61	\$8,652	\$95,616	\$86,964
<i>School District Ad Valorem Taxes</i>	65.04	\$10,119	\$111,830	\$101,711
TOTAL	149.93	\$22,914	\$253,234	\$230,321

B. RETAIL SALES: It is estimated that the Project will generate approximately \$35,440,000 in sales annually which will create annual sales tax rebates of \$458,948. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Financing Fund: Garan Manufacturing Redevelopment Project" shall be established by the City to receive ad valorem taxes and sales tax rebates in connection with this Amended TIF Plan.

ARTICLE XI
THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE

³ Assumes constant values and millage rates.

⁴ All of these taxes (together with the sales tax rebates discussed below, but EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 60% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this Amended TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The Amended TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes and sales taxes generated by the Project. The City will pledge all of the ad valorem tax increases and all of its sales tax rebates. The County will pledge all of its tax increases in ad valorem real and personal property taxes. The total amount of indebtedness under this Amended TIF Plan will not exceed \$4,250,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 60% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A-1

LEGAL DESCRIPTION OF TIF DISTRICT

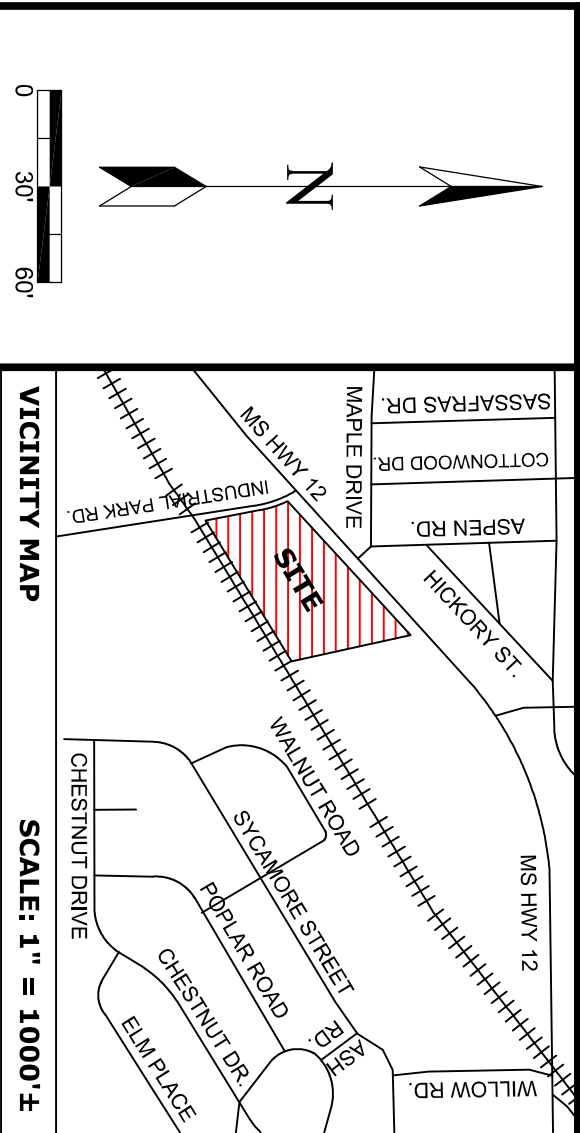
Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

EXHIBIT A-2

PLAT

[ATTACHED]



CURVE TABLE

CL	RA	PI	PC	PT	BEARING	CHORD LENGTH	ARC LENGTH
1	603.3'	N 17° 53' W	151.9'	151.9'			

MAP LEGEND:

- MAN HOLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- IRON PIN FOUND
- IRON PIN SET
- RIGHT-OF-WAY MARKER
- EVERGREEN TREE
- GRATE INLET
- CLEANOUT
- UTILITY POLE
- ELECTRIC SERVICE
- GUY ANCHOR
- AREA LIGHT
- PEDESTAL
- GAS METER
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- OVERHEAD POWER
- UNDERGROUND POWER
- GAS LINE
- UNDERGROUND TELEPHONE
- OVERHEAD POWER & TELEPHONE
- SPOT ELEVATION
- EXISTING CONTOUR
- GRAVEL
- CONCRETE PAVING
- ASPHALT PAVING
- HARDWOOD TREE

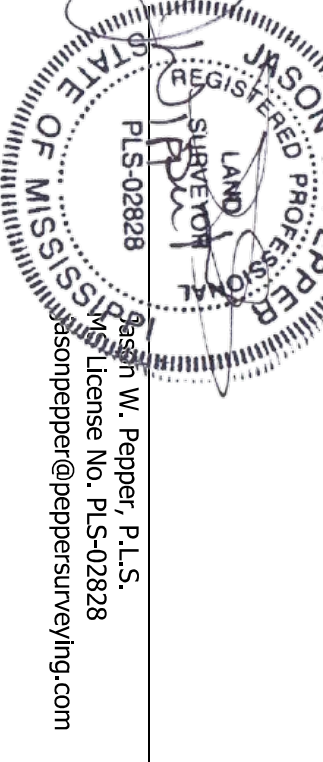
Table A - Optional Survey Responsibilities and Specifications (03/21/2019):

- One-half inch iron pins were placed at all changes in direction of the property line where monuments were not found, as shown on this survey plat.
- The property address provided is: 601 Highway 12 West, Starkville, MS 39759. This property is not located in a special identified flood area as shown on F.I.R.M. Map No. 28105C0154E, Effective Date February 17, 2010.
- Gross land area is shown on survey plat in acres.
- As shown on the ground topographic survey was performed on this property showing one foot contour in elevations based on NAVD 1988 datum. Originating datum is F.D. 011.45, (NAVD 1988 elevation = 331.9).
- Not requested.
- (b)(1) As shown on survey plat.
- All substantial features observed are shown on this survey plat.
- Not requested.
- Above ground utilities shown on this survey plat are based on observed evidence. Underground gas (Atmos) and CSpipe communication lines are shown based upon marking on the ground. No other 811 markings were provided by any utility company/owner for any other utilities that may exist on site. 811 Ticket No. 1904030820285. Please refer to note under Table A, Item 11 - this plat shall not be used to determine the existence or nonexistence of any utility due to 811 requests being provided by notified entities.
- Not requested.
- Names of property owners are shown on this survey plat as per the online tax records of Oktobbeha County as of the date of this survey.
- As shown on survey plat.
- Not requested.
- Not requested.
- Not requested.
- Not requested.
- Not requested.
- Not requested.

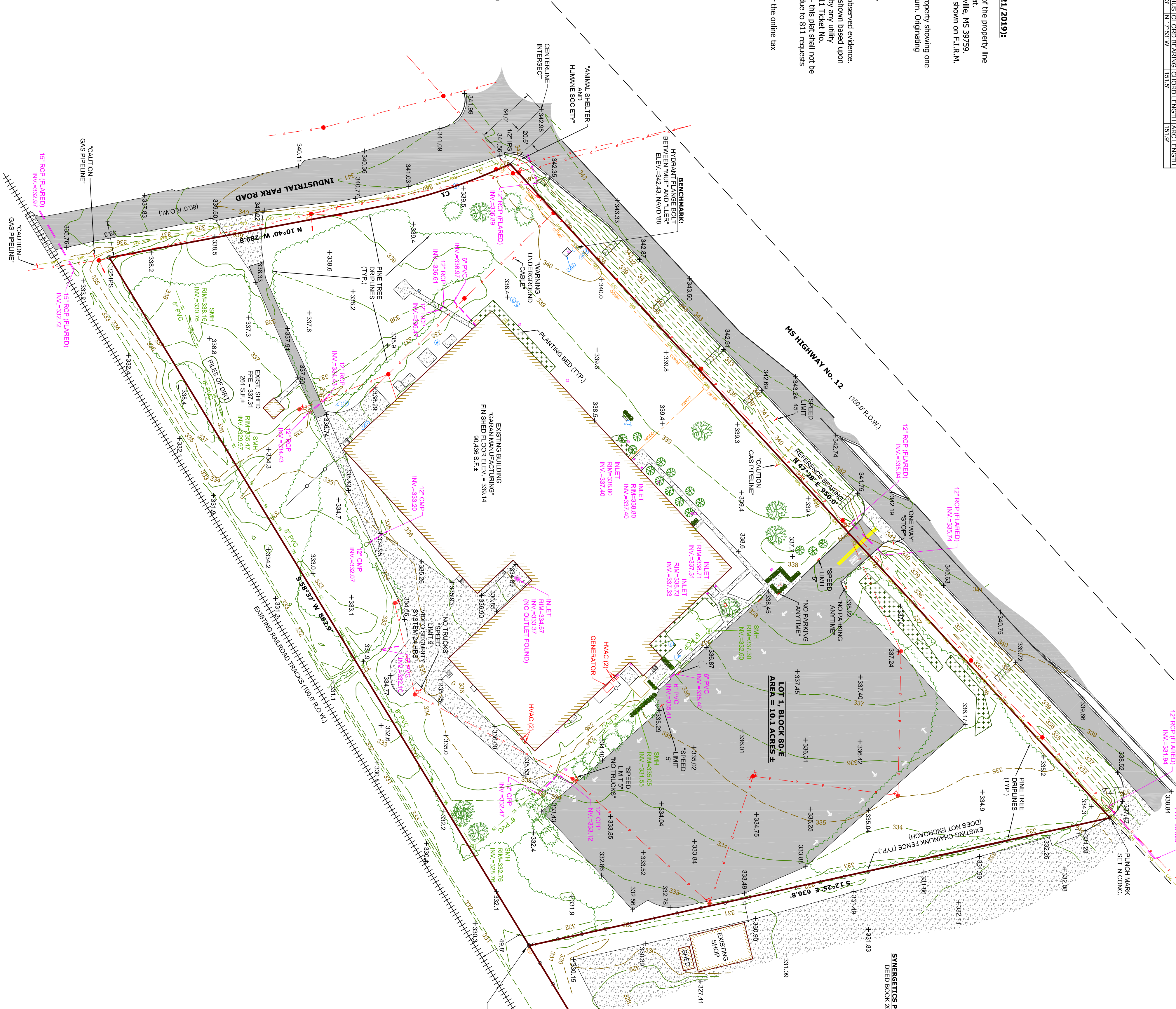
Exceptions:
Corresponding to Schedule B - Part II of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ALTA Commitment for Title Insurance

- Not a survey matter.
- Not a survey matter.
- Not a survey matter.
- Not a survey matter.
- None found.
- No easements were provided nor observed.
- Not a survey matter.
- Not a survey matter.
- Not a survey matter.
- Not a survey matter.
- Not a survey matter.
- Easement recorded in Deed Book 601, Page 383 cannot be shown due to unknown point of commencement and point of beginning.
- Boundary lines along the southern boundary of the property shown on this survey plat.

SURVEYOR'S CERTIFICATE: To Starkville 12, LLC, a Mississippi limited liability company, Mark Castleberry, Old Republic National Title Insurance Company and Brian, Graham, Gower, Heaves, PLLC. This is to certify that this map or plat is a true and correct survey of the land shown hereon, and that the same was made by me or under my direct supervision and in accordance with the standards and practices of the ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 7(b)(1), 8, 11, 13 and 14 of Table A thereof. The fieldwork was completed on April 2, 2019.



TIF PLAN EXHIBIT A



Property Description:
Being all of Lot 1, Block 80 of the Michael Baker, Jr., Official Map of the City of Starkville, Mississippi, 1974 Edition as amended and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:
Commencing at a one and one half inch iron pin found on the North right of way of the railroad and at the Southwest corner of the intersection of said South 88 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 288.8 feet to the beginning of the intersection of said North 10 degrees 40 minutes West along said East right of way with the South right of way of Industrial Park Road; thence West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 590.0 feet to a one half inch iron pin set at the intersection of said South right of way with the East right of way of Industrial Park Road; thence East along said East right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr., Official Map of the City of Starkville, Mississippi, 1974 Edition as amended and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GRS Grid.

- Survey Notes:
- No utilities were located as part of this survey and this plat should not be utilized to determine the existence or nonexistence of utilities shown in parentheses as per deed/plat only where they vary.
 - Recorded easements shown in parentheses are as per deed/plat only where they vary.
 - Record deeds are on file in the Office of the Chancery Clerk, Oktobbeha County, Mississippi. Deed Book 779 Page 432. Deed Book 306 Page 471. Deed Book 601 Page 383.
 - Michael Baker Jr., Official Map of the City of Starkville, 1974 Edition - Lot 1, Block 80.
 - Iron pin set at property corners were driven eleven (11) inches into the ground by Pepper Surveying and Mapping, 800-227-6477, 811 or www.micbakerjr.com.
 - Mapping Color Code: Purple: Survey Control/Preliminary Traverse - Yellow: For the Use of Pepper Surveying and Mapping Only - Blue: Property Corner/Witness Corner - Orange: Property Boundary. These colors only apply to this survey.
 - Driveways not shown on this plat may not depict easements.
 - Building lines/corners shown on this plat may not depict easements.
 - Any easement/line were provided by the City of Starkville, Mississippi, and are shown on this plat as per deed/plat only where they vary.
 - No attempt to identify wetlands was made as part of this survey and this plat should not be utilized to determine the existence or nonexistence of wetlands.
 - Ingration lines may exist on subject property and right of ways.

ALTA / NSPS LAND TITLE SURVEY

GARAN MANUFACTURING
601 HIGHWAY 12 WEST

STARKVILLE, MISSISSIPPI



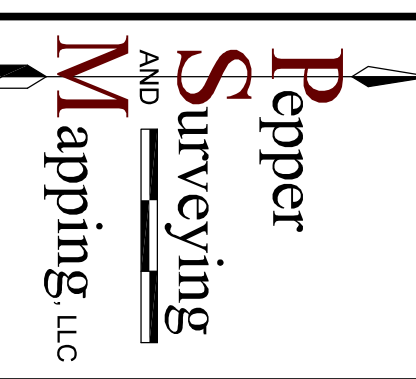
Know what's below.
Call before you dig.
811 or 800.227.8477

MISSISSIPPI 811 PHONE: 1-800-227-6477

ORIGINAL COPIES ARE IN COLOR

SEC. 4, T. 18 N, R. 14 E
REVISION NUMBER: 0
PROJECT NUMBER: 19-057-A
CONVERGENCE: N/A
FILE NAME: 19-057-A
DRAWN BY: PBO
ONE CALL TICKET: N/A
SHEET: 1 of 1

BEARING BASIS: GPS GRID
SWORN CREW MEMBER(S): PAJE OWENS,
JASON PEPPER, CHIP CARLEY & JACE HOBART
SCALE: 1" = 60'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 04/01-02/2019
DRAWING COMPLETED: 04/09/2019
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR



PEPPER SURVEYING & MAPPING
SHIPPING BOX HWY #20W #180
STARKVILLE, MS 39759
www.peppersurveying.com

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

TIF PLAN EXHIBIT B

102F-00-053.00	Card	1 of 2	Date Printed	07/30/2018
Alt:	TD	Map: 1110 STR 04 18N 14E Block 00		
Field Work by			Oktribbeha County Tax Card 1 of 2	
		/00/	PPIN	2209
			Exempt Code	12
			STARKVILLE	MS 39759
			CITY OF STARKVILLE	
			GARAN INC HWY 12 WEST	
			LOT 1 CITY BLOCK 80-E	
			MAP 102F DB/PG	

ALL Type	/ Size	Price	D/F	Adj	Desc	\$/ft	Value C
----------	--------	-------	-----	-----	------	-------	---------

State of Mississippi

OkTibbeha
ALLEN MORGAN

STARKVILLE

MS 39759

Personal Property
Tax Year 2018DRAWER: 9
USER: SF
Paid: Chk# 577651Furniture
Machinery
InventoriesPPMMODP 53-0
True Assessed
632939 94941
401194 60179
3060 459

Paid by: GARAN MFG CORP

GARAN MFG CORP STARKVILLE DIVISION
601 HWY 12 WEST
STARKVILLE MS 39759

PPIN: 312-00	Receipt #	Date: 12/28/2018			
Tax District 4110 JD	41921	Printed on 07/08/2019			
Parcel Number					
Class 1 Value True Assessed	Class 2 Value	Total Value 1,037,193 155,579			
Type of Tax		Millage	Gross Tax Amount	Regular Homestead	Special Exemption
COUNTY		55.6100	8,651.75		Net Tax
CITY		26.6300	4,143.07		8,651.75
SCHOOL		65.0400	10,118.86		4,143.07
SUB-TOTAL TAXES DUE					10,118.86
					22,913.68
ACCOUNT PAID IN FULL					
GARAN INC TAX DEPT P O BOX 100 STARKVILLE MS 39760			Total Taxes/Fees Due Paid on this Receipt Other Payments Grand Total Paid		22,913.68 22,913.68 22,913.68

Received by: _____



Oktibbeha County

101 East Main Street, Suite 103, Starkville, MS 39759
Phone: 662-323-1273 Fax: 662-338-1066



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 02.16.2021
PAGE: 1**

SUBJECT: Discussion and consideration to fill an unexpired term with the Starkville Municipal Airport Board. The term for this position will expire on December 31, 2022.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: The vacant position was previously held by Mr. Allen Pepper, who tendered his resignation from the board on February 2, 2021 after becoming employed with the city. An appointment to fill this vacancy will fulfill the unexpired term that will expire on December 31, 2022.

The vacancy was advertised in the Starkville Daily Newspaper and the two attached letters of interest were received from the individuals listed below.

Mr. William Gray
Mr. William Derrick Metts

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to fill unexpired term with the Starkville Municipal Airport Board that will expire on December 31, 2022.

February 2, 2021

Mayor & Board of Aldermen
City of Starkville

Effective at 11:59 PM, February 2, 2021,
following your approval to hire me to fill a
vacant lineman position advertised by the City
of Starkville, I resign as a member of the
Starkville Airport Advisory Board.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Allen Pepper", written in dark ink.

Allen Pepper

Cc: Mr. Rodney Lincoln
Airport Director



Vickie Hampton <v.hampton@cityofstarkville.org>

Starkville - Airport Board

William Gray <graydmd@bellsouth.net>

Tue, Feb 9, 2021 at 7:34 AM

To: "v.hampton@cityofstarkville.org" <v.hampton@cityofstarkville.org>

February 9, 2021

To Whom It May Concern;

My name is William "Billy" Gray. I am using this e-mail to let it be known that I am interested in the upcoming position on the City of Starkville – Airport Board.

I own and operate Golden Triangle Dental Center. I have been flying since I was three years old as my father was a private pilot. I have been a pilot since 2009 and I am a current Commercial/Instrument Multi-engine rated pilot. I own a Cirrus SR-22 Turbo and keep it based at Starkville.

I have had the chance to fly from coast to coast in the USA and have had the chance to see lots of different general aviation airports. I love flying and I love Starkville. I believe that Starkville's airport is one of the best general aviation airports in the nation. I also believe that I could be an asset as advisory board member.

Sincerely,

William Gray

662-435-0700

William Derick Metts
105 Pinehurst Road
Starkville, MS 39759

February 9, 2021

Mayor Lynn Spruill and Board of Aldermen
110 West Main Street
Starkville, MS 39759

Dear Mayor Spruill and Board of Aldermen members:

Please accept this letter of consideration for my appointment to the George M. Bryan, KSTF, airport board position. I am a regional sales manager for Taylor Machine Works, Inc. I have enjoyed my employment with this Mississippi corporation for the past 38 years. My territory is the state of Alabama and the panhandle of Florida. My wife is Pam Metts who is a board-certified practicing family nurse practitioner. She also holds a full-time position as an assistant clinical professor at the University of West Florida located in Pensacola, Florida. We have one son and four grandchildren who reside in New Albany, Mississippi. As you can tell, we have great appreciation for our airport and the outside connections it supplies!

I am a private pilot who utilizes the services at George M. Bryan Airport weekly and sometimes daily. I own a Cessna Skylane 182, N3548M, and I lease T-Hangar D4 for storage of my Cessna. I would like to have the opportunity to provide positive input and innovative thought to the services and opportunities that our local airport can offer. Please accept my appointment to the George M. Bryan Airport Board in support of team efforts in providing excellent airport services to all pilots, passengers, aircraft, employees, and visitors who utilize our airport both present and future.

Sincerely,

W. Derick Metts
Regional Sales Manager, Taylor Machine Works, Inc.
205-936-0046 Cell
662-773-3421 Office
dmetts@taylorbigred.com



AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
2021

AGENDA DATE: February 16,

RECOMMENDATION FOR BOARD ACTION PAGE: 1

SUBJECT: Consideration of a board resolution thanking and commending the Army National Guard on their work to administer COVID shots at the Mississippi Horse Park located in Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: Administration

DIRECTOR'S
AUTHORIZATION: Alderman Sistrunk

FOR MORE INFORMATION CONTACT: Alderman Sistrunk 662-418-4574

SUGGESTED MOTION:

Move approval the resolution thanking and commending the National Guard for their work in administering the COVID vaccination at the Mississippi Horse Park located in Starkville, MS.

**RESOLUTION COMMENDING THE MISSISSIPPI ARMY AND AIR NATIONAL GUARD FOR THEIR
WORK IN SUPPORT OF THE COVID VACCINATION EFFORT FOR OKTIBBEHA COUNTY**

Resolution commending and thanking the leaders and members of the Mississippi National Guard who have served the state of Mississippi and especially the City of Starkville in the delivery of Covid-19 vaccinations

WHEREAS, the very first Mississippi National Guard was established under the order of territorial governor Winthrop Sargent in 1798 and has continued to serve the people of Mississippi in a variety of roles since its establishment and expansion to include both Army (1798) and Air National Guard (1939) units; and

WHEREAS, there are currently over 12,500 men and women from every county in the state of Mississippi who are serving their state on a daily basis as members of the National Guard; and

WHEREAS, the stated mission the Mississippi National Guard in serving the state is to provide protection of life and property, and uphold the preservation of peace, order and public safety for the citizens of Mississippi; and

WHEREAS, COVID-19 was first identified in Mississippi in March 2020 and now over 284,000 Mississippians have been diagnosed with COVID-19 and over 6,300 Mississippians have died from COVID-19; and

WHEREAS, effective, life-saving COVID-19 vaccinations became publicly available in December 2020 and those vaccinations are in high demand, requiring a need for great coordination of efforts to ensure the timely and efficient delivery of the available vaccines to as many people as possible; and

WHEREAS, the Mississippi National Guard is supporting the Mississippi Department of Health and the Mississippi Emergency Management Agency by manning eighteen regional drive through sites for the delivery of COVID-19 vaccinations; and

WHEREAS, the Mississippi National Guard has provided a critical service in the delivery of these services in a professional, timely, and efficient manner;

NOW, THEREFORE BE IT RESOLVED, that the City of Starkville

1. Commends the Mississippi National Guard for supporting these COVID-19 vaccination efforts with the highest level of performance and professionalism, and
2. Sends its sincere thanks for the efforts of the Mississippi National Guard members who have served either directly or in support of the state's COVID-19 vaccination efforts.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 16, 2021
PAGE: Page 1 of 3

SUBJECT:

Discussion and consideration of the re-appointment of Dr. Evan Peacock to fill one vacant seat on the Historic Preservation Commission.

SUMMARY:

The Historic Preservation Commission currently has one vacancy. Dr. Evan Peacock was appointed on July 2, 2019 to fill an unexpired term that expired on December 11, 2020. He has served on the Historic Preservation Commission as Chairman since he was appointed to the Commission and desires to be reappointed. The notice for the vacancy on the Commission was advertised in the Starkville Daily News on January 28, 2021. Dr. Peacock was the only applicant.

REQUESTING

DEPARTMENT: Community Development

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the re-appointment of Dr. Evan Peacock to the Historic Preservation Commission with a term set to start February 16, 2021 and expire on February 16, 2023.

CLASSIFIED MARKETPLACE

304 Lampkin Street • Starkville, MS 39760 • phone: 662.323.1642 • email: wil@starkvilledailynews.com
 Office Hours: Monday through Friday 8:00AM - 5:00 PM • www.starkvilledailynews.com



36 Help Wanted

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

Historic Preservation Commission
 (one vacancy for a 3-year term appointment that will expire February 2024)

Letters of Interest will be accepted until 5:00 p.m. on February 8, 2021

In the event, no submissions are received, by the deadline date the City will continue to seek potential candidates until all vacancies are filled.

Send all submissions to:
 Vickie Hampton
 City of Starkville - City Hall
 110 West Main Street
 Starkville, MS 39759

ONE CALL
Thats all!
 Sell your stuff here!
 This could be your spot

38 Estate Sale

HUGE ESTATE SALE
 138 TURKEY CREEK RD.
 STARKVILLE, MS 39759

Fri. Jan. 29, 9am-4pm
 Sat. Jan. 30, 9am-4pm
 Sun. Jan. 31, 1pm-4pm
 Mon. Feb. 1, 9am-4pm
 Estate of John Wells,
 a vast collection of advertising items, Fiestaware-Lego sets, old radios, Lance jars, Toni's jars, Lance jars, Star Wars, Nintendo, Atari, Victrola, posters, Walnut sideboard with game birds, coca cola & Dr. Pepper clock, Bulova watch clock, coca sign, military collectibles, Elvis items, Pez tools, furniture, silver. Thousands of items & storage buildings full.

Stewart's Antiques & Estate Sales
 Benny Shelton, 662-251-1515

65 Apartments For Rent

1 BD, 1 BA: OFF UNIVERSITY DRIVE / 104C HARTNESS STREET / BEHIND OLD CITY BAGEL CAFE / RG, FN, DW / W/D / NO PETS / AVAILABLE NOW AUGUST 1ST, 2020 / 7 MONTH LEASE / VERY GOOD CONDITION \$625. MONTH / KEN NIXON 662-418-8705 CELL

MOVING?



MAKE MONEY
 Instead of packing
SELL IT!!
 Place your ad in the
 Starkville Daily News
 Daily Times leader

GREAT BUYS
 (no lies)

You can find it here!
 Sales • Furniture • Appliances • Washers • Houses

300 Legals

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 2:00 P.M.
BID FILE 21-40FS - 6FT BUSH-HOG FINISHING MOWER

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 3:00 P.M.
BID FILE 21-41FS - 11 FT INCLINE CONVEYOR

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 4:00 P.M.
BID FILE 21-42FS - 2013 KUBOTA HTV

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 5:00 P.M.
BID FILE 21-43FS - 170' X 170' BASEBALL FIELD TARP

Bidding procedures for all may be obtained via the attached web address.
www.procurement.msstate.edu/pr-ocurement/bids/index.php

Publish January 21, 2021 January 28, 2021

IN THE CIRCUIT COURT OF OKTIBBEHA COUNTY, MISSISSIPPI

S. KEITH HOLTON, PLLC d/b/a MAGNOLIA OUTPATIENT REHAB PLAINTIFF

VERSUS CIVIL ACTION NO. 2018-0037-CVK

JOHN WILLMOTT DEFENDANT

SUMMONS BY PUBLICATION

THE STATE OF MISSISSIPPI

TO: JOHN WILLMOTT

300 Legals

BID FILE 21-61FS - LEVEL 5 DAVID WHITE WYE LEVEL

SUBMISSION DEADLINE FRIDAY, FEBRUARY 19, 2021 - 9:00 A.M.
BID FILE 21-62FS - #1 LIVE-STOCK FEEDER

SUBMISSION DEADLINE FRIDAY, FEBRUARY 19, 2021 - 10:00 A.M.
BID FILE 21-63FS - #2 LIVE-STOCK FEEDER

Bidding procedures for all may be obtained via the attached web address.
www.procurement.msstate.edu/pr-ocurement/bids/index.php

Publish January 28, 2021 February 4, 2021

The Office of Procurement and Contracts, Mississippi State University, seeks to dispose of the items below via on-line auction:

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 9:00 A.M.
BID FILE 21-38FS - TRAILER

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 10:00 A.M.
BID FILE 21-39FS - 2005 MODERN PREDATOR 15FT ROTARY CUTTER

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 11:00 A.M.
BID FILE 21-37FS - 2000 15FT BUSH WACKER BATWING CUTTER

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 12:00 P.M.
BID FILE 21-38FS - 2004 DODGE RAM TRUCK 1500

SUBMISSION DEADLINE TUESDAY, FEBRUARY 9, 2021 - 1:00 P.M.
BID FILE 21-39FS - 10 FT BUSH-HOG

300 Legals

GER TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 5:00 P.M.
BID FILE 21-52FS - #11 BERGER MINING TRANSIT

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 9:00 A.M.
BID FILE 21-53FS - #12 BUFF & BUFF TRANSIT

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 10:00 A.M.
BID FILE 21-54FS - #13 BUFF & BUFF TRANSIT

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 11:00 P.M.
BID FILE 21-55FS - #14 DIETZ-GEN TRANSIT

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 12:00 P.M.
BID FILE 21-56FS - #15 YOUNG & SONS MOUNTAIN TRANSIT

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 1:00 P.M.
BID FILE 21-57FS - LEVEL 1 DIETZGEN LEVEL

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 2:00 P.M.
BID FILE 21-58FS - LEVEL 2 DIETZGEN LEVEL

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 3:00 P.M.
BID FILE 21-59FS - LEVEL 3 GURLEY LEVEL

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 4:00 P.M.
BID FILE 21-60FS - LEVEL 4 GURLEY LEVEL

SUBMISSION DEADLINE THURSDAY, FEBRUARY 18, 2021 - 5:00 P.M.
BID FILE 21-61FS - #10 BERGER MINING TRANSIT

300 Legals

3 MILES FROM university on Oktoc Rd. 3BD. 772-0476.

The Office of Procurement and Contracts, Mississippi State University, seeks to dispose of the items below via on-line auction:

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 9:00 A.M.
BID FILE 21-44FS - #2 K&E TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 10:00 A.M.
BID FILE 21-45FS - #3 K&E TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 11:00 A.M.
BID FILE 21-46FS - #4 K&E TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 12:00 P.M.
BID FILE 21-47FS - #6 GURLEY TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 1:00 P.M.
BID FILE 21-48FS - #7 GURLEY TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 2:00 P.M.
BID FILE 21-49FS - #8 GURLEY TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 3:00 P.M.
BID FILE 21-50FS - #9 BERGER MINING TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 4:00 P.M.
BID FILE 21-51FS - #10 BERGER MINING TRANSIT

SUBMISSION DEADLINE WEDNESDAY, FEBRUARY 17, 2021 - 5:00 P.M.
BID FILE 21-52FS - #11 BERGER MINING TRANSIT

STARKVILLE SDN

BRUSNAMES DIBROBY



Emily Corban <e.corban@cityofstarkville.org>

hpc

Evan Peacock <archaeopea1@gmail.com>
To: Emily Corban <e.corban@cityofstarkville.org>

Tue, Feb 2, 2021 at 8:32 AM

February 2, 2021

Dear Emily,

I am requesting reappointment to the Starkville Historic Preservation Commission, for which I was serving as Chair until my previous appointment expired. You should have my CV on file from my original appointment. I am happy to supply another copy if needed. Thank you for your attention, and thanks for all your hard work on behalf of Starkville.

Sincerely,

Evan Peacock
[Quoted text hidden]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 16, 2021
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of applying for a Certified Local Government Grant with the Mississippi Department of Archives and History (MDAH) for the 2021-22 fiscal year.

SUMMARY:

The Historic Preservation Commission of the City of Starkville would like pursue a Multiple Property Submission for buildings, structures, landscapes, and objects that can be associated with the struggle for Civil Rights and equality in Starkville. The idea for this project came as a direct result of the findings that were received from the Reconnaissance Survey of the Historic Resources in Starkville, MS 2019-20 (Pg 110-111) which was a product of the 2019-2020 CLG Grant. This request is for the application only and not a commitment by City for funding.

AMOUNT & SOURCE OF FUNDING

Estimated Project Cost:	\$15,000
CLG Grant	\$7,500 (reimburse)
City Cost	\$ 7,500 (general funds)

REQUESTING

DEPARTMENT: Community Development

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136
Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval applying for a CLG Grant with the Mississippi Department of Archives and History (MDAH) for the 2021-22 fiscal year

CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION
Federal Fiscal Year 2021
Application and attachments must be RECEIVED by 5 pm February 26, 2021.

CLG Community Name Starkville, MS

I. PROJECT SUMMARY

Project Title: Starkville Civil Rights Survey

Brief Project Description:

The City of Starkville would like pursue a Multiple Property Submission for buildings, structures, landscapes, and objects that can be associated with the struggle for Civil Rights and equality here in Starkville, MS. The idea for this project came as a direct result of the findings we received from the Reconnaissance Survey of the Historic Resources in Starkville, MS 2019-20 (Pg 110-111) which was a product of the 2019-2020 CLG Grant.

Type of project: (Check appropriate category. See the instructions for category descriptions)

☒ Joint Survey / National Register Nomination

☐ Survey Only

☐ National Register Nomination Only

☐ Rehabilitation

☐ Professional assessment

☐ Publications / Marketing

☐ Education and Training

☐ Other

Budget Summary:

Total Project Cost: \$15,000

Grant Amount Requested: \$7,500

50% of Project Cost

Total Local Match: \$7,500

50% of Project Cost

II. LOCAL GOVERNMENT INFORMATION

County Oktibbeha County,

U.S. Congressional District

Chief Elected Official:

Name: Lynn Spruill

Title: Mayor

Address: 110 W. Main St. Starkville, MS 39759

Telephone (office): 662-323-2525

Email Address: l.spruill@cityofstarkville.org

CLG Coordinator:

Same as Chief Elected Official

Name: Emily Corban Camp

Title: Assistant City Planner

Address: 110 W. Main St. Starkville, MS 39759

Telephone: 662-323-2525 ext. 3138

Alt. Phone:

Email Address: e.corban@cityofstarkville.org

Project Coordinator:

Same as CLG Coordinator X

Name:

Title / Organization:

Address:

Telephone:

Alt. Phone:

Email Address:

III. PROJECT SCOPE OF WORK

Clearly describe the proposed project. Refer to the grant manual for a sense of the questions you should address in this section. Be sure to also address any specific concerns, comments, or questions raised during the ItA phase of the application process.

"Excerpt from Starkville Reconnaissance Survey pages 110-111

Examples of properties that might be included in a Starkville Civil Rights Movement MPS;

- The Rising Star Masonic Lodge #31, Leonard's Drug Store as Strategy Centers.
- The former Starkville City Hall, Henderson High School as Conflict Centers.
- Starkville High School, Felix Long Memorial Hospital as Resolution Centers.
- The home of Dr. Douglas L. Conner. as a property associated with prominent persons in Starkville's Civil Rights Movement.
- The Oktibbeha County Jail as a property associated with institutions that played a role in opposition to Starkville's Civil Rights Movement.
- The Rex Theater as a contributing building to a Historic District. The building's physical appearance, with segregated entrances and seating is a result of adhering to Jim Crow laws.

The Civil Rights Movement in Starkville has deep roots. From 1865 to 1877, the Thirteenth Amendment to the Constitution and the process of Reconstruction across Mississippi brought an uncertain but welcome degree of freedom to the lives of African Americans in Starkville. The establishment of a Freedman's Bureau and their own church congregations provided African Americans with opportunities to express this new found freedom. However, lack of federal enforcement and an active Ku Klux Klan chapter ushered in the Jim Crow era (1877 to 1965) of racial segregation, servitude, inequality, enforced by threats and use of violence that would last nearly a century in Starkville. An intensive level survey of would be necessary to confirm the exact period of significance.

Reconstruction was a racially violent period in Starkville and Oktibbeha County from its onset, despite the presence of federal troops to maintain law and order from 1865 into 1867. While Starkville's Freedmen's Bureau received its first agent in September 1867, the first of Oktibbeha County's three Ku Klux Klan chapters was established soon after in 1868.¹⁷⁸ Most of the gains made came from African Americans themselves as they created churches, schools, and cemeteries as key community-centered institutions, the first steps to asserting their place not only within the society but also within the actual physical landscape of the town. During the Jim Crow Era in the American South, African Americans' lives were regulated by a system of institutional racism. This period started with the end of the post-Civil War Reconstruction period with legalized segregation and disenfranchisement of recently freed slaves; effectively barring them from virtually all local and state governance. Jim Crow laws established a system that insured blacks were second-class citizens.

Schools and services for African Americans were low priorities for southern states, and local governments consistently underfunded black neighborhoods and communities. Under these laws, African Americans had no representation on juries or in law enforcement and experienced bias in other legislation. American culture and values began to shift following the Second World War, providing many black citizens with opportunities previously unavailable to them. Nonviolent protests and United States Supreme Court decisions led to the end of the Jim Crow era, with Congress passing the 1964 Civil Rights Act. The Civil Rights Act declared that it is against federal law to discriminate or segregate "on the ground of race, color, religion, or national origin." In 1968, African Americans in Starkville began organized efforts to protest the segregation of the city's schools. The following year, the Oktibbeha NAACP chapter was established, headed by Dr. Douglas Conner. That same year, Starkville was among the places that saw the establishment of a 'Segregation Academy', a term conceived for the private schools in the Southern United States that were founded in the mid-20th century by white parents to avoid having their children in desegregated public schools. The struggle for equality of municipal amenities succeeded the desegregation of Starkville public schools in 1970. The long struggle for civil rights proved that, through proper organizing, communities could fruitfully petition for equal resources. Properties associated with the movement from the 1970s within Starkville have extraordinary local significance since they represent the evolution of the civil rights movement in the 1970s and show how national gains translated to the smalltown level."

IV. CONSULTANT/PROFESSIONAL

Project does not require a consultant/professional

Project requires a consultant/professional and:

 X Consultant/professional not yet selected

 Consultant/professional already selected

Name:

Company / Organization:

Address:

Telephone:

Email Address:

If consultant/professional is already selected, include contract with the application.

V. MATCHING SHARE

Donor: Who or what is providing the matching funds - City, Foundation, Civic Group, etc.

Source: (Cash Match only) General operating funds, HPC budget, Grant, contributions, etc.

Kind: For non-cash contributions: labor (city staff or volunteer), donated materials/services, etc.

Amount: Dollar value of the contribution

Status: (Cash Match only) Indicate whether the match is firm/known or pending a decision

Cash Contributions

Donor:

Source:

Amount:

Status:

Donor:

Source:

Amount:

Status:

In-Kind Contributions

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

VI. **PROJECT BUDGET**

<i>Cost Items (staff, consultant, supplies/materials, printing, etc.)</i>	<i>CLG Grant Share</i>	<i>Local Match</i>		<i>Row Totals</i>
		<i>Cash</i>	<i>In-Kind</i>	
<i>Subtotals</i>		Cash	In-Kind	
<i>Totals</i>	<i>Grant*</i>	<i>Local Match**</i>		<i>Project Cost</i>

**** Must not exceed 50% of Project Cost***

*****Cash + In-Kind must equal a minimum of 50% of Project Cost***

Please check your math

VII. SIGNATURES

The applicant indicates by their signature that they have read, understand, and agree that:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Certified Local Government Grant Program, administered by the Department of Archives and History.
2. The applicant recognizes that this grant is administered as a reimbursement grant which shall not exceed 50% of the expended total cost of the project. If a grant is received, all cost obligations for work are to be paid by the applicant, who will then receive reimbursement based on prior agreement and approval by MDAH.
3. The applicant further understands that reimbursement will not be issued until all close-out material has been received by MDAH.
4. No work covered in this application is to begin until the applicant has been notified in writing that funds have been awarded and has accepted in writing the terms and conditions of the grant. The terms and conditions will be outlined in the Memorandum of Agreement sent to each grantee. Projects that require additional paperwork, such as Contracts and Cultural Resources Assessments must have these executed / approved by MDAH prior to work beginning on the project.
5. Adequate resources will be available for the completion of the proposed project.
6. The project, if funded, will be carried out in accordance with the guidelines set forth by the National Park Service Historic Preservation Fund as administered by Historic Preservation Division, Department of Archives and History.
7. Project Coordinator will be responsible for submitting required progress reports and final project documentation to MDAH and ensuring that the project will be completed within the allotted time.
8. The applicant will cooperate with the staff of the Department of Archives and History in meeting all the above requirements.

Chief Elected Official

Date

Project Coordinator

Date

VIII. ATTACHMENTS

Required Attachments (for certain types of projects)

Survey and/or National Register Projects: You are **REQUIRED** to attach a map marking the boundary of the Survey and/or proposed National Register District.

Rehabilitation of Historic Structures: You are **REQUIRED** to attach photos of the property in its current condition. At least one of the photos should be of front façade of the building. You should also include close up shots of problem areas to be addressed by the proposed project.

Recommended Attachments:

Written bids, proposals or quotes for professional services related to the project (consultants, contractors, printing services, graphic designers, etc.).

If local government requires a Request for Proposals (RFP) to be done before selecting a consultant, attach the RFP to the application.

Any Historic Structures Report or Preservation Plan done on the structure to be rehabilitated — at least the portion of the report or plan outlining the recommended work to be done.

Any preliminary design already being considered for marketing projects (brochures, etc.) are helpful, but not required.

If updating, redesigning or rewriting materials (such as Design Guidelines or Local Ordinance), include a copy of the previous version.

Application and attachments must be RECEIVED by 5 p.m., February 26, 2021.

Only original completed and signed applications will be considered.

Do NOT email or fax.

**Mail to: Lydia Charles
CLG Grant Administrator
P.O. Box 571
Jackson, MS 39205-0571**

**Deliver to: Lydia Charles
CLG Grant Administrator
100 S. State Street
Jackson, MS 39201**

Contact Lydia Charles by phone, 601.576.6903, or email, lcharles@mdah.ms.gov with any questions you have about CLG Grants.

Appendix A: List of Mississippi CLG Communities (as of August 2020)

Mississippi currently has fifty-three CLG Communities. These are communities that have received CLG Status through the National Park Service. Inclusion on this list does not automatically mean that the community is in good standing.

Aberdeen
Baldwyn
Biloxi
Brandon
Canton
Carrollton
Carthage
Claiborne County
Clarksdale
Cleveland
Clinton
Columbia
Columbus
Como
Corinth
Durant
Gautier
Greenville

Greenwood
Hattiesburg
Hazlehurst
Hernando
Holly Springs
Indianola
Jackson
Kosciusko
Laurel
Leland
Lexington
Louisville
McComb
Meridian
Mound Bayou
Mount Olive
Natchez
New Albany

Newton
Ocean Springs
Oxford
Pascagoula
Philadelphia
Port Gibson
Quitman
Raymond
Senatobia
Sharkey County
Starkville
Tunica
Tupelo
Vicksburg
Water Valley
West
West Point
Woodville

Appendix B: Most recent CLG Grant Projects (award for FFY 2020)

Canton: *Survey of Canton Local Historic District*

Project Cost: \$13,300

Grant Award: \$6,650

Columbus: *Resurvey Existing South Columbus Historic District*

Project Cost: \$20,000

Grant Award: \$10,000

Durant: *Durant Depot North Building Telegraph Room*

Project Cost: \$4,070

Grant Award: \$2,035

Gautier: *Gautier Promotional/Educational Book Printing*

Project Cost: \$2,500

Grant Award: \$1,250

Greenwood: *Feasibility Study, ArtPlace Mississippi Building*

Project Cost: \$8,000

Grant Award: \$4,000

Hattiesburg: *Downtown Hattiesburg Historic Wayfinding Guide and Reprint of Walking Brochures*

Project Cost: \$6,320

Grant Award: \$3,230

Laurel: *Resurvey of the Laurel Central Historic District and Boundary Increase*

Project Cost: \$15,000

Grant Award: \$7,500

Oxford: *Historic Districts Resurvey*

Project Cost: \$15,000

Grant Award: \$7,500

Tupelo: *Survey of the Downtown Historic Neighborhood*

Project Cost: \$14,000

Grant Award: \$7,000

Tupelo: *Restoration of the Spain House (Phase V)*

Project Cost: \$20,000

Grant Award: \$10,000



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 16, 2021
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of calling for two public hearings for amending the Unified Development Code and updating the Technical Codes.

SUMMARY:

The Unified Development Code was adopted in December of 2019. As the document has been used, staff has identified several sections that need to be amended. These amendments include but are not limited to: removing conflicting text, grammatical errors, numbering errors, update to the development standards chart, update to the use standards chart, clarifying requirements, and modifying requirements. The sections affected by this update include but are not limited to: Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, and 18. In addition to the changes, the electronic version of the Unified Development Code will be made more user friendly by adding searchable charts.

The Technical Codes were adopted in June of 2012. The City currently uses the 2011 National Electric Code, 2012 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code. The update of the Technical Codes would be to the 2020 National Electric Code, 2021 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code with staff recommended amendments.

There are a total of two public hearings proposed. The following preliminary dates would be set for the Public Hearings:

March 16, 2021- 1st Public Hearing- Board of Aldermen

April 1, 2021- 2nd Public Hearing and Consideration- Board of Aldermen

REQUESTING

DEPARTMENT: Community Development

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

UDC: Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

Technical Codes: Stein McMullen @662-323-2525 ext 3121

SUGGESTED MOTION:

Move approval to call for two public hearings for amending the Unified Development Code and updating the Technical Codes.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 2-16-21
PAGE: 1

SUBJECT: Consideration of acceptance of the low bid for the 2021 Street Improvement Project from Falcon Contracting and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached is the Board approved listing of the 2021 Street Improvement project.

This project has been advertised and bids were received on Friday, February 12 at 9am. A full bid tabulation is attached and summary is below.

Falcon Contracting:	\$1,180,372.65
Murphree Paving:	\$1,237,122.64
APAC:	Bid disqualified due to incomplete submittal

SUGGESTED MOTION: Move Approval of accepting of the low bid for the 2021 Street Improvement Project from Falcon Contracting and authorizing the Mayor to execute a construction contract.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 02.16.2021
PAGE: 1

SUBJECT: Consideration of acceptance of the low bid for the Old West Point Road Bridge Project from Phillips Contracting and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING

ERBR Funding. 100% grant.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

This project is being funded 100% by the emergency road and bridge fund.

We opened bids on Wednesday, February 10 and received 2 bids.

A recap of the bids is found below and a full bid tabulation is attached.

Contractor	Bid
Phillips Contracting	\$878,096.26
Key Contractors	\$950,000.00

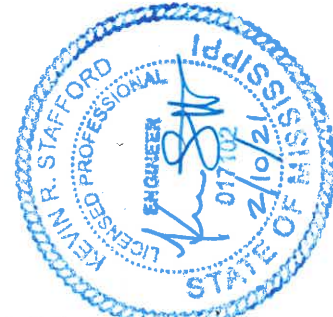
The construction budget for this project is \$1,106,000.

SUGGESTED MOTION: Move Approval of the low bid for the Old West Point Road Bridge Project from Phillips Contracting and authorizing the Mayor to execute a construction contract.

CERTIFIED BID TABULATION
CITY OF STARKVILLE
OLD WEST POINT ROAD BRIDGE REPLACEMENT
Project No. ERBR-53-420(01)
February 10, 2021
9:00 A.M.

Pay Item No.	Description	Unit	Qty.	Phillips Contracting Company, Inc.		Key, LLC	
				Bid Bond: Fidelity Deposit Company of Maryland		Bid Bond: Travelers Casualty and Surety Co. of America	
				Unit Price	Item Amount	Unit Price	Item Amount
202-B023	Removal of Bridge	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 85,000.00	\$ 85,000.00
202-B073	Removal of Asphalt Pavement, All Full Depths (PM)	100.0	SY	\$ 37.00	\$ 3,700.00	\$ 550.00	\$ 55,000.00
202-B088	Removal of Curb and Gutter, All Types	27	LF	\$ 23.00	\$ 621.00	\$ 275.00	\$ 7,425.00
202-D	Miscellaneous Demolition	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 65,000.00	\$ 65,000.00
203-ALL	Earthwork	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00
216-A001	Solid Sodding, Bermuda (PM)	234	SY	\$ 7.00	\$ 1,638.00	\$ 57.00	\$ 13,338.00
230-ECP	Temporary Erosion Control	1	LS	\$ 3,150.00	\$ 3,150.00	\$ 8,500.00	\$ 8,500.00
907-304-G002	Size 610 Crushed Stone Base Material, PM	95	CY	\$ 132.00	\$ 12,540.00	\$ 110.00	\$ 10,450.00
403-A003	12.5 mm, ST, Asphalt Pavement	200	TON	\$ 162.50	\$ 32,500.00	\$ 265.00	\$ 53,000.00
403-A015	9.5 mm, ST, Asphalt Pavement	90	TON	\$ 175.00	\$ 15,750.00	\$ 175.00	\$ 15,750.00
406-D001	Fine Milling of Bituminous Pavements, All Depths	4625	SY	\$ 1.00	\$ 4,625.00	\$ 17.00	\$ 78,625.00
603-HDPE	24" High Density Polyethylene Pipe, Dual Wall (Includes FES)	40	LF	\$ 100.00	\$ 4,000.00	\$ 225.00	\$ 9,000.00
608-A001	Concrete Sidewalk, with Reinforcement	90	SY	\$ 153.00	\$ 13,770.00	\$ 450.00	\$ 40,500.00
608-FLUME	Concrete Flume	3	SY	\$ 660.00	\$ 1,980.00	\$ 7,500.00	\$ 22,500.00
609-HCR1	Handicap Ramp, Type 1	1	EA	\$ 2,456.00	\$ 2,456.00	\$ 13,500.00	\$ 13,500.00
609-HCR2	Handicap Ramp, Type 2	1	EA	\$ 2,940.00	\$ 2,940.00	\$ 19,000.00	\$ 19,000.00
609-SS	Combination Concrete Curb and Gutter, Starkville Standard	275	LF	\$ 52.00	\$ 14,300.00	\$ 165.00	\$ 45,375.00
618-A001	Maintenance of Traffic	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 8,500.00	\$ 8,500.00
620-A001	Mobilization	1	LS	\$ 43,250.00	\$ 43,250.00	\$ 95,000.00	\$ 95,000.00
803-813	Prestressed Pile Beam Bridge	1	LS	\$ 535,901.00	\$ 535,901.00	\$ 79,690.50	\$ 79,690.50
813-E008	Pedestrian Railing, Off Bridge, Including Concrete Curb	37	LF	\$ 350.00	\$ 12,950.00	\$ 1,115.00	\$ 41,255.00
815-A006	Loose Riprap, Size 200# (24" Thick)	1,292	TON	\$ 54.00	\$ 69,768.00	\$ 77.00	\$ 99,484.00
815-B50	Loose Riprap, Size 50# (18" Thick)	76	TON	\$ 57.00	\$ 4,332.00	\$ 75.00	\$ 5,700.00
815-E001	Geotextile under Riprap, Both Sizes of Riprap	1,545	SY	\$ 5.00	\$ 7,725.00	\$ 3.50	\$ 5,407.50
826-ALL	Thermoplastic Striping, All Types	1	LS	\$ 11,762.76	\$ 11,762.76	\$ 21,000.00	\$ 21,000.00
630-ALL	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness, All Types	1	LS	\$ 937.50	\$ 937.50	\$ 7,000.00	\$ 7,000.00
				TOTAL BASE BID \$		\$ 878,096.26	
						\$ 950,000.00	

I CERTIFY THAT THIS IS A CORRECT TABULATION OF ALL PROPOSALS RECEIVED ON THE ABOVE DATE





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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 02/16/2021
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 February 8, 2021 is \$2,345,687.49
Of which the claims amount for Starkville Utilities is \$1,785,609.96

**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 February 8, 2021 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 2/4/2021 - 2/9/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PROGRAPHICS, INC.	78374	01/11/2021	BOOKLETS FOR FIRE CHIEFS CONFERENCE	001-000-160-998	1,055.00
ZETX, INC.	MS21.0530100	01/20/2021	ONE YEAR ACCESS TO TRAX WEB BASED SOFTWARE	001-000-334-126	2,250.00
JOSHUA COX	42203	01/25/2021	REIMB KROGER PURCHASE FOR FD MEETING MEAL	001-000-160-697	96.77
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-000-053-206	1,376.80
MARK E. SHAW	16	02/05/2021	CONTRACT LABOR 01/25/21 - 02/05/21	001-000-054-205	352.50
Outstanding Total:					5,131.07
Paid					
KEISHA HARVILLE	1377505	02/02/2021	OVERPAYMENT ON CASH BOND	001-000-149-691	28.75
JAINELLE WITHERS	1385688	02/02/2021	OVERPAYMENT ON CASH BOND	001-000-149-691	20.00
CITY OF PEARL	1110	02/03/2021	REFUND FIRE CONF. FEES/R.HOPSON	001-000-160-998	85.00
JAMES KEITH	1366671	02/04/2021	OVERPAYMENT ON CASH BOND	001-000-149-691	700.00
Paid Total:					833.75
Department 000 - UNDESIGNATED Total:					5,964.82
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	188.25
Outstanding Total:					188.25
Department 100 - BOARD OF ALDERMEN Total:					188.25
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
LARNZY CARPENTER	01.29.21	01/29/2021	4 HOURS-FILLING IN FOR JUDGE KELLEY	001-110-600-301	211.52
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-110-620-370	237.68
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,039.25
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-376	117.50
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-377	384.50
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-378	468.00
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-382	16,440.75
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-385	436.00
MS DEPT OF PUBLIC SAFETY	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,059.00
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-387	6,743.75

Expense Approval Report

Post Dates: 2/4/2021 - 2/9/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-389	80.00
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-393	380.00
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-395	54.00
MS DEPT OF PUBLIC SAFETY	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-396	70.00
STATE TREASURER	01.2021	02/08/2021	JANUARY 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-398	6,178.25

Outstanding Total: 34,928.32

Department 110 - MUNICIPAL COURT Total: 34,928.32

Department: 120 - MAYORS OFFICE

Outstanding

CANON FINANCIAL SERVICES, INC	26032292	01/12/2021	FINAL USAGE ON JME15733	001-120-604-330	13.58
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0121	01/13/2021	DECEMBER 2020 CONSULTING SERVICES	001-120-600-300	3,333.33
SLAUGHTER & ASSOCIATES, PLLC	01.20.21	01/20/2021	ANNEXATION	001-120-600-300	3,999.66
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0221	02/01/2021	JANUARY 2021 CONSULTING SERVICES	001-120-600-300	3,333.33
KAYLA S. WILLIAMS	INV0033148	02/02/2021	SMYC 2020 CIVIC ENGAGEMENT SCHOLARSHIP	001-120-600-340	400.00
MYA HALBERT	INV0033155	02/02/2021	SMYC 2020 CIVIC ENGAGEMENT SCHOLARSHIP	001-120-600-340	400.00
CADENCE /ELAN VISA	INV0033157	02/04/2021	KROGER BOTTLED WATER, DRINKS	001-120-503-202	20.37

Outstanding Total: 11,528.39

Department 120 - MAYORS OFFICE Total: 11,528.39

Department: 123 - IT

Outstanding

CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	121.03
DELL MARKETING L.P.	10459343610	01/25/2021	VMWARE SERVER	001-123-918-805	3,284.59
WAUKAWAY DISTRIBUTORS, INC	63934	01/26/2021	5 FIVE GALLON BOTTLES OF WATER -IT	001-123-691-550	32.80
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0033150	01/28/2021	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	640.00
WAUKAWAY DISTRIBUTORS, INC	CLR-0221-49	02/01/2021	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-123-620-370	461.00
GOVERNMENT LEASING COMPANY	23104-19	02/04/2021	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	23851-13	02/04/2021	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00

Outstanding Total: 6,397.54

Department 123 - IT Total: 6,397.54

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

REGIONS BANK	101740-2021	01/15/2021	SAFE DEPOSIT BOX RENTAL 2021-2022/BOX #10174	001-145-501-200	80.00
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.15
AMAZON CAPITAL SERVICES, INC.	17H4-H1NH-J3QY	01/28/2021	SHREDDER	001-145-501-200	176.60

Expense Approval Report

Post Dates: 2/4/2021 - 2/9/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
AMAZON CAPITAL SERVICES, INC.	16CQ-C3HH-7YTY	01/29/2021	CUSTOM "RECEIVED" STAMP	001-145-501-200	26.95
MS MUNICIPAL CLERKS AND COLLECTORS	INV0033153	01/29/2021	CMC APPLICATION FEE/LEANNE MCGARR	001-145-610-350	150.00
MS MUNICIPAL CLERKS AND COLLECTORS	INV0033154	02/01/2021	2021 DUES	001-145-690-556	90.00
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0033147	02/04/2021	CMC PROGRAM REG FEE/MARY IVY	001-145-610-350	200.00
Outstanding Total:					798.82
Department 145 - OTHER ADMINISTRATIVE Total:					798.82

Department: 180 - HUMAN RESOURCES

Outstanding					
KRONOS	11708214	01/06/2021	TIMECLOCK/PAYROLL SYSTEM	001-180-691-505	3,874.00
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.44
FEDEX	7-258-50136	01/27/2021	SHIPPING FOR TIME CLOCK SYSTEM/KRONOS	001-180-691-505	22.92
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CADENCE /ELAN VISA	39612968	01/31/2021	INDEED.COM JAN. 2021 ADVERTISING	001-180-610-340	271.73
AMAZON CAPITAL SERVICES, INC.	1RPJ-6PYX-YGN1	02/02/2021	HIGH SPEED CABLE	001-180-501-200	24.97
Outstanding Total:					4,273.18
Department 180 - HUMAN RESOURCES Total:					4,273.18

Department: 190 - CITY PLANNER

Outstanding					
CANON FINANCIAL SERVICES, INC	26032292	01/12/2021	FINAL USAGE ON JME15733	001-190-604-330	13.58
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.84
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	001-190-620-370	475.36
Outstanding Total:					603.90
Department 190 - CITY PLANNER Total:					603.90

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding					
CINTAS	4074052873	01/26/2021	SANITIZING STANDS 01.26.21	001-192-510-220	11.26
CINTAS	4074052885	01/26/2021	CITY HALL 01.26.21	001-192-510-220	14.52
JAN-PRO OF MS	860543	02/01/2021	FEB. 2021 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
CINTAS	4074674493	02/02/2021	SANITIZING STANDS 02.02.21	001-192-510-220	11.26
CINTAS	4074674572	02/02/2021	CITY HALL 02.02.21	001-192-510-220	64.52
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	001-192-620-370	540.00
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-192-625-380	2,505.43
Outstanding Total:					4,765.99
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,765.99

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	2455	01/01/2021	2ND QTR FY21 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
Outstanding Total:					6,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,250.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	132	02/01/2021	JAN. 2021 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	132	02/01/2021	JAN. 2021 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	132	02/01/2021	JAN. 2021 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					
CANON FINANCIAL SERVICES, INC	26032292	01/12/2021	FINAL USAGE ON JME15733	001-197-604-330	13.58
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-197-620-370	197.50
MARK E. SHAW	16	02/05/2021	CONTRACT LABOR 01/25/21 - 02/05/21	001-197-600-308	352.50
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-197-525-231	40.57
Outstanding Total:					632.27
Department 197 - ENGINEERING Total:					632.27
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ARGAIL CARTER	462038	01/02/2020	ALTERATIONS	001-201-535-233	387.00
ARGAIL CARTER	321454	09/26/2020	ALTERATIONS	001-201-535-233	117.00
TRI-STARR MUFFLER & BRAKE	355656	10/09/2020	COOLANT FAN, MODULE, LABOR	001-201-630-360	679.69
TRI-STARR MUFFLER & BRAKE	355671	10/13/2020	#7324 OIL CHANGE, BREAK PADS, ROTORS, BEARINGS	001-201-630-360	1,257.05
TRI-STARR MUFFLER & BRAKE	355681	10/14/2020	S-26 DRIVERS WINDOW, REGULATOR, LABOR	001-201-630-360	218.59
RATLIFF TOWING & RECOVER	M-16119	11/05/2020	TOW CROWN VIC FROM TRI-STAR TO SHOOTING RANGE	001-201-600-300	35.00
SHEPS CLEANERS-POLICE ACCOUNT	18555	12/14/2020	ALTERATIONS FOR LASKER	001-201-535-233	24.00
COVERT TRACK GROUP, INC	22551	12/17/2020	ANNUAL RENEWAL FEE - MAPPING PRODUCT	001-201-604-330	600.00
LAIRD CLINIC -POLICE ACCOUNT	588158	12/30/2020	PHYSICALS FOR MAYNARD & BARKSDALE	001-201-600-319	356.00
T-SHIRT SHOP, THE	20210710	01/01/2021	VINYL COST FOR VEHICLES	001-201-630-360	3,500.00
CITY OF COLUMBUS	867	01/04/2021	FORENSIC LAB SERVICES	001-201-600-300	120.00
SHEPS CLEANERS-POLICE ACCOUNT	19631	01/05/2021	ALTERATIONS FOR LASKER	001-201-535-233	28.00
DANNY MCCLUSKEY TOWING	2828	01/05/2021	TOW CAR TO POLICE IMPOUN	001-201-600-300	225.00
DIGITAL-ALLY	1115782	01/07/2021	CRADLE CHARGERS FOR BODY CAMERAS-10	001-201-556-251	570.00
DANNY MCCLUSKEY TOWING	2827	01/10/2021	TOW CAR TO POLICE IMPOUN	001-201-600-300	125.00
DANNY MCCLUSKEY TOWING	2844	01/18/2021	TOW CAR TO POLICE IMPOUN	001-201-600-300	125.00
AT&T SUBPOENA CENTER	375066	01/18/2021	LEA TRACKING	001-201-600-300	95.00
BRISLIN, INC	210068	01/19/2021	REPAIRS TO PD HVAC SYSTEM	001-201-630-426	469.09
WALMART -GENERAL CITY	01667	01/20/2021	DISINFECTANT, SWIPPER, CLOROX GEL	001-201-555-208	58.65
LAIRD CLINIC -POLICE ACCOUNT	588162	01/21/2021	PHYSICALS FOR GRAHAM & PEREZ	001-201-600-319	293.00
SULLIVAN'S OFFICE SUPPLY, INC.	61097	01/21/2021	4 PLANNERS	001-201-501-200	57.92
BOB'S MOBILE RADIO	316074	01/24/2021	EQUIPMENT REPAIRS & MAINTENANCE	001-201-630-360	225.18

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CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,928.43
A-1 TOWING	021021	01/25/2021	#2115 TRANSFER CASE & FLUIDS	001-201-630-360	1,784.99
R&M TIRES	1130213	01/25/2021	HEADLIGHT SOCKET	001-201-630-360	43.66
R&M TIRES	1130221	01/25/2021	S-34 REPAIR FLAT	001-201-630-360	20.00
R&M TIRES	1130225	01/25/2021	S-18 OIL AND FILTER CHANGE	001-201-630-360	65.50
COVERT TRACK GROUP, INC	23824	01/25/2021	UPGRADE ANNUAL SUBSCRIPTION TO ACCESS COVERTRACK	001-201-604-330	214.00
ARMY NAVY PAWN SHOP	012621A	01/26/2021	2 PAIR PANTS	001-201-535-233	74.00
BRISLIN, INC	210021	01/26/2021	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,350.00
COPY COW	48112	01/26/2021	SHIPPING CHARGES/RETURN TASER	001-201-604-330	25.73
OKTIBBEHA COUNTY COOPERATIVE	641284	01/26/2021	BOOTS FOR BROWNING	001-201-535-233	99.85
A-1 TOWING	021038	01/27/2021	#7322 WINDSHIELD WIPER MOTOR	001-201-630-360	350.00
CARYL PRITCHARD	INV0033158	01/27/2021	REIMB WALMART PURCHASE/KITCHEN SUPPLIE	001-201-555-208	44.88
SHEPS CLEANERS-POLICE ACCOUNT	01.28.21	01/28/2021	ALTERATIONS FOR PEDEN	001-201-535-233	36.00
R&M TIRES	1130278	01/28/2021	S-48 2 NEW TIRES AND BALANCE	001-201-630-360	245.92
ARMY NAVY PAWN SHOP	12921	01/29/2021	TAC BOOTS	001-201-535-233	70.00
WATERMARK PRINTERS LLC	13810	01/29/2021	BUSINESS CARDS FOR RICHARDSON & REAVES	001-201-615-343	72.00
MID-SOUTH UNIFORM & SUPPLY, INC	613387	01/29/2021	UNIFORM ITEMS FOR D. PEDE	001-201-535-233	750.00
OKTIBBEHA COUNTY COOPERATIVE	641985	01/29/2021	BOOTS FOR DISPATCHER RAANA	001-201-535-233	99.85
TYLER TECHNOLOGIES	130-118975	01/31/2021	PUBLIC SAFETY-CUSTOM PROGRAMMING	001-201-918-805	520.00
GULF STATES DISTRIBUTORS, INC.	1369337-IN	02/01/2021	3 CASES BULLETS	001-201-556-251	1,014.00
FUELMAN / FLETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	001-201-525-231	2,275.35
OKTIBBEHA COUNTY SHERIFF'S OFFICE	02.02.21	02/02/2021	FEEDING INMATES JANUARY 2021	001-201-541-237	10,950.00
WALMART -GENERAL CITY	08802A	02/02/2021	POST ITS, ORGANIZERS, TAPE, STAPLER, PAPER CLIPS	001-201-501-200	72.54
CADENCE /ELAN VISA	1336912358	02/02/2021	ADOBE CREATIVE CLOUD-ONE YEAR RENEWAL	001-201-501-200	256.67
SULLIVAN'S OFFICE SUPPLY, INC.	61464	02/02/2021	BINDERS, FILES, MESSAGE BOOK, SHEET PROTECTORS	001-201-501-200	120.75
LOWE'S-POLICE	992608	02/02/2021	3 DRAWER FILING CABINET	001-201-501-200	117.83
WALMART -GENERAL CITY	02254	02/03/2021	ENVELOPES, SUPPLY ORGANIZER	001-201-501-200	12.77
R&M TIRES	1130362	02/03/2021	S-55 OIL AND FILTER CHANGE	001-201-630-360	52.50
COPY COW	23719	02/03/2021	FED EX SHIPPING CHARGES	001-201-604-330	15.21
SULLIVAN'S OFFICE SUPPLY, INC.	61463	02/03/2021	EXPANDING FILES	001-201-501-200	7.50
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	001-201-620-370	8,182.56
SULLIVAN'S OFFICE SUPPLY, INC.	61558	02/04/2021	POST IT NOTES, CLASP ENVELOPES, SHARPIES	001-201-501-200	40.77
R&M TIRES	1130356	02/05/2021	NEW TIRE ON 14 DODGE CHARGER	001-201-630-360	129.21
FUELMAN / FLETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-201-525-231	2,437.66

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STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-201-625-380	2,724.31
Outstanding Total:					46,770.61
Department 201 - POLICE DEPARTMENT Total:					46,770.61
Department: 261 - FIRE DEPARTMENT					
Outstanding					
NORTHEAST EXTERM - FIRE ACCT	27796	01/01/2021	FIRE STATION #4 /01.01.21	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	27799	01/04/2021	FIRE STATION #3 /01.01.21	001-261-558-269	22.00
SHEPS CLEANERS- FIRE ACCOUNT	20038	01/20/2021	CLEAN 3 PR TROUSERS/YARBROUGH	001-261-535-233	9.00
MAXXSOUTH BROADBAND	INV0033152	01/21/2021	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	152.44
ADVEXURE LLC	SP-38571	01/22/2021	AUTEL EVO II THERMAL CAMERA PLUS BATTERY	001-261-702-262	8,399.00
UPS	54E5Y041	01/23/2021	SHIPPING CHARGES	001-261-604-330	113.46
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	286.86
O'REILLY AUTO PARTS	0997-177124	01/25/2021	SEALED BEAM	001-261-630-360	21.24
AMAZON CAPITAL SERVICES, INC.	11D9-3X1M-CH9D	01/25/2021	CASES FOR SFD IPADS	001-261-555-250	254.98
VERIZON-RETAIL	9000257664	01/25/2021	IPAD FIRE ACCT#242218117-00002	001-261-918-805	1,049.99
VERIZON-RETAIL	9000257665	01/25/2021	IPAD FIRE ACCT#242218117-00002	001-261-918-805	1,439.90
VERIZON-RETAIL	9000257666	01/25/2021	IPAD FIRE ACCT#242218117-00002	001-261-918-805	1,049.99
O'REILLY AUTO PARTS	0997-177167	01/26/2021	RETURN/REPLACE SEALED BEAM	001-261-630-360	-15.70
WATERMARK PRINTERS LLC	13798	01/26/2021	BURN PERMIT FORMS	001-261-502-201	126.00
ATMOS ENERGY	INV0033161	01/26/2021	# 3018177204 /FIRESTATION	001-261-625-380	1,053.88
STARKVILLE AUTO PARTS	140575	01/27/2021	SEALED BEAM, COMPRESSION ELBOW, SEALANT, TAPE	001-261-630-360	39.45
POWERSTROKE EQUIPMENT SALES & SVC	5288	01/28/2021	BAR OIL, PRE MIX-QUART	001-261-630-360	73.91
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0177	01/28/2021	REPAIR DOOR AT STATION 5	001-261-558-269	150.00
WELDING WORKS LLC, THE	404	01/29/2021	REPAIR DOOR ON TRAINING TRAILER	001-261-630-360	200.00
UPS	54E5Y051	01/30/2021	SHIPPING CHARGES	001-261-604-330	16.37
ALARM SECURITIES, INC. dba ASI	02012021-122	02/01/2021	FEB. 2021 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
ARMY NAVY PAWN SHOP	2121	02/01/2021	BOOTS	001-261-535-233	60.00
NORTHEAST EXTERM - FIRE ACCT	29410	02/01/2021	FIRE STATION # 4 /02.01.21	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	29411	02/01/2021	FIRE STATION # 2 /02.01.21	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	29412	02/01/2021	FIRE STATION # 5 /02.01.21	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	29413	02/01/2021	FIRE STATION # 3 /02.01.21	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	29414	02/01/2021	FIRE STATION # 1 /02.01.21	001-261-558-269	22.00
RACKLEY OIL INC.	546288	02/01/2021	DIESEL AND EXHAUST FLUID	001-261-525-231	140.28
LOWE'S-FIRE	901921	02/01/2021	WATER SUPPLY LINE	001-261-558-269	16.68
LOWE'S-FIRE	902527	02/01/2021	STAINLESS FAUCET	001-261-558-269	88.53
FUELMAN / FLEETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	001-261-525-231	579.86
GOLDY'S FIRE APPARATUS. LL	3372	02/02/2021	TURTLE TILE, BOX OF 36 BLACK TILES	001-261-918-805	1,997.11
BACKSTAGE MUSIC	88937	02/02/2021	3 CONTAINERS FOG JUICE FOR SMOKE TRAINING	001-261-630-360	44.85
ARMY NAVY PAWN SHOP	020321A	02/03/2021	UNIFORM PANTS, BOOTS, BEL	001-261-535-233	156.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SCOTT PETROLEUM DIV. #15	693324	02/03/2021	PROPANE FOR STATION 5	001-261-625-380	475.42
O'REILLY AUTO PARTS	0997-178526	02/04/2021	WEATHER STRIPPING	001-261-630-360	35.97
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	001-261-620-370	6,075.50
ATMOS ENERGY	INV0033160	02/04/2021	#3055511080 /FIRESTATION #	001-261-625-380	1,192.96
LOWE'S-FIRE	910994	02/05/2021	WATER HOSE & SPRAYER	001-261-555-250	46.49
SCOTT PETROLEUM DIV. #15	931339	02/05/2021	ACCT#1178541 BROILMASTER BRIQUET SETS	001-261-555-250	50.00
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-261-525-231	570.83
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-261-625-380	1,060.38
				Outstanding Total:	27,218.45

Paid					
MES (MUNICIPAL EMERGENCY SERVICES, INC.)	IN1536248	01/05/2021	2 JAWS OF LIFE SYSTEMS	001-261-918-820	63,317.57
				Paid Total:	63,317.57
				Department 261 - FIRE DEPARTMENT Total:	90,536.02

Department: 281 - BUILDING/CODES OFFICE

Outstanding					
CANON FINANCIAL SERVICES, INC	26032292	01/12/2021	FINAL USAGE ON JME15733	001-281-604-330	13.59
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	51.44
MAXXSOUTH BROADBAND	INV0033149	01/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	001-281-620-370	640.20
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-281-525-231	67.35
				Outstanding Total:	800.69
				Department 281 - BUILDING/CODES OFFICE Total:	800.69

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding					
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-290-625-380	54.94
				Outstanding Total:	54.94
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	54.94

Department: 301 - STREET DEPARTMENT

Outstanding					
CUSTOM PRODUCTS CORPORATION	343108	11/02/2020	RESTOCK SIGNS	001-301-565-272	2,987.70
CUSTOM PRODUCTS CORPORATION	C343632	11/12/2020	PRICE ADJUSTMENT ON SIGN	001-301-565-272	-414.50
STARKVILLE LP GAS	2221756	12/16/2020	PROPANE FOR ASPHALT TRUC	001-301-630-360	43.98
MMC MATERIALS, INC.	691121	01/01/2021	1 CY CONCRETE W/FIBERS	001-301-560-270	131.50
IVY AUTO PARTS, LLC.	655025	01/07/2021	DIAGNOSTIC SCAN TOOL FOR GAS VEHICLES	001-301-918-805	1,400.00
IVY AUTO PARTS, LLC.	655026	01/07/2021	DIAGNOSTIC SCAN TOOL FOR DIESEL VEHICLES	001-301-918-805	3,135.00
AUTOZONE	0426939398	01/11/2021	BATTERY	001-301-630-360	-18.00
IVY AUTO PARTS, LLC.	655317	01/13/2021	OIL FILTER, AIR FILTER, OIL	001-301-630-360	70.91
AUTOZONE	0426942032	01/14/2021	2 PACKS MINI BULBS	001-301-630-360	16.54
AUTOZONE	0426942066	01/14/2021	CLOCKSPRING	001-301-630-360	71.32
AUTOZONE	0426942752	01/15/2021	PRESSURE HOSE ASSY	001-301-630-360	24.69
IVY AUTO PARTS, LLC.	655478	01/15/2021	POWER STEERING PUMP,	001-301-630-360	59.99
IVY AUTO PARTS, LLC.	655480	01/15/2021	WINDSHIELD WASH	001-301-630-360	20.34
IVY AUTO PARTS, LLC.	655514	01/15/2021	REPL LAMP	001-301-630-360	95.98
AUTOZONE	0426946369	01/19/2021	COOLANT RESEVOIR	001-301-630-360	60.71
AUTOZONE	0426947547	01/20/2021	ANTIFREEZE	001-301-630-360	28.78
AUTOZONE	0426948019	01/21/2021	DURALAST SENSOR, CABLE TIE SET	001-301-630-360	42.33

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AUTOZONE	0426948051	01/21/2021	SPEED SENSOR	001-301-630-360	52.63
AUTOZONE	0426948052	01/21/2021	RETURN DURALAST SENSOR	001-301-630-360	-37.59
AUTOZONE	0426948053	01/21/2021	RETURN PRESSURE HOSE	001-301-630-360	-24.69
AUTOZONE	0426948333	01/21/2021	PRESSURE HOSE	001-301-630-360	17.09
AUTOZONE	0426948335	01/21/2021	RETURN CHARGE	001-301-630-360	-21.69
THOMPSON MACHINERY*	PC110295589	01/22/2021	EQUIPMENT PARTS	001-301-630-400	80.56
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.44
OKTIBBEHA COUNTY COOPERATIVE	640998	01/25/2021	UNIFORM PANTS	001-301-535-233	719.73
THOMPSON MACHINERY*	PC110295637	01/25/2021	GASKET	001-301-630-400	3.09
AUTOZONE	0426952274	01/26/2021	PRESSURE HOSE	001-301-630-360	24.79
AUTOZONE	0426952280	01/26/2021	RETURN PRESSURE HOSE	001-301-630-360	-17.09
BELL BUILDING SUPPLY, INC.	309789	01/26/2021	SAW BLADES, LEVEL, PAINT PAIL	001-301-555-250	78.44
CINTAS	4074052904	01/26/2021	STREET DEPT. 01.26.21	001-301-555-250	35.00
MMC MATERIALS, INC.	690368	01/26/2021	2CY CONCRETE	001-301-560-270	290.00
AMAZON CAPITAL SERVICES, INC.	1JL6-3LJX-1J1G	01/27/2021	4 FLASHING STROBE LIGHTS	001-301-630-360	311.96
LOWE'S-STREET	901955	01/27/2021	HITCH BALL,S, DRAWER AND CABINET LOCKS, DROP BALL	001-301-555-250	135.80
IVY AUTO PARTS, LLC.	656234	01/28/2021	RELAY VALVE, COMP BELT, FAN BELT	001-301-630-360	146.46
IVY AUTO PARTS, LLC.	656273	01/28/2021	BRAKE SHOE KITS	001-301-630-360	92.48
G&C SUPPLY CO., INC	6805911	01/28/2021	ANCHOR PLATES, ROUND POSTS	001-301-565-272	1,097.50
G&C SUPPLY CO., INC	6805912	01/28/2021	POST REFLECTORS	001-301-565-272	750.00
FUELMAN / FLEETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	001-301-525-231	601.62
GATEWAY TIRE & SERVICE CENTER	1018-138347	02/02/2021	TRUCK #702 REPAIR TIRE	001-301-630-360	36.95
CINTAS	4074674553	02/02/2021	STREET DEPT. 02.02.21	001-301-555-250	35.00
EAST MISSISSIPPI LUMBER CO	D75594	02/03/2021	BLADES, PLIERS, DRILL, TOW CHAIN, BIT SET	001-301-555-250	142.42
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-301-620-370	1,876.80
PETTY CASH VOUCHERS	02.08.21	02/08/2021	CAR WASH	001-301-630-360	35.00
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-301-525-231	669.58
GTR SOLID WASTE MGMT. AUTH	01.31.21	02/09/2021	JAN. 2021 SOLID WASTE TICKETS	001-301-691-510	2,190.24
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-301-625-380	835.47

Outstanding Total: 18,003.82

Department 301 - STREET DEPARTMENT Total: 18,003.82

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.56
FUELMAN / FLEETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	001-360-525-231	72.68
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BA0R284869 INSTALLMENT	001-360-620-370	220.00
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-360-525-231	37.30

Outstanding Total: 365.54

Department 360 - ANIMAL CONTROL Total: 365.54

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

LIBERTY WASTE, INC.	2984	10/21/2020	PORTA JOHN RENTAL - 5	001-550-600-300	425.00
LIBERTY WASTE, INC.	3055	11/13/2020	PORTA JOHN RENTAL - 5	001-550-600-300	425.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LIBERTY WASTE, INC.	3130	12/07/2020	PORTA JOHN RENTAL - 5	001-550-600-300	425.00
FOUR SEASONS LAWN & LANDSCAPE LLC	207142	12/09/2020	PLANTED PANSIES, ADDED MULCH/SPORTSPLEX	001-550-600-300	600.00
BMI-BROADCAST MUSIC INC.	39027181	01/02/2021	ANNUAL RENEWAL MUSIC LICENSING FEE	001-550-690-555	368.00
RACKLEY OIL INC.	121931	01/04/2021	GAS AND DIESEL	001-550-525-231	74.21
LIBERTY WASTE, INC.	3186	01/07/2021	PORTA JOHN RENTAL/MCKEE, MONCRIEF, & WESTSIDE PKS	001-550-600-300	425.00
BFC SOLUTIONS, LLC	NVL2202556	01/11/2021	QUARTERLY FILTER SERVICE	001-550-600-300	300.00
VERIZON-PARKS	9871503005	01/18/2021	PARKS ACCT#442043719-00001	001-550-600-330	475.55
TERRY SVC., INC	75800	01/20/2021	QUARTERLY MAINT AGREEMENT -PARKS	001-550-600-300	1,248.00
SULLIVAN'S OFFICE SUPPLY, INC.	61126	01/21/2021	CHAIR MATS,	001-550-501-200	233.97
AMAZON CAPITAL SERVICES, INC.	1RXF-NW4D-37K6	01/22/2021	KEY CABINET WITH DIGITAL LOCK	001-550-501-200	94.06
SULLIVAN'S OFFICE SUPPLY, INC.	61126.1	01/22/2021	SCRAPER MAT	001-550-501-110	81.75
SULLIVAN'S OFFICE SUPPLY, INC.	61161	01/22/2021	FOUR DRAWER FILE DRAWERS -3	001-550-555-250	935.25
AMAZON CAPITAL SERVICES, INC.	17R3-NV4V-H7DL	01/24/2021	BRIEFCASE, SIGN HOLDER, DRY ERASE BOARD	001-550-501-200	979.08
INTERSTATE BATTERY OF CNTRL MS	101203	01/25/2021	BATTERY	001-550-600-370	89.95
SULLIVAN'S OFFICE SUPPLY, INC.	61261	01/25/2021	4 OFFICE CHAIRS	001-550-555-250	643.20
CINTAS-PARKS	4074198579	01/27/2021	WEEKLY MAT CLEANING 01.27.21	001-550-501-208	37.83
TRI-STARR MUFFLER & BRAKE	141587	01/28/2021	#104 FRONT CONTROL MODULE	001-550-600-370	635.00
SULLIVAN'S OFFICE SUPPLY, INC.	61403	01/29/2021	5 SCRAPER MATS	001-550-501-110	408.75
AMAZON CAPITAL SERVICES, INC.	1KXT-MGXQ-N4DQ	01/30/2021	CORK BOARD	001-550-501-200	55.59
AMAZON CAPITAL SERVICES, INC.	1XHH-GLLH-XHHW	01/31/2021	CORK BOARD	001-550-501-200	54.90
FUELMAN / FLEETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	001-550-525-231	153.42
STARKVILLE GLASS & PAINT	29861	02/02/2021	FRONT DRIVER DOOR GLASS INSTALL	001-550-600-300	200.00
DOSS ELECTRIC, INC.	5693	02/03/2021	DIMMER REPAIRS	001-550-600-370	925.66
OKTIBBEHA COUNTY COOPERATIVE	643089	02/03/2021	FLORIKAN NURSERY, BONE MEAL, BUG SPRAY, UNIFORMS	001-550-501-110	319.53
OKTIBBEHA COUNTY COOPERATIVE	643089	02/03/2021	FLORIKAN NURSERY, BONE MEAL, BUG SPRAY, UNIFORMS	001-550-535-233	333.26
LOWE'S- PARKS	911116	02/03/2021	TOOL BOXES, JUMPER CABLES, TOWELS, CAULK GUN	001-550-501-110	1,441.01
FASTENAL COMPANY	MSSTA96311	02/03/2021	GLOVES & EYEWEAR	001-550-501-110	134.43
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY	001-550-600-360	926.08
ATMOS ENERGY	INV0033159	02/04/2021	#BAOR284869 INSTALLMENT	001-550-600-340	190.20
PITNEY GLOBAL-LEASE	3312917947	02/05/2021	# 3019958172 /PARKS ACCT#0012564714 PARKS LEASE	001-550-501-200	281.07
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	001-550-525-231	206.73
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	001-550-600-340	9,347.97
Outstanding Total:					23,474.45
Department 550 - PARKS AND REC DEPARTMENT Total:					23,474.45
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1069400	01/16/2021	OLD WEST POINT BRIDGE PROJ SVCS THRU 01.01.21	001-600-912-806	29,567.66

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BRISLIN, INC	210022	01/25/2021	QUARTERLY MAINT AGREEMENT/CITY HALL	001-600-901-812	1,060.00
Outstanding Total:					30,627.66
Department 600 - CAPITAL PROJECTS Total:					30,627.66
Fund 001 - GENERAL FUND Total:					290,165.21

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

TITAN AVIATION FUELS	R3385615	01/01/2021	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
WALMART -GENERAL CITY	00478	01/08/2021	INK CARTRIDGE, INVOICE BOOKS, STAPLES, PUSH PINS	015-505-541-237	59.55
REBEL SERVICES, LLC	5914	01/20/2021	SVC WORK ON JET A FUEL FARM, TRUCK & PORTAL	015-505-630-400	150.00
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.15
MAXXSOUTH BROADBAND	INV0033151	01/28/2021	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
ALLEN ENTERPRISES, INC.	0068013-IN	01/29/2021	6 LED W/BUE GLASS LENS	015-505-630-400	1,105.34
RODNEY LINCOLN	2505484535	01/29/2021	REIMB PURCHASE FROM ALLIED ELECTRONICS	015-505-570-273	25.64
RACKLEY OIL INC.	546124	01/31/2021	GAS	015-505-525-231	75.24
WALMART -GENERAL CITY	02944	02/02/2021	FOAM CUPS, STORAGE BOX, CREAMER, SUGAR, COFFEE	015-505-541-237	65.73
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	015-505-620-370	1,027.52
E FIRE, INC.	20722942	02/04/2021	FIRE EXTINGUISHERS INSPECTION & RECHARGE	015-505-630-400	1,956.00
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	015-505-625-380	1,808.21
Outstanding Total:					7,265.33
Department 505 - AIRPORT Total:					7,265.33
Fund 015 - AIRPORT FUND Total:					7,265.33

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

GATEWAY TIRE & SERVICE CENTER	1018-136690	12/28/2020	TRUCK #43 3 NEW TIRES	022-322-630-360	951.82
GATEWAY TIRE & SERVICE CENTER	1018-136692	12/28/2020	TRUCK #21A ONE NEW TIRE	022-322-630-360	495.57
GATEWAY TIRE & SERVICE CENTER	1018-136699	12/28/2020	TRUCK #33 2 NEW TIRES	022-322-630-360	656.22
FASTENAL COMPANY	MSSTA94489	01/01/2021	FLEX GUARD GLOVES	022-322-535-233	56.40
PAUL'S WELDING	0625	01/20/2021	REPAIR HINGES, DRILL HOLES, SUPPLIES	022-322-630-360	470.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	64282	01/20/2021	TRUCK #95 AIR HORN VALVE	022-322-630-360	55.94
GATEWAY TIRE & SERVICE CENTER	1018-137783	01/21/2021	TRUCK #41 3 NEW TIRES	022-322-630-360	944.82
STARKVILLE AUTO PARTS	140458	01/22/2021	2 FLAPS	022-322-630-360	43.58
CSPIRE WIRELESS	01.25.21	01/25/2021	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	118.27
PAUL'S WELDING	0624	01/25/2021	TRUCK #93 REPAIR BRACKET/HOLDER, BATTERY BOX	022-322-630-360	770.00
QUILL CORPORATION	14066229	01/25/2021	INK, MASKS	022-322-501-200	323.96
TRI-STATE TRUCKCENTER*	02W8776	01/27/2021	TRUCK #95 REPAIRS	022-322-630-360	841.27
CROSSWAY TRUCKING LLC	012921F	01/29/2021	97.16 CRUSH AND RUN	022-322-610-374	2,939.09
STARKVILLE UTILITIES- SANITATION/OTHER BILLING	14620-1220	01/29/2021	ACCT #146.20 SEDC ADMIN FEES DEC. 2020	022-322-600-333	5,249.83
SGK LANDSCAPES, LLC	PS17801	01/29/2021	LOUISVILLE ST. MEDIAN TREE REPLACEMENT	022-322-600-300	2,819.48

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SGK LANDSCAPES, LLC	PS17802	01/29/2021	RUSSELL STR. MAPLE TREE REPLACEMENT	022-322-600-338	669.66
SPORTS SPECIALTY	38977	01/31/2021	WORK UNIFORMS FOR MONTGOMERY & BROWN	022-322-535-233	666.00
FUELMAN / FLEETCOR	NP59520401	02/01/2021	FUEL REPORT 1/25/21 - 01/31/21	022-322-525-231	2,640.11
SGK LANDSCAPES, LLC	ST27161	02/01/2021	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST27162	02/01/2021	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
TRI-STATE TRUCKCENTER*	02W8799	02/03/2021	TRUCK #95 REPAIRS	022-322-630-360	1,860.33
GATEWAY TIRE & SERVICE CENTER	1018-138417	02/03/2021	TRUCK #43 ONE NEW TIRE	022-322-630-360	354.70
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	022-322-620-370	5,300.00
REYNOLDS/RENASANT INSURANCE AGENCY	1126134	02/04/2021	VEHICLE POLICY #BAOR284869 INSTALLMENT	022-322-620-370	162.00
FUELMAN / FLEETCOR	NP59595101	02/08/2021	FUEL REPORT 2/01/21 - 02/07/21	022-322-525-231	2,757.54
GTR SOLID WASTE MGMT. AUTH	01.31.21	02/09/2021	JAN. 2021 SOLID WASTE TICKETS	022-322-600-379	32,216.03
STARKVILLE UTILITIES	INV0033162	02/09/2021	UTILITY BILLS BY DEPT	022-322-625-380	2,111.99

Outstanding Total: 67,847.26

Department 322 - SANITATION DEPARTMENT Total: 67,847.26

Fund 022 - ENVIRONMENTAL SERVICES Total: 67,847.26

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

STEWART S. STAFFORD	2021510	02/08/2021	APPRAISALS -GARRARD ROAD	319-600-600-309	2,400.00
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Outstanding Total: 2,400.00

Department 600 - CAPITAL PROJECTS Total: 2,400.00

Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total: 2,400.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

REGIONS BANK	03.01.21	02/02/2021	ACCT# 101015662/ GEN OB. BONDS SERIES 2020A	375-551-840-852	291,687.50
REGIONS BANK	03.01.21B	02/02/2021	ACCT# 1001017002/ SPECIAL OB. BONDS SERIES 2020B	375-551-840-870	70,000.00
REGIONS BANK	03.01.21B	02/02/2021	ACCT# 1001017002/ SPECIAL OB. BONDS SERIES 2020B	375-551-840-872	141,573.54
TRUSTMARK NATIONAL BANK	03.01.21	02/08/2021	#39297/2 DODGE TRUCKS	375-551-840-882	4,157.47
TRUSTMARK NATIONAL BANK	03.01.21	02/08/2021	#39297/2 DODGE TRUCKS	375-551-840-883	121.03

Outstanding Total: 507,539.54

Department 551 - PARK & REC TOURISM Total: 507,539.54

Fund 375 - PARK AND REC TOURISM Total: 507,539.54

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

NEEL-SCHAFFER	1069407	01/16/2021	SPORTSPLEX PARKING LOT, PH. 1/ SVC THRU 01.01.21	380-551-600-955	13,508.40
SOUTHERN ELECTRIC CORP OF MS	APPLICATION # 001	01/28/2021	LIGHTING FOR CORNERSTONE PARK	380-551-907-943	1,390,210.43

Outstanding Total: 1,403,718.83

Department 551 - PARK & REC TOURISM Total: 1,403,718.83

Fund 380 - PARK BONDS 2020 Total: 1,403,718.83

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
SHANE KELLY	INV0033156	02/08/2021	KRONOS 2/5/21 PAYROLL CORRECTION	681-000-106-603	1,300.00
Paid Total:					1,300.00
Department 000 - UNDESIGNATED Total:					1,300.00
Fund 681 - PAYROLL Total:					1,300.00
Grand Total:					2,280,236.17

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	290,165.21	64,151.32
015 - AIRPORT FUND	7,265.33	0.00
022 - ENVIRONMENTAL SERVICES	67,847.26	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	2,400.00	0.00
375 - PARK AND REC TOURISM	507,539.54	0.00
380 - PARK BONDS 2020	1,403,718.83	0.00
681 - PAYROLL	1,300.00	1,300.00
Grand Total:	2,280,236.17	65,451.32

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,376.80	0.00
001-000-054-205	DUE FROM STARKVILLE E	352.50	0.00
001-000-149-691	MUNICIPAL COURT BON	748.75	748.75
001-000-160-697	DONATION FIRE	96.77	0.00
001-000-160-998	FIRE CHIEF CONFERENCE	1,140.00	85.00
001-000-334-126	POLICE FORFEITED FUN	2,250.00	0.00
001-100-604-330	COMMUNICATIONS	188.25	0.00
001-110-330-166	TRAUMA TRAFFIC	1,039.25	0.00
001-110-330-376	COURT CONSTITUENTS	117.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	384.50	0.00
001-110-330-378	APPEARANCE BOND FEE	468.00	0.00
001-110-330-382	TRAFFIC VIOLATION	16,440.75	0.00
001-110-330-385	IMPLIED CONSENT	436.00	0.00
001-110-330-386	WIRELESS COMM FEE	2,059.00	0.00
001-110-330-387	OTHER MISDEMEANORS	6,743.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	80.00	0.00
001-110-330-393	VICTIMS BOND FEE	380.00	0.00
001-110-330-395	DRUG VIOLATION	54.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	70.00	0.00
001-110-330-398	UNINSURED MOTORIST	6,178.25	0.00
001-110-600-301	PROFESSIONAL SERVICE	211.52	0.00
001-110-604-330	POSTAGE / COMMUNICA	28.12	0.00
001-110-620-370	INSURANCE	237.68	0.00
001-120-503-202	COMMITTEE SUPPORT	20.37	0.00
001-120-600-300	PROFESSIONAL SERVICE	10,666.32	0.00
001-120-600-340	MAYOR'S YOUTH COUNC	800.00	0.00
001-120-604-330	COMMUNICATIONS	41.70	0.00
001-123-604-330	COMMUNICATIONS	789.15	0.00
001-123-620-370	INSURANCE	461.00	0.00
001-123-691-550	MISCELLANEOUS	42.80	0.00
001-123-918-805	MACHINERY, EQUIPMEN	3,284.59	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	283.55	0.00
001-145-604-330	POSTAGE/COPIER/PHON	75.27	0.00
001-145-610-350	TRAVEL/TRAINING	350.00	0.00
001-145-690-556	DUES (MML) / FEES	90.00	0.00
001-180-501-200	SUPPLIES AND EQUIPME	24.97	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.56	0.00
001-180-610-340	ADVERTISING	271.73	0.00
001-180-691-505	TIME CLOCK SYSTEM	3,896.92	0.00
001-190-604-330	COPIERS/PHONES/IPADS	128.54	0.00
001-190-620-370	INSURANCE	475.36	0.00
001-192-510-220	SUPPLIES	101.56	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-620-370	INSURANCE	540.00	0.00
001-192-625-380	UTILITIES	2,505.43	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	40.57	0.00
001-197-600-308	ENGINEERING SERVICES	352.50	0.00
001-197-604-330	COMMUNICATIONS	41.70	0.00
001-197-620-370	INSURANCE	197.50	0.00
001-201-501-200	OFFICE SUPPLIES	686.75	0.00
001-201-525-231	GAS & OIL	4,713.01	0.00
001-201-535-233	UNIFORMS	1,685.70	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	103.53	0.00
001-201-556-251	POLICE SUPPLIES	1,584.00	0.00
001-201-600-300	PROFESSIONAL SERVICE	725.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	649.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,783.37	0.00
001-201-615-343	PRINTING & BINDING	72.00	0.00
001-201-620-370	INSURANCE	8,182.56	0.00
001-201-625-380	UTILITIES	2,724.31	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	8,572.29	0.00
001-201-630-426	BUILDING MAINTENANC	2,819.09	0.00
001-201-918-805	MACHINERY, EQUIPMEN	520.00	0.00
001-261-502-201	REFERENCE PUBLICATIO	126.00	0.00
001-261-525-231	GAS & OIL	1,290.97	0.00
001-261-535-233	UNIFORMS	225.00	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	351.47	0.00
001-261-558-269	BUILDING MAINTENANC	409.21	0.00
001-261-604-330	PHONES/CABLE/INTERN	469.51	0.00
001-261-620-370	INSURANCE	6,075.50	0.00
001-261-625-380	UTILITIES	3,935.08	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	399.72	0.00
001-261-702-262	4 COUNTY FOUNDATION	8,399.00	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	5,536.99	0.00
001-261-918-820	FIRE TRUCK EQUIPMENT	63,317.57	63,317.57
001-281-525-231	GAS & OIL	67.35	0.00
001-281-604-330	COPIER/PHONES/IPADS/	93.14	0.00
001-281-620-370	INSURANCE	640.20	0.00
001-290-625-380	UTILITIES / CODE RED	54.94	0.00
001-301-525-231	GAS & OIL	1,271.20	0.00
001-301-535-233	UNIFORMS	719.73	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	426.66	0.00
001-301-560-270	CONSTRUCTION MATERI	421.50	0.00
001-301-565-272	STREETS SIGNS & PAINT	4,420.70	0.00
001-301-604-330	COMMUNICATIONS	51.44	0.00
001-301-620-370	INSURANCE	1,876.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	873.03	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,133.87	0.00
001-301-630-400	EQUIPMENT REPAIR &	83.65	0.00
001-301-691-510	LANDFILL EXPENSES	2,190.24	0.00
001-301-918-805	MACHINERY AND EQUIP	4,535.00	0.00
001-360-525-231	GAS & OIL	109.98	0.00
001-360-604-330	COMMUNICATIONS	35.56	0.00
001-360-620-370	INSURANCE	220.00	0.00
001-550-501-110	FIELD SUPPLIES	2,385.47	0.00
001-550-501-200	OFFICE SUPPLIES	1,698.67	0.00
001-550-501-208	JANITORIAL SUPPLIES	37.83	0.00
001-550-525-231	GAS & OIL	434.36	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-535-233	UNIFORMS	333.26	0.00
001-550-555-250	OFFICE EQUIP / COMPU	1,578.45	0.00
001-550-600-300	PROFESSIONAL SERVICE	4,048.00	0.00
001-550-600-330	PHONES/COPIERS/POST	475.55	0.00
001-550-600-340	UTILITIES	9,538.17	0.00
001-550-600-360	INSURANCE	926.08	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	1,650.61	0.00
001-550-690-555	DUES, FEES & LICENSES	368.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,060.00	0.00
001-600-912-806	ERBR 53-420(01) OLD W	29,567.66	0.00
015-505-525-231	GAS & OIL	75.24	0.00
015-505-541-237	OPERATING SUPPLIES	125.28	0.00
015-505-570-273	VEHICLE REPAIR PARTS	25.64	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	144.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	47.15	0.00
015-505-620-370	INSURANCE	1,027.52	0.00
015-505-625-380	UTILITIES	1,808.21	0.00
015-505-630-400	EQUIPMENT REPAIR &	3,211.34	0.00
022-322-501-200	OFFICE SUPPLIES	323.96	0.00
022-322-525-231	GAS & OIL	5,397.65	0.00
022-322-535-233	UNIFORMS	722.40	0.00
022-322-600-300	PROFESSIONAL SERVICE	2,819.48	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	5,249.83	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	3,042.31	0.00
022-322-600-379	LANDFILL FEES	32,216.03	0.00
022-322-604-330	COMMUNICATIONS	118.27	0.00
022-322-610-374	RECYCLE AREA EXPENSE	2,939.09	0.00
022-322-620-370	INSURANCE	5,462.00	0.00
022-322-625-380	UTILITIES	2,111.99	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	7,444.25	0.00
319-600-600-309	LEGAL AND PROF SVCS E	2,400.00	0.00
375-551-840-852	INTEREST - 2020A	291,687.50	0.00
375-551-840-870	PRINCIPAL - 2020B (9.8	70,000.00	0.00
375-551-840-872	INTEREST - 2020B	141,573.54	0.00
375-551-840-882	2018 DODGE TRK PRINCI	4,157.47	0.00
375-551-840-883	2018 DODGE TRK INTER	121.03	0.00
380-551-600-955	EXISTING PARKS - PROFE	13,508.40	0.00
380-551-907-943	LIGHTING	1,390,210.43	0.00
681-000-106-603	GARNISHMENTS	1,300.00	1,300.00
Grand Total:		2,280,236.17	65,451.32

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	2,280,236.17	65,451.32
Grand Total:	2,280,236.17	65,451.32



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: 02/17/21 ACCOUNT 23110			UNPAID INVOICES		PAGE 1 RUN DATE 02/09/21 01:39 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:	186	BRENTAG MID-SOUTH								
781367, 1366	02/05/21	4545 Chemicals		02/17/21	2450.00	.00	ACH			
			VENDOR TOTAL:		2450.00					
VENDOR:	188	BOX CONSTRUCTION LLC								
2/03/21 - 1&2	02/09/21	0 Water & Sewer repairs		02/17/21	735.00	.00	ACH			
			VENDOR TOTAL:		735.00					
VENDOR:	189	BANCORPSOUTH-2012 BONDS								
2/01/21	02/03/21	0 2.6M GO Bond Payment		02/17/21	16904.52	.00	CHK			
			VENDOR TOTAL:		16904.52					
VENDOR:	194	AUTOZONE								
59562, 58759	02/05/21	4681 Parts and repairs		02/17/21	207.44	.00	ACH			
			VENDOR TOTAL:		207.44					
VENDOR:	202	BELL BUILDING SUPPLY								
310249	02/05/21	4664 Supplies		02/17/21	73.96	.00	ACH			
310699	02/05/21	4570 Parts		02/17/21	13.50	.00	ACH			
			VENDOR TOTAL:		87.46					
VENDOR:	212	BONNER ANALYTICAL TESTING CO								
73300	02/05/21	4662 Testing samples		02/17/21	1848.99	.00	CHK			
			VENDOR TOTAL:		1848.99					
VENDOR:	215	CINTAS								
5050110520	02/05/21	4647 Supplies		02/17/21	200.09	.00	CHK			
			VENDOR TOTAL:		200.09					
VENDOR:	220	CENTRAL PIPE SUPPLY								
S100244306.001	02/05/21	4627 Materials		02/17/21	1528.30	.00	ACH			
			VENDOR TOTAL:		1528.30					

STARKVILLE WATER DEPT
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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:	267	COLUMBUS FENCE COMPANY, LLC								
25071	02/05/21	4615 Repairs		02/17/21	375.00	.00	CHK			
				VENDOR TOTAL:	375.00					
VENDOR:	304	CIRCLE B CUTTERS LLC								
9334	02/03/21	0 Repairs		02/17/21	1735.00	.00	ACH			
				VENDOR TOTAL:	1735.00					
VENDOR:	307	CITY OF STARKVILLE								
20031 - 1/27/21	02/03/21	0 Sidewalk		02/17/21	4422.50	.00	CHK			
				VENDOR TOTAL:	4422.50					
VENDOR:	324	CITY ALIGNMENT SERVICE LLC								
74798	02/05/21	4296 Repairs		02/17/21	47.00	.00	CHK			
				VENDOR TOTAL:	47.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3105295-000	02/05/21	4556 Sewer pipes		02/17/21	6998.00	.00	CHK			
3105303-000	02/05/21	4562 Materials		02/17/21	1314.00	.00	CHK			
3110130-000	02/05/21	4612 Supplies		02/17/21	732.00	.00	CHK			
				VENDOR TOTAL:	9044.00					
VENDOR:	400	IVY AUTO PARTS								
656047	02/05/21	4633 Supplies		02/17/21	78.98	.00	ACH			
				VENDOR TOTAL:	78.98					
VENDOR:	450	ENVIRO-LABS, INC.								
4732, 4733	02/05/21	4677 Testing		02/17/21	439.00	.00	ACH			
				VENDOR TOTAL:	439.00					
VENDOR:	604	FASTENAL								
MSSTA95849	02/05/21	4663 Supplies		02/17/21	3450.55	.00	ACH			
				VENDOR TOTAL:	3450.55					

INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
			AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR: 605 FERGUSON ENTERPRISES LLC									
0689496	02/05/21	4651 Manhole lids	1535.00	.00	CHK				
0689497	02/05/21	4651 Manhole lids	3725.00	.00	CHK				
		VENDOR TOTAL:	5260.00						
VENDOR: 606 4-COUNTY EPA									
JAN 2021	02/09/21	0 Utilities expense	12725.31	.00	CHK				
		VENDOR TOTAL:	12725.31						
VENDOR: 620 G & C SUPPLY CO., INC.									
6805405	02/05/21	4610 Supplies	642.00	.00	ACH				
		VENDOR TOTAL:	642.00						
VENDOR: 637 FISHER SCIENTIFIC									
1803312	02/05/21	4639 Lab supplies	307.41	.00	CHK				
		VENDOR TOTAL:	307.41						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER									
1018-138024	02/05/21	4657 Repairs	15.30	.00	CHK				
1018-138111	02/05/21	4650 Tires	253.86	.00	CHK				
1018-138399	02/05/21	4676 Repairs	171.50	.00	CHK				
		VENDOR TOTAL:	440.66						
VENDOR: 702 HACH									
12299383	02/05/21	4641 Lab supplies	511.35	.00	ACH				
12305091	02/05/21	8501 Lab supplies	438.38	.00	ACH				
		VENDOR TOTAL:	949.73						
VENDOR: 733 HILL MANUFACTURING									
73578	02/05/21	4376 Supplies	1764.00	.00	CHK				
		VENDOR TOTAL:	1764.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
1063-1069	02/08/21	0 Water & Sewer repairs		02/17/21	8776.25	.00	ACH			
		VENDOR TOTAL:			8776.25					
VENDOR:	1017	J & P CONSTRUCTION CO INC								
REP#14 - 2/1/21	02/03/21	0 WWTP Biosolids Construction		02/17/21	309158.85	.00	ACH			
		VENDOR TOTAL:			309158.85					
VENDOR:	1192	LYLE MACHINERY								
W07722	02/08/21	4658 Vehicle Maintenance		02/17/21	1180.00	.00	ACH			
		VENDOR TOTAL:			1180.00					
VENDOR:	1205	LOWE'S								
10094	02/08/21	4687 Parts		02/17/21	160.54	.00	CHK			
		VENDOR TOTAL:			160.54					
VENDOR:	1322	MMC MATERIALS, INC.								
689057	02/05/21	4618 Cement		02/17/21	715.00	.00	CHK			
		VENDOR TOTAL:			715.00					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
2/01/21	02/03/21	0 CAP Loan Payments		02/17/21	27070.29	.00	CHK			
		VENDOR TOTAL:			27070.29					
VENDOR:	1390	JACKSON NEWELL PAPER CO								
3126264	02/05/21	4642 Supplies		02/17/21	120.88	.00	ACH			
		VENDOR TOTAL:			120.88					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
638754	02/05/21	4614 Boots		02/17/21	93.33	.00	ACH			
641198	02/05/21	4636 Uniforms		02/17/21	160.66	.00	ACH			
641765	02/05/21	4655 Parts		02/17/21	45.96	.00	ACH			
642520	02/05/21	4655 Uniforms		02/17/21	574.12	.00	ACH			
642535, 533	02/05/21	4669 Soil		02/17/21	190.97	.00	ACH			

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION
643290	02/08/21	4656	Uniforms
643318,	642878	4614	Boots
643484	02/08/21	4682	Soil

VENDOR: 1531 O'REILLY AUTO PARTS

0997-177168 02/05/21 4634 Parts

VENDOR: 1540 PAUL BRAND

036072	02/05/21	4684 CDL Testing
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VENDOR: 1884 STARKVILLE GARBAGE

1/25/21	02/05/21	0	Garbage disposal-600137
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VENDOR: 1910 STARKVILLE ELECTRIC DEPT

14610-1220	02/03/21	0 Due to Elec Dept-146.10
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VENDOR: 1937 SOUTHERN PIPE & SUPPLY

4983425-00	02/05/21	4643 Materials
4984593-00	02/05/21	4643 Materials
5007272-00	02/05/21	4643 Materials

VENDOR: 1944 ROOTX

62800	02/08/21	4689 Chemicals
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VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY

61391	02/05/21	4652	Supplies
61549	02/05/21	4683	Supplies

TEMPL	AP	INVOICE	TAX	PAID	CHECK/
INV	DATE	AMOUNT	AMOUNT	PAID/VOID	DATE
			TYP	AMOUNT	ACH SEQ
	02/17/21	144.86	.00	ACH	
	02/17/21	440.31	.00	ACH	
	02/17/21	37.00	.00	ACH	

VENDOR TOTAL: 1687.21

02/17/21	14.99	.00	CHK
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VENDOR TOTAL: 14.99

02/17/21	600.00	.00	CHK
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VENDOR TOTAL: 600.00

02/17/21	94.50	.00	CHK
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VENDOR TOTAL: 94.50

02/17/21	63366.75	.00	ACH
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VENDOR TOTAL: 63366.75

02/17/21	246.27	.00	ACH
02/17/21	207.30	.00	ACH
02/17/21	509.56	.00	ACH

VENDOR TOTAL: 963.13

02/17/21	1875.36	.00	CHK
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VENDOR TOTAL: 1875.36

02/17/21	119.14	ACH
02/17/21	48.00	ACH

VENDOR TOTAL: 167.14

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
JAN 2021	02/05/21	0	TWVA Water Revenues		02/17/21	2140.56	.00	ACH			
VENDOR TOTAL:						2140.56					
VENDOR:											
24W1X6041	02/03/21	0	Postage		02/17/21	476.30	.00	CHK			
24W1X6051	02/05/21	0	Postage		02/17/21	27.53	.00	CHK			
VENDOR TOTAL:						503.83					
VENDOR:											
1145	02/08/21	4116	Chemicals		02/17/21	2136.00	.00	ACH			
VENDOR TOTAL:						2136.00					
VENDOR:											
1057370	02/05/21	4594	Testing		02/17/21	574.00	.00	ACH			
1057418	02/05/21	4594	Testing		02/17/21	252.00	.00	ACH			
VENDOR TOTAL:						826.00					
VENDOR:											
9872384209	02/08/21	0	Phone bill 2821-03		02/17/21	685.27	.00	CHK			
VENDOR TOTAL:						685.27					
VENDOR:											
02401010	02/04/21	0	Engineering-WWTP Biosolids		02/17/21	12412.50	.00	ACH			
VENDOR TOTAL:						12412.50					
VENDOR:											
63933	02/05/21	4645	Water		02/17/21	49.20	.00	ACH			
VENDOR TOTAL:						49.20					
VENDOR:											
2/03/21	02/03/21	0	License		02/17/21	60.00	.00	ACH			
VENDOR TOTAL:						60.00					

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VENDOR: 99009815 KEIVAN WARE

2/03/21 02/05/21 0 License renewal

UNPAID INVOICES

INVOICE AMOUNT	TAX AMOUNT	PMT TYP
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81.00	.00	ACH
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VENDOR TOTAL: 81.00

GRAND TOTAL: 500488.19

PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
			AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC							
03985018	02/05/21	9498 Materials	1935.00		.00	ACH			
03985019	02/05/21	9560 Materials	1175.00		.00	ACH			
			VENDOR TOTAL:	3110.00					
VENDOR:	124	ATMOS ENERGY							
3012612404-2/21	02/08/21	0 Utility bill	907.38		.00	ACH			
			VENDOR TOTAL:	907.38					
VENDOR:	125	AT & T							
JAN 2021	02/03/21	0 Phone bill	669.10		.00	CHK			
			VENDOR TOTAL:	669.10					
VENDOR:	139	ACC BUSINESS							
210135961-1/21	02/03/21	0 Internet services	1361.44		.00	ACH			
			VENDOR TOTAL:	1361.44					
VENDOR:	146	AT&T MOBILITY							
90042 - 1/27/21	02/09/21	0 Cell phones	123.66		.00	CHK			
			VENDOR TOTAL:	123.66					
VENDOR:	227	BULLDOG TOWING, LLC							
41573	02/05/21	9573 Towing	550.00		.00	CHK			
			VENDOR TOTAL:	550.00					
VENDOR:	303	C SPIRE WIRELESS							
JAN 2021	02/03/21	0 Phone bill	462.96		.00	CHK			
			VENDOR TOTAL:	462.96					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN							
FEB 2021-TAX	02/05/21	0 Tax Equivalency	113750.00		.00	CHK			
			VENDOR TOTAL:	113750.00					

STARKVILLE UTILITIES
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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:	307	CITY OF STARKVILLE										
20004 -12/29/20	02/03/21	0	Paving Azalea Lane		02/17/21	64472.93	.00	CHK				
					VENDOR TOTAL:	64472.93						
VENDOR:	321	COLE'S AUTO REPAIR										
19434	02/08/21	9577	Truck repairs		02/17/21	3199.97	.00	CHK				
					VENDOR TOTAL:	3199.97						
VENDOR:	341	CDW GOVERNMENT, INC										
7222623, 37020	02/05/21	9572	Computer supplies		02/17/21	1287.82	.00	ACH				
					VENDOR TOTAL:	1287.82						
VENDOR:	348	DELL MARKETING L.P.										
2/01/21	02/09/21	0	Computer software		02/17/21	508.00	.00	ACH				
					VENDOR TOTAL:	508.00						
VENDOR:	400	IVY AUTO PARTS										
656308, 441, 522	02/08/21	9582	Supplies		02/17/21	692.35	.00	ACH				
					VENDOR TOTAL:	692.35						
VENDOR:	604	FASTENAL COMPANY										
94041,200,258	02/05/21	9562	Small Tools		02/17/21	293.77	.00	ACH				
					VENDOR TOTAL:	293.77						
VENDOR:	616	FUELMAN										
NP59520401	02/03/21	0	Fuel		02/17/21	1682.05	.00	CHK				
NP59595101	02/08/21	0	Fuel		02/17/21	2065.96	.00	CHK				
					VENDOR TOTAL:	3748.01						
VENDOR:	696	GARNER LUMLEY ELECTRIC										
576720	02/05/21	9578	Meter Clamps		02/17/21	4870.00	.00	ACH				
					VENDOR TOTAL:	4870.00						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	721		GOLDEN TRIANGLE SOLID WASTE									
1/31/21 - ACT436	02/08/21	9592	Landfill charges		02/17/21	2975.94	.00	ACH				
VENDOR:	730		GRESKO UTILITY SUPPLY, INC.									
50019565-00	02/05/21	9502	Materials		02/17/21	4850.00	.00	ACH				
50019806-00	02/05/21	9559	Transformers		02/17/21	4140.00	.00	ACH				
VENDOR TOTAL:						8990.00						
VENDOR:	801		QUADIENT FINANCE USA INC.									
1/27/21	02/03/21	0	Postage		02/17/21	45.99	.00	CHK				
VENDOR:	809		HOWARD INDUSTRIES, INC.									
244024-924289	02/05/21	9110	Transformers		02/17/21	5666.00	.00	ACH				
VENDOR:	907		INDOFF, INC.									
3443164	02/05/21	9570	Office supplies		02/17/21	69.70	.00	ACH				
VENDOR:	1400		NESCO									
814,026,182	02/05/21	9571	Supplies		02/17/21	1164.47	.00	ACH				
S2427829.001	02/05/21	9580	Uniforms		02/17/21	508.64	.00	ACH				
VENDOR:	1406		NORTHEAST EXTERMINATING									
2/01/21	02/05/21	9589	Pest control		02/17/21	105.00	.00	ACH				
VENDOR:	1536		PALMER'S SERVICE CENTER LLC									
1/26/21	02/05/21	9576	Vehicle repairs		02/17/21	1119.70	.00	ACH				
VENDOR TOTAL:						1119.70						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/17/21 ACCOUNT 23200

RUN DATE 02/09/21 PAGE 4
01:26 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
2/03/21	02/09/21	0	Computer supplies and Softwa		02/17/21	3133.21	.00	CHK			
			VENDOR TOTAL:			3133.21					
VENDOR:	1818	UNITED RENTALS, INC.									
879-032, 631-163	02/08/21	9575	Equipment rental		02/17/21	2395.01	.00	ACH			
			VENDOR TOTAL:			2395.01					
VENDOR:	1823	RENASANT INSURANCE, INC.									
1122482, 1122483	02/03/21	0	Employee surety bond		02/17/21	350.00	.00	CHK			
			VENDOR TOTAL:			350.00					
VENDOR:	1887	S & S LINE SERVICE INC									
2232-2235	02/03/21	0	ROW Clearing		02/17/21	8830.60	.00	ACH			
2236-2237	02/08/21	0	ROW Clearing		02/17/21	6589.20	.00	ACH			
			VENDOR TOTAL:			15419.80					
VENDOR:	1915	SED-PETTY CASH									
2/09/21	02/09/21	0	Replenish Petty Cash		02/17/21	500.00	.00	CHK			
			VENDOR TOTAL:			500.00					
VENDOR:	1927	STAPLES BUSINESS CREDIT									
1/25/21 STMT	02/03/21	0	Office Supplies		02/17/21	73.19	.00	CHK			
			VENDOR TOTAL:			73.19					
VENDOR:	1931	STARKVILLE SANITATION DEPT									
JAN 2021	02/03/21	0	Sanitation Collections		02/17/21	263344.17	.00	CHK			
			VENDOR TOTAL:			263344.17					
VENDOR:	1933	STARKVILLE WATER DEPT									
JAN 2021	02/03/21	0	Water-Sewer Collections		02/17/21	686836.54	.00	ACH			
			VENDOR TOTAL:			686836.54					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/17/21 ACCOUNT 23200

PAGE 5
RUN DATE 02/09/21 01:26 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:	1940	STUART C. IRBY										
S012260375.001	02/05/21	9563	Lights		02/17/21	1924.50	.00	ACH				
S012269179.001	02/05/21	9574	Switches		02/17/21	2832.10	.00	ACH				
S012271867.001	02/05/21	9579	Materials		02/17/21	260.50	.00	ACH				
					VENDOR TOTAL:	5017.10						
VENDOR:	1951	SOURCE ONE VIDEO										
265930-	12/15/20	01/25/21	0 Website		02/03/21	4470.00	.00	CHK				
					VENDOR TOTAL:	4470.00						
VENDOR:	1997	SOUTHEASTERN TESTING LAB										
379673	02/08/21	9593	Supplies		02/17/21	168.20	.00	ACH				
					VENDOR TOTAL:	168.20						
VENDOR:	2026	TRANSARMOUR INC.										
2287	02/08/21	9581	Transformers		02/17/21	12030.00	.00	ACH				
					VENDOR TOTAL:	12030.00						
VENDOR:	2040	TVPPA EDUCATION & TRAIN.										
INV0028603	02/08/21	0	Safety training		02/17/21	500.00	.00	ACH				
					VENDOR TOTAL:	500.00						
VENDOR:	2104	UPS										
12031F041	02/03/21	0	Postage		02/17/21	21.56	.00	CHK				
					VENDOR TOTAL:	21.56						
VENDOR:	2116	UTILITECH										
2422	02/09/21	0	Product Development and Supp		02/17/21	500.00	.00	ACH				
					VENDOR TOTAL:	500.00						
VENDOR:	2117	UTILITY MAINT SPECIALIST INC										
4214	02/03/21	0	SW Substation Testing		02/17/21	24936.50	.00	ACH				
4215	02/05/21	0	SW Substation Testing		02/17/21	23829.00	.00	ACH				
					VENDOR TOTAL:	48765.50						

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE 02/09/21		PAGE 6	
PRG. ACTPAYLT			FOR: 02/17/21 ACCOUNT 23200							01:26 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:	2120	YOUNG WELDING SUPPLY, INC.									
00378201	02/05/21	9587 Gas cylinder rentals		02/17/21	37.08	.00	ACH				
				VENDOR TOTAL:	37.08						
VENDOR:	2210	VERIZON WIRELESS									
9872018502	02/08/21	0 AMI M2M Data Usage		02/17/21	716.73	.00	CHK				
9872384208	02/08/21	0 Phone bill 2821-01		02/17/21	1025.67	.00	CHK				
				VENDOR TOTAL:	1742.40						
VENDOR:	2305	WASTE PRO									
210531	02/05/21	9585 Dumpster fees		02/17/21	357.58	.00	ACH				
				VENDOR TOTAL:	357.58						
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
63935	02/03/21	0 Water		02/17/21	24.60	.00	ACH				
CLR0221-270	02/05/21	0 Water		02/17/21	20.00	.00	ACH				
				VENDOR TOTAL:	44.60						
VENDOR:	2334	WORSHAM BROTHERS CONSTR LLC									
RFP#5 - 1/31/21	02/03/21	0 Operations Center Constructi		02/17/21	18240.00	.00	ACH				
				VENDOR TOTAL:	18240.00						
VENDOR:	99009771	DAVID LEAL									
12/22/20	02/03/21	0 Physical for CDL License		02/17/21	85.00	.00	ACH				
				VENDOR TOTAL:	85.00						
VENDOR:	99009971	SERVICEMASTER RESTORATION									
212138	02/05/21	0 Janitorial cleaning		02/17/21	438.00	.00	ACH				
				VENDOR TOTAL:	438.00						
				GRAND TOTAL:	1285121.77						



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 02-16-2021
PAGE: 1 of several

SUBJECT: Consideration of the lowest bid for financing from BankFirst in the amount of \$433,734.00 over three years to be made quarterly in advance beginning April of 2021 at 1.09 % interest for the lease purchase of (14) 2021 Dodge Chargers to be used by the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING: Principal: 001-201-820-874 and Interest: 001-201-830-873

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising December 1, 2020 by the City Clerk / CFO for quotes for lease purchase financing of (14) 2021 Dodge Chargers to be used by the Starkville Police Department at a cost of \$433,734.00. The lease will be over a period of three years with payments to be made quarterly beginning April of 2021.

Four quotes were received: Trustmark Bank -1.37%
BankFirst – 1.09%

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 16, 2020
Page: 1

SUBJECT:

Consideration to approve a temporary pay increase for Meagan Ward in Starkville Utilities.

AMOUNT & SOURCE OF FUNDING:

Mrs. Wards' current classification and compensation is Accountant with an Annual Salary of \$55,000.00 (\$26.45 hour). This request is for consideration to approve a temporary increase of 6% with an Annual Salary of \$58,281.60 (\$28.02 hour).

FISCAL NOTE:

Approving this proposed actions will not change the FY 2020/21 total budget. There are no fiscal impacts to the Starkville Utilities Department.

AUTHORIZATION HISTORY:

Mrs. Ward has been fulfilling the duties of her accountant position and the role of Payroll and Collections Clerk since November 2020. The position of Payroll and Collections Clerk is currently open due to the termination of the past employee, Tameka Harris.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, Department Head

FOR MORE INFORMATION CONTACT:

Terry Kemp, Department Head or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to approve a temporary pay increase for Meagan Ward in Starkville Utilities until the Payroll and Collections Clerk position is filled.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 16, 2021
Page: 1

SUBJECT:

Request authorization to hire Kenneth Rogers as a Maintenance Worker for the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Kenneth Rogers - Annual Salary of \$25,106 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Juwan Roberts who resigned.

REQUESTING DEPARTMENT:

Starkville Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Kenneth Rogers as a Maintenance Worker for the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: February 16, 2021
Page: 1

SUBJECT:

Request authorization to hire Erica Rivers as a Marketing and Sponsorship Manager in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Exempt, Salary Range of \$53,000 (\$25.48 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-550-430-110

AUTHORIZATION HISTORY:

This position is part of the Management staff for Cornerstone, and will also be utilized in other areas of the Parks Division.

A marketing division within the department is recommended to deal with the need for promoting programs, events, rentals, and bringing tournaments into the city. The Manager would solicit sponsorships and ensure consistency in marketing and public relation piece. The Manager would produce promotional materials, improve the web-based marketing abilities for the department, and increase the visibility of special events and athletic tournaments in the city. The Manager will also work with the Greater Starkville Development Partnership for marketing Starkville as a sports tourism destination.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation

SUGGESTED MOTION:

Move approval to hire Erica Rivers as a Marketing and Sponsorship Manager in the Parks and Recreation Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 10, 2021
Page: 1

SUBJECT:

Request authorization to hire Marvin Cungious and Austin Taylor as Maintenance Workers in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Marvin Cungious -Non-Exempt Annual Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours.

Austin Taylor -Non-Exempt Annual Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2020/21 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

These are replacement position previously held by Quintman Bain and Derrick Ware who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Marvin Cungious and Austin Taylor as Maintenance Workers in the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 2/16/2021
PAGE: 1 of 1**

SUBJECT: Request approval for the yearly purchase of maintenance and consulting labor hours with Garner Computers.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project are budgeted for, and will come from line # 001-123-600-300 (Professional Services)

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: Garner Computer Services is the City's vendor for VoIP phones and other network gear. The City has purchased pre-paid maintenance and consulting labor hours from Garner Computers each year since purchasing our Voice over IP phone system and network switches from this vendor.

STAFF RECOMMENDATION: Staff recommends approval.

Please include Invoice# and remit payment to :



Garner Computer Services

133 Elm Cove

Columbus, MS 39701

Ph:662.328.8070 Fx:662.328.3070

Stacy.Garner@garnercomputer.com

Invoice

Date	Invoice #
9/28/2020	1046464

Bill To
City of Starkville 110 West Main St Starkville, MS 39759

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on recpt					
Quantity	Item Code	Description			Price Each	Amount
12	monthlsrvc1	Professional Service\Maintenance Agreement (1-12) retainer Monthly work is 1st billed toward retainer @ rate schedule, overtime balance is billed quarterly Period 10/1/20 to 11/1/2021, Monthly Autopay (\$500/month) or lump sum ;Payments due by 1st of month; first 11/1/20 ; final payment due 10/1/2021 Note: this invoice is paid in monthly installment or once annually. Keep this copy for your records			500.00	6,000.00T
					Total	\$6,000.00

Thanks for your business!

*Sincerely,
Stacy Garner*



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 2/16/2021
PAGE: 1 of 1**

SUBJECT: Request approval to allow Officer Matthew Lasker to attend Field Training Officer Certification class through the Law Enforcement Training Academy at Camp Shelby, MS on 3/30 through 4/1/21 in Hattiesburg, MS. At a cost not to exceed \$480.00
Prior approval was granted on the 1/19/21 agenda in Vicksburg, MS at a cost of \$1,000, but that class was canceled.

AMOUNT & SOURCE OF FUNDING: \$480 / Training

LINE ITEM 001-230-690-552

FISCAL NOTE: Field Training Certification Course \$300.00
Lodging and meals on site \$180.00
Make Check payable to Southern Regional Public Safety Institute

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT: SGT. JOSH WILSON 323-4131

AUTHORIZATION HISTORY: Prior approval was granted on the 1/19/21 agenda in Vicksburg, MS at a cost of \$1,000, but that class was canceled.

SUGGESTED MOTION:

Move approval to allow Officer Matthew Lasker to attend Field Training Officer Certification class through the Law Enforcement Training Academy at Camp Shelby, MS on 3/30 through 4/1/21 in Hattiesburg, MS. At a cost not to exceed \$480.00



SOUTHERN REGIONAL PUBLIC SAFETY INSTITUTE

PRESENTS

Field Training Officer
Instructor: SGT Joseph Green

STUDENT REGISTRATION FORM

Name _____ Rank _____
Agency _____ Email _____
Address _____
Telephone # _____ Fax # _____

Circle which class you will be attending:

March 30 – April 1, 2021

June 29 – July 1, 2021

October 26-28, 2021

TUITION - \$300/per officer

LODGING & MEALS - conveniently located on site for the duration of the course for \$180/per officer

I WILL / WILL NOT need Lodging

Check or PO enclosed _____

Make Checks or PO to: Southern Regional Public Safety Institute
118 College Drive, Box 5107
Hattiesburg, MS 39406

Please email registration form to police.academy@usm.edu. **Registration form AND payment/PO must be received before start date of the class.**

About the Class:

This 24-hour program offers law enforcement officers prepares the patrol officer to identify, implement, and evaluate new police recruit training and prepare new police recruits for individual patrol assignments.

Police Vehicle Operations
Local Procedures, Law, Policies
Leadership
Community Specific Problems
Legal Authority
Officer Safety
Ethics
Self-Awareness/Regulation

Use of Force
Report Writing
Problem Solving Skills
Cultural Diversity & Special Needs Groups
Individual Rights
Communication Skills
Lifestyle Stressors

Required Equipment: Laptop with Microsoft Word® and PowerPoint®

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT

101 E. LAMPKIN STREET, STARKVILLE, MS 39759

To: Chain of Command

From: Matthew Lasker Off. Matthew Lasker

Date: February 3, 2021

Ref: Field Training Officer Certification

To Chain of Command,

I, Officer Lasker, am requesting and updating information to attend the Field Training Officer Certification class through the Law Enforcement Training Academy, at Camp Shelby, Ms. on 03/30/21 through 04/1/21, in Hattiesburg Ms. I received an email this week from Vicksburg Ms. advising, my FTO class, has been canceled. After I received that email, I started looking for FTO classes again and found one at Camp Shelby. I personally believe I would make a great FTO, being able to help the individuals and the department to achieve the goals that are set. I will be able to bring maturity, knowledge and a positive attitude, with an open mind to always learn and teach the training needed. I enjoy helping people learn and watching them grow as an officer and being an FTO will give me that opportunity every day. I would greatly appreciate the opportunity to invest in new officers and the department as a whole. This training is the only training I was able to find in our immediate area. Tuition, training materials and a Certificate of completion is \$300.00, lodging and meals are located on site for an additional \$180.00. Thank you in advance for the consideration and the opportunity for our department.

Sept 5-12
W/ 5-5
GP 5-3

HS

Approved - MP



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

AGENDA ITEM NO:
AGENDA DATE: February 16, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Wilson Tree Service, LLC to perform tree removal and stump grinding for Phase 1 waterline replacement on North Montgomery (Critz Street to Oktibbeha Drive) in the amount of \$9,000.00.

AMOUNT & SOURCE OF FUNDING: 2021 Capital

FISCAL NOTE: 2 Quotes Received

Wilson Tree Service, LLC	\$9,000.00
Rutherford Contracting, LLC	\$15,000.00

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for authorization to accept the lowest and best quote from Wilson Tree Service, LLC to perform tree removal and stump grinding for the Phase 1 waterline replacement on North Montgomery (Critz Street to Oktibbeha Drive) in the amount of \$9,000.00.



Property: North Montgomery Street

Contact: Jacob Forester

662-722-0238

jforrester@starkvilleutilities.com

**Job Descriptions: Cut and Remove 18 trees along
North Montgomery Street and Remove Debris**

We Appreciate your business! Estimate Total: \$9,000

Please contact us if we can serve you in any way.

Wilson's Tree Service LLC.

wilsonstreeservice LLC@gmail.com

662-722-0646

www.wilsonstreeservice LLC.com



Starkville Utilities

200 North Montgomery Street
Starkville, Mississippi 39759

Quote #700

From Rutherford Contracting LLC
662-251-9191
Carl@RutherfordContractingLLC.com
POB 581
Columbus, MS 39703

Client Phone 662-323-3133

Bill To 200 Lafayette St
Starkville, MS 39759

Sent On 02/02/2021

PRODUCT / SERVICE	DESCRIPTION
Tree Removal	Remove 18 trees designated with white marking tape on 1-27-2021 site visit. Starkville Utilities responsible for traffic control.
Stump Grinding	Grind stumps from above line item. No stump cleanup included on this line item.

Total

\$15,000.00

* Non-taxable

This quote is valid for the next 30 days. Payment by debit/credit card is subject to 3% transaction fee.

Signature: _____ **Date:** _____



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

AGENDA ITEM NO:
AGENDA DATE: February 16, 2021
PAGE: 1

SUBJECT: Request authorization to enter into a License Agreement with the Starkville Oktibbeha Consolidated School District (SOCSD) to allow for "Joint Use of Poles" for SOCSD to install fiber along City owned poles.

AMOUNT & SOURCE OF FUNDING: Funded by SOCSD

FISCAL NOTE: Funded by SOCSD

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 authorization to enter into a License Agreement with the Starkville Oktibbeha Consolidated School District (SOCSD) to allow for "Joint Use of Poles" for SOCSD to install fiber along City owned poles.

LICENSE AGREEMENT

This License Agreement, (“Agreement”), made and entered into the ____ day of February, 2021, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi, (hereinafter called “Licensor”), and the **STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT**, a municipal school district organized and existing under the laws of the State of Mississippi, (hereinafter called “Licensee”).

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures, as hereinafter defined, in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to expand its fiber optic network by developing, constructing, installing and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor’s Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments and/or apparatus on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in its judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements of Licensee set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

“Agreement” means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

“Fiber” means fiber cable and related fiber strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

“Joint Use Pole” means a pole conforming to the latest specifications of the American National Standards Institute (ANSI) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Fiber to be installed along the Route.

“Pole contact” is defined as any attachment by Licensee to the poles of Licensor.

“Route” means the specific route(s), as may be reduced or extended from time to time, comprising project number “RTE-481” described in Section 19 herein, upon which the Fiber will be located, and as further depicted in the Plans attached as Exhibit “A” hereto.

“Structures” means wood or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

2. SPECIFICATIONS

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive fiber optic license to install, construct, monitor, repair, maintain and operate Fiber on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (OSHA), the Tennessee Valley Authority (TVA), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit “B”.

(c) It is understood and agreed between the parties that the rules and practices set out in Exhibit “B” may be changed by Licensor, and new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to supplementing or amending this Agreement, and Licensee agrees to be bound by any such change or adoption.

(d) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of Structures by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 18 and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to fully comply with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to make all required changes or alterations within thirty (30) days after receipt.

(e) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.

(f) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(g) Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's circuits or any other pole contact of Licensee shall be properly guyed and anchored by Licensee, at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensor's poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C" *APPLICATION AND PERMIT FOR USE OF STRUCTURES*, and shall comply with the procedures set forth in this section.

(b) If, in the judgment of Licensor, joint use under the circumstances is undesirable, Licensor shall have the right to reject the Plans. In any event, within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Plans are approved or rejected.

(c) After the receipt of notice from Licensor regarding the approved Plans, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within forty five (45) days a cost estimate (based on Licensor's method of computing costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the actual costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate. Upon completion of all changes, Licensee shall have the right to use the Structures jointly and to make attachments in accordance with the terms of the application and of this Agreement. Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the cost of making such changes. The obligations of Licensee shall not be

limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(e) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in pole lines under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of the Fiber to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Fiber.

(g) Licensor reserves the right to exclude any of its facilities from joint use.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its attachments on Licensor's Structures, no liability shall attach to Licensor. Each party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY

(a) Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of location to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have thirty (30) days from the written notice to make appropriate changes or transfer attachments to the Structure. If transfers are not made within the thirty (30) day notice, a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until necessary transfers are made. Licensor will not be liable for any damages occurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree

trimming or cutting, shall be performed by the parties as may be mutually agreed upon and only with written authorization from the City.

(e) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) In the event it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of Licensor's Structures, or for another Licensee with whom Licensor has a prior agreement for the joint use of Licensor's Structures, to use the space on Structures occupied, or contracted for, by Licensee, Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by removal of its attachments or shall authorize Licensor to replace the Structures at the expense of the Licensee, and Licensee shall pay for said replacements as provided for in 6 (b), provided, however, that Licensee has not paid for the replacement of such Structures.

(b) In any case where facilities of Licensor are required to be rearranged on the Structures of Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the Structures of Licensor for their costs of rearrangements to provide space or clearance for the facilities of Licensee.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6 (a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such Structure replacement or relocation where Licensor has transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old Structure as provided in Section 8 (a).

(d) In the event of any changes contemplated under 6 (a), (b) or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

(e) Licensee may at any time remove its attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

To the fullest extent allowed by law Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation

Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's equipment to Licensor's Structures or by the proximity of Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. Licensee shall, at its sole expense, carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage. Licensee shall cause to be issued and maintained during the term of this Agreement insurance up to the limits provided for by the Mississippi Tort Claims Act, and Licensee shall require Synergetics Diversified Computer Services, Inc., the entity installing the fiber, to carry comprehensive general liability insurance of at least Two Million Dollars.

8. ABANDONMENT OF JOINT USE POLES

(a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such Structure all attachments that Licensee may have, and in case of such abandonment of the use of any such Structure, Licensee shall pay to Licensor the full rental for the current year for the space on said Structure set aside for the use of Licensee.

9. RENTALS, CHARGES AND RATES

(a) In consideration of the license described in Paragraph 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the parties, acting in cooperation, shall tabulate the total number of Structures in use as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of \$32.14 dollars per annum for each Structure.

(b) The yearly rental period covered by this Agreement shall be the twelve-month period between January 1 and December 31. Rental payable for each such rental period during the continuance of this Agreement shall be due and payable on February 1 following the end of the rental period. The annual rental fee per Structure shall apply to any attachments made or removed during the year, and rents shall not be prorated.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Licensor.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

(b) If Licensee shall make default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for the cost.

(c) If Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney, who is not a salaried employee of Licensor, to enforce such obligations, Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to said unauthorized attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for a period of one (1) year from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any period, provided, however, if Licensee shall fail to commence attachment of its facilities to the Structures of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this Agreement, Licensee shall remove its attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the cost.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole contacts, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said Structures shall be paid by Licensor thereof, but any tax, fee or charge levied on Licensor's Structures solely because of their use by Licensee shall be paid by Licensee.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to licensee, or (b) deposited in the United States mail and properly addressed to the party to be served as follows:

- (i) If notice is to Licensor,

Terry N Kemp
Starkville Utilities
200 N Lafayette Street
P. O. Box 927
Starkville, MS 39759

With a copy to:

Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 947
Oxford, MS 38655

- (ii) If notice is to Licensee,

Dr. Eddie Peasant
Starkville Oktibbeha School District
401 Greensboro Street
Starkville, MS 39759

With a copy to:

John Hill
Mitchell, McNutt & Sams
105 S. Front St.
P.O. Box 7120
Tupelo, MS 38802

19. SUPPLYING INFORMATION

(a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within thirty (30) days after the execution of this Agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the Structures covered by this Agreement (the "Route"), showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this Agreement until engineering approval by Licensor is granted.

(b) Within one hundred twenty (120) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply, pole contact, and other attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of pole contacts made initially.

(c) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.

(d) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 16, Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensors and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party.

In witness whereof, the parties have caused this Agreement to be duly executed.

ATTEST:

Secretary

LICENSEE

By: _____
Title: _____

ATTEST:

Secretary

**CITY OF STARKVILLE, MISSISSIPPI,
LICENSOR**

By: _____
Title: _____

EXHIBIT “B”

RULES AND PRACTICES FOR TELEVISION ATTACHMENTS

1. All facilities attached to Licensor’s Structures shall be installed in a manner to ensure compliance with the requirements of the “National Electrical Safety Code” in effect at the time of installation.
2. The location of all cables or power supplies on Licensor’s Structures shall be approved in writing by Licensor. No attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On joint use poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee’s service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor’s Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the “National Electrical Safety Code”.
11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed facilities are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10, a, b, & c.

EXHIBIT "C"
APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____
Date _____

In accordance with the terms of the Agreement dated February ____, application is hereby made for Licensee to make attachments to ____ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee

By: _____
Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

By: _____
Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Kentucky Data Link, Inc., will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature

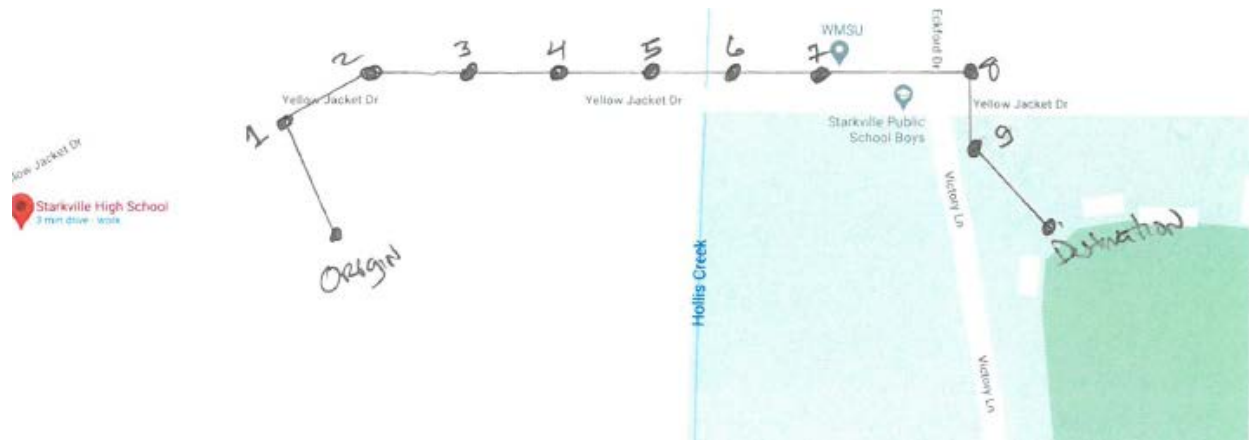
Exhibit A to Licensee Agreement Project Number: RTE-481

Description: Approximately 1,200' of 12-strand aerial single mode fiber to be installed on 9 Starkville Utilities Poles along Yellow Jacket Drive. The purpose of this fiber is to provide broadband connectivity to the Starkville-Oktibbeha Consolidated School District's facilities located east of the SHS main campus.

Route Map: Please find the proposed Route Map below. Proposed route is highlighted in black.



Pole Map: Please find the proposed Pole Map below. Proposed poles are numbered 1-9 and correspond to the Point of Attachment Table on the following page.



Point of Attachment Table: Please find the point of pole attachment for each pole in the table below. Proposed Route, Poles, and Points of Attachment were field reviewed with the Starkville Utilities Engineer on 02/11/2021.

Pole Number	Pole Construction	Point of Attachment
1	Wood	40" Below Existing Neutral
2	Wood	12" Above Existing Cable TV
3	Wood	12" Above Existing Cable TV
4	Wood	12" Above Existing Cable TV
5	Concrete	40" Below Existing Neutral
6	Wood	12" Above Existing Cable TV
7	Wood	12" Above Existing Cable TV
8	Wood	12" Above Existing Cable TV
9	Wood	12" Above Existing Cable TV

Installation: Installation of the 12-strand single mode fiber will be completed using industry standard materials and methods. Attachments will be made with three-bolt clamps and/or dead-ends. Installation will be in accordance with all governing standards, laws, and regulations.



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

AGENDA ITEM DEPT.: Starkville Utilities
AGENDA DATE: 02.16.2021
PAGE: 1

SUBJECT: Consideration of acceptance the low quote of \$7,800.00 submitted by Warren, Inc. for a DUMP BODY ASSEMBLY to be attached to a recently purchased Truck, Cab and Chassis, 60 In cab to axle, 14,001-16,000 GVWR, Regular Cab by Starkville Utilities.

AMOUNT & SOURCE OF FUNDING
FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering Department

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

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

H&H Chief Sales, Inc.	\$10,200.00
Warren, Inc.	\$7,800.00

SUGGESTED MOTION: Move for approval of accepting the low quote of \$7,800.00 submitted by Warren, Inc. to purchase a DUMP BODY ASSEMBLY to be attached to a recently purchased Truck, Cab and Chassis, by Starkville Utilities.



Quote WIQ-025375

Page 1 of 2
Date 12/2/2020

Warren, Inc.
707 North Fir
COLLINS MS 39428

Phone (800) 228-4842
Fax (601) 765-4554
DumpTrucks.com

Bill To	Ship To	Contact
CITY OF STARKVILLE, MS 110 W MAIN ST STARKVILLE MS 39759	CITY OF STARKVILLE, MS 101 E LAMPKIN ST STARKVILLE MS 39759	CHRIS BLACK (662) 323-4583 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
U-9-1824		CIT759	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	53,672	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	U-9-1824	DUMP BODY ASSEMBLY - 9' 18" SH 24" EH Yardage: 3/4 Floor Material: 3/16 A1011 Front / Material: 24" 10 GA A1011 Side / Material: 18" 10 GA A1011 Vertical Side Brace: No Horizontal Brace: No Hoist / Cylinder: Venco VC516SF-ED Hyd Tank: None Hydraulics: Yes 12VDC DA Tipping Valve: None				EA	\$7,800.00	\$7,800.00
1	TAILGATE	Air Operated: No Panel: 3 Vertical Material: 10 GA A1011 Height: 24" Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None				Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/4 - bolt-on Asphalt Apron: None Bolt On: No Center Board Pockets No				Each	\$0.00	\$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: None				Each	\$0.00	\$0.00
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 12VDC power-up/power-down Console: Remote power cord Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Hardwood - 2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: No				Each	\$0.00	\$0.00
1.00	PAINT	ANY STANDARD WARREN PAINT Color: Warren Black (800-80007)				GAL	\$0.00	\$0.00



Quote WIQ-025375

Page 2 of 2
Date 12/2/2020

Warren, Inc.
707 North Fir
COLLINS MS 39428

Phone (800) 228-4842
Fax (601) 765-4554
DumpTrucks.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
U-9-1824	CIT759	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	53,672
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	OPTION	**4 corner surface mount LED warning light system (2) on cab shield (1) on ea rear post In-cab control switch Add net.....\$400.00 **Various color available	Each	\$0.00	\$0.00	

QUOTATION VALID FOR 30 DAYS

Subtotal	\$7,800.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$0.00
Trade In Allowance	\$0.00
Total	\$7,800.00

ESTIMATE GOOD FOR 45 DAYS