OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
March 2, 2021

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, MARCH 2, 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 FEBRUARY 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PRESENTATION OF TVA STEM GRANTS

Susie Wall, Starkville Academy
Josiah Lawrence, Armstrong Junior High School
Kimberly Vaugh, Overstreet Elementary

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

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

X. BOARD BUSINESS

A. CONSIDERATION 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 GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT, THE HIGH BIDDER, IN THE AMOUNT OF $4,653.50.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST BY JAMES GIESEN AND ANNE MARSHALL, FOR AN ADDITION TO THEIR HOME LOCATED AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF $22,676.75 FOR THE GARRARD ROAD SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

2. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF $8,010.00 FOR THE MONTGOMERY STREET/ HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

3. CONSIDERATION OF ACCEPTING THE REIMBURSEMENT FROM ATMOS ENERGY IN THE AMOUNT OF $21,922 FOR ASPHALT REPAIRS ON WEST MAIN STREET, HARLEM STREET AND ROOSEVELT TAYLOR STREET, DISPERSING THESE FUNDS INTO THE CITY’S STREET IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING THE MAYOR TO SIGN THE RELEASE FORM.

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. REQUEST APPROVAL TO RENEW THE MECHANICAL SERVICE AGREEMENTS WITH BRISLIN, INC., FOR CITY HALL AND THE POLICE DEPARTMENT FOR INSPECTIONS AND MAINTENANCE OF HVAC EQUIPMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $539,000 FOR A MINI PUMPER, 37 SETS OF TURN-OUT GEAR, AND 66 RADIOS WITH A CITY MATCH OF $50,194.81.

2. REQUEST PERMISSION TO ALLOW CHIEF YARBROUGH, TRAINING CHIEF PARKS AND BATTALION CHIEF MCCARTER TO ATTEND THE 84TH MISSISSIPPI FIREFIGHTERS AND FIRE CHIEFS CONFERENCE AND CHIEF YARBROUGH THE 93RD ANNUAL SEAFC/MS FIRE CHIEFS AND LEADERSHIP CONFERENCE ALSO, TO BE HELD IN BILOXI, MS, JUNE 23 – JUNE 27, 2021 WITH ADVANCED TRAVEL NOT TO EXCEED $1,500.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MICHEAL COOPER AND WILLIAM EVANS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE TATIANNA WALKER AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO TRANSFER TRENT HELMS FROM THE PARKS AND RECREATION DEPARTMENT AS A MAINTEANCE MANAGER TO THE STARKVILLE FIRE DEPARTMENT AS A CERTIFIED FIREFIGHTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ENTER INTO A FIELD USAGE AGREEMENT BETWEEN STARKVILLE CHRISTIAN SCHOOL AND THE CITY OF STARKVILLE.

2. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT BETWEEN THE FIRST BAPTIST CHURCH STARKVILLE AND THE CITY OF STARKVILLE FOR AN EASTER DAY EVENT.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM TRASHCANSWAREHOUSE.COM TO PURCHASE 70 (SEVENTY), 55 GALLON TRASH CANS WITH TOPS AND LINER, TO SUPPORT THE CORNERSTONE PROJECTS IN THE AMOUNT OF $38,440.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM ULINE TO PURCHASE 50 PARK PICNIC TABLES, TO SUPPORT THE CORNERSTONE PROJECTS, IN THE AMOUNT OF $26,514.

5. REQUEST AUTHORIZATION TO ACCEPT CHANGE ORDER NUMBER 1 (ONE) WITH SPORTS CONTRACTORS UNLIMITED, LLC WHICH REDUCES THE TOTAL AMOUNT $134,500 BY REMOVING SOD AND INSTALLING SPRIG OUTFIELDS, INCREASING SOD ALLOWANCE NOT TO EXCEED $31,500, AND INCREASING INSTALLATION OF PARKING SLEEVES FOR IRRIGATION $30,500 WHICH WILL BE DEDUCTED FROM THE PHASE 1 CONTRACT.

J. POLICE DEPARTMENT

1. POLICE DIVISION

   a. REQUEST APPROVAL TO ALLOW CPL. ANGELICA COLBERT, CPL. COLBY HUFFMAN AND CPL. GARRETT MITTAN TO ATTEND RCTA INTERVIEW AND INTERROGATION CLASSES BEING EXPORTED AT THE BOSSIER PARISH SHERIFF'S OFFICE, LA. FROM 3/29/21 THROUGH 4/2/2021 IN AN AMOUNT NOT TO EXCEED $1,300.00.

   b. REQUEST APPROVAL FOR THE POLICE DEPARTMENT TO PURCHASE RADAR EQUIPMENT FROM APPLIED CONCEPTS, INC AT STATE CONTRACT PRICE OF $15,890.00 WITH THE COST BEING 100% REIMBURSABLE THROUGH THE FY21 HOT SPOT GRANT.

   c. REQUEST APPROVAL TO ALLOW STARKVILLE POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE U.S. MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING. THIS WILL BE A ONE (1) DAY TRAINING IN BIRMINGHAM, AL ON MARCH 6, 2021.

   d. CONSIDERATION OF THE LEASE AGREEMENT WITH UTILITY ASSOCIATES, INC FOR BODY WORN COMERAS, ACCESSORIES AND IN-CAR VIDEO EQUIPMENT IN THE AMOUNT OF $621,600.00 OVER FIVE YEARS TO BE MADE BEGINNING APRIL OF 2021 AND TO MAKE THE NECESSARY BUDGET ADJUSTMENT.

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 PURCHASE A DUMP-CONVEYOR TRUCK FOR THE USE AND ONSITE TRANSPORT OF THE BIOSOLIDS AT THE CITY OF STARKVILLE WASTEWATER PLANT WITH THE PURCHASE TO BE MADE UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR PUBLIC UNITS OF STATE AND LOCAL GOVERNMENTS IN THE AMOUNT OF $ 170,878.00.

2. REQUEST AUTHORIZATION TO UPGRADE THE CURRENT HONEYWELL AMI HANDHELD SYSTEM SOFTWARE TO CONNEXO FIELDSENSE IN THE AMOUNT OF $14,871.00 WITH AN ANNUAL REOCCURRING LICENSER FEE OF $3,745.00.

3. REQUEST CONSIDERATION OF ABANDONMENT OF THE FUEL STORAGE TANKS BY PETROLEUM EQUIPMENT SERVICE WITH THE LOWER BID OF $46,010.80.

4. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE FOR THE 24-INCH SEWER MAIN FAILURE AT THE EARNEST E. JONES WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $13,000.00, PER MISSISSIPPI CODE SECTION 31-7-13 (K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 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. 3121 at least forty-eight (48) hours in advance for any services requested.

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 12, 2021

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 12, 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 Hamp Beatty, Alderman Henry Vaughn, Sr., City Attorney Chris Latimer and City Clerk Lesa Hardin.

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

Mayor Spruill welcomed Toby Sanford who delivered a presentation regarding redistricting for the 2020 Census results.

Starkville Utility Director Terry Kemp provided an overview of the plans for the upgrades to the water line on North Montgomery Street.

The Mayor and members of the Board discussed items on the upcoming February 16, 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, FEBRUARY 12, 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
February 12, 2021
10:00 a.m.

A. CALL THE MEETING TO ORDER

B. PRESENTATION BY TOBY SANFORD REGARDING REDISTRICTING FOR 2020 CENSUS

C. TERRY KEMP PROVIDING AN OVERVIEW OF THE PLANS FOR THE UPGRADE OF THE WATER LINE ON NORTH MONTGOMERY.

D. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 16, 2021, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

E. ADJOURN MEETING

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: March 2, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

TVA

NEWS RELEASE

TVA Partnership Awards $800,000 in STEM Grants

NASHVILLE, Tenn. — The Tennessee Valley Authority, in partnership with Bicentennial Volunteers Incorporated, a TVA retiree organization, announced this week the award of $800,000 in grants to educators in public schools to develop science, technology, engineering, and math education projects all across the Tennessee Valley.

The competitive STEM classroom grant program, operated in partnership with Battelle, received more than 600 grant applications from across TVA's seven state service territory.

"TVA is committed to supporting STEM education to help develop today's students into tomorrow's engineers, scientists and IT professionals," said Jeannette Mills, TVA executive vice president and chief external relations officer. "It's inspiring to be able to contribute to the innovators of the next generation."

Across the valley, educators submitted projects large and small, to further STEM education initiatives in the classroom – both in person and virtual.

"Despite the new challenges Valley teachers faced in 2020, they are still focused on providing the best STEM education possible and have adjusted to new ways of teaching," said Community Engagement Senior Program Manager Rachel Crickmar. "I am proud of the partnerships we have built with these amazing educators across the Tennessee Valley over the past few years and are pleased to be able to provide some support through this program."

Among the 197 grant awards is an introduction to healthcare at Cedar Bluff Elementary School in Knoxville, Tennessee. Students will benefit from being introduced at a young age to life saving first aid, emergency response, and how to protect themselves from disease. "With the need for healthcare providers soaring now more than ever, this grant will also us to spark an interest in healthcare to many future doctors and nurses as early as kindergarten," said teacher April Lentze.

The grant program provides teachers an opportunity to apply for funding up to $5,000, and preference was given to grant applications that explored TVA's primary areas of focus: environment, energy, economic development, and community problem solving. Schools who receive grant funding must receive their power from a TVA distributor.

"Thousands of students across the Tennessee Valley will gain access to STEM education experiences through these grants," said Wes Hall, vice president for Philanthropy and Education at Battelle. "Thanks to TVA and BVI, these students will be better prepared to be the leaders that solve society's toughest problems." The Tennessee STEM Innovation Network, managed by Battelle, led outreach to schools for the program.

Another project that received funding is in rural Perry County, Tennessee, where science teacher, Emily Rogers, is excited to now have the resources to teach biology from a distance. “The coronavirus pandemic has placed limitations on our ability to perform traditional labs. Online dissection platforms and lab curriculum will allow students to still be able to learn laboratory practices while following CDC guidelines. Thanks to TVA and BVI, I now have the tools to teach more effectively virtually as well as in person.”

In Saltillo, Mississippi, the vision of Saltillo High School teacher, Jason Pannell, is to introduce students to the emerging electronic textiles industry. “Electronic textiles are part of electronic components that create systems capable of sensing, heating, lighting or transmitting data,” said Pannell. “Ultimately, e-textiles will have an important role to play in the fields of medicine, safety and protection.” Students will design, construct, and code e-textile kits.

“The projects were all across the STEM spectrum,” said Crickmar. “It is so impressive to see what teachers across the Valley are doing to prepare the workforce of the future. Through the grants awarded this year, over 72,000 students will be directly impacted across the Valley.”

A full list of the grant recipients can be found at www.tvastem.com.

The Tennessee Valley Authority is a corporate agency of the United States that provides electricity for business customers and local power companies serving nearly 10 million people in parts of seven southeastern states. TVA receives no taxpayer funding, deriving virtually all of its revenues from sales of electricity. In addition to operating and investing its revenues in its electric system, TVA provides flood control, navigation and land management for the Tennessee River system and assists local power companies and state and local governments with economic development and job creation.

# # #

Photo available here https://www.tva.com/newsroom/press-releases/tva-partnership-awards-800-000-in-stem-grants. Cutline: Representatives from TVA and the Brownsville Energy Authority joined teachers and students from the Anderson Early Childhood Center to deliver a STEM Grant last February.

Media Contact: TVA Media Relations, Knoxville, 865-632-6000
www.tva.com/news
Follow TVA news on Facebook, Twitter and Instagram

(Distributed: Jan. 8, 2020)

Susie Wall, AP Science, Starkville Academy – $2,500.00

The supplies purchased with the grant will allow AP Environmental to explore local water sources scattered throughout Oktibbeha County. AP Biology will be able to determine the effects of water pollution on photosynthetic aquatic plants. AP Chemistry will utilize the equipment to explore the effects of chemicals on water quality. These supplies can be utilized year after year.

Josiah Lawrence, 8th Grade Science, Armstrong Junior High School - $5,000.00

This project would procure a cart and ten chromebooks for our science classroom. This would be useful for accessing resources like STEMscopes, Nearpod, PHET simulations, Canvas, Quizizz for remediation, learning management systems, word processing tools, presentation processing tools, and any other online tools I may discover that would be useful. These tools will prepare them for careers that require college readiness, and having dedicated access to learning management systems will help prepare them for college. In the modern age, universities rely heavily on learning management systems like Canvas to help run their courses. By being able to use these systems in our classrooms, we can help better prepare our students for when they will go to college. Getting our students familiar with navigating the internet and using technology are critical to having a job in the modern world. Nearpod, PHET, and STEMScopes can help prepare them with critical thinking skills they can use in any job. Having chromebooks in the classroom will allow us to access these resources more frequently and with more fidelity, allowing us to give our students access to the very best in career readiness.

Kimberly Vaughn, 5th Grade, Overstreet Elementary, $5,000.00

The plan is to build an outdoor classroom with a covering, seating for students, and teacher demonstrations podium. With constraints of COVID being able to do some science experiments are not possible and being able to have an alternate location for learning will enhance our scholars learning experience.

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.

10. On Friday, February 19, 2021, the Board approved a resolution entitled

> 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.

Said resolution called for a public hearing to be held on March 2, 2021, and directed the publication of a Notice of 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 March 2, 2021.

11. Because of inclement weather conditions across the State during the week of February 15-20, it is necessary to reschedule the public hearing from March 2, 2021 to a time and date to be determined by the Mayor and further, to direct the publication of a Notice of 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 of said hearing.

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 a time and date to be determined by the Mayor.

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 2 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 March, 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 ___ day of ______, 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 __ day of March, 2021.

S/Lesa Hardin
City Clerk

AGENDA ITEM DEPT.: AIRPORT

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: March 2, 2021**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval for Leasing the Tillable Land and Cleared Land Located at George M. Bryan Field South and West of the Runway and Taxiway and Inside the Fenced Area for One Year to Mr. Kyle Knight in the amount of $4,653.50

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:. Two bids received for this request. It is higher than previous years' proposals. This lease helps the airport with some income and we don't have to request it to be mowed or mow it ourselves.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve for Leasing the Tillable Land and Cleared Land Located at George M. Bryan Field South and West of the Runway and Taxiway and Inside the Fenced Area for One Year to Mr. Kyle Knight in the amount of $4,653.50

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT

This Lease Agreement is entered into effective the 8th day of April, 2021, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>LEASED PREMISES</u>. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. <u>USE OF PREMISES</u>.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2021, and shall continue through and expire on April 7, 2022, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be $4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2021. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty One Dollars and Zero Cents ($41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2021. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to $26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars ($1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or

permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and

expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT
____
____
____

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

____

LESSOR

CITY OF STARKVILLE, MS

BY:______________________________
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF __________

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _______ day of ________________, 2021.

____

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _______ day of ____________________, 2021.

____
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

____

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** March 2, 2021

RECOMMENDATION FOR BOARD ACTION

SUBJECT:

DISCUSSION AND CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST BY JAMES GIESEN AND ANNE MARSHALL, FOR AN ADDITION TO THEIR HOME LOCATED AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

SUMMARY:

The applicant, James Giesen and Anne Marshall, are requesting a Certificate of Appropriateness for an addition to their home on the subject property located at 305 Greensboro St. on a parcel that is currently zoned TN-E with the property # 102B-00-007.00. The addition includes adding a screened porch and deck, extending a new roof over the living room addition, and adding additional fencing. On February 23, 2021, the Historic Preservation Commission reviewed the request and voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban Camp @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of a Certificate of Appropriateness request for an addition at 305 Greensboro Street.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Historic Preservation Commission
FROM: Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
CC: Applicant: James Giesen and Anne Marshall

SUBJECT: CA 20-01 Certificate of Appropriateness Request by James Giesen and Anne Marshall, for an addition to their home on the subject property located at 305 Greensboro St. on a parcel that is currently zoned TN-E with the property # 102B-00-007.00

DATE: February 23, 2020

The purpose of this report is to provide information regarding the Certificate of Appropriateness request by James Giesen and Anne Marshall, for an addition to their home on the subject property located at 305 Greensboro St. on a parcel that is currently zoned TN-E with the property # 102B-00-007.00.

The subject property, which was built in 1911 is a one-and-a-half story, hip roofed, clapboard-sided residence with a central pediment dormer.

COA REQUEST:

The applicant is requesting a Certificate of Appropriateness to:

1. Add a screened porch and deck
2. Add a new roof over living room addition
3. Add additional fencing

COA HISTORY:
None.

ANALYSIS
The Unified Development Code Section 3.16.1 provides criteria for issuance of a Certificate of Appropriateness request:

3.16.1. Criteria for issuance of certificates of appropriateness.
The Historic Preservation Commission and the Board of Aldermen shall use the following criteria in approving or
denying a certificate of appropriateness:

A. General factors criteria

1. Architectural design of the existing building, structure, or appurtenance and proposed alteration
2. Historical significance of the resource
3. General appearance of the resource
4. Condition of the resource
5. Materials composing the resource
6. Size of the resource
7. The relationship of the above factors, and their effect upon the immediate surroundings and, if within a historic district, upon the district as a whole and its architectural and historical character and integrity.

B. New construction criteria
1. In advance of new construction, steps shall be taken to ensure evaluation of possible archaeological resources, as set forth in the Mississippi Antiquities Act.
2. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to: the height, the gross volume, the proportion between the width and height of the facade(s), the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, materials, textures, colors, patterns, trims, and design of the roof.
3. Existing rhythm created by existing building masses and spaces between them shall be preserved.
4. The landscape plan shall be compatible with the resource, and it shall be visually compatible with the environment with which it is visually related. Landscaping shall also not prove detrimental to the fabric of a resource, or adjacent public or private improvements like sidewalks and walls.
5. No specific architectural style shall be required.

C. Exterior alteration criteria
1. All exterior alterations to a building, structure, object, site, or landscape feature shall be compatible with the historic resource itself and other resources with which it is related, and the original design of a building, structure, object, or landscape feature shall be considered in applying these standards.
2. Exterior alterations shall not affect the architectural character or historic quality of a landmark and shall not destroy the significance of landmark sites.

D. Demolition criteria. In considering an application for the demolition of a landmark or a historic resource within a historic district, the following shall be considered:
1. The Historic Preservation Commission shall consider the individual architectural, cultural, and/or historical significance of the historic resource.
2. The Historic Preservation Commission shall consider the importance or contribution of the resource to the architectural character of the district.
3. The Historic Preservation Commission shall consider the importance or contribution of the resource to neighboring property values.
4. The Historic Preservation Commission shall consider the difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail.
5. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans, set forth in Section 3.16.1 B, prior to receiving a demolition permit and other

permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction.

6. Applicants that have received approval for demolition shall be permitted to receive a demolition permit from the Building Department, following the approval of a certificate of appropriateness by the Board of Aldermen, approval by appropriate city departments, and approval by any other agency that has jurisdiction over the resource. Permits for demolition and construction shall be issued simultaneously if requirements of the Unified Development Code are met, and the applicant provides financial proof of his ability to complete the project.

Standards for Starkville's Historic Districts Recommends:

SECRETARY OF INTERIOR'S RECOMMENDATIONS - ROOFS (p.56-58)

Identify, retain, and preserve
Recommended:
Identifying, retaining, and preserving roofs - and their functional and decorative features - that are important in defining the overall historic character of the building. This includes the roof's shape, such as hipped, gambrel and mansard; decorative features such as cupolas, cresting, chimneys, and weather vanes; and roofing material such as slate, wood, clay tile, and metal, as well as its size, color, and patterning.

Repair
Recommended:
Repairing a roof by reinforcing the historic materials which comprise roof features. Repairs will also generally include the limited replacement in kind - or with compatible substitute material - of those extensively deteriorated or missing parts of features when there are surviving prototypes such as cupola louvers, dentils, dormer roofing; or slates, tiles, or wood shingles on a main roof.

Design for Missing Historic Features
Recommended:
Designing and constructing a new feature when the historic feature is completely missing, such as a chimney or cupola. It may be an accurate restoration using historical, pictorial, and physical documentation; or be a new design that is compatible with the size, scale, material, and color of the historic building.

Alterations/Additions for New Use
Recommended:
Installing mechanical and service equipment on the roof such as air conditioning, transformers, or solar collectors when required for the new use so that they are inconspicuous from the public right of way and do not damage or obscure character-defining features.

Recommended:
Designing additions to roofs such as residential, office, or storage spaces; elevator housing; decks and terraces; or dormers or skylights when required by the new use so that they are inconspicuous from the public right-of-way and do not damage or obscure character-defining feature

SECRETARY OF THE INTERIOR'S RECOMMENDATIONS - NEW ADDITIONS TO HISTORIC BUILDINGS (p.97-98)

Recommended:
Constructing a new addition so that there is the least possible loss of historic materials and so that character defining features are not obscured, damaged, or destroyed.

Recommended:
Locating the attached exterior addition at the rear or on an inconspicuous side of a historic building; and limiting its size and scale in relationship to the historic building.

Recommended:
Designing new additions in a manner that makes clear what is historic and what is new.

Recommended:
Considering the attached exterior addition both in terms of the new use and the appearance of other buildings in the historic district or neighborhood. Design for the new work may be contemporary or may reference design motifs from the historic building. In either case, it should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color.

Attachment 1

COA 21-01- 305 Greensboro St.

Attachment 2
Application

CERTIFICATE OF APPROPRIATENESS APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: buildingdept@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: James Giesen & Anne Marshall
Phone: (706) 207-9274 (Giesen cell)
Company Name:
Email: jcgiesen@gmail.com, aemarsh@gmail.com
Address: 305 Greensboro St.

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name:
Phone:
Email:
Address:

PROPERTY INFORMATION

Property Address: 305 Greensboro St.
Parcel Number: 102B-00-007.00
Current Zone District: Select One

PROJECT INFORMATION

Type of Project:

- ☒ New Construction (freestanding or addition)
- ☒ Substantial Rehabilitation
- ☐ Minor Exterior Changes
- ☐ Demolition
- ☐ Relocation

Project and Materials Description:

- ☒ Exterior Siding/ Finishes/ Masonry
- ☐ Windows and Dormers
- ☒ Porches/ Decks/ Balconies
- ☒ Exterior Doors
- ☐ Walls and Fences
- ☒ Roofs
- ☐ Chimneys
- ☐ Shutters
- ☐ Foundations
- ☐ Outbuildings

Applicant's Signature:
Date:

Property Owner's Signature: (required if not applicant)
Date:

Attachment 3- Applicant Statement and Existing Conditions

305 Greensboro St.
Certificate of Appropriateness Application
February 2021

History

According to the Greensboro Street Historic District information on the city website, our house is a four-square built in 1911. It is a "one-and-a-half story, hip roofed, clapboard-sided residence with central pedimented dormer. An encircling verandah is supported on Tuscan columns. The entrance is a tripartite frontispiece with single light sash with leaded glass transom." We have lived in the house since 2010 and were strong public advocates for creating the Historic Preservation Commission. As professional historians we are also committed to improving the historical quality of our home with the proposed remodel and addition.

Project Overview

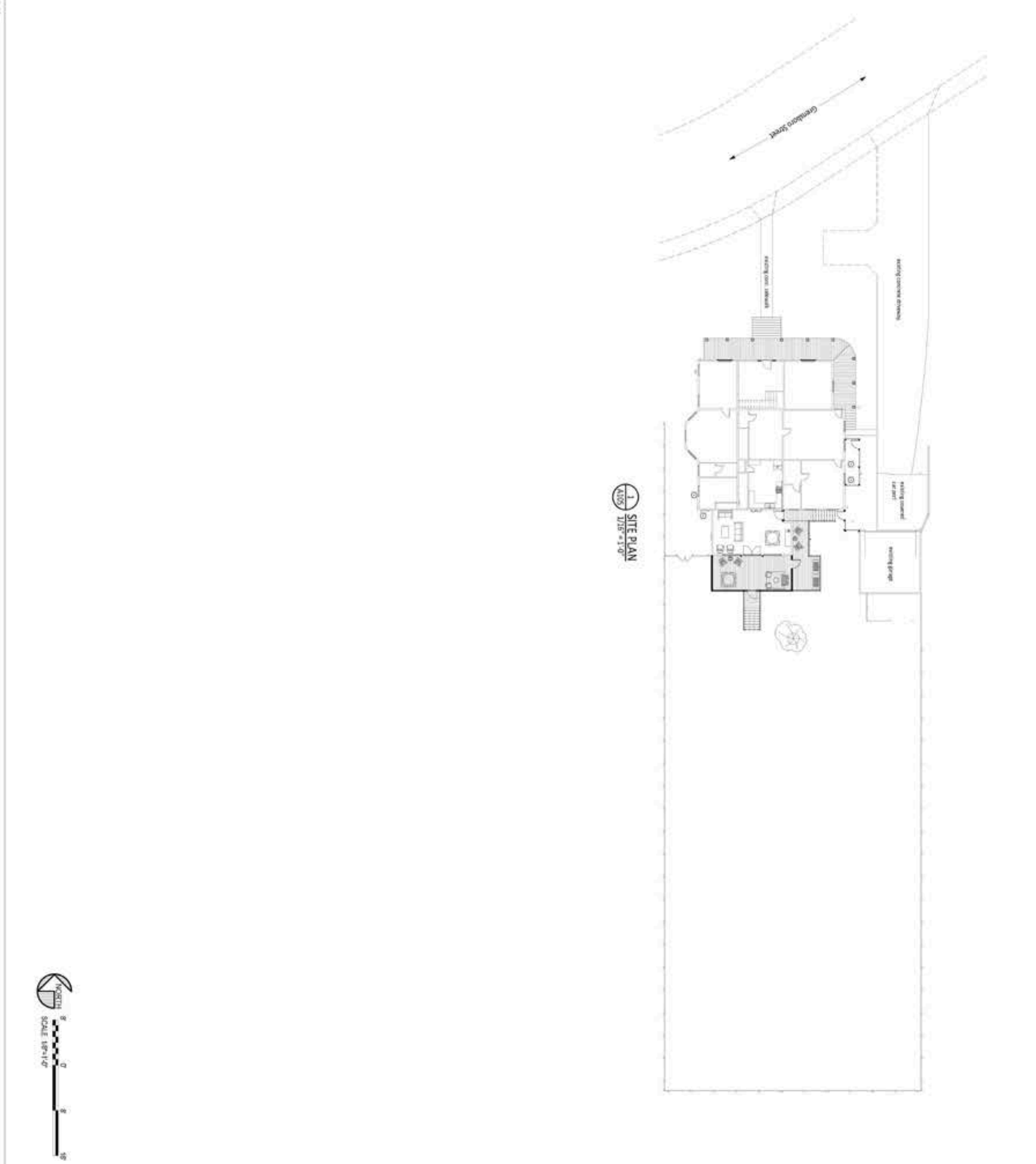
We intend to add a screened porch on the rear of the house and remodel the rear living room. A previous owner added the living room awkwardly off of the back of the house in the 1980s and did not make an attempt to match the architectural style of the main portion of the house. The screened porch will extend off the rear room and a new pitched roof will connect to the main portion of the house and carry out over the living room and screened porch. Other than a proposed small fence along the east side of the house, all of these changes will only affect portions of the house built in the late twentieth century and will bring them closer in line with the historic character of the rest of the house.

Project Details

The project is basically three parts: construction of new screened porch, construction of a deck, and new roof over both the back living room and new porch. The attached drawings demonstrate the specifics of the intended work. Note that the external elements of the addition will be in keeping with the historic style of the house. All new siding, roofing, and the back door will be consistent with the original house. We also propose adding a 16' by 5' wooden fence with gate, 8-feet high, on east side of house adjacent to driveway to hide our trash cans and the A/C units. Details of all of this work are on attached drawings.

Existing View of Back of House

Attachment 4- Proposed Plans



SHAFER
ZAHNER
ZAHNER

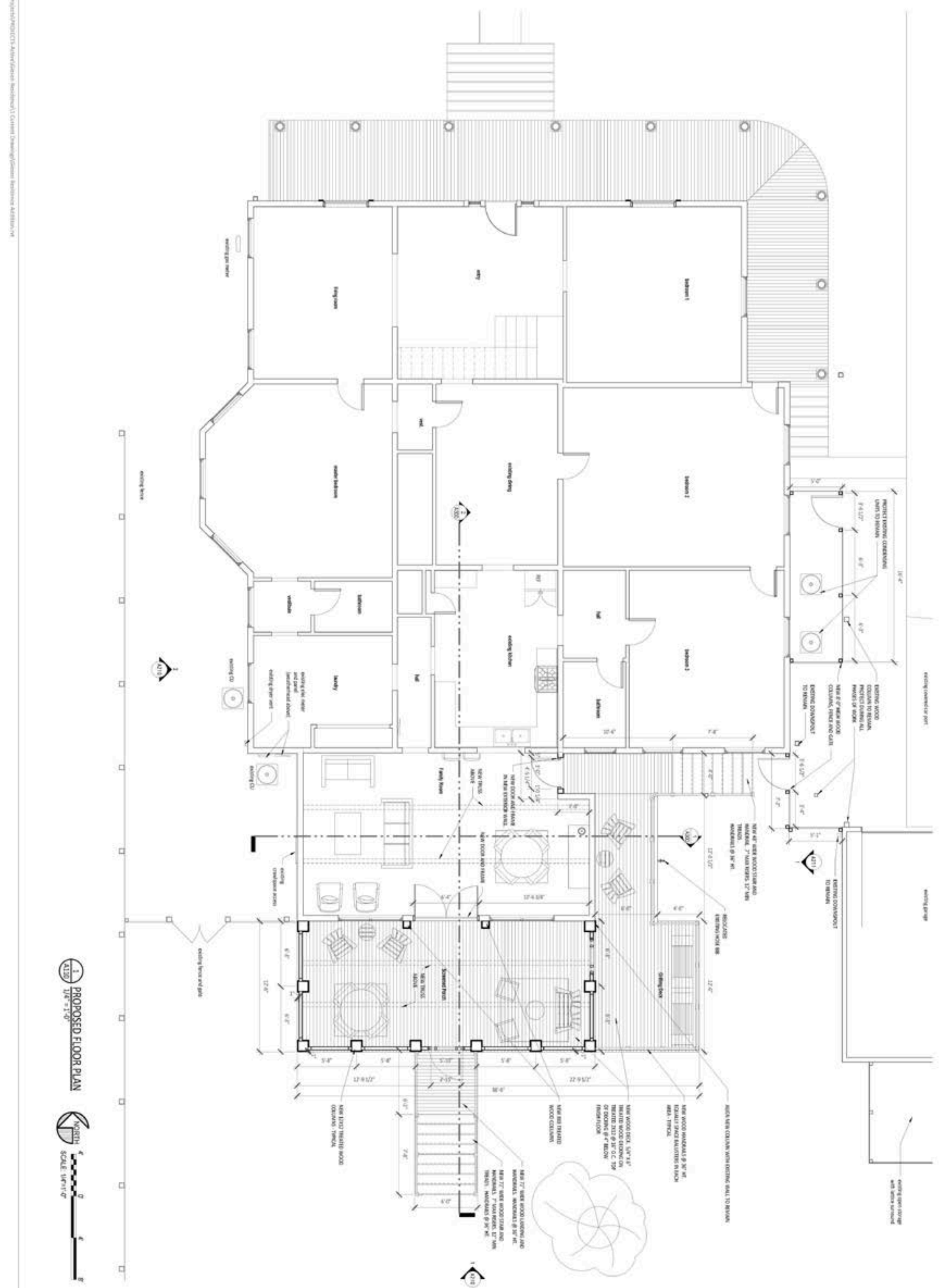
A105

SITE PLAN

PRELIM NOT FOR CONSTRUCTION

305 GREENSBORO STREET

GEISEN RESIDENCE RENOVATIONS



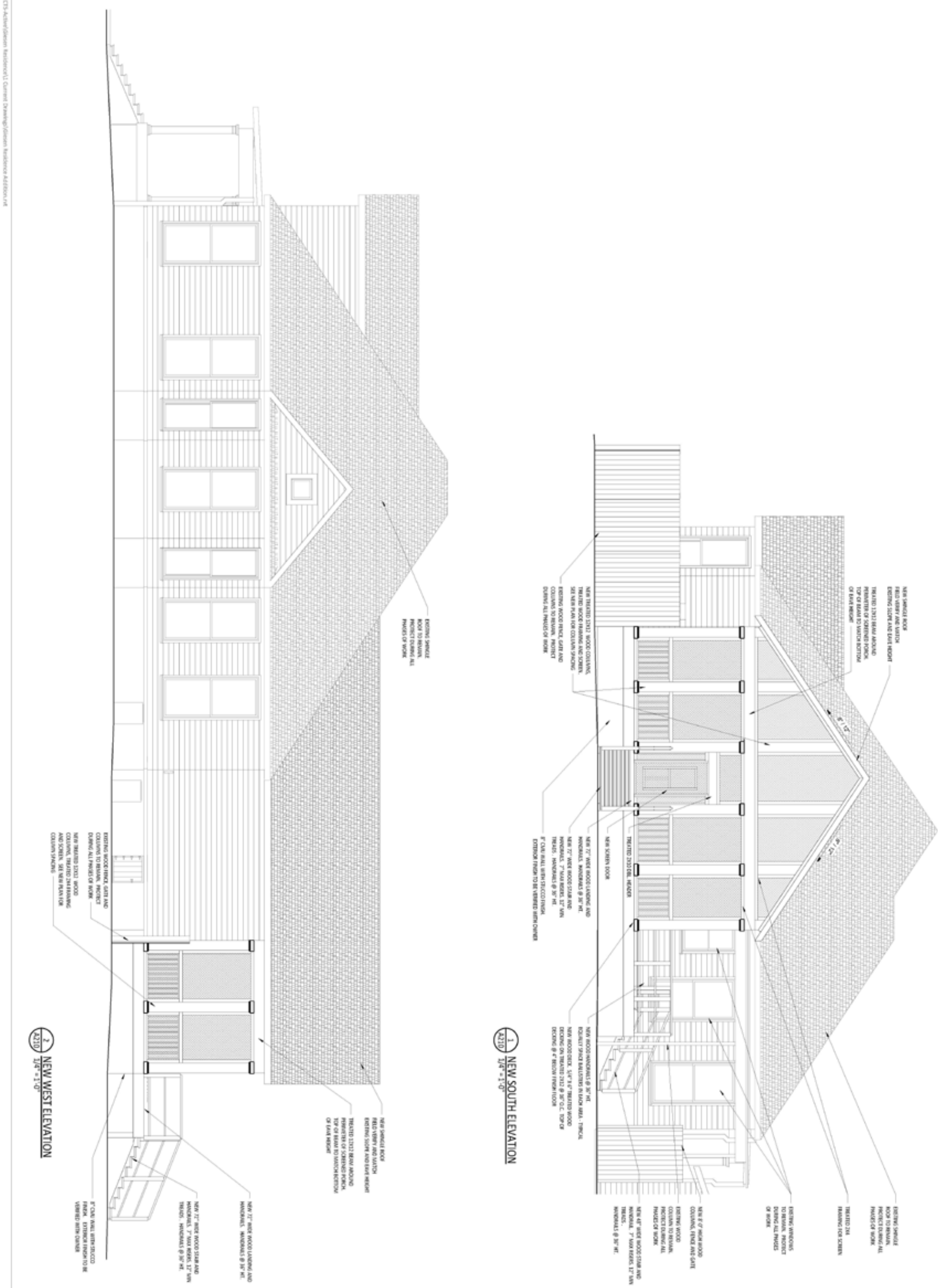
SHAFER
ZAHNER
ZAHNER

A110

PROPSED
FLOOR PLAN

305 GREENSBORO STREET

GEISEN RESIDENCE RENOVATIONS



305 GREENSBORO STREET

GEISEN RESIDENCE RENOVATIONS

SHAFER ZAHNER ZAHNER
OFFICE OF ARCHITECTURE

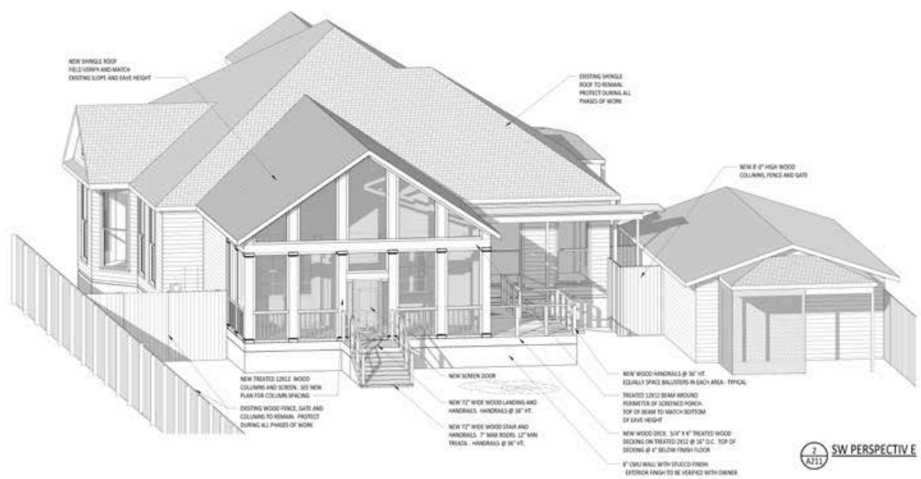
SHEET A210

NEW EXTERIOR ELEVATIONS

305 GREENSBORO STREET

GEISEN RESIDENCE RENOVATIONS

1
A211
NEW EAST ELEVATION
1/4" = 1'-0"



2
A211
SW PERSPECTIV E

REGISTERED ARCHITECT
STATE OF MISSISSIPPI
December 24, 2020

SHAFER
ZAHNER
ZAHNER

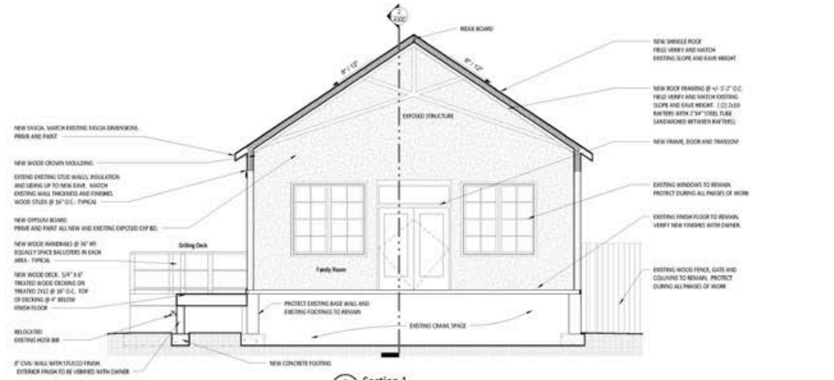
OFFICE OF ARCHITECTURE

SHEET A211

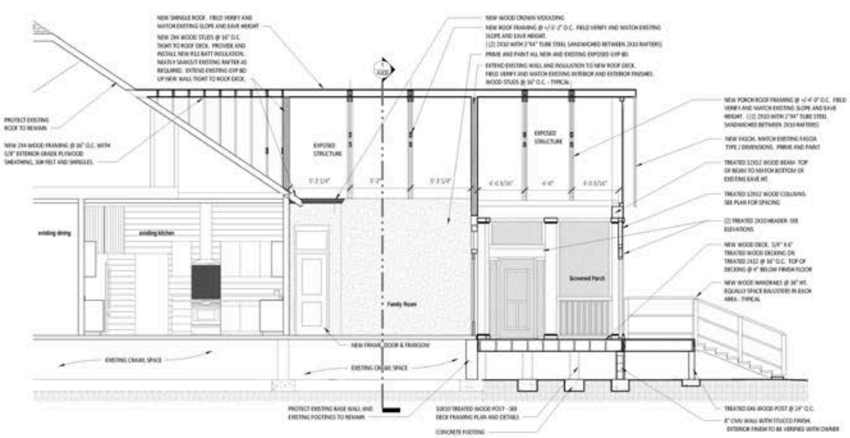
NEW EXTERIOR
ELEVATION /
PERSPECTIVE

DATE: 12.24.2020
SZZARCH# 2020
DRAWN BY: ssy
CHECKED BY: GS

REVISIONS:



Section 1
1/4" = 1'-0"



Section 2
1/4" = 1'-0"

305 GREENSBORO STREET

GEISEN RESIDENCE RENOVATIONS

SHAFER ZAHNER ZAHNER
OFFICE OF ARCHITECTURE

SHEET A300

BUILDING SECTIONS

DATE: 12.24.2020
SZZARCH#: 2020

REVISIONS:

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:03.02.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

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

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

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering Department

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans for the proposed sidewalk project along Garrard Road. This project entails building a sidewalk connection from the Rolling Hills subdivision to an existing pedestrian lane along Hiwassee Street. This segment will provide pedestrian connectivity to a large residential neighborhood and will provide a paved surface where individuals are currently already walking. It will also provide a bus stop pad on the west side of Ofahoma Street along Reed Road. The smart bus currently uses Garrard Road as a route and this would formalize a designated stop.
We received 2 quotes on the project which are found below:

CITY OF STARKVILLE- GARRARD ROAD SIDEWALK IMPROVEMENTS PROJECT
Quote Tabulation
February 23rd, 2021

				Groundstone Construction		Phillips Contracting	
Item No.	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	4" CONCRETE SIDEWALK (5' WIDE) / BUS STOP PAD	2415.0	SF	$ 5.45	$ 13,161.75	$ 12.38	$ 29,897.70
2	24" HDPE STORM PIPE (INCLUDE BEDDING AND BACKFILL)	20.0	LF	$ 94.00	$ 1,880.00	$ 129.00	$ 2,580.00
3	18" HDPE STORM PIPE (INCLUDE BEDDING AND BACKFILL)	10.0	LF	$ 165.00	$ 1,650.00	$ 121.50	$ 1,215.00
4	24" x 48" TRUNICATED DOMES (BRICK RED)	3.0	EA	$ 175.00	$ 525.00	$ 320.00	$ 960.00
5	EROSION CONTROL & ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS	$ 1,460.00	$ 1,460.00	$ 25,355.00	$ 25,355.00
6	100 LB. LIMESTONE RIP RAP	80.0	TONS	$ 50.00	$ 4,000.00	$ 93.50	$ 7,480.00
				Total:	**$ 22,676.75**	**Total:**	**$ 67,487.70**
				LOW QUOTE			

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

GARRARD ROAD SIDEWALK IMPROVEMENTS

STARKVILLE, MISSISSIPPI

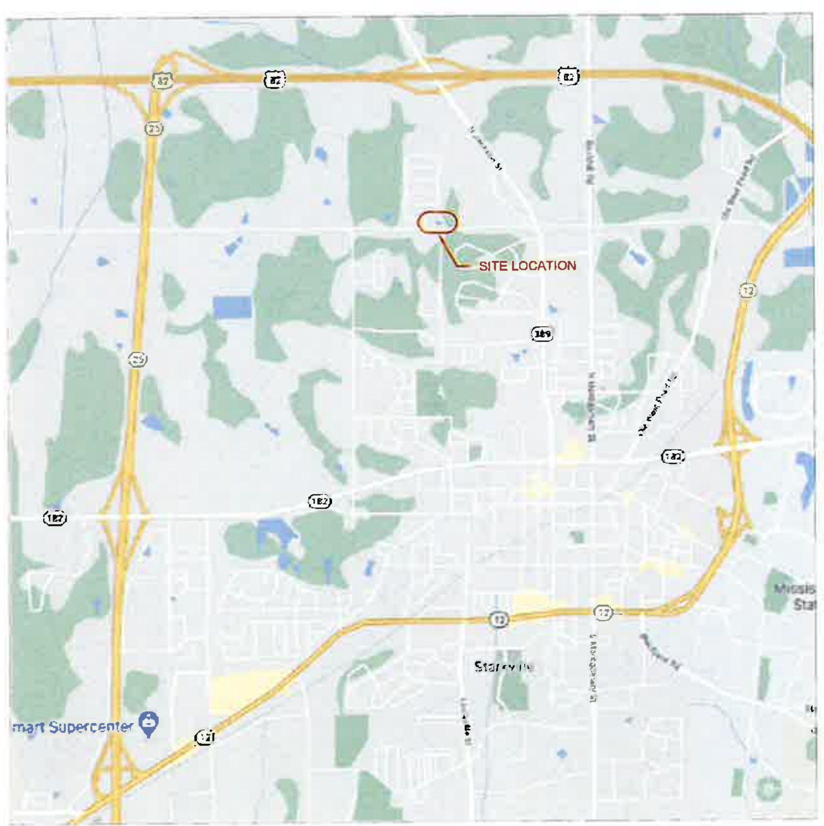
MAYOR	LYNN SPRUILL
ALDERMAN, WARD 1	BEN CARVER
ALDERMAN, WARD 2	SANDRA C. SISTRUNK
ALDERMAN, WARD 3	DAVID LITTLE
ALDERMAN, WARD 4	JASON WALKER
ALDERMAN, WARD 5	HAMP BEATTY
VICE MAYOR AND ALDERMAN, WARD 6	ROY A'. PERKINS
ALDERMAN, WARD 7	HENRY N. VAUGHN, SR.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

SCHEDULE OF DRAWINGS

LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

UTILITY OWNERS

WATER & SEWER
STARKVILLE UTILITIES
662-323-3505

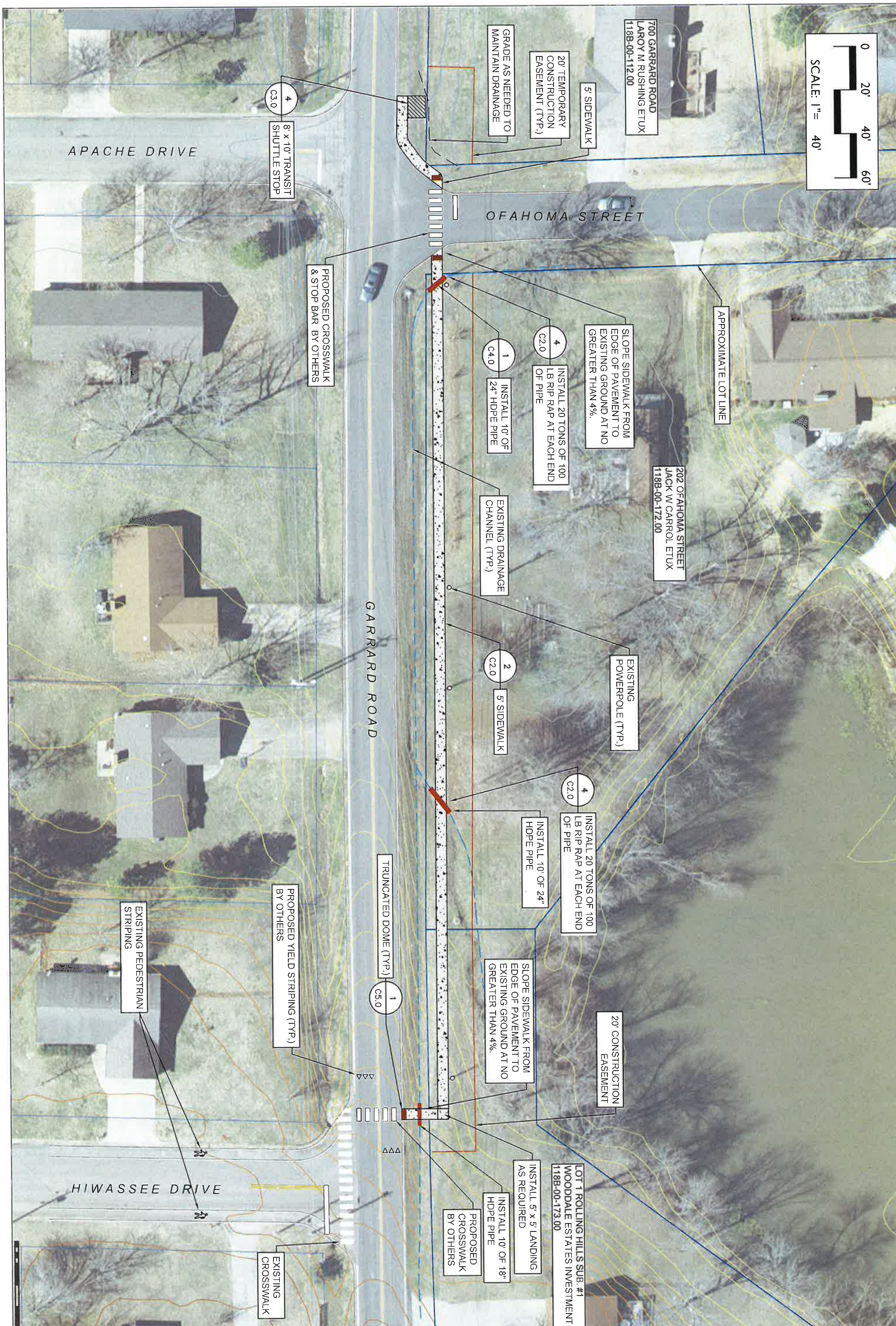
ELECTRIC
STARKVILLE UTILITIES
662-323-3133

GAS
ATMOS ENERGY
662-323-1615

BUILDING PERMITS
CITY OF STARKVILLE
662-323-8012

MISSISSIPPI ONE CALL
CALL BEFORE YOU DIG
800-227-6477

PHONE / FIBER
C-SPIRE
JCOPELIN@CSPIRE.COM



DATE: FEBRUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: 1" = 40'
PROJECT #: 16032

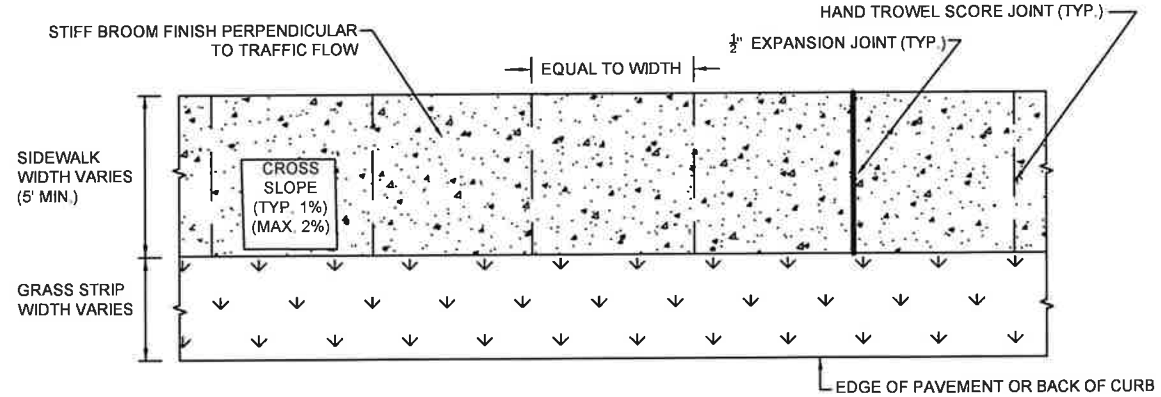
SHEET NUMBER:
C1.0

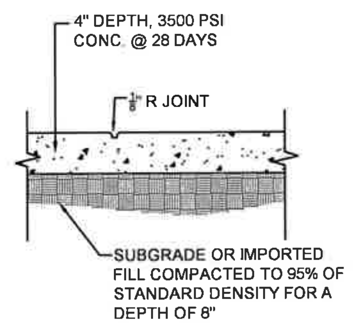
REVISIONS:

GARRARD ROAD
SIDEWALK IMPROVEMENTS
STARKVILLE, MS

PROPOSED IMPROVEMENTS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143





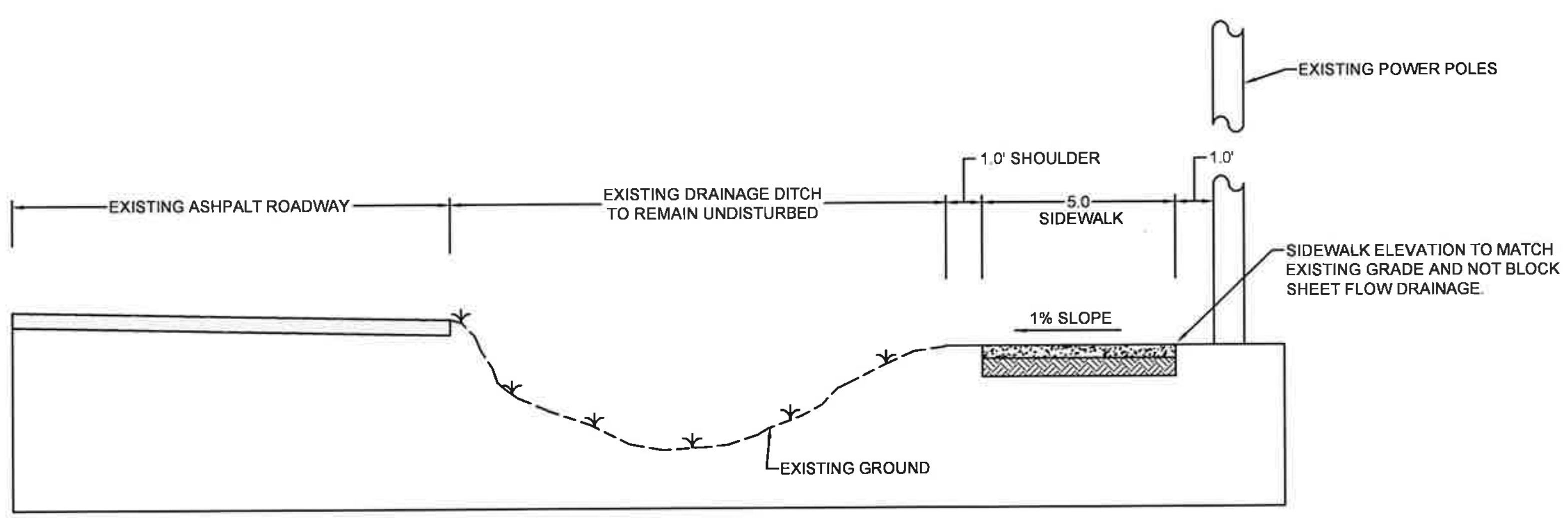
TYPICAL SIDEWALK SECTION

1 / C2.0 TYPICAL SIDEWALK DETAILS

N.T.S.

NOTES:
1. SIDEWALKS AND CURB RAMPS SHALL BE A MINIMUM OF 4" IN THICKNESS.
2. MAXIMUM CROSS SLOPE FOR SIDEWALKS SHALL NOT EXCEED 2% (1% RECOMMENDED).
3. MAXIMUM LONGITUDINAL SLOPE SHALL BE 5% (4% RECOMMENDED) UNLESS APPROVED BY THE ENGINEER OR ADA CORDINATOR.
4. SIDEWALK SHALL BE CONSTRUCTED OF PLANT-MIXED CONCRETE. SUB GRADE OR IMPORTED FILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD DENSITY FOR A DEPTH OF 8".
5. THE EXPANSION JOINT MATERIAL SHALL BE ONE-HALF INCH (½") THICK BITUMINOUS MATERIAL AND MEET THE SPECIFICATIONS OF SECTION 707 OF THE MISSISSIPPI DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6. ONE-HALF INCH (½") EXPANSION JOINTS ARE REQUIRED EVERY 50 FEET AND AROUND ALL APPURTENANCES SUCH AS MANHOLES, UTILITY POLES AND ANY OTHER STRUCTURES LOCATED WITHIN THE SIDEWALK.
7. IN THE EVENT OF ANY CONFLICT, DISCREPANCY, OR INCONSISTENCY AMONG THE PLANS AND THESE STANDARD DETAILS, THE REQUIREMENTS OF THE DETAILS SHALL GOVERN.
8. ALL SIDEWALKS SHALL CONFORM TO ADA GUIDELINES UNLESS PRIOR WRITTEN APPROVAL FROM ADA CORDINATOR OR CITY ENGINEER.
9. ALL SIDEWALKS SHOULD BE A MINIMUM OF 5 FEET WIDE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR ADA COORDINATOR. SIDEWALKS GREATER THAN 5' MAY BE REQUIRED PER UNIFIED DEVELOPMENT CODE AND THE DEVELOPMENT REVIEW COMMITTEE.
10. ALL CONCRETE FOR SIDEWALKS SHALL ACHIEVE A MINIMUM STRENGTH OF 3500 PSI AT 28 DAYS.
11. TOOLED OR SAWCUT CONTRACTION JOINTS TO BE PLACED EVERY 5 FEET AT A MINIMUM OF ONE-FOURTH THE DEPTH OF THE PAVEMENT.
12. 6 x 6-w 2.9 x 2 2.9 WELDED WIRE MESH REINFORCEMENT MAY BE REQUIRED WHERE HEAVIER LOADS ARE EXPECTED.
13. ALL DRIVEWAY SIDEWALK CROSSINGS, EXCEPT SINGLE FAMILY RESIDENTIAL, SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES CONCRETE WITH #3 BARS, EACH WAY SPACED 12 INCHES ON CENTER.
14. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

3 / C2.0 TYPICAL SIDEWALK NOTES

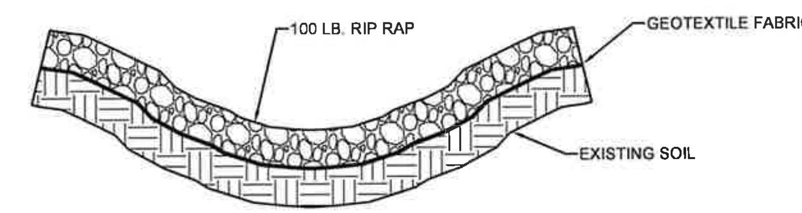


NOTE:
1. 1' SHOULDER AT 4% MAX SLOPE REQUIRED ON EDGE OF PROPOSED SIDEWALK. SHOULDER SHOULD BE COMPACTED AND TIE INTO EXISTING GRADE.
2. PROPOSED SIDEWALK TO BE FLUSH WITH EXISTING GRADE ON UPSTREAM SIDE TO PREVENT BLOCKING DRAINAGE.
3. EDGES OF SIDEWALK SHOULD BE BACKFILLED, SMOOTHED, COMPACTED, AND DRESSED TO A POINT THAT CAN BE MAINTAINED AND MOWED.

2 / C2.0 TYPICAL CROSS-SECTION VIEW

FACING WEST

N.T.S.



NOTE:
1. CONTRACTOR SHOULD CONFORM TO ALL CONSTRUCTION REQUIREMENTS LAID OUT IN MDOT SPECIFICATIONS SECTION 815.
2. PRIOR TO THE INSTALLATION OF LIMESTONE RIPRAP, CONTRACTOR SHALL INSTALL GEOTEXTILE FABRIC TO PROVIDE SEPARATION OF LIMESTONE MATERIAL FROM UNDERLYING SOIL. RIPRAP SHOULD BE PLACED IN SUCH A MANNER AS TO PREVENT DAMAGE TO GEOTEXTILE FABRIC. CONTRACTOR RESPONSIBLE FOR REPLACEMENT OF DAMAGED GEOTEXTILE FABRIC RESULTING FROM NEGLIGENT RIPRAP INSTALLATION. RIPRAP SHOULD NEVER BE DUMPED FROM A HEIGHT GREATER THAN FOUR (4) FEET.
3. ALL LIMESTONE RIPRAP SHOULD HAVE A NON-WOVEN GEOTEXTILE FABRIC LAYER INSTALLED PRIOR TO PLACEMENT. FABRIC SHALL HAVE A TENSILE STRENGTH OF 200 POUNDS AND A WEIGHT OF AT LEAST 8 OUNCES PER SQUARE YARD.

4 / C2.0 100 LB. RIP RAP CROSS-SECTION

N.T.S.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143

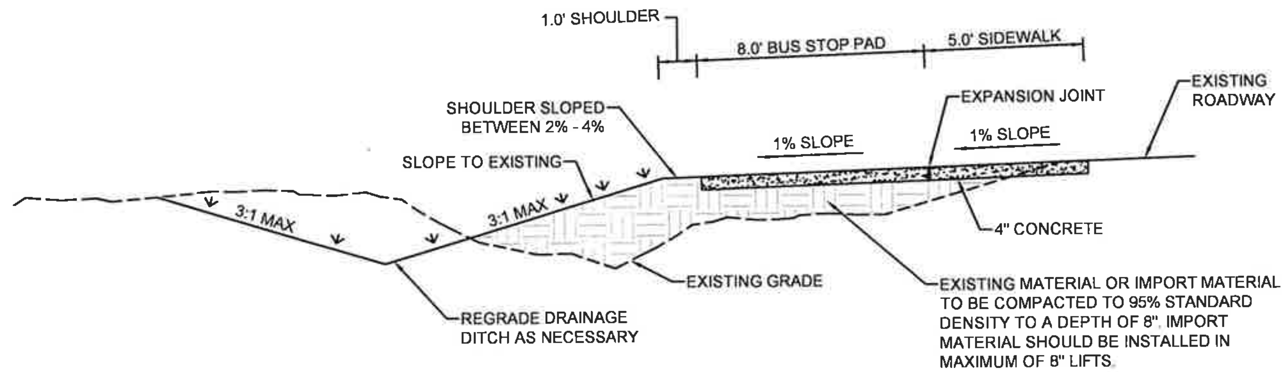
GARRARD ROAD
SIDEWALK IMPROVEMENTS
STARKVILLE, MS

CONSTRUCTION DETAILS AND NOTES

REVISIONS:

DATE: FEBRUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: NTS
PROJECT #: 16032

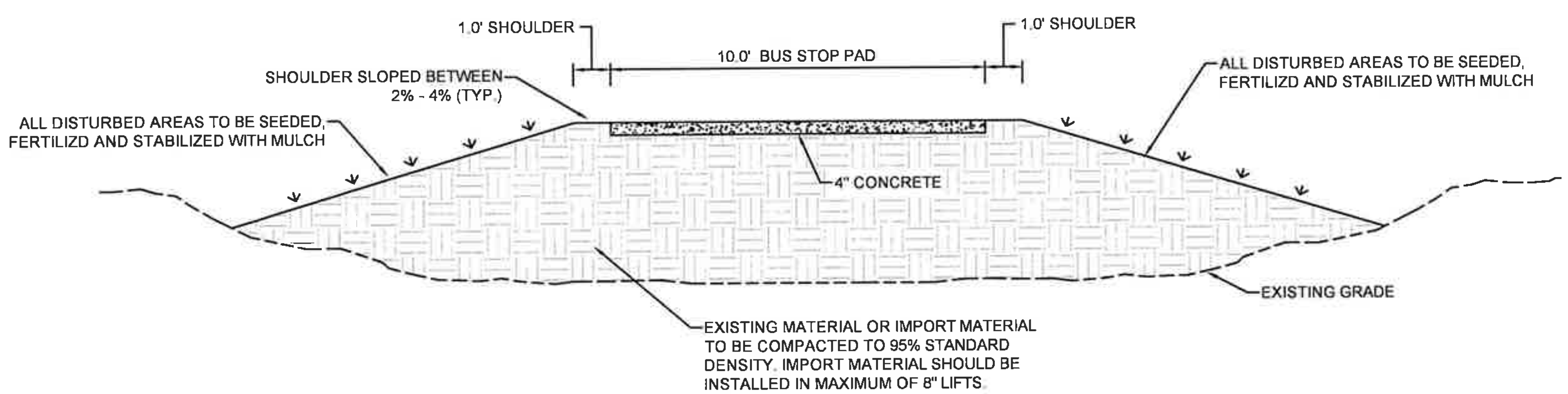
SHEET NUMBER#:
C2.0



NOTE:
1. IMPORT MATERIAL REQUIRED SHALL BE CLASS 9 AND WILL BE CONSIDERED **A SUBSIDIARY ITEM**.

1 C3.0 BUS STOP PAD

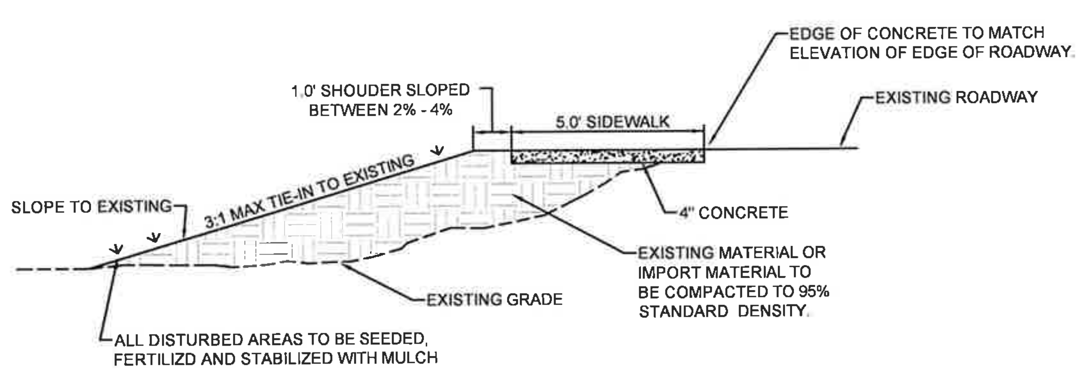
CROSS SECTION A-A N.T.S.



NOTE:
1. IMPORT MATERIAL REQUIRED SHALL BE CLASS 9 AND WILL BE CONSIDERED **A SUBSIDIARY ITEM**.

2 C3.0 BUS STOP PAD

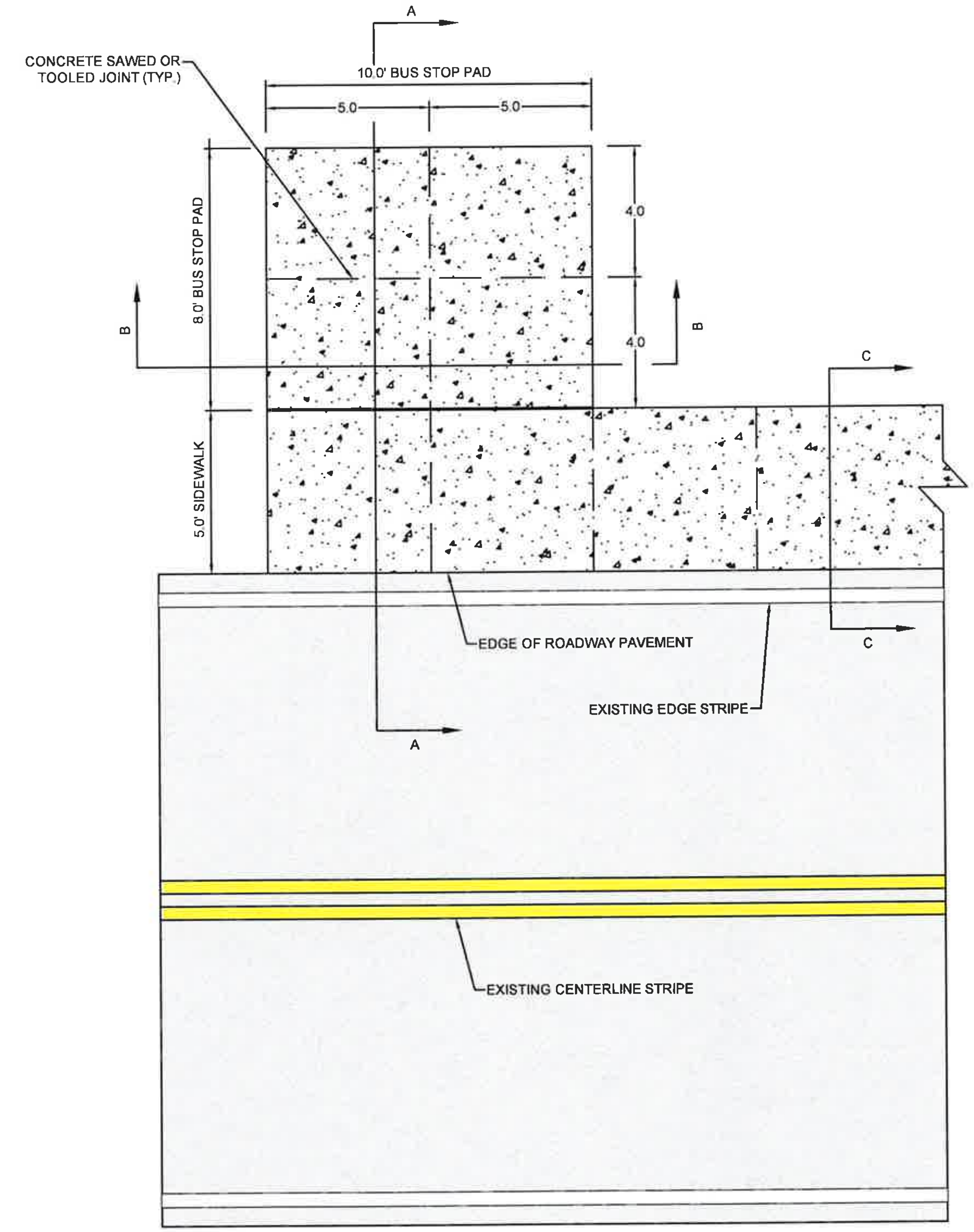
CROSS SECTION B-B N.T.S.



NOTE:
1. IMPORT MATERIAL REQUIRED SHALL BE CLASS 9 AND WILL BE CONSIDERED **A SUBSIDIARY ITEM**.

3 C3.0 SIDEWALK DETAIL

CROSS SECTION C-C N.T.S.



4 C3.0 BUS STOP PAD PLAN

N.T.S.

DATE: FEBRUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: NTS
PROJECT #: 16032

SHEET NUMBER:
C3.0

REVISIONS:

GARRARD ROAD
SIDEWALK IMPROVEMENTS
STARKVILLE, MS

CONSTRUCTION DETAILS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143

TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

AASHTO GROUP CLASSIFICATION	A-1		A-3	A-2	
	A-1-a	A-1-b		A-2-4	A-2-5
SIEVE ANALYSIS, PERCENT PASSING: 2.00 MM (NO. 10) 0.425 MM (NO. 40) 0.075 MM (NO. 200)	50 MAX 30 MAX 15 MAX	---- 50 MAX 25 MAX	---- 51 MAX 10 MAX	---- ---- 35 MAX	---- ---- 35 MAX
CHARACTERISTICS OF FRACTION PASSING 0.425 MM (NO.40) LIQUID LIMIT PLASTICITY INDEX	---- 6 MAX		---- NP	40 MAX 10 MAX	41 MAX 10 MAX
USUAL TYPE OF SIGNIFICANT CONSTITUENT MATERIALS	STONE FRAGMENTS, GRAVEL AND SAND		FINE SAND	SILTY OR CLAYEY GRAVEL AND SAND	
MDOT GRANULAR MATERIAL DESIGNATION (SECTION 703.07)	CLASS 1 & 2 GROUP A	CLASS 3 & 4 GROUP A		CLASS 5 & 6, GROUP C	

TABLE 2:
HIGH DENSITY CORRUGATED POLYETHYLENE PIPE
HEIGHT OF COVER
H-20 AND E-80 LIVE LOADS

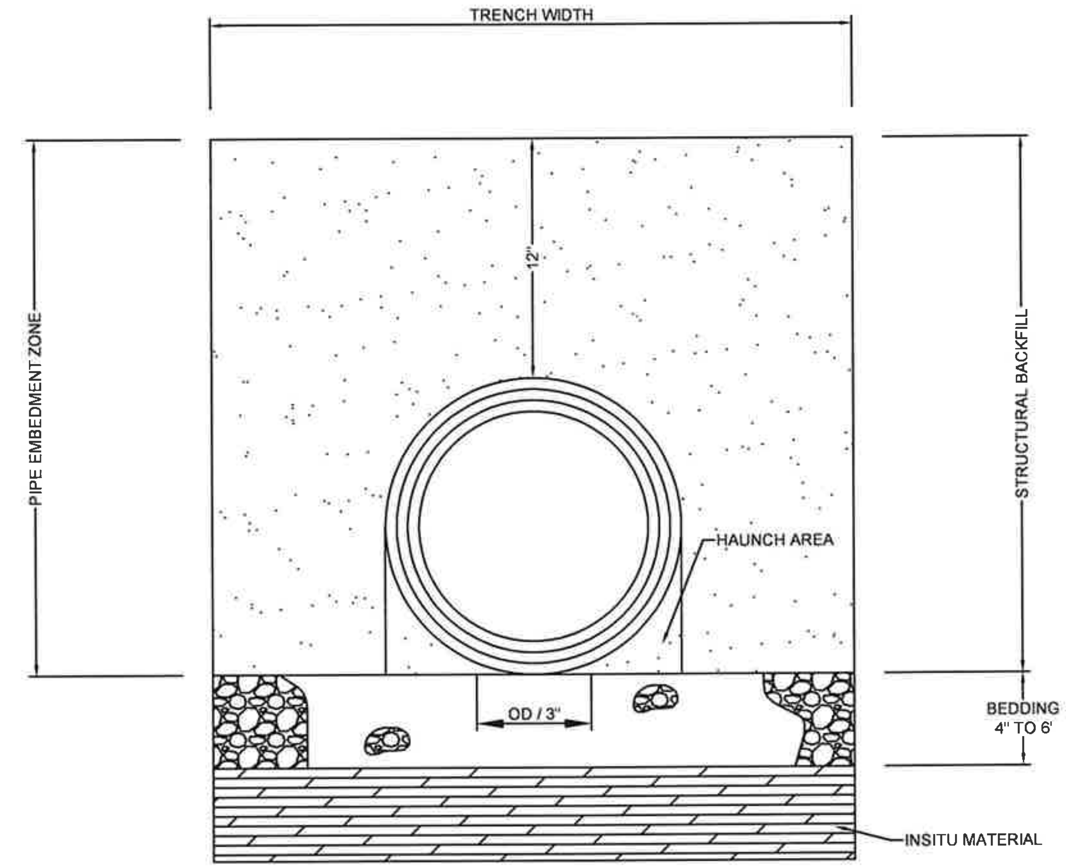
NOMINAL DIAMETER		MINIMUM COVER IN. & (MM)		MAXIMUM COVER
IN.	(MM)	H-20	E-80	FT. & (M)
12	(300)	12 (300)	24 (600)	50 (15.24)
15	(375)	12 (300)	24 (600)	50 (15.24)
18	(450)	12 (300)	24 (600)	45 (13.72)
24	(600)	12 (300)	24 (600)	40 (12.19)
30	(750)	12 (300)	24 (600)	40 (12.19)
36	(900)	12 (300)	24 (600)	35 (10.67)
42	(1050)	12 (300)	24 (600)	35 (10.67)
48	(1200)	12 (300)	24 (600)	30 (9.14)

TABLE 3: RECOMMENDED TRENCH WIDTH

DIAMETER	O.D.	TRENCH WIDTH
12"	14.45"	34"
15"	17.57"	38"
18"	21.20"	44"
24"	27.80"	54"
30"	35.10"	65"
36"	41.70"	75"
42"	47.70"	84"
48"	53.60"	92"

TABLE 4: MULTIPLE INSTALLATION OF POLYETHYLENE PIPES

DIAMETER OF PIPE		CLEAR DISTANCES BETWEEN PIPES	
IN.	(MM)	FT.	(M)
18	(450)	1'-2"	(0.36)
24	(600)	1'-5"	(0.44)
30	(750)	1'-8"	(0.52)
36	(900)	1'-11"	(0.60)
42	(1050)	2'-2"	(0.68)
48	(1200)	2'-5"	(0.76)



1
C4.0

HDPE PIPE INSTALLATION DETAIL

N.T.S.

GENERAL NOTES:

A. MATERIALS
1. THERMOPLASTIC PIPE
POLYETHYLENE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 294, LATEST EDITION. DESIGNATION OF TYPE: TYPE S: THIS PIPE WILL HAVE A FULL CIRCULAR CROSS SECTION, WITH AN OUTER CORRUGATED PIPE WALL AND A SMOOTH INNER LINER.

2. BEDDING MATERIAL AND STRUCTURAL BACKFILL
BEDDING AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF TABLE 1.

B. JOINTS
1. JOINTS FOR THERMOPLASTIC PIPE SHALL MEET THE PERFORMANCE REQUIREMENTS OF SOILTIGHTNESS UNLESS WATERTIGHTNESS IS SPECIFIED.
2. SUITABLE JOINTS CAN BE OBTAINED WITH THE FOLLOWING TYPES OF CONNECTIONS:
A) CORRUGATED BANDS (WITH OR WITHOUT GASKETS)
B) BELL AND SPIGOT PIPE ENDS (WITH OR WITHOUT GASKETS)
C) DOUBLE BELL COUPLINGS (WITH OR WITHOUT GASKETS)

C. INSTALLATION
1. MINIMUM TRENCH WIDTHS SHALL MEET THE REQUIREMENTS OF TABLE 3.
2. THE MIDDLE THIRD OF THE BEDDING MATERIAL UNDER THE PIPE SHOULD BE LOOSELY PLACED, WHILE THE REMAINDER SHALL BE COMPACTED TO A MINIMUM 90% OF MAXIMUM DENSITY PER AASHTO T 99.
3. A MINIMUM OF 4 INCHES OF BEDDING SHALL BE PROVIDED PRIOR TO PLACEMENT OF THE PIPE.
4. STRUCTURAL BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING AN 8 INCH LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE TO AN ELEVATION NOT LESS THAN 12 INCHES ABOVE THE TOP OF THE PIPE. A MINIMUM COMPACTION LEVEL OF 90% STANDARD DENSITY PER AASHTO T 99 SHALL BE ACHIEVED.
5. MINIMUM COVER REQUIREMENTS SHALL MEET THE REQUIREMENTS OF TABLE 2.
6. FOR MULTIPLE INSTALLATION OF POLYETHYLENE PIPES, A CLEAR DISTANCE BETWEEN PIPES SHALL MEET THE REQUIREMENTS OF TABLE 4.
7. CALCULATIONS FOR FILL DEPTHS ARE BASED ON PROPERTIES DEFINED IN AASHO M294 AND CALCULATIONS IN AASHTO SEC. 18.

DATE: FEBRUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: NTS
PROJECT #: 16032

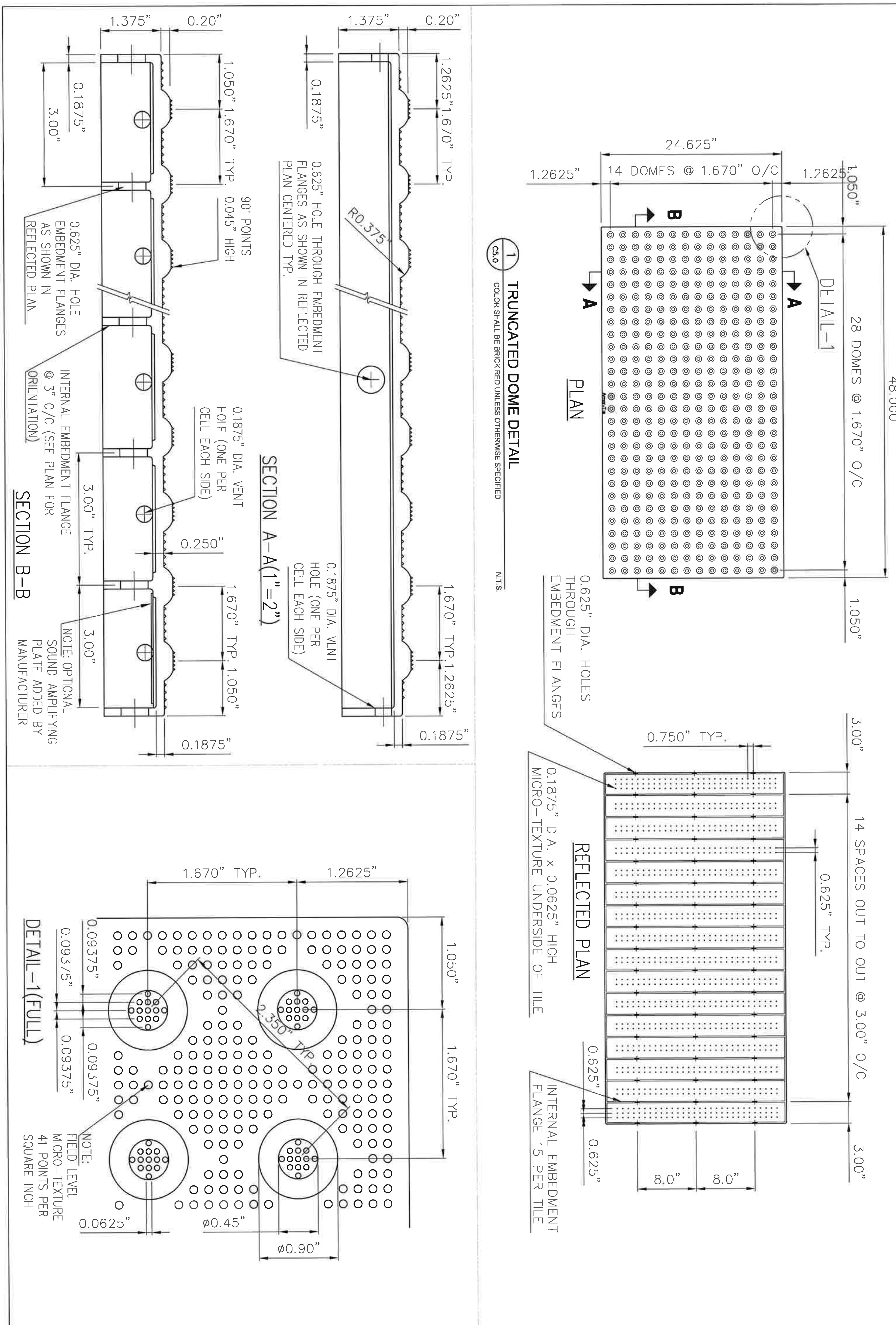
SHEET NUMBER#:
C4.0

REVISIONS:

GARRARD ROAD
SIDEWALK IMPROVEMENTS
STARKVILLE, MS

CONSTRUCTION DETAILS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143



DATE: FEBRUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: NTS
PROJECT #: 16032

SHEET NUMBER#:
C5.0

REVISIONS:

GARRARD ROAD
SIDEWALK IMPROVEMENTS
STARKVILLE, MS

CONSTRUCTION DETAILS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR RESPONSIBLE FOR ENSURING ALL PROPOSED SIDEWALK MEET CURRENT ADA REQUIREMENTS. ALL SIDEWALK CROSS-SLOPE SHALL BE SET AT A MAXIMUM OF 1% SLOPE. ANY SIDEWALK THAT DOES NOT MEET ADA REQUIREMENTS SHALL BE REMOVED AND REPLACED IN ORDER TO MEET AT THE EXPENSE OF THE CONTRACTOR.
2. CONTRACTOR TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, AND ANY AND ALL OTHER ITEMS OF WORK INCIDENTAL TO THE COMPLETION OF THE WORK INDICATED IN THE PLANS. THE QUANTITIES INDICATED IN THE PLANS ARE APPROXIMATE ONLY AND FINAL PAYMENT WILL BE MADE FROM MEASURED QUANTITIES OF WORK ACTUALLY IN PLACE. INCREASES OR DECREASES IN THE QUANTITIES OF WORK OUTLINED IN THE GENERAL CONDITIONS ARE ACCEPTABLE.
3. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, CONTRACTOR SHALL MAKE 8-1-1 CALL FOR THE LOCATIONS OF ALL PERTINENT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK PRIOR TO COMMENCING ANY NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNKNOWN UTILITIES AND THE RELOCATION THEREOF. CONTRACTOR RESPONSIBLE FOR ADJUSTING ANY CONFLICTING APPURTENCES. DAMAGE TO EXISTING UTILITIES OR RELOCATION OF SAME NECESSARY TO ACCOMMODATE NEW CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. REPAIRS OR RELOCATIONS SHALL BE TO THE SATISFACTION OF THE UTILITY OWNER(S).
4. CONTRACTOR RESPONSIBLE FOR PREVENTING SILT AND DEBRIS FROM ENTERING DITCH, CULVERTS, OR INLETS DURING CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE FOR LEAVING JOB SITE IN CLEAN AND PRESENTABLE MANNER.
6. CONTRACTOR TO WORK WITHIN CONSTRUCTION ACCESS LIMITS AND EXISTING TEMPORARY CONSTRUCTION EASEMENTS ATTAINED BY THE CITY SHOWN ON THE ATTACHED PLAN. ANY ADDITIONAL EASEMENTS NEEDED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL EXISTING SIGNS SHALL BE MAINTAINED THROUGH CONSTRUCTION OR REMOVED / REPLACED AS DIRECTED BY THE CITY ENGINEER. ALL SIGNS AND SIGN INSTALLATION MUST MEET MUTCD REQUIREMENTS.
8. ALL CONSTRUCTION MATERIALS AND METHODS TO MEET OR EXCEED THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MISSISSIPPI DEPARTMENT OF TRANSPORTATION, LATEST EDITION, AND THE CITY OF STARKVILLE ORDINANCES, LATEST EDITION.
9. EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE "PLANNING & DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT & STORM WATER" MANUAL - CURRENT EDITION. THE CONTRACTOR IS REQUIRED TO DESIGN, INSTALL AND MAINTAIN EROSION MEASURES AS NECESSARY. EROSION CONTROL SHALL BE CONSIDERED A SUBSIDIARY ITEM.
10. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) CURRENT EDITION. TRAFFIC CONTROL AND JOBSITE SAFETY ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. TRAFFIC WARNING AND DIRECTIONAL SIGNS ARE TO BE FURNISHED AND MAINTAINED BY CONTRACTOR DURING DURATION OF PROJECT. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL PLAN (AND MAINTENANCE THEREOF) INCLUDING BUT NOT LIMITED TO SAFELY NAVIGATING TRAFFIC AROUND CONSTRUCTION SITE, NECESSARY SIGNAGE, ETC. CONTRACTOR SHOULD ENSURE THAT TRAFFIC FLOW IS NOT PROHIBITED AND THAT ALL TRAVEL LANES ARE OPEN AT THE END OF EACH WORKING DAY. THE CITY OF STARKVILLE IS NOT RESPONSIBLE FOR TRAFFIC CONTROL. THIS SHOULD BE CONSIDERED A SUBSIDIARY DUTY AND SHOULD BE PAID FOR UNDER OTHER PAY ITEMS.
11. CONTRACTOR SHALL CONTACT THE CITY ENGINEERING DEPARTMENT A MINIMUM 48 HOURS PRIOR TO BEGINNING WORK ON THE PROJECT SITE.
12. ON-SITE REPRESENTATIVE WILL POSSESS AT ALL TIMES -
    1) CONSTRUCTION PLANS
    2) TRAFFIC CONTROL PLAN
    3) EROSION CONTROL PLAN
13. DAMAGE TO EXISTING UTILITIES OR RELOCATION OF SAME NECESSARY TO ACCOMMODATE NEW CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. REPAIRS OR RELOCATIONS SHALL BE TO THE SATISFACTION OF THE UTILITY OWNER(S).
14. CONSTRUCTION PHASE TESTING OF EARTHWORK, CONCRETE, AND BITUMINOUS MATERIALS SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND FURNISHED BY THE OWNER UNLESS OTHERWISE NOTED.
15. RE-TESTING OF MATERIALS OR WORKMANSHIP NOT MEETING JOB REQUIREMENTS SHALL BE PAID BY THE CONTRACTOR.
16. **SUBSIDIARY DUTIES** ARE TO BE PAID FOR UNDER OTHER CONTRACTUAL PAY ITEMS AND WILL INCLUDE BUT ARE NOT LIMITED: SHAPING & GRADING, EXCESS EXCAVATION, BORROW EXCAVATION, HAUL-OFF AND DISPOSAL OF DEMOLISHED MATERIALS AND GENERAL DEBRIS, CLEARING & GRUBBING OF EXISTING VEGETATION AND TREES, TRAFFIC CONTROL, EROSION CONTROL, AND ANY SAWCUT TO FORM CLEAN TIE-IN POINTS.
17. CONTRACTOR RESPONSIBLE FOR ENSURING THAT SIDEWALK DOES NOT OBSTRUCT EXISTING STORM WATER FLOW INTO ANY EXISTING DITCH, CULVERT, OR INLET. SIDEWALK SHOULD BE **FLUSH WITH EXISTING GRADE** IN SUCH A WAY THAT STORM WATER FLOWS OVER SIDEWALK AND DOES NOT STAND OR POOL ALONG SIDEWALK
18. ANY ITEMS REQUIRED TO COMPLETE THIS PROJECT NOT INCLUDED IN THESE PLANS SHOULD BE PAID FOR UNDER 4"CONCRETE SIDEWALK (5' WIDE) / BUS STOP PAD.
19. CONTRACTOR TO PROTECT ALL STRUCTURES INCLUDING BUT NOT LIMITED TO CONCRETE CURB & GUTTER, DRIVEWAYS, ASPHALT, FENCES, LANDSCAPING, AND TREES NOT DESIGNATED FOR REMOVAL. ANY DAMAGED EXISTING STRUCTURES SHALL BE REPAIRED AT NO EXPENSE TO THE CITY PRIOR TO THE ACCEPTANCE OF COMPLETED IMPROVEMENTS.
20. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL, MAINTAINING ACCESS THROUGH JOB SITE AFTER DAILY CONSTRUCTION HAS CEASED, AND COORDINATED WITH AFFECTED PROPERTY OWNERS TO ENSURE ANY NEEDED ACCESS TO DRIVEWAYS.
21. THE ESTABLISHMENT OF PERMANENT VEGETATION IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL APPLY TO ALL DISTURBED AREAS AND FILL AREAS. PAYMENT FOR THIS ITEM SHALL BE PAID FOR UNDER PAY ITEM "ESTABLISHMENT OF PERMANENT VEGETATION (PER S-214 SEEDING, GREEN BOOK)" AND SHALL MEET ALL REQUIREMENTS SET FORTH IN THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (GREEN BOOK) SECTION S-214-SEEDING FOR THE APPROPRIATE TIME OF YEAR. ALL FILL MATERIAL SHALL BE STABILIZED AS SOON AS POSSIBLE TO PREVENT EROSION IN ACCORDANCE WITH APPLICATION RATES REQUIRED IN THE GREEN BOOK. THE PAYMENT FOR THIS WORK SHALL BE PAID FOR ON A LUMP SUM BASIS.

ESTIMATED QUANTITIES

PAY ITEM	QUANTITY	UNIT
4" CONCRETE SIDEWALK (5' WIDE) / BUS STOP PAD	2415.0	SF
24" HDPE STORM PIPE (INCLUDE BEDDING AND BACKFILL)	20.0	LF
18" HDPE STORM PIPE (INCLUDE BEDDING AND BACKFILL)	10.0	LF
24" x 48" TRUNCATED DOMES (BRICK RED)	3.0	EA
EROSION CONTROL & ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS
100 LB. LIMESTONE RIP RAP	80.0	TONS

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:03.02.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of acceptance of the low quote for the Montgomery Street/ Highway 12 Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract.

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

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering Department

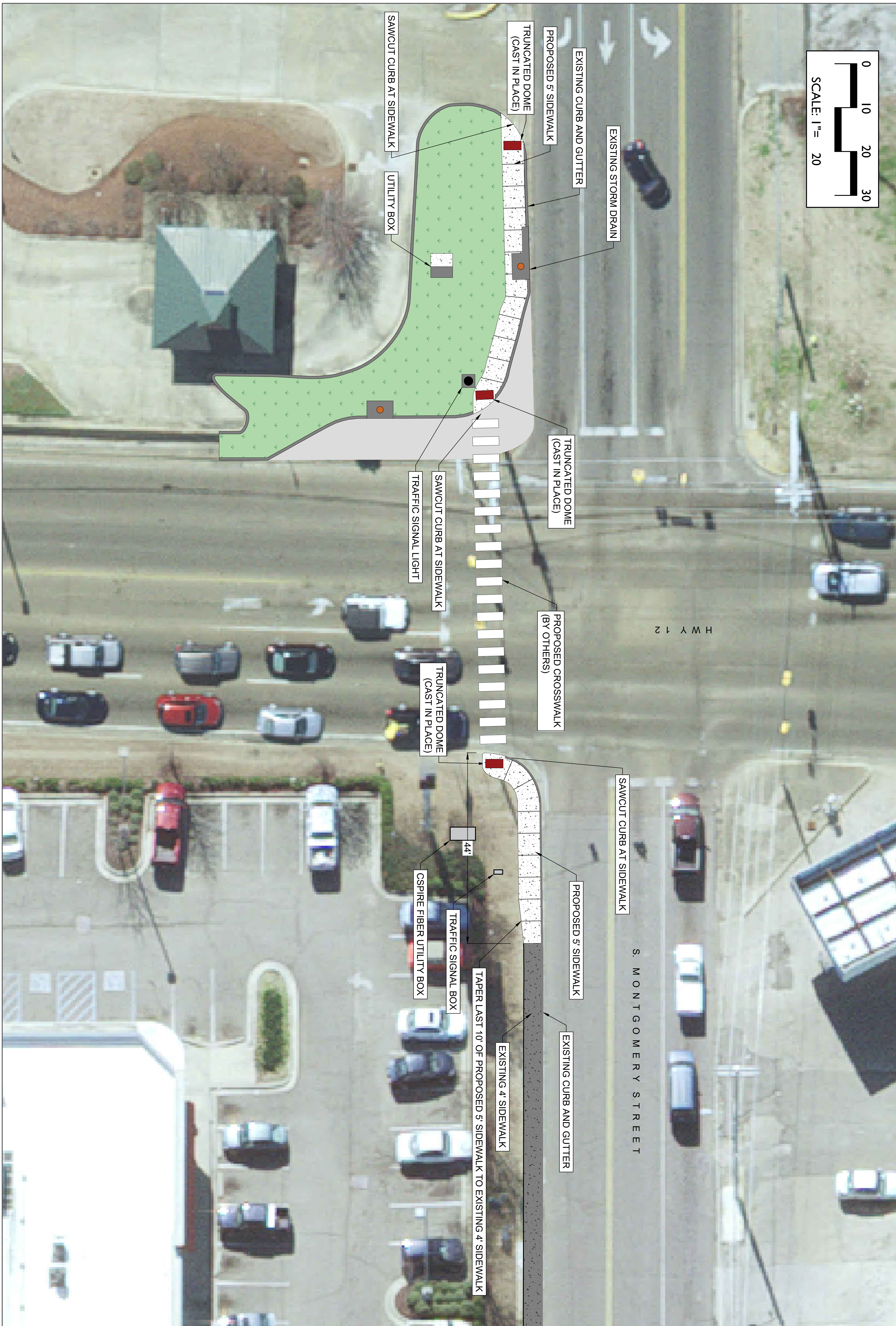
DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans for the proposed sidewalk project at the intersection of Hwy 12 and Montgomery street. This project entails building a sidewalk connection from existing sidewalks and accompanying ADA ramps on the east side of Montgomery Street at the Highway 12 intersection. This segment will fill in a missing link along this corridor and provide a much needed crossing location of Highway 12.
We received 2 quotes on the project which are found below:

				H & H Construction and Excavating, llc		Groundstone Construction	
Item No.	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	4" CONCRETE SIDEWALK (5' WIDE)	590.0	SF	$ 11.00	$ 6,490.00	$ 24.00	$ 14,160.00
2	24" x 48" TRUNICATED DOME (BRICK RED)	3.0	EA	$ 400.00	$ 1,200.00	$ 225.00	$ 675.00
3	SAWCUT, ALL PAVEMENTS	16.0	LF	$ 20.00	$ 320.00	$ 25.00	$ 400.00
				Total:	$ 8,010.00	Total:	$ 15,235.00
				LOW QUOTE			

SUGGESTED MOTION: Move for approval to accept the low quote for the Montgomery Street/ Highway 12 Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract.



DATE: JANUARY 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: 1:20
PROJECT #: 21007

REVISIONS:

SHEET NUMBER#:
C1.0

S. MONTGOMERY SIDEWALK IMPROVEMENTS
STARKVILLE, MS

PROPOSED IMPROVEMENTS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143

AGENDA ITEM DEPT.: Engineering

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 03.02.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of accepting the reimbursement from ATMOS Energy in the amount of $21,922 for asphalt repairs on West Main Street, Harlem Street and Roosevelt Taylor Street, dispersing these funds into the City's Street Improvement Program Budget and authorizing the Mayor to sign the Release Form.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

In the fall of 2020, ATMOS Energy replaced several aging gas lines and all the accompanying service lines and taps on West Main, Harlem Street and Roosevelt Taylor Street. This work required the asphalt roadways to be cut in many locations.
There is a proposed Utilities Department project in this same neighborhood where the existing waterlines are being proposed to be replaced along with the accompanying service taps. This work will be more impactful on the roadway and is proposed to start in April.

With this proposed utility construction and the current condition of the roadway, it was proposed to ATMOS to compensate the City for the cost of their repairs. These funds, along with those provided by the Utilities Department, will cover the cost of the repairs and an overlay for Harlem and Roosevelt Taylor streets. West Main is currently on the 2021 Street Improvement Listing.

Attached is a release form that ATMOS has requested the City execute releasing them from their responsibilities to maintain and repair the asphalt patches in lieu for the payment. The City Attorney has previously reviewed this document.

SUGGESTED MOTION: Move for approval of accepting the reimbursement from ATMOS Energy in the amount of $21,922 for asphalt repairs on West Main Street, Harlem Street and Roosevelt Taylor Street, dispersing these funds into the City's Street Improvement Program Budget and authorizing the Mayor to sign the Release Form.

RELEASE IN FULL

For and in consideration of the sum of Twenty-One Thousand Nine Hundred and Twenty-Two Dollars ($21,922.00), the receipt and sufficiency of which is hereby acknowledged and confessed (the "Payment"), the City of Starkville, Mississippi, (hereinafter the "City"), does hereby compromise, settle and fully release and forever discharges Atmos Energy Corporation and its respective agents, representatives, contractors, subcontractors, attorneys, employees, successors and assigns (the "Released Parties"), of and from, and agrees not to file suit in regard to, any and all claims, rights, demands, controversies, actions, and/or causes of action the City has, has held, and/or may now own or hold relating to or arising out of the West Main Street construction project for the replacement of a natural gas pipeline on the City's real property ("Project") in Starkville, Oktibbeha County, MS including, but not limited to, damages to roads, asphalt, rock, culverts, buildings, surface improvements, ponds, tanks, any loss of access, and/or other property (real and/or personal) relating to or arising out of the Project whether sought through inverse condemnation, breach of contract, trespass, negligence, and/or otherwise as well as any other amounts owed to the City related to the Project. The City acknowledges and agrees that the Payment includes all reasonably anticipated claims or damages alleged by, or which could be alleged by, the City related to the Project.

The City hereby warrants that it is the sole legal holder and owner of the claims hereby released. Further, the undersigned individual represents and warrants that: (a) they have the legal capacity to and are duly authorized to execute and deliver this Release; (b) they have taken all action and obtained all consent, if any, necessary to authorize the execution and delivery of this Release; and (c) this Release is a legal, valid, and binding obligation, enforceable in accordance with its terms.

It is understood and agreed that the aforementioned Payment is the total consideration for this Release and that the Payment herein made is in compromise of a disputed claim and is not to be construed as an admission of liability by or on behalf of the Released Parties.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. All other prior negotiations and agreements pertaining to the subject matter hereof are merged into this Release. The City hereby expressly disclaims reliance upon any facts, promises, undertakings, representations, or omissions made by the Released Parties or any other party or person.

The City further states that it has carefully read the foregoing Release and knows the contents thereof and has signed the same as its own free act and deed.

The terms and conditions of this Release shall be spread upon the minutes of the City's governing board as required by law.

In the event of a dispute or material breach, this Release shall be governed and construed under the laws of the State of Mississippi.

EXECUTED this ____ day of _________ 2021.

City of Starkville, Mississippi

____
Name: __________________________
Title: ____________________________

STATE OF MISSISSIPPI §
§
COUNTY OF OKTIBBEHA §

BEFORE ME, the undersigned notary public in and for the State of Mississippi, on this day personally appeared _____________ the ________ of the City of Starkville, Mississippi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of ________________ 2021.

____
Notary Public in and for Said County
and State of Mississippi

My Commission Expires:

____

AGENDA ITEM DEPT.: Finance

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE 03/02/2021
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 24, 2021 is $1,413,777.12
Of which the claims amount for Starkville Utilities is $797,455.16

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 24, 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.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 2/12/2021 - 2/24/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-000-054-205	849.28
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-000-054-205	24.00
MARK E. SHAW	17	02/19/2021	CONTRACT LABOR 02/08/21 - 02/19/21	001-000-054-205	45.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0033176	02/23/2021	AD VALOREM TAXES - JANUARY 2021	001-000-200-084	2,969.32
				Outstanding Total:	**3,917.60**
Paid					
CORY SHIERS	1328597-0221	02/12/2021	REST. FROM D. PRESTON/DKT#1328597	001-000-149-691	200.00
				Paid Total:	**200.00**
				Department 000 - UNDESIGNATED Total:	**4,117.60**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-100-604-330	77.34
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	180.70
				Outstanding Total:	**258.04**
				Department 100 - BOARD OF ALDERMEN Total:	**258.04**
Department: 110 - MUNICIPAL COURT					
Outstanding					
TYLER TECHNOLOGIES	025-322170	01/20/2021	MONTHLY COURT MAINT-FEB. 2021	001-110-600-301	175.00
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-110-604-330	77.34
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	26226464	02/09/2021	QLA19783	001-110-604-330	2.03
CANON FINANCIAL SERVICES, INC	26226575	02/09/2021	SKA12799	001-110-604-330	117.46
CANON FINANCIAL SERVICES, INC	26227019	02/09/2021	23D03532	001-110-604-330	89.65
MS LAW RESEARCH INSTITUT	5276	02/10/2021	THUMB DRIVE	001-110-501-200	5.00
AMAZON CAPITAL SERVICES, INC.	17Y9-L9JN-1GWN	02/15/2021	COPY PAPER, PAPER CLIPS, TAPE, STICKY NOTES	001-110-501-200	146.91
AMAZON CAPITAL SERVICES, INC.	1N17-44WY-3RLC	02/21/2021	PADDED ENVELOPES, REGISTER ROLLS, ENVELOPES	001-110-501-200	87.13
PETTY CASH VOUCHERS	02.23.21B	02/23/2021	COMMAND HOOKS & POSTAGE (RETURN BOOKS)	001-110-604-330	18.72
TYLER TECHNOLOGIES	025-324589	03/01/2021	MONTHLY COURT MAINT-MARCH 2021	001-110-600-301	175.00
				Outstanding Total:	**934.25**
				Department 110 - MUNICIPAL COURT Total:	**934.25**
Department: 120 - MAYORS OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4035338013	02/01/2021	NZG06107	001-120-604-330	65.74
CANON SOLUTIONS AMERICA	4035338081	02/01/2021	JME15733	001-120-604-330	27.10

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	40.01
RETAIL STRATEGIES, LLC	248-6.	02/05/2021	ANNUAL CONSULTING FEE	001-120-600-300	15,000.00
CANON FINANCIAL SERVICES, INC	26226908	02/09/2021	3AC01310	001-120-604-330	81.05
				Outstanding Total:	**15,291.24**
				Department 120 - MAYORS OFFICE Total:	**15,291.24**
Department: 123 - IT					
Outstanding					
CONVERGINT TECHNOLOGIES, LLC	203SK0060B	08/31/2020	CAMERA SOFTWARE & VIDEO STORAGE	001-123-918-805	5,061.48
GARNER COMPUTER SERVICE	1046464	09/28/2020	MAINTENANCE AGREEMENT FOR FY2021	001-123-600-300	6,000.00
KNOWBE4, INC	INV116433	01/14/2021	SECURITY AWARENESS TRAINING SUBSCRIPTION	001-123-600-300	2,371.39
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-123-604-330	77.34
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	433.72
MATTHEW ADDY	908080	02/08/2021	SURGE PROTECTOR, EXTENSION CABLES	001-123-501-200	72.20
CANON FINANCIAL SERVICES, INC	26228384	02/09/2021	XUW04732	001-123-604-330	124.14
JOEL CLEMENTS	INV0033172	02/09/2021	REIMB GATE.COM CHARGES	001-123-600-300	227.25
CIVICPLUS	208840	03/01/2021	ANNUAL FEE WEBHOSTING & MEDIA STORAGE	001-123-600-300	7,254.71
				Outstanding Total:	**21,622.23**
				Department 123 - IT Total:	**21,622.23**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
QUILL CORPORATION	14247232	01/29/2021	POST ITS, COPY PAPER, PENS	001-145-501-200	35.43
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-145-604-330	77.34
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
SAFEGUARD BUSINESS SYSTEMS	034418397	02/04/2021	MINUTE BOOK PAPER	001-145-501-200	144.21
QUILL CORPORATION	14316080	02/04/2021	RULED PADS, EXPANDING POCKETS, POST ITS	001-145-501-200	82.84
CANON FINANCIAL SERVICES, INC	26226575	02/09/2021	SKA12799	001-145-604-330	117.47
CANON FINANCIAL SERVICES, INC	26228273	02/09/2021	XUG04616	001-145-604-330	530.40
NEXTSTEP INNOVATION	NSI19896	02/10/2021	2 DELL MONITORS & STANDS	001-145-918-805	617.00
PETTY CASH VOUCHERS	02.12.21	02/12/2021	2 PK SURGE PROTECTORS	001-145-501-200	10.57
PETTY CASH VOUCHERS	02.23.21B	02/23/2021	COMMAND HOOKS & POSTAGE (RETURN BOOKS)	001-145-501-200	8.44
				Outstanding Total:	**1,663.71**
				Department 145 - OTHER ADMINISTRATIVE Total:	**1,663.71**
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	406027	02/17/2021	LEGAL FEES -GENERAL MATTERS	001-169-600-302	4,298.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	406028	02/22/2021	LEGAL FEES - LITIGATED MATTERS	001-169-600-312	4,199.01
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	406028A	02/22/2021	ANNEXATION	001-169-600-312	15,887.70
				Outstanding Total:	**24,384.71**
				Department 169 - LEGAL Total:	**24,384.71**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 180 - HUMAN RESOURCES					
Outstanding					
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.48
FEDEX	7-265-61055	02/03/2021	SHIPPING CHARGES/TIMECLOCK SYSTE	001-180-691-505	28.03
CANON FINANCIAL SERVICES, INC	26228384	02/09/2021	XUW04732	001-180-604-330	124.15
FEDEX	7-272-91179	02/10/2021	SHIPPING CHARGES/TIMECLOCK SYSTE	001-180-691-505	22.98
				Outstanding Total:	**221.64**
				Department 180 - HUMAN RESOURCES Total:	**221.64**
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4035338081	02/01/2021	JME15733	001-190-604-330	27.10
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	599.78
TIMOTHY GEDDIE	21053	02/09/2021	ARCHITECTURE REVIEW/SMOOTHIE KING	001-190-600-305	200.00
CANON FINANCIAL SERVICES, INC	26226908	02/09/2021	3AC01310	001-190-604-330	81.05
STARKVILLE DAILY NEWS	INV0033175	02/10/2021	ACCT # 312 -52 WEEK SUBSCRIPTION-COMMUNITY DEVELOP	001-190-501-200	121.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-190-525-231	6.00
				Outstanding Total:	**1,112.26**
				Department 190 - CITY PLANNER Total:	**1,112.26**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
QUILL CORPORATION	14247232	01/29/2021	POST ITS, COPY PAPER, PENS	001-192-510-220	56.90
QUILL CORPORATION	14395121	02/04/2021	2 REAMS COPY PAPER	001-192-510-220	1.70
CINTAS	4075395087	02/09/2021	HAND SANITIZING STANDS 02.09.21	001-192-510-220	11.26
CINTAS	4075395091	02/09/2021	CITY HALL 02.09.21	001-192-510-220	31.29
ATMOS ENERGY	INV0033182	02/10/2021	# 4012591687/CITY HALL	001-192-625-380	1,115.58
PETTY CASH VOUCHERS	02.23.21	02/23/2021	MICROBAN DISINFECTANT	001-192-510-220	5.82
				Outstanding Total:	**1,222.55**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**1,222.55**
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
CANON SOLUTIONS AMERICA	4035338081	02/01/2021	JME15733	001-197-604-330	27.10
CADENCE /ELAN VISA	H340676606	02/05/2021	HP/ INK CARTRIDGE	001-197-501-200	108.52
CANON FINANCIAL SERVICES, INC	26226908	02/09/2021	3AC01310	001-197-604-330	81.05
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-197-525-231	2.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-197-525-231	37.46
MARK E. SHAW	17	02/19/2021	CONTRACT LABOR 02/08/21 - 02/19/21	001-197-600-308	45.00
				Outstanding Total:	**410.84**
				Department 197 - ENGINEERING Total:	**410.84**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	457052	10/19/2020	S-64 OIL CHANGE	001-201-630-360	38.95

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRI-STARR MUFFLER & BRAKE	457065	10/23/2020	#4279 WATER PUMP, OIL CHANGE, FILTER, COOLANT	001-201-630-360	1,223.74
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	2055TSC	11/25/2020	4 GLOCK 17 GEN 5	001-201-556-251	2,002.00
TRI-STARR MUFFLER & BRAKE	041151	12/15/2020	S-1 OIL AND FILTER CHANGE	001-201-630-360	42.95
TRI-STARR MUFFLER & BRAKE	041180	12/22/2020	#1902 OIL COOLER LINE, TRANS FLUID	001-201-630-360	249.04
STARKVILLE FAMILY PRACTICE	SFP126570X142890	12/23/2020	MEDICAL BILL FOR D. LUCIOU	001-201-541-240	350.00
FBINAA - FBI NATIONAL ACADEMY	2021	01/05/2021	2021 MEMBERSHIP DUES/MARK BALLARD ID#51837	001-201-690-555	115.00
WATERMARK PRINTERS LLC	13788	01/20/2021	BUSINESS CARDS/GRAHAM	001-201-615-343	36.00
WATERMARK PRINTERS LLC	13799	01/26/2021	BUSINESS CARDS/LASKER, MITTAN, WOODS, COLEMAN	001-201-615-343	144.00
IVY AUTO PARTS, LLC.	656124	01/26/2021	BATTERY UNDER WARRANTY	001-201-630-360	46.23
BOB'S MOBILE RADIO	316076	01/29/2021	INSTALL RADIOSYSTEM IN NEW CHARGER #1	001-201-630-360	360.00
AXON ENTERPRISE, INC	SI-1713308	01/30/2021	RIGHT HAND HOLSTERS -10, 5 LEFT-HAND HOLSTERS	001-201-556-251	1,105.05
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-201-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,052.35
AT&T PRIVATE LINE SERVICE	3124896409	02/01/2021	NCIC PRIVATE LINE SVC FEB. 2020	001-201-604-330	227.10
BOB'S MOBILE RADIO	316077	02/01/2021	INSTALL RADIOSYSTEM IN NEW CHARGER #2	001-201-630-360	300.00
CANON SOLUTIONS AMERICA	4035341337	02/01/2021	JMQ18879	001-201-635-369	48.64
CANON SOLUTIONS AMERICA	4035341688	02/01/2021	JMQ18878	001-201-635-369	64.69
AT&T GLOBAL	5805835	02/01/2021	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
BOB'S MOBILE RADIO	316078	02/02/2021	INSTALL RADIOSYSTEM IN NEW CHARGER #3	001-201-630-360	270.00
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,465.71
TOM ROBERSON	INV0033177	02/02/2021	REIMB PURCHASE OF PRIMETRACKING LA CA	001-201-600-300	120.00
BOB'S MOBILE RADIO	316081	02/03/2021	INSTALL RADIOSYSTEM IN NEW CHARGER #4	001-201-630-360	270.00
A-1 TOWING	021106	02/05/2021	HEADLIGHT BULB	001-201-630-360	44.99
PARKER-MCGILL *	122337	02/05/2021	LOOSE LUGNUTS,	001-201-630-360	51.86
MAGNOLIA BOTTLED WATER CO	47232	02/05/2021	5 FIVE GALLON BOTTLES OF WATER	001-201-501-200	40.00
PARKER-MCGILL *	122373	02/08/2021	OIL & FILTER CHANGE	001-201-630-360	53.81
CANON FINANCIAL SERVICES, INC	26226242	02/09/2021	2JH03938	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	26226353	02/09/2021	28X01513	001-201-635-369	81.24
CANON FINANCIAL SERVICES, INC	26226686	02/09/2021	XLG06726	001-201-635-369	292.04
BOB'S MOBILE RADIO	316083	02/10/2021	P61 ANTENNA REPAIRS	001-201-630-360	150.00
ATMOS ENERGY	INV0033183	02/10/2021	# 4022600568/POLICE STATIO	001-201-625-380	963.32
AT&T-NCIC MONITOR LINE	02.14.21	02/14/2021	ACCT#662-615-1467 637 059	001-201-604-330	42.60
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-201-525-231	30.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-201-525-231	2,469.46
NEXTSTEP INNOVATION	NSI19940	02/22/2021	DELL LATITUDE COMPUTER	001-201-918-805	2,405.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033170	02/23/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	123.62
FUELMAN / FLEETCOR	NP59641186	02/23/2021	FUEL REPORT 2/15/21 - 02/22/21	001-201-525-231	1,486.09

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	130-119325	03/01/2021	NCIC SERVER INTERFACE - 04.01.21-03.31.22	001-201-604-330	3,508.96
				Outstanding Total:	**23,049.11**
				Department 201 - POLICE DEPARTMENT Total:	**23,049.11**
Department: 246 - CODE ENFORCEMENT					
Outstanding					
VELEEKA NASH	INV0033178	02/10/2021	REIMB ACADEMY SPORTS PURCH/2 POLOS CODE ENFORCEMEN	001-246-555-250	21.38
				Outstanding Total:	**21.38**
				Department 246 - CODE ENFORCEMENT Total:	**21.38**
Department: 261 - FIRE DEPARTMENT					
Outstanding					
NAFECO	1064907	12/03/2020	SHUTOFFS, HYDRANT WRENCHES, ETC.	001-261-918-820	9,944.64
NORTHEAST EXTERM - FIRE ACCT	27800	01/04/2021	FIRE STATION # 1 / 01.04.21	001-261-558-269	22.00
AIRGAS USA, LLC	9977215458	01/31/2021	MONTHLY CYLINDER RENTAL	001-261-630-360	59.56
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-261-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
INTERSTATE BATTERY OF CNTRL MS	101371	02/05/2021	BATTERY FOR TRAINING TRUC	001-261-630-360	126.95
POWERSTROKE EQUIPMENT SALES & SVC	5307	02/05/2021	2 CAPS	001-261-630-360	15.98
BACKSTAGE MUSIC	89009	02/05/2021	FOG JUICE/SMOKE FLUID	001-261-600-390	109.16
AMAZON CAPITAL SERVICES, INC.	14JG-RFVD-PY91	02/06/2021	FOGGER SPRAY	001-261-555-208	95.95
O'REILLY AUTO PARTS	0997-179010	02/08/2021	MEGA CRIMP, HYD HOSE	001-261-630-360	37.04
LOWE'S-FIRE	902685	02/08/2021	UNIVERSAL STARTER, TAPE, BUCKET	001-261-630-360	105.22
LOWE'S-FIRE	911695	02/08/2021	LUMBER, HEX NUTS, PAINT	001-261-600-390	68.12
TELETEC COMMUNICATIONS, LLC	10238052	02/09/2021	2 LAPEL MICS	001-261-630-404	199.50
LOWE'S-FIRE	902783	02/09/2021	LUMBER	001-261-600-390	102.52
LOWE'S-FIRE	918373	02/09/2021	RETURN LUMBER	001-261-600-390	-44.42
WALMART -GENERAL CITY	06849	02/10/2021	RETURN BLIND	001-261-555-250	-6.88
WALMART -GENERAL CITY	09010	02/10/2021	LINENS FOR NEW FIREFIGHTER & CORDLESS BLI	001-261-555-250	58.23
LOWE'S-FIRE	901083	02/10/2021	BLIND	001-261-555-250	50.34
WALMART -GENERAL CITY	05757	02/11/2021	LINENS FOR NEW FIREFIGHTE	001-261-555-250	57.34
LOWE'S-FIRE	993471	02/11/2021	WASHER & BLINDS STATION 2	001-261-558-269	524.39
ATMOS ENERGY	INV0033181	02/11/2021	# 3020829684/FIRESTATION #	001-261-625-380	389.42
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-261-525-231	12.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-261-525-231	635.72
ATMOS ENERGY	INV0033180	02/19/2021	# 3017756705 /FIRESTATION	001-261-625-380	1,147.12
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033170	02/23/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	540.61
FUELMAN / FLEETCOR	NP59641186	02/23/2021	FUEL REPORT 2/15/21 - 02/22/21	001-261-525-231	110.03
STARKVILLE UTILITIES	INV0033185	02/24/2021	UTILITY BILLS BY DEPT	001-261-625-380	367.96
				Outstanding Total:	**15,529.73**
Paid					
NAFECO	1061719B	11/06/2020	LADDER BELTS, EXTINGUISHERS, WHEEL CHOCKS, LIFEPAK	001-261-918-820	12,819.10

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NAFECO	1066954	12/16/2020	TWO BOATS & TRAILER	001-261-555-262	21,308.00
				Paid Total:	**34,127.10**
			Department 261 - FIRE DEPARTMENT Total:		**49,656.83**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
CANON SOLUTIONS AMERICA	4035338081	02/01/2021	JME15733	001-281-604-330	27.12
CADENCE /ELAN VISA	KH30F B6A64-907	02/04/2021	VISTA PRINT/BUSINESS CARDS FOR STEIN	001-281-501-200	49.00
CANON FINANCIAL SERVICES, INC	26226908	02/09/2021	3AC01310	001-281-604-330	81.05
AMAZON CAPITAL SERVICES, INC.	11DN-MV4V-CT76	02/11/2021	DIGITAL SLOPE WALKER	001-281-555-250	298.18
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-281-525-231	4.00
TRUSTMARK NATIONAL BANK	03.18.21	02/24/2021	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	433.26
TRUSTMARK NATIONAL BANK	03.18.21	02/24/2021	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	18.11
				Outstanding Total:	**1,133.76**
			Department 281 - BUILDING/CODES OFFICE Total:		**1,133.76**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033170	02/23/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	79.92
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033171	02/23/2021	CIVIL AIR PATROL 99633-001	001-290-625-380	2.00
STARKVILLE UTILITIES	INV0033185	02/24/2021	UTILITY BILLS BY DEPT	001-290-625-380	51.93
				Outstanding Total:	**133.85**
			Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:		**133.85**
Department: 301 - STREET DEPARTMENT					
Outstanding					
CLARKE POWER SERVICES, IN	S120010471	11/04/2020	TRUCK#61A REPAIR TRANSMISSION	001-301-630-360	3,960.88
CLARKE POWER SERVICES, IN	S120010607 01	12/22/2020	JOB #1 026-000-000 TRANSMISSION REPAIR	001-301-630-360	2,787.05
LOWE'S-STREET	901153	01/05/2021	3 FT X100 FE CONTRACT	001-301-555-250	88.29
POLLAN & ASSOC. PA	21056	01/19/2021	SHIRTS FOR BOBBY & CHRIS REED	001-301-535-233	309.33
AUTOZONE	0426952580	01/26/2021	AIR FILTER, OIL, OIL FILTER	001-301-630-360	98.72
AUTOZONE	0426953046	01/27/2021	TERMINAL KIT	001-301-630-360	5.69
AUTOZONE	0426953047	01/27/2021	AIR FILTER, OIL FILTER, BRAKE CLEANER, WIRE TIES	001-301-630-360	89.32
AUTOZONE	0426953364	01/27/2021	CONTINENTAL BELT	001-301-630-360	26.87
OKTIBBEHA COUNTY COOPERATIVE	641578	01/27/2021	6 PAIR JEANS	001-301-535-233	90.00
CADENCE /ELAN VISA	1001133	01/29/2021	TRANSPO/CASTEK -PAINT FOR MAIN STREET LOGOS	001-301-565-272	822.00
SHERWIN WILLIAMS CO.	8540-6	01/29/2021	HIGHWAY WHITE PAINT, 4 MINI BALES HAY	001-301-565-272	226.63
AUTOZONE	0426956812	02/01/2021	WIPER BLADES	001-301-630-360	31.48
STARKVILLE AUTO PARTS	140660	02/01/2021	CFI FUEL ADDITIVE	001-301-525-231	72.98
COLD MIX, INC	15698	02/01/2021	COLD MIX	001-301-560-270	2,546.04
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
STARKVILLE AUTO PARTS	140705	02/02/2021	CFI FUEL ADDITIVE	001-301-525-231	75.98
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	280.25

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AUTOZONE	0426958391	02/03/2021	OIL AND OIL FILTER, FUEL TANK LOCK RING	001-301-630-360	111.90
BELL BUILDING SUPPLY, INC.	310580	02/04/2021	SPRAYERS	001-301-555-250	55.84
HILL MANUFACTURING COMPANY, INC.	82097	02/05/2021	HAND CLEANER, SAN MIST SANITIZER	001-301-555-250	263.28
APAC-MISSISSIPPI, INC	4000104026	02/06/2021	5.12 TONS OF ASPHALT	001-301-560-270	376.32
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0033173	02/08/2021	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	33.42
ATMOS ENERGY	INV0033184	02/08/2021	# 3020752444/STREET DEPT	001-301-625-380	818.73
CINTAS	4075395110	02/09/2021	STREET DEPT. 02.09.21	001-301-555-250	35.00
CINTAS FIRST AID & SAFETY	5051512103	02/09/2021	RESTOCK 1ST AID CABINET + SVC CHARGE	001-301-555-250	98.31
SOUTHLAND MACHINERY-JCB OF ALABAMA	20250L	02/10/2021	ELEMENTS & FILTERS FOR JCB	001-301-630-400	367.32
EAST MISSISSIPPI LUMBER CO	D76578	02/10/2021	WIRE ROPE, SLIP GOOK, QUICK LINK, STRAP	001-301-555-250	23.35
STARKVILLE AUTO PARTS	140931	02/12/2021	HYD FLUID, WIRE TIES	001-301-630-360	84.83
STARKVILLE AUTO PARTS	140941	02/12/2021	WINDSHIELD REPAIR KIT	001-301-630-360	13.99
STARKVILLE AUTO PARTS	140949	02/12/2021	HYD FLUID	001-301-630-360	159.80
POWERSTROKE EQUIPMENT SALES & SVC	5319	02/12/2021	CS MIX OIL	001-301-630-400	192.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-301-525-231	16.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-301-525-231	1,209.16
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033170	02/23/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	8,444.05
FUELMAN / FLEETCOR	NP59641186	02/23/2021	FUEL REPORT 2/15/21 - 02/22/21	001-301-525-231	25.98
TRUSTMARK NATIONAL BANK	03.18.21	02/24/2021	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	433.26
TRUSTMARK NATIONAL BANK	03.18.21	02/24/2021	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	18.12
STARKVILLE UTILITIES	INV0033185	02/24/2021	UTILITY BILLS BY DEPT	001-301-625-380	27,594.00
				Outstanding Total:	**52,238.73**
				Department 301 - STREET DEPARTMENT Total:	**52,238.73**

Department: 360 - ANIMAL CONTROL

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	001-360-604-330	77.33
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-360-525-231	74.22
FUELMAN / FLEETCOR	NP59641186	02/23/2021	FUEL REPORT 2/15/21 - 02/22/21	001-360-525-231	25.04
				Outstanding Total:	**178.59**
				Department 360 - ANIMAL CONTROL Total:	**178.59**

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SECURITY SOLUTIONS	203694	11/19/2020	CLOUD ACCESS FEE FOR 3 DOORS AT OUTLAW CENTER	001-550-630-426	360.00
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
PERRY WEATHER CONSULTING, INC.	3113	02/04/2021	SOFTWARE SUBSCRIPTION & ANNUAL TECH DATA FEE	001-550-690-555	1,805.00
LOWE'S- PARKS	901451	02/04/2021	LUMBER	001-550-501-110	102.52
AMAZON CAPITAL SERVICES, INC.	1K34-R9XF-HFWH	02/06/2021	30 WALL MOUNT SANITIZERS, FACE MASKS	001-550-501-200	27.99
AMAZON CAPITAL SERVICES, INC.	1K34-R9XF-HFWH	02/06/2021	30 WALL MOUNT SANITIZERS, FACE MASKS	001-550-501-415	627.07

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1XWX-M3LQ-QXLT	02/07/2021	HP INK CARTRIDGES	001-550-501-200	65.78
CANON FINANCIAL SERVICES, INC	26226020	02/09/2021	XUG02274	001-550-600-330	392.30
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	001-550-525-231	8.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	001-550-525-231	72.15
ATMOS ENERGY	INV0033179	02/19/2021	# 3018222235/PARKS ADMIN	001-550-600-340	389.71
BRITT ROOFING & MORE, LLC	INV0033169	02/23/2021	REFUND 18U SOFTBALL TEAM SPONSORSHIP	001-550-949-978	400.00
STARKVILLE UTILITIES	INV0033185	02/24/2021	UTILITY BILLS BY DEPT	001-550-600-340	1,177.33
				Outstanding Total:	**5,565.00**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**5,565.00**
Department: 600 - CAPITAL PROJECTS					
Outstanding					
VALBRIDGE PROPERTY ADVISORS	MS03-21-1158	02/04/2021	APPRAISAL -OLD WP BRIDGE PRJT	001-600-912-806	2,250.00
CLARION LEDGER, THE	3685511	02/11/2021	ACCT #419770 ERBR-53	001-600-912-806	134.62
				Outstanding Total:	**2,384.62**
Paid					
JOYCE MARIE COCKRELL	INV0033163	02/20/2021	PERMANENT EASEMENT	001-600-912-806	6,000.00
				Paid Total:	**6,000.00**
				Department 600 - CAPITAL PROJECTS Total:	**8,384.62**
Department: 900 - INTERFUND TRANSACTIONS					
Outstanding					
OKT COUNTY	257080	02/28/2021	GT LINK INV# 257080 "PROJECT SHINE"	001-900-990-998	17.50
				Outstanding Total:	**17.50**
				Department 900 - INTERFUND TRANSACTIONS Total:	**17.50**
				Fund 001 - GENERAL FUND Total:	**211,618.44**
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
T-SHIRT SHOP, THE	20210675	01/13/2021	DARE CAR-HALF WRAP	002-251-918-805	1,600.00
BOB'S MOBILE RADIO	316079	02/03/2021	INSTALL RADIO SYSTEM IN DARE DURANGO	002-251-918-805	960.00
				Outstanding Total:	**2,560.00**
				Department 251 - DRUG EDUCATION FUND Total:	**2,560.00**
				Fund 002 - RESTRICTED POLICE FUND Total:	**2,560.00**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
TITAN AVIATION FUELS	3382015	01/22/2021	JET A FUEL	015-505-525-233	15,218.38
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
VERIZON WIRELESS	9872519999	02/02/2021	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.48
WALMART -GENERAL CITY	06083A	02/06/2021	65" TV FOR TERMINAL BUILDING, TV MOUNT	015-505-691-550	593.96
MAXXSOUTH BROADBAND	INV0033186	02/06/2021	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	173.71
NESCO ELECTRICAL DISTRIBUTORS	S2439492	02/08/2021	LED BULBS	015-505-501-198	589.50
IVY AUTO PARTS, LLC.	657313	02/13/2021	GREASE GUN AND GREASE FITTINGS	015-505-570-273	44.97

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
RODNEY LINCOLN	136623	02/15/2021	BATTERIES FOR FUEL TANK OVERFLOW SYSTEM	015-505-630-400	626.23
				Outstanding Total:	17,402.94
				Department 505 - AIRPORT Total:	17,402.94
				Fund 015 - AIRPORT FUND Total:	17,402.94
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1606723	02/01/2021	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	2356254	02/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	437.13
GOLDEN TRIANGLE PLANNING & DEV. INC	9514	02/01/2021	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	235.50
GOLDEN TRIANGLE PLANNING & DEV. INC	9515	02/01/2021	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	9516	02/01/2021	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
STARKVILLE AUTO PARTS	140745	02/04/2021	DEF FLUID, PS FLUID, GREASE	022-322-525-231	819.56
NEWELL PAPER COMPANY	3126259	02/04/2021	CASE OF DISINFECTANT	022-322-555-250	65.88
FASTENAL COMPANY	MSSTA96353	02/05/2021	GLOVES & RAIN SETS	022-322-535-233	1,021.44
CROSSWAY TRUCKING LLC	020821F	02/08/2021	24.51 TONS CRBASE, 23.68 TONS CRBASE	022-322-610-374	1,457.75
GATEWAY TIRE & SERVICE CENTER	1018-138585	02/08/2021	TRUCK #98 2 NEW TIRES	022-322-630-360	608.34
STARKVILLE AUTO PARTS	140840	02/09/2021	TRUCK #100 BATTERY, PLIERS	022-322-630-360	197.80
OKTIBBEHA COUNTY COOPERATIVE	644571	02/10/2021	TIPS FOR SPRAY TANK	022-322-555-250	11.28
WALMART -GENERAL CITY	05834	02/11/2021	CLEANING SUPPLIES, BRUSH	022-322-555-250	48.13
STARKVILLE AUTO PARTS	140950	02/12/2021	V-BELT, DEX III	022-322-630-360	88.87
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4763	02/15/2021	FEBRUARY 2020 MONTHLY TESTING	022-322-525-231	66.00
FUELMAN / FLEETCOR	NP59619075	02/15/2021	FUEL REPORT 2/08/21 - 02/14/21	022-322-525-231	2,432.02
FUELMAN / FLEETCOR	NP59641186	02/23/2021	FUEL REPORT 2/15/21 - 02/22/21	022-322-525-231	844.11
TRUSTMARK NATIONAL BANK	03.18.2021	02/24/2021	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,604.22
TRUSTMARK NATIONAL BANK	03.18.2021	02/24/2021	#90089/STREET SWEEPER PAYMENT	022-322-830-873	139.37
SGK LANDSCAPES, LLC	PS17826	02/24/2021	HWY 12/AVE PATRIOTS MEDIAN- RELANDSCAPE	022-322-600-338	2,828.99
				Outstanding Total:	15,002.72
				Department 322 - SANITATION DEPARTMENT Total:	15,002.72
				Fund 022 - ENVIRONMENTAL SERVICES Total:	15,002.72
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1065907	07/10/2020	NEEL SCHAFFER - OCEDA BLDNG PAD JUNE 2020	303-600-600-309	2,255.64
OKT COUNTY SUPERVISORS	1065908	07/10/2020	NEEL SCHAFFER - OCEDA SPEC BLDNG PAD JUNE 2020	303-600-600-309	1,743.91
OKT COUNTY SUPERVISORS	1066884	08/14/2020	NEEL SCHAFFER- OCEDA BLDNG PAD JULY 2020	303-600-600-309	1,464.58
OKT COUNTY SUPERVISORS	1066885	08/14/2020	NEEL SCHAFFER - OCEDA SPEC BLDNG PAD JULY 2020	303-600-600-309	1,062.27
OKT COUNTY SUPERVISORS	1066629	09/10/2020	NEEL SCHAFFER - OCEDA BLDNG PAD AUG. 2020	303-600-600-309	17.50
OKT COUNTY SUPERVISORS	1066630	09/10/2020	NEEL SCHAFFER - OCEDA SPEC BLDNG PAD AUG. 2020	303-600-600-309	17.50
OKT COUNTY SUPERVISORS	1069370	01/16/2021	NEEL SCHAFFER - OCEDA BLDNG PAD JAN. 2021	303-600-600-309	524.94

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKT COUNTY SUPERVISORS	1069371	01/16/2021	NEEL SCHAFFER - OCEDA SPEC BLDNG PAD JAN. 2021	303-600-600-309	26.15
OKT COUNTY SUPERVISORS	1069372A	01/16/2021	NORTHSTAR SIGN SVCS THRU - JAN. 1, 2020	303-600-600-309	367.84
OKT COUNTY SUPERVISORS	LIN20921-2	02/09/2021	TELLOS, LLC -WATER TOWER LOGO DESIGN	303-600-600-309	260.00
OKT COUNTY SUPERVISORS	1069850	02/11/2021	NEEL SCHAFF OCEDA BLDNG PAD JAN. 2021	303-600-600-309	349.96
OKT COUNTY SUPERVISORS	1069851	02/11/2021	NEEL SCHAF OCEDA SPEC BLDNG PAD JAN. 2021	303-600-600-309	87.49
OKT COUNTY SUPERVISORS	125456	02/22/2021	HEADWATERS INV#125456	303-600-600-309	12,792.85
				Outstanding Total:	**20,970.63**
				Department 600 - CAPITAL PROJECTS Total:	**20,970.63**
				Fund 303 - INDUSTRIAL PARK BOND Total:	**20,970.63**
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
NEEL-SCHAFFER	1069361	01/16/2021	CORNERSTONE AS BUILTS/ NOV. 20-JAN. 21	380-551-600-945	5,273.48
SB CONSTRUCTION, LLC	PAY REQ. # 10	01/21/2021	CONTRACT #15405/CORNERSTONE PARK CONSTRUCTION	380-551-907-944	45,013.63
DALHOFF THOMAS DESIGN STUDIO	9751	02/09/2021	PROJ 18-367 CORNERSTONE PARK- JAN. 2021	380-551-600-945	25,475.00
SPORTS CONTRACTORS UNLIMITED	2102-01	02/22/2021	CORNERSTONE PARK-TURF CONTRACT	380-551-907-947	180,391.70
				Outstanding Total:	**256,153.81**
				Department 551 - PARK & REC TOURISM Total:	**256,153.81**
				Fund 380 - PARK BONDS 2020 Total:	**256,153.81**
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Paid					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0033168	02/23/2021	2% HOTEL/MOTEL TAX	610-000-147-656	12,371.84
				Paid Total:	**12,371.84**
				Department 000 - UNDESIGNATED Total:	**12,371.84**
				Fund 610 - TRUST & AGENCY Total:	**12,371.84**
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Paid					
MSU /2% TAX REVENUE	INV0033165	02/23/2021	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	32,096.62
O.C.E.D.A	INV0033166	02/23/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	24,072.48
STARKVILLE CONVENTIONS/VISITORS BUR	INV0033167	02/23/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	24,072.48
				Paid Total:	**80,241.58**
				Department 000 - UNDESIGNATED Total:	**80,241.58**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**80,241.58**
				Grand Total:	**616,321.96**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	211,618.44	40,327.10
002 - RESTRICTED POLICE FUND	2,560.00	0.00
015 - AIRPORT FUND	17,402.94	0.00
022 - ENVIRONMENTAL SERVICES	15,002.72	0.00
303 - INDUSTRIAL PARK BOND	20,970.63	0.00
380 - PARK BONDS 2020	256,153.81	0.00
610 - TRUST & AGENCY	12,371.84	12,371.84
630 - ECONOMIC DEV, TOURISM & CONV	80,241.58	80,241.58
Grand Total:	**616,321.96**	**132,940.52**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	918.28	0.00
001-000-149-691	MUNICIPAL COURT BON	200.00	200.00
001-000-200-084	TAXES DUE TO DOWNTO	2,969.32	0.00
001-100-604-330	COMMUNICATIONS	258.04	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	239.04	0.00
001-110-600-301	PROFESSIONAL SERVICE	350.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	345.21	0.00
001-120-600-300	PROFESSIONAL SERVICE	15,000.00	0.00
001-120-604-330	COMMUNICATIONS	291.24	0.00
001-123-501-200	SUPPLIES	72.20	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	15,853.35	0.00
001-123-604-330	COMMUNICATIONS	635.20	0.00
001-123-918-805	MACHINERY, EQUIPMEN	5,061.48	0.00
001-145-501-200	SUPPLIES	281.49	0.00
001-145-604-330	POSTAGE/COPIER/PHON	765.22	0.00
001-145-918-805	EQUIPMENT AND FURNI	617.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	4,298.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	20,086.71	0.00
001-180-604-330	COPIER/POSTAGE/PHON	170.63	0.00
001-180-691-505	TIME CLOCK SYSTEM	51.01	0.00
001-190-501-200	SUPPLIES	121.00	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	785.26	0.00
001-192-510-220	SUPPLIES	106.97	0.00
001-192-625-380	UTILITIES	1,115.58	0.00
001-197-501-200	SUPPLIES	108.52	0.00
001-197-525-231	GAS & OIL	39.46	0.00
001-197-600-308	ENGINEERING SERVICES	45.00	0.00
001-197-604-330	COMMUNICATIONS	185.48	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	40.00	0.00
001-201-525-231	GAS & OIL	3,985.55	0.00
001-201-541-240	PRISONER MEDICAL EXP	350.00	0.00
001-201-556-251	POLICE SUPPLIES	3,107.05	0.00
001-201-600-300	PROFESSIONAL SERVICE	120.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,619.04	0.00
001-201-615-343	PRINTING & BINDING	180.00	0.00
001-201-625-380	UTILITIES	1,086.94	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	3,101.57	0.00
001-201-635-369	COPIER RENTAL	886.61	0.00
001-201-690-450	GPS EXPENSES	1,052.35	0.00
001-201-690-555	DUES	115.00	0.00
001-201-918-805	MACHINERY, EQUIPMEN	2,405.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-246-555-250	SMALL TOOLS, ETC	21.38	0.00
001-261-525-231	GAS & OIL	757.75	0.00
001-261-555-208	JANITORIAL & PAPER SU	95.95	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	159.03	0.00
001-261-555-262	FIREHOUSE SUBS GRANT	21,308.00	21,308.00
001-261-558-269	BUILDING MAINTENANC	546.39	0.00
001-261-600-390	FIRE TRAINING	235.38	0.00
001-261-604-330	PHONES/CABLE/INTERN	477.43	0.00
001-261-625-380	UTILITIES	2,445.11	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	344.75	0.00
001-261-630-404	RADIO MAINTENANCE /	199.50	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-918-820	FIRE TRUCK EQUIPMENT	22,763.74	12,819.10
001-281-501-200	OFFICE SUPPLIES	49.00	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-555-250	SMALL TOOLS/EQUIPME	298.18	0.00
001-281-604-330	COPIER/PHONES/IPADS/	185.50	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	433.26	0.00
001-281-830-873	INTEREST (VEHICLES)	18.11	0.00
001-290-625-380	UTILITIES / CODE RED	133.85	0.00
001-301-525-231	GAS & OIL	1,400.10	0.00
001-301-535-233	UNIFORMS	399.33	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	564.07	0.00
001-301-560-270	CONSTRUCTION MATERI	2,922.36	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,048.63	0.00
001-301-604-330	COMMUNICATIONS	357.58	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	36,890.20	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	7,370.53	0.00
001-301-630-400	EQUIPMENT REPAIR &	559.32	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	433.26	0.00
001-301-830-873	INTEREST	18.12	0.00
001-360-525-231	GAS & OIL	101.26	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-501-110	FIELD SUPPLIES	102.52	0.00
001-550-501-200	OFFICE SUPPLIES	93.77	0.00
001-550-501-415	SPORTS PROGRAMS	627.07	0.00
001-550-525-231	GAS & OIL	80.15	0.00
001-550-600-330	PHONES/COPIERS/POST	432.31	0.00
001-550-600-340	UTILITIES	1,567.04	0.00
001-550-630-426	BUILDING MAINT/REPAI	360.00	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-550-690-555	DUES, FEES & LICENSES	1,805.00	0.00
001-550-949-978	PARK & REC REFUNDS	400.00	0.00
001-600-912-806	ERBR 53-420(01) OLD W	8,384.62	6,000.00
001-900-990-998	CONTINGENCY FUND	17.50	0.00
002-251-918-805	EQUIPMENT, VEHICLE, C	2,560.00	0.00
015-505-501-198	BUILDING REPAIRS & M	589.50	0.00
015-505-525-233	JET A FUEL PURCHASES	15,218.38	0.00
015-505-570-273	VEHICLE REPAIR PARTS	44.97	0.00
015-505-600-338	CONTRACT & LEGAL SER	173.71	0.00
015-505-604-330	CELL PHONE/POSTAGE	123.81	0.00
015-505-630-400	EQUIPMENT REPAIR &	626.23	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	593.96	0.00
022-322-525-231	GAS & OIL	4,161.69	0.00
022-322-535-233	UNIFORMS	1,021.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-555-250	SUPPLIES & SMALL TOOL	125.29	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,828.99	0.00
022-322-600-364	BILLING SERVICES	254.50	0.00
022-322-604-330	COMMUNICATIONS	77.33	0.00
022-322-610-374	RECYCLE AREA EXPENSE	1,457.75	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	895.01	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,604.22	0.00
022-322-830-873	INTEREST	139.37	0.00
303-600-600-309	LEGAL AND PROF SVCS E	20,970.63	0.00
380-551-600-945	CORNERSTONE PROFESS	30,748.48	0.00
380-551-907-944	CORNERSTONE LAND PR	45,013.63	0.00
380-551-907-947	TURF, ETC	180,391.70	0.00
610-000-147-656	DUE TO GOVERNMENT	12,371.84	12,371.84
630-000-147-657	DUE TO MISSISSIPPI STA	32,096.62	32,096.62
630-000-147-664	DUE TO VISITORS/CONV.	24,072.48	24,072.48
630-000-148-655	DUE TO OCEDA	24,072.48	24,072.48
	Grand Total:	**616,321.96**	**132,940.52**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		616,321.96	132,940.52
	Grand Total:	**616,321.96**	**132,940.52**

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	124	ATMOS ENERGY									
3020752702-2/21	02/19/21	0	Utility bill		03/03/21	684.96	.00	ACH			
3020752962-2/21	02/19/21	0	Utility bill		03/03/21	203.47	.00	ACH			
				VENDOR TOTAL:		888.43					
VENDOR:	186	BRENNTAG MID-SOUTH									
2/17/21 STMT	02/19/21	4545	Chemicals		03/03/21	6754.07	.00	ACH			
				VENDOR TOTAL:		6754.07					
VENDOR:	188	BOX CONSTRUCTION LLC									
2/03/21 - 3-6	02/19/21	0	Water & Sewer repairs		03/03/21	8573.00	.00	ACH			
				VENDOR TOTAL:		8573.00					
VENDOR:	202	BELL BUILDING SUPPLY									
311068	02/19/21	4697	Parts		03/03/21	46.32	.00	ACH			
311287	02/19/21	4705	Parts		03/03/21	14.04	.00	ACH			
				VENDOR TOTAL:		60.36					
VENDOR:	213	BOYD TREE SERVICE									
2/11/21	02/19/21	0	Tree Removal, Stump Grinding		03/03/21	2750.00	.00	CHK			
				VENDOR TOTAL:		2750.00					
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100244163.002	02/19/21	4678	Pipes-N Mont Project		03/03/21	17031.20	.00	ACH			
				VENDOR TOTAL:		17031.20					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3110316-00 & 01	02/22/21	4622	Valves		03/03/21	8433.16	.00	CHK			
3110372-000	02/22/21	4654	Parts		03/03/21	794.00	.00	CHK			
3110434-00 & 01	02/22/21	4670	Hydrants		03/03/21	1643.06	.00	CHK			
3110440-00 & 01	02/22/21	4671	Materials		03/03/21	2202.00	.00	CHK			
3110459-000	02/22/21	4673	Materials		03/03/21	540.00	.00	CHK			
3110475-00 & 01	02/22/21	4680	Materials		03/03/21	2779.50	.00	CHK			
				VENDOR TOTAL:		16391.72					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	496		EAST MISS LUMBER									
E79713	02/19/21	4695	Parts		03/03/21	43.57		.00	CHK			
				VENDOR TOTAL:			43.57					
VENDOR:	605		FERGUSON ENTERPRISES LLC									
1559964	02/22/21	8508	Parts		03/03/21	371.71		.00	CHK			
				VENDOR TOTAL:			371.71					
VENDOR:	637		FISHER SCIENTIFIC									
2184661	02/19/21	8500	Lab supplies		03/03/21	443.81		.00	CHK			
				VENDOR TOTAL:			443.81					
VENDOR:	639		GOLDEN TRIANGLE									
3062022021	02/19/21	0	Billing services		03/03/21	62.50		.00	ACH			
				VENDOR TOTAL:			62.50					
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER									
1018-138634	02/19/21	8504	Repairs		03/03/21	15.30		.00	CHK			
				VENDOR TOTAL:			15.30					
VENDOR:	702		HACH									
12313973	02/19/21	8501	Lab Supplies		03/03/21	96.57		.00	ACH			
12322106	02/19/21	8503	Lab supplies		03/03/21	505.28		.00	ACH			
				VENDOR TOTAL:			601.85					
VENDOR:	733		HILL MANUFACTURING									
81582	02/22/21	4638	Materials		03/03/21	1257.70		.00	CHK			
				VENDOR TOTAL:			1257.70					
VENDOR:	765		HYDRA SERVICE, INC.									
147152	02/19/21	4702	Parts		03/03/21	437.00		.00	ACH			
				VENDOR TOTAL:			437.00					

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								
1070-1074	02/22/21	0 Water & Sewer repairs		03/03/21	5251.25	.00	ACH			
1075-1076	02/22/21	0 Water & Sewer repairs		03/03/21	1697.50	.00	ACH			
			VENDOR TOTAL:		6948.75					
VENDOR:	1104	LANDERS SOUTH LLC								
77921	02/22/21	4414 Truck		03/03/21	26673.50	.00	CHK			
			VENDOR TOTAL:		26673.50					
VENDOR:	1105	LAWSON PRODUCTS, INC								
9308144222	02/22/21	4772 Supplies		03/03/21	237.60	.00	CHK			
			VENDOR TOTAL:		237.60					
VENDOR:	1205	LOWE'S								
01140	02/22/21	4715 Small equipment		03/03/21	93.99	.00	CHK			
02991	02/19/21	4701 Supplies		03/03/21	308.64	.00	CHK			
			VENDOR TOTAL:		402.63					
VENDOR:	1366	MS CROSS CONNECTION								
29716	02/22/21	4712 Testing		03/03/21	278.00	.00	ACH			
			VENDOR TOTAL:		278.00					
VENDOR:	1390	JACKSON NEWELL PAPER CO								
3127089	02/19/21	8505 Office supplies		03/03/21	250.86	.00	ACH			
			VENDOR TOTAL:		250.86					
VENDOR:	1425	NORTHERN TOOL & EQUIPMENT								
1633228613	02/19/21	4700 Repair Equipment		03/03/21	107.46	.00	CHK			
			VENDOR TOTAL:		107.46					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
644765	02/19/21	4692 Soil		03/03/21	148.00	.00	ACH			
644966	02/19/21	8507 Parts		03/03/21	15.96	.00	ACH			
			VENDOR TOTAL:		163.96					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1540 PAUL BRAND										
036075	02/19/21	4708 CDL Testing		03/03/21	600.00		.00	CHK			
			VENDOR TOTAL:			600.00					
VENDOR:	1624 PRIME INSTALLATIONS										
748	02/22/21	4710 Maintenance		03/03/21	999.93		.00	CHK			
			VENDOR TOTAL:			999.93					
VENDOR:	1800 RACKLEY OIL, INC.										
542884, 545079	02/22/21	4501 Parts		03/03/21	1152.25		.00	ACH			
			VENDOR TOTAL:			1152.25					
VENDOR:	1892 S&N AIROFLO INC										
18117	02/22/21	4714 Aerator Rental		03/03/21	2400.00		.00	CHK			
			VENDOR TOTAL:			2400.00					
VENDOR:	1909 STARKVILLE ELEC - UTILITIES										
FEB 2021	02/22/21	0 Utility bills		03/03/21	58162.20		.00	DFT			
			VENDOR TOTAL:			58162.20					
VENDOR:	1917 RONNIE JONES CONST, INC.										
20211657	02/19/21	4635 Gravel		03/03/21	5112.00		.00	ACH			
			VENDOR TOTAL:			5112.00					
VENDOR:	2104 UPS										
24W1X6061	02/19/21	0 Postage		03/03/21	48.93		.00	CHK			
			VENDOR TOTAL:			48.93					
VENDOR:	2201 WRIGHT CHEMICAL, LLC										
1160	02/19/21	4646 Chemicals		03/03/21	4272.00		.00	ACH			
			VENDOR TOTAL:			4272.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2202	WAYPOINT ANALYTICAL										
1057557	02/19/21	4660	Testing		03/03/21	252.00		.00	ACH			
1057774	02/19/21	4660	Testing		03/03/21	252.00		.00	ACH			
				VENDOR TOTAL:			504.00					
VENDOR:	2309	WILLIAMS EQUIPMENT & SUPPLY										
T99517	02/19/21	4694	Parts		03/03/21	130.01		.00	CHK			
				VENDOR TOTAL:			130.01					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
64565	02/19/21	4698	Water		03/03/21	32.80		.00	ACH			
CLR0221-272	02/22/21	4713	Water		03/03/21	10.00		.00	ACH			
				VENDOR TOTAL:			42.80					
VENDOR:	99009816	TYLER BRAGG										
2/11/21	02/19/21	0	License Renewal		03/03/21	16.00		.00	ACH			
				VENDOR TOTAL:			16.00					
VENDOR:	99009817	LUKE BURNETT										
2/21/21	02/22/21	0	License Renewal		03/03/21	60.00		.00	ACH			
				VENDOR TOTAL:			60.00					
				GRAND TOTAL:			164245.10					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	284		CHANCELLOR CONSTRUCTION, LLC									
RFP#12 - 2/10/21	02/19/21	0	Substation Construction		03/03/21	249820.86		.00	ACH			
				VENDOR TOTAL:			249820.86					
VENDOR:	318		CLAYTON VILLAGE MINI STG									
2/19/21	02/22/21	0	Storage unit rental		03/03/21	115.00		.00	ACH			
				VENDOR TOTAL:			115.00					
VENDOR:	616		FUELMAN									
NP59619075	02/19/21	0	Fuel		03/03/21	2855.62		.00	CHK			
NP59641186	02/22/21	0	Fuel		03/03/21	1272.60		.00	CHK			
				VENDOR TOTAL:			4128.22					
VENDOR:	1017		JBHM ARCHITECTS PA									
20003.00 - #11	02/22/21	0	Consulting		03/03/21	3675.00		.00	ACH			
				VENDOR TOTAL:			3675.00					
VENDOR:	1217		LIGHTS AND BALLASTS LLC									
651672	02/19/21	0	Filter Change		03/03/21	533.00		.00	ACH			
				VENDOR TOTAL:			533.00					
VENDOR:	1335		VERIZON CONNECT NWF, INC									
OSV000002346081	02/22/21	0	Vehicle GPS Services-CITY206		03/03/21	809.50		.00	CHK			
				VENDOR TOTAL:			809.50					
VENDOR:	1815		REGULATORY SOFTWARE SERV									
2/09/21	02/19/21	0	PCB software		03/03/21	948.00		.00	CHK			
				VENDOR TOTAL:			948.00					
VENDOR:	1886		SEDC									
32267	02/22/21	0	Billing services		03/03/21	28056.65		.00	ACH			
				VENDOR TOTAL:			28056.65					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1887		S & S LINE SERVICE INC									
2238-2241	02/19/21	0	ROW Clearing		03/03/21	8540.20		.00	ACH			
2242-2245	02/22/21	0	ROW Clearing		03/03/21	8846.00		.00	ACH			
				VENDOR TOTAL:			17386.20					
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL									
FEB 2021	02/22/21	0	Utility bills		03/03/21	720.83		.00	DFT			
				VENDOR TOTAL:			720.83					
VENDOR:	1914		SPX TRANSFORMER SOLUTIONS									
90031131	02/19/21	0	Autotransformer-40% 2nd Paym		03/03/21	316884.40		.00	ACH			
				VENDOR TOTAL:			316884.40					
VENDOR:	2117		UTILITY MAINT SPECIALIST INC									
4224	02/19/21	0	SW Substation Testing		03/03/21	8717.00		.00	ACH			
				VENDOR TOTAL:			8717.00					
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.									
64566	02/19/21	0	Water		03/03/21	16.40		.00	ACH			
				VENDOR TOTAL:			16.40					
VENDOR:	99009746		SYNERGETICS DCS, INC									
QTE-071539	02/22/21	0	Network services		03/03/21	1399.00		.00	ACH			
				VENDOR TOTAL:			1399.00					
				GRAND TOTAL:			633210.06					

AGENDA ITEM DEPT.: Police & CCO

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 03/02/2021

SUBJECT: Request approval to renew the Mechanical Service Agreement with Brislin, Inc., for the Police Department and City Hall for inspections and maintenance of equipment.

AMOUNT & SOURCE OF FUNDING: Building Maintenance Accounts

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: POLICE DEPT. and CCO

DIRECTOR'S AUTHORIZATION

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move for approval to renew the Mechanical Service Agreement with Brislin, Inc., for the Police Department and City Hall for inspections and maintenance of equipment.

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

STARKVILLE POLICE DEPARTMENT
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

BY

BRISLIN, INC.

April 1, 2021 to March 31, 2022

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of $95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding $250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS,** flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement $14,520.00 per year plus tax;
payable in six (6) equal amounts of $2,420.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin

Quinn Brislin
Vice President

Your approval:

Signature: Mark Ballard

Printed: Mark Ballard

Title: Chief of Police

Date: 2/22/21

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

HVAC MAINTENANCE / INSPECTION CHECKLIST

Weather Conditions	
____ Rainy	____ Clear
____ Cloudy	____ Partly Cloudy
____ Humid	
Outside Temp	Inside Temp (Avg)

CUSTOMER: **STARKVILLE POLICE DEPARTMENT**
ADDRESS: 101 EAST LAMPKIN STREET
CITY/STATE STARKVILLE, MS 39759

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE

____ 1. Clean drain pan & lines. Add algaecide tablets.
____ 2. Check performance & service of all major components.
-Document any deficiencies found.
____ 3. Lubricate moving parts needed.
____ 4. Check refrigerant charge & record. (annually or as needed)
____ 5. Test amperage & voltage & record. (annually or as needed)
____ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
____ 7. Check operating & safety controls & adjust or repair as needed.
____ 8. Check air distribution temperatures & record.
____ 9. Inspect condenser & evaporator coils.
____ 10. Wash evaporative & condenser coils *(coil cleaner* OR *water)*
____ 11. Clean/brush evaporative coils
____ 12. Tighten electrical connections on equipment as needed
____ 13. Check belts & drives, tighten as needed
____ 14. Replace belts (if required)
____ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
____ 16. Check & adjust economizer linkage & controls (if applicable)
____ 17. Change filters & wash air filters (includes OSA filters)
____ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
2) 10x22x1	1) 4L440
10) 10x28x1	1) 4L450
15) 10x34x1	
2) 11x20x1	
6) 16x16x1	
2) 16x20x1	
4) 16x20x2	
4) 20x24x4 – MERV 13	

REMARKS:

____
CUSTOMER'S SIGNATURE ______________ DATE

____
TECHNICIAN'S SIGNATURE ______________ DATE

FAN COIL UNITS - (36 IN USE)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
A	FCU 1-1	WILLIAMS	LH-R006	351193-1	DD	RM 172, 173, 175
	FCU 1-2		LH-R006	351193-44		RM 177, 178
	FCU 1-3		LH-R006	351193-44		RM 170, 180
	FCU 1-4		LH-R004	351193-3		OPERATORS 179
	FCU 1-5		LH-R004	351193-3		VENDING 102
	FCU 1-6		CV-B004	351193-14		LOBBY 101
	FCU 1-7		CV-B010	351193-45		COMMUNITY RM 103
	FCU 1-8		CV-B004	351193-14		PATROL LT 110, 111
	FCU 1-9		CV-B004	351193-14		SP. OPS. 112,113
	FCU 1-10		LH-R004	351193-3		LOBBY 119
	FCU 1-11		LH-R006	351193-44		PATROL SGTS 116
	FCU 1-12		LH-R003	351193-5		RM 125, 126, 127
	FCU 1-13		LH-R006	351193-44		BOOKING/HOLDING
	FCU 1-14		LH-R006	351193-1		EXERCISE 136
	FCU 1-15		LH-R008	351193-12		ROLL CALL/BREAK
	FCU 1-16		NOT USED	NOT USED		NOT USED
	FCU 1-17		LH-R006	351193-44		RM 140, 144, 146, 147
	FCU 1-18		LH-R003	351193-5		CORRIDOR 122
	FCU 1-19		LH-R006	351193-44		RM 155,156, 169
	FCU 1-20		LH-R004	351193-3		RM 163, 167, 168
	FCU 1-21		NOT USED	NOT USED		NOT USED
	FCU 1-22		LH-R006	351193-1		RM 160, 161, 164, 165
	FCU 2-1		CV-B004	351193-18		POLICE CHIEF 250
	FCU 2-2		CV-B004	351193-16		ASST. CHIEF 255
	FCU 2-3		CV-B004	351193-14		RM 257, 248
	FCU 2-4		CV-B010	351193-46		RM 242,247,258,259,264
	FCU 2-5		NOT USED	NOT USED		NOT USED
	FCU 2-6		LH-R006	351193-44		2ND FLOOR OFFICES
	FCU 2-7		NOT USED	NOT USED		NOT USED
	FCU 2-8		LH-R004	351193-3		OPS CAPT 260
	FCU 2-9		LH-R004	351193-3		ADMIN CAPT. 241
	FCU 2-10		LH-R006	351193-1		DETECTIVE 238, 239
	FCU 2-11		LH-R004	351193-3		INVES. LT. 237
	FCU 2-12		LH-R004	351193-3		RM 229, 231, 233
	FCU 2-13		NOT USED	NOT USED		NOT USED
	FCU 2-14		LH-R006	351193-44		RM 206, 209, 211
	FCU 2-15		LH-R004	351193-3		RM 223, 224, 225
	FCU 2-16		LH-R006	351193-44		RM 220, 222, 236
	FCU 2-17		LH-R006	351193-44		BREAK 214
	FCU 2-18		LH-R004	351193-3		RM 207, 208
	FCU 2-19		NOT USED	NOT USED		NOT USED
	FCU 2-20		LH-D002	351193-9		STAIR 216

CHILLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
B	ACCH-1	YORK	YLAA0058HE17	11551C75979204		
AIR HANDLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
C	AHU	YORK	XTL-0042X054-SAHA017A	ABEMXT0108	DD	
DUCTLESS SPLIT SYSTEMS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
D	CU	LG	LMU36CHV	609KCNL04F95		
	CU		LUU367HV	610KCBD0TN81		
UNIT HEATERS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
E	HWUH-1	MODINE	HC86SB01SA	39010217-2164-		MECHANICAL 142
	HWUH-2		HC86SB01SA	39010217-2165-		GARAGE 141
	HWUH-3		HC86SB01SA	39010317-1324-		GARAGE 138
EXHAUST FANS (11 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
F	EF-2	GREENHECK	SP-80-VG		DD	CEILING - TOILET 106
	EF-3		SP-80-VG			CEILING -TOILET 107
	EF-4		SP-80-VG			CEILING -TOILET 171
	EF-5		SP-80-VG			CEILING -TOILET 249
	EF-6		SP-80-VG			CEILING -TOILET 245
	EF-7		SP-80-VG			CEILING -TOILET 218
	EF-8		SP-80-VG			ROOF - TOILET 219
	EF-9		G-133-VG-4	14951337		ROOF - MECHANICAL 142
	EF-10		G-183-VG-7	14951352		ROOF - GARAGE 138
	EF-12		SQ-98-VG-7	14951240		CEILING - EVIDENCE 144
	EF-13		SQ-98-VG	14951240		CEILING - EVIDENCE 144
BOILER (2 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
G	B-1	LAARS	NTH285NEN3	G17 388299		MECHANCIAL 142
	B-2		NTH285NEN3	G17 388301		MECHANCIAL 142
CHILL WATER PUMP (2 TOTAL) HOT WATER PUMP (2 TOTAL) ---- 4 TOTAL PUMPS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
H	CWP-1	BELL & GOSSETT	E-80	C237362-02C71		
	CWP-2		E-80	C237362-01A71		
	HWP-1		E-80	C237361-02A71		
	HWP-2		E-80	C237361-01A71		
ERV						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
I	ERV-1	GREENHECK	EV-20-15L-A	14858978	4L440R	
					4L450R	
BIG ASS CEILING FANS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
J	CF-1	MARCRO AIR	AIRVOLUTION-D 370		DD	ROLL CALL/BREAK
	CF-2		AIRVOLUTION-D 370			ROLL CALL/BREAK
	CF-3		AIRVOLUTION-D 370			ROLL CALL/BREAK
MINI-SPLITS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
K	MSE 1A	LG	LSN090HSVA	601KAZK06773	DD	DATA 115
	MSE 1B		LSN180HSV4	612KATM0AA05		DATA 626
	MSE 2		LNH367HV	610KCBD0TN92		E.O.C. 203

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY

BRISLIN, INC.

March 1, 2021 to February 28, 2022

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least <u>four (4)</u> times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of $95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding $250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: $ 4,368.00 per year plus tax;
payable in four (4) equal amounts of $1,092.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin

Quinn Brislin
Vice President

Your approval:

Signature:______________________________________

Printed:____

Title:____

Date:____

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

HVAC MAINTENANCE / INSPECTION CHECKLIST

CUSTOMER: **STARKVILLE CITY HALL**
ADDRESS: 110 WEST MAIN STREET
CITY/STATE STARKVILLE, MS

Weather Conditions	
____ Rainy	____ Clear
____ Cloudy	____ Partly Cloudy
____ Humid	
Outside Temp	Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE

____ 1. Clean drain pan & lines. Add algaecide tablets.
____ 2. Check performance & service of all major components.
-Document any deficiencies found.
____ 3. Lubricate moving parts needed.
____ 4. Check refrigerant charge & record. (annually or as needed)
____ 5. Test amperage & voltage & record. (annually or as needed)
____ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
____ 7. Check operating & safety controls & adjust or repair as needed.
____ 8. Check air distribution temperatures & record.
____ 9. Inspect condenser & evaporator coils.
____ 10. Wash evaporative & condenser coils *(coil cleaner* OR *water)*
____ 11. Clean/brush evaporative coils
____ 12. Tighten electrical connections on equipment as needed
____ 13. Check belts & drives, tighten as needed
____ 14. Replace belts (if required)
____ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
____ 16. Check & adjust economizer linkage & controls (if applicable)
____ 17. Change filters & wash air filters (includes OSA filters)
____ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
12) 16x20x2	4) BX68
2) 16x25x2	
28) 20x20x2	
11) 20x25x2	
2) 20x30x2	
2) WASHABLE	

REMARKS:

CUSTOMER'S SIGNATURE ____________________ DATE ____________

TECHNICIAN'S SIGNATURE ____________________ DATE ____________

CUSTOMER NAME: STARKVILLE CITY HALL

DATE:

CUSTOMER SITE:

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN 1) INSTALLED BY OTHER

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-02-21
PAGE: 1

SUBJECT: Request permission to apply for an Assistance to Firefighters Grant for a Mini Pumper, 37 sets of Turn-out Gear, and 66 radios. If funded, the total for this matching grant would be $539,000, with a match of $50,194.81.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow SFD permission to apply for an Assistance to Firefighters Grant for a Mini Pumper, 37 sets of Turn-out Gear, and 66 radios. If funded, the total for this matching grant would be $539,000, with a match of $50,194.81.

JMCM Consulting
Project Cost Estimate

Calculated Date: 2/6/2021

2020 AFG Total Grant Request

Department:	**Starkville**
County	Oktibbeha
City, State	Starkville, MS

Total Value of Equipment Project

Grant # EMW-2020-FG-13317	
PPE	**$ 107,300.00**
SCBA	**$ -**
MICROGRANT	**$ -**
Communications	**$ 189,600.00**
Equipment	**$ -**
Training	**$ -**
Modify Facilities	**$ -**
Total Request	**$ 296,900.00**
FEMA Award	$ 282,761.90
Department Match	$ 14,138.10
JMCM Consulting Fee*	**$ 13,464.85**
Total Cost to Dept**	**$ 27,602.95**

Total Value of Vehicle Replacement Project

Grant # EMW-2020-FG-13314	
Vehicle	**$ 243,000.00**
Total Request	**$ 243,000.00**
FEMA Award	$ 231,428.60
Department Match	$ 11,571.40
JMCM Consulting Fee*	**$ 11,020.41**
Total Cost to Dept**	**$ 22,591.81**

***Fee will be payable to JMCM Consulting thirty (30) days following the official award notification date listed on the Award Package cover letter.**

****These values are determined based on the original project estimate. If the amount of the project is reduced by FEMA, the fee payable will be reduced accordingly.**

Item Detail

Base Station-Single Band 700/800 MHZ P25, Phase II, Digital		**$ 3,100**	**5**	$15,500.00
P25 Vehicle mounted mobile radio-Single Band 700/800 MHZ-P25,Phase II digital		**$ 3,100**	**11**	$34,100.00
P25 Handheld Radio-Single Band-Trunking-700/800 MHz, P25, Phase II, Digital		**$ 2,800**	**50**	$140,000.00
Complete Set of Turnout Gear	NFPA current edition includes coat, pants, suspenders, helmet, boots, 2 hoods & 2 pair of gloves	$2,900.00	**37**	$107,300.00
Mini-pumper Quick attack 1000gpm/500gal	NFPA 1906 & NFPA 1901 compliant Mini Pumper. F-550 4x4 chassis, 4WD. Min. 500 gpm. 300 gallons.	$ 243,000	1	$ 243,000.00

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: March 2, 2021
PAGE: 1

SUBJECT: Request permission to allow Chief Yarbrough, Training Chief Parks and Battalion Chief McCarter to attend the 84th Mississippi Firefighters and Fire Chiefs Conference and Chief Yarbrough the 93rd Annual SEAFC/MS Fire Chiefs and Leadership Conference also, to be held in Biloxi, MS, June 23 – June 27, 2021 with advanced travel.

The SEAFC Leadership Conference (June 23 – 25, 2021) will be held in conjunction with the MFFA/MFCA Summer Conference (June 25 – 27, 2021).

AMOUNT & SOURCE OF FUNDING Training Fund (001-263-600-390).

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow Chief Charles Yarbrough to attend the 84th Mississippi Firefighters and Fire Chiefs Conference along with the 93rd Annual SEAFC/MS Fire Chiefs Leadership Conference held in Biloxi, MS, June 23 – June 27, 2021 with advanced travel (registration and hotel) an approximate cost of $742.22.

SUBJECT:

Request authorization to hire Micheal Cooper and William Evans as Certified Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

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

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

LINE ITEM

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Nicholas Bean and Odie Rush.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Request authorization to hire Micheal Cooper and William Evans as Certified Police Officers in the Starkville Police Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 02, 2021

SUBJECT:

Request authorization to transfer Trent Helms from the Parks and Recreation Department as a Mainteance Manager to the Starkville Fire Department as a Certified Firefighter.

AMOUNT & SOURCE OF FUNDING:

Trent Helms - Base Salary of $33,072.00 ($12.00 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by William Mott who resigned.

Trent is currently the Mainetenance Manager for the Parks and Rec Department. He’s looking to transfer back to the Fire Department. I’ve spoken to Chief Yarbrough and he’s eager to have Trent back as a firefighter, b/c of his experience.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR’S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to transfer Trent Helms from the Parks and Recreation Department as a Mainteance Manager to the Starkville Fire Department as a Certified Firefighter.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 02 March 2021

SUBJECT: Discussion and Consideration to enter into a Field Usage agreement between Starkville Christian School and the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

$700.00

001-000-358-700

FISCAL NOTE:

There are 7 days scheduled between March and April 2021 @ $100 per day which includes lights.

AUTHORIZATION HISTORY:

Starkville Christian has traditionally engaged in a usage agreement to conduct athletic events.

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

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SUGGESTED MOTION: Move to approve purchase.

STARKVILLE PARKS AND RECREATION DEPARTMENT FIELD USE AGREEMENT

This is an agreement by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation hereinafter referred to as the "City", by and through its authorized representative, and STARKVILLE CHRISTIAN SCHOOL, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from February 22, 2021 to April 20, 2021 with Starkville Christian School. The City will permit the User to use one baseball/softball field located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 from 4:00 p.m. - 10:00 p.m. hereinafter referred to as the "Field". Spruill Property Management Field will be reserved for Starkville Christian School on February 22nd and March 23rd. Columbus Orthopaedic Field will be reserved for Starkville Christian School on February 25th, March 8th, and 22nd, and April 6th and 20th. The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of field dates and times are subject to change at the discretion of the City. The City will attempt to provide the User a 24 hours' notice if changes occur. Based on review of the provided schedules, the dates of February 22nd, and 25th, March 8th, 22nd and 23rd and April 6th and 20th have been requested and both parties have reviewed and approved the requested Field dates.

1.3 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

1.4 The User shall pay the $100 per field use, making their total $700. This cost includes the use of lights.

1.5 If the User does not play all 7 games, due to unforeseen circumstances such as inclement weather or damage to the field, the City will refund the User for that game(s). This refund will be processed upon completion of the season.

1.6 The User shall pay the City the full payment by February 22, 2021. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

1.7 The User agrees that it will be solely responsible for the following items:

a) Locking doors to the storage rooms and restrooms after use.

b) Turning on and off all field lights.

c) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.

d) Ensuring all team head coaches and assistant coaches have background checks conducted within 30 days prior to the start of the season. A copy of all background checks should be provided to the City no later than February 22, 2021 and will only be valid from this agreement.

e) The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Field during the term of this Agreement when the field is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the field or who attend the User's events at the field during the term of the agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the field and for any and all related damages as set forth herein.

f) To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Field and provide the City contact information for the individual assigned, no later than tFebruary 22, 2021.

g) The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

h) A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City by February 22, 2021.

i) The User hereby agrees to refrain from any activity in relation to use of the Field 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.

j) A breakdown of the desired base and mound distances should be provided to the City no later than February 12th.

1.8 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

a) All fields will be prepped by noon on the day of all home games.

b) Cleaning and stocking restrooms.

c) Determining whether the Field will be open or closed for the User's use because of inclement weather, damage to the Field, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on day of game on field condition.

2. INSURANCE REQUIREMENTS

2.1 During the term of this Agreement, the User 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 Field & the activities associated with the use of the Field by the User, 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 User'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 City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the entire season. This key will be signed out by the City Administrative Assistant no later than the day of the first practice. This key opens the storage room where lights are located, and the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Field. Upon failure to return the key, the User will pay a $500 fine to the City.

4. INDEMNIFICATION

4.1 The User 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 User, 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.

5. RELEASE

5.1 The User 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 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 User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

6. MISCELLANEOUS TERMS

6.1 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.

6.2 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

6.3 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.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

6.6 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance

2. Background Check Report for Head Coach and Assistant Coach

STARKVILLE CHRISTIAN SCHOOL

303 Lynn Lane

Starkville, MS 39759

Printed Name: RANDALL S. WITBECK Date: 2/9/21

Signature: [signature] Title: PRINCIPAL

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: ______________________ Date: ______________________

Signature: ______________________ Title: ______________________

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 02 March 2021

SUBJECT: Discussion and Consideration to enter into a Usage Agreement between the First Baptist Church Starkville and The City of Starkville for an Easter Day Event.

AMOUNT & SOURCE OF FUNDING:

$750

001-000-358-700

FISCAL NOTE:

One day event on 4 April 2021, to use the overflow parking area to conduct an Easter Day Event.

AUTHORIZATION HISTORY:

Facility Usage was normally used but to assist with social distancing, the use of the overflow parking is being requested.

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION:
Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

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SUGGESTED MOTION: Move to approve purchase.

STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITY USE AGREEMENT

This is an agreement by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation hereinafter referred to as the "City", by and through its authorized representative, and FIRST BAPTIST CHURCH STARKVILLE, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from April 4, 2021 to April 4, 2021 with First Baptist Church Starkville. The City will permit the User to use the overflow parking lot, as well as the Travis Outlaw parking lot, soccer field/baseball field parking lot and soccer field restrooms and baseball/softball restrooms located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 and the parking lot at McKee Park from 6:00 a.m. - 2:00 p.m. on April 4, 2021, hereinafter referred to as the "Facility". The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of the rental date and time are subject to change at the discretion of the City. The City will provide the User a 24 hours' notice if changes occur. Based on conversation between the User and the City, the date of April 4, 2021 has been requested and both parties have reviewed and approved the requested Facility date.

1.3 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

1.4 The User shall pay the City $750 for use of the overflow parking lot, Travis Outlaw Center parking lot, soccer and baseball field parking lot, soccer field restrooms, baseball/softball field restrooms and the McKee Park parking lot.

1.5 The User shall pay a $250 deposit to the City by March 5, 2021 to hold their reservation. The User must pay the remaining balance of $500 by April 2, 2021. If the User wishes to pay the full $750 at one time, that is acceptable and they must do so by March 5, 2021. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

1.6 The User agrees that it will be solely responsible for the following items:

a) Unlocking and locking doors to the restrooms after use.

b) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.

c) Providing the City with a signed copy of the City COVID- 19 Guidelines. These guidelines will be sent to the User no later than March 5, 2021 and are due back to the City by April 2, 2021.

d) The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the facility or who attend the User's events at the facility during the term of the agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the facility and for any and all related damages as set forth herein.

e) To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned, no later than the week prior to the event.

f) The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

g) A certificate of the User's General Liability insurance shall be furnished to the City no later than April 2, 2021.

h) The User hereby agrees to refrain from any activity in relation to use of the Facility 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.

1.7 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

b) Cleaning and stocking restrooms before event

c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facility, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on March 31, 2021 if the facility needs to close.

2. INSURANCE REQUIREMENTS

2.1 During the term of this Agreement, the User 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 & the activities associated with the use of the Facility by the User, 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 User'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 City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the weekend. This key will be signed out by the City Administrative Assistant no later than 5:00 p.m. on April 2, 2021. This key opens the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Facility. Upon failure to return the key, the User will pay a $500 fine to the City.

4. INDEMNIFICATION

4.1 The User 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 User, 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.

5. RELEASE

5.1 The User 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 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 User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

6. MISCELLANEOUS TERMS

6.1 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.

6.2 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

6.3 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.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

6.6 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance

2. Background Check Report for Head Coach and Assistant Coach

FIRST BAPTIST CHURCH STARKVILLE

106 East Lampkin Street

Starkville, MS 39759

Printed Name: Timothy A. Brown Date: 02-09-2021

Signature: Timothy A Brown Title: Sr. Pastor

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: ______________________ Date: ______________________

Signature: ______________________ Title: ______________________

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 02 March 2021
PAGE: 1 of 5

SUBJECT: Request authorization to accept the lowest and best quote from TrashcansWarehouse.com to purchase 70, 55 Gallon Trash Cans with tops and liner, to support the Cornerstone Projects in the amount of $38,440.

AMOUNT & SOURCE OF FUNDING:

Series 2020 Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

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SUGGESTED MOTION: Move to approve purchase.

thepark AND FACILITIES CATALOG

Highland Products Group, LLC
220 Congress Park Drive, Suite 215
Delray Beach FL 33445
Phone : 561-620-7878
Email : sales@theparkcatalog.com

Bill to:	Ship to:		
Brandon Doherty	Brandon Doherty	Quote Proposal	Q21.39713
City of Starkville	City of Starkville	Date of Proposal	Feb 23, 2021
110 West Main Street	405 Lynn Lane	Proposal valid until	Mar 25, 2021 (29 days)
Starkeville, Mississippi, 39759	Starkville, Mississippi, 39759	Sales Rep.	Terry O'Neill
United States	United States		
T: 662-722-1612	T: 662-722-1612		

Due to the fluctuations and uncertainty of steel and aluminum pricing, we expect a price increase of 5% or more as of 3/1/2021.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	Receptacle Product3 *55 Gallon Trash Receptacle - Expanded Metal* *Color TBD*	543-SPC-RECEPTACLE-3	70		$339.00		$23,730.00
	Receptacle Product4 *55 Gallon Bonnet Top Lid*	543-SPC-RECEPTACLE-4	70		$170.00		$11,900.00
	Receptacle Product5 *55 Gallon Plastic Liner*	543-SPC-RECEPTACLE-5	70		$155.00		$10,850.00

CUSTOMER WILL BE REQUIRED
TO OFF LOAD TRUCK.
ESTIMATED LEAD TIME TO LEAVE WAREHOUSE (2-3) WEEKS

Total Discount	
Subtotal	$46,480.00
Shipping & Handling (Excl. Tax)	$2,400.00
Tax	$0.00
Grand Total	$48,880.00

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:
All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.
• Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
• Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
• Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
• Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:
All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:
We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:
• Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
• Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
• Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
• Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
• Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: ______________________________ Date: ______________

SCHOOLSin

PO Box 62026
Cincinnati, OH 45262

Questions about your Quote?

Contact Josh
P: 844-796-8292
josh.tahmoush@schoolsin.com

Quote: QUO-006578

Quote valid until 3/9/2021

Bill To:	Ship To:
City of Starkville Accounts Payable Starkville, MS 39759	City of Starkville Brandon Doherty Starkville, MS 39759 PHONE: (662) 722-1612

Shipment 1

SKU	Description	QTY	Unit Price	Total Price
WIT-SC55-01 	**Stadium Series Trash Can - 55 Gallons** Select a color: Select a lid: Hood Top ($7.00 per unit)	70	$610.38	$42,726.60
Subtotal:				$42,726.60
Shipping: Lift Gate				$555.56

Product Total:	$42,726.60
Shipping Total:	$555.56
Sales Tax:	$0.00
Grand Total	**$43,282.16**

trash cans WAREHOUSE.COM

35 Frost Street, Brattleboro, VT 05301

866.359.8594
sales@trashcanswarehouse.com

Customer Information

Quote #0057392

ACCOUNT REP Katie Osborn

Buyer:
City of Starkville
405 Lynn Lane
Starkville, MS 39759

(662) 722-1612
b.doherty@cityofstarkville.org

Bill To:
City of Starkville
405 Lynn Lane
Starkville, MS 39759

Ship To:
City of Starkville
405 Lynn Lane
Starkville, MS 39759

QUOTE DATE	QUOTE AMOUNT	QUOTE EXPIRES
February 19, 2021	$37,940.00	March 23, 2021

Shipping and Delivery Notes:

Shipping cost is for lift-gate service and call ahead, assuming the use of a 53'delivery truck. We are pleased to offer you free shipping aside from the lift gate charge. Please let us know if you have special delivery requirements.

Lead time for these containers is : **10 - 15 Business Days**

ITEM CODE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
SC55-01-FT	**70.00**	**55-Gallon Perforated Waste Receptacle with Flat Top** Color: TBD Website Price: $664.00	**$542.00**	**$37,940.00**

Subtotal	$37,940.00
Tax	$0.00
Shipping	$500.00
Total	$38,440.00

- To approve your quote via **FAX**: Print, Sign and Fax this page to **888.506.0210**
- To approve your quote via **USMail**: Print, Sign and Mail this page to **Trashcans Warehouse, 35 Frost Street, Brattleboro, VT 05301**
- To approve your quote via **Email**, fill out download to us at **sales@trashcanswarehouse.com**

Signature: ______________________________

Email: ______________________________

Company: ______________________________

PO# (Optional): ______________________________

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 02 March 2021

SUBJECT: Request authorization to accept the lowest and best quote from ULINE to purchase 50 park picnic tables, to support the Cornerstone Projects, in the amount of $26,514

AMOUNT & SOURCE OF FUNDING:

Series 2020 Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

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SUGGESTED MOTION: Move to approve the purchase.

ULINE

1-800-295-5510
uline.com
customer.service@uline.com

PRICING REQUEST

REQUEST # 50768849

Thank you for your interest in Uline!

PROVIDED TO: STARKVILLE CITY OF
110 W MAIN ST
STARKVILLE MS 39759-2823

SHIP TO: STARKVILLE CITY OF
110 W MAIN ST
STARKVILLE MS 39759-2823

CUSTOMER NUMBER	SHIP VIA	REQUEST DATE
20007807	TRUCK	02/22/21

QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
50	EA	H-2128BL	METAL PICNIC TABLE - 6' RECTANGLE, BLACK ITEM IS DROP SHIPPED	500.00	25,000.00

SUB-TOTAL	SALES TAX	SHIPPING/HANDLING	TOTAL
25,000.00	.00	1,514.00	26,514.00

NOTE:

ATTENTION: BRANDON DOHERTY
ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

Highland Products Group, LLC
220 Congress Park Drive, Suite 215
Delray Beach FL 33445
Phone : 561-620-7878
Email : sales@theparkcatalog.com

Bill to:	Ship to:		
Brandon Doherty	Brandon Doherty	Quote Proposal	Q21.39734
City of Starkville	City of Starkville	Date of Proposal	Feb 23, 2021
110 West Main Street	405 Lynn Lane	Proposal valid until	Mar 24, 2021 (29 days)
Starkeville, Mississippi, 39759	Starkville, Mississippi, 39759	Sales Rep.	Terry O'Neill
United States	United States		
T: 662-722-1612	T: 662-722-1612		

Due to the fluctuations and uncertainty of steel and aluminum pricing, we expect a price increase of 5% or more as of 3/1/2021.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	6-Ft. Heavy Duty Rectangular Picnic Table *Color* *Light Blue* *Pattern Type* *Expanded Metal* *Hole Option* *Without Umbrella Hole* *Mounting Option* *Portable Mount*	543-6005-112	50	$713.00	$570.00	$7,150.00	$28,500.00

CUSTOMER WILL BE REQUIRED
TO OFF LOAD TRUCK.
ESTIMATED LEAD TIME TO LEAVE WAREHOUSE (2-3) WEEKS

Adjustment Quote	-$7,150.00
Total Discount	$7,150.00
Subtotal	$28,500.00
Shipping & Handling (Excl. Tax)	$2,434.00
Tax	$0.00
Grand Total	$30,934.00

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:
All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.
• Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
• Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
• Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
• Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:
All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:
We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:
• Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
• Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
• Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
• Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
• Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: ______________________________ Date: ______________

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Brandon Doherty <b.doherty@cityofstarkville.org>

Your Global Industrial Quotation # 5949986

1 message

Howard-Clarady, Nadine <NClarady@globalindustrial.com>
To: "b.doherty@cityofstarkville.org" <b.doherty@cityofstarkville.org>

Tue, Feb 23, 2021 at 9:26 AM

GLOBAL INDUSTRIAL We can supply that.

2505 MILL CENTER PARKWAY SUITE 100
BUFORD, GA 30518

Sales Quote

Account #:47325	Quote #:5949986	Quote Issued:02/19/2021
CITY OF STARKVILLE PARKS & REC	BDOHERTY@CITYOFSTARKVLLE.ORG	*Pricing valid for 14 days from quote issue date
BRANDON DOHERTY	Phone: (662) 722-1612	
405 LYNN LN	Fax:	
STARKVILLE, Mississippi 39759		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
277152GN	Global Industrial™ 6 ft. Rectangular Outdoor Steel Picnic Table, Expanded Metal, Green Country Of Origin: CHINA	TRUCK	25	$575.00	$14,375.00
				Item Total:	**$14,375.00**
				Shipping and Handling:	**$725.00**

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 02 March 2021

SUBJECT: Request authorization to accept the change order Number 1 to reduce in the amount $134,500. Remove Sod and install sprig outfields, Increase Sod Allowance Not to Exceed $31,500, Increase Installation of Parking Sleeves for irrigation $30,500. The $30,500 will be deducted from the Phase 1 Contract.

AMOUNT & SOURCE OF FUNDING:

Series 2020 Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Cornerstone Project

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

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SUGGESTED MOTION: Move to approve.

Cornerstone Park Field Installation
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park Field Installation	CHANGE ORDER NO. 1	
OWNER:	City of Starkville	DATE:	2/23/2021
CONTRACTOR:	Sports Contractors Unlimited, LLC		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Deduct sod in outfields of 10 fields	($78,600.00)	
2	Install sprigs in lieu of sod in 10 outfields	($117,900.00)	
3	Sod allowance		$31,500.00
4	Install sleeves in parking lot for irrigation		$30,500.00
	TOTALS	($196,500.00)	$62,000.00
		OVERALL TOTAL	-$134,500.00

JUSTIFICATION: Timing of installation allows contractor to use sprigs in outfield areas. Sleeves in the parking lot were originally discussed during Phase 1, but a change order was not submitted.

The amount of the Original Contract was:	$2,685,960.00
Change Order #1 increased the contract amount by:	($134,500.00)
The Contract Total including this change order will be:	$2,551,460.00
The Original Contract Completion Date was:	September 20, 2021
Change Order 1 increased the Contract Completion Date by the following # of days:	"0"
The new Contract Completion Date will be:	September 20, 2021

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	David D'Aquilla **Phase Manager - David D'Aquilla**	02-23-01 **Date**
Recommended	Sam Henry **Project Manager - Sam Henry**	02·23·21 **Date**
Accepted	**Contractor - Sports Contractors Unlimited, LLC**	**Date**
Approved	**City of Starkville Mayor Lynn Spruill**	**Date**

23 Feb 21

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DEPT: POLICE
AGENDA DATE: 3/2/2021

SUBJECT: Request approval to allow Cpl. Angelica Colbert, Cpl. Colby Huffman and Cpl. Garrett Mittan to attend RCTA Interview and Interrogation classes being exported at the Bossier Parish Sheriff's Office, LA. from 3/29/21 through 4/2/2021. There is no fee for the class, only Lodging and meals.

AMOUNT & SOURCE OF FUNDING: $ 1,264.80 / Training

LINE ITEM 001-230-690-552

FISCAL NOTE: Interview & Interrogation Classes x 3 @ $ 0
Lodging / Holiday Inn Express x 2 @ $ 1,264.80
Make Check Payable to Holiday Inn Express & Suites Bossier City, LA

REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT: Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to allow Cpl. Angelica Colbert, Cpl. Colby Huffman and Cpl. Garrett Mittan to attend RCTA Interview and Interrogation classes being exported at the Bossier Parish Sheriff's Office, LA. from 3/29/21 through 4/2/2021. There is no fee for the class, only Lodging and meals.

MARK BALLARD
CHIEF OF POLICE

TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

To: Chief Mark Ballard

From: Lt. Shane Kelly

Ref: Interview and Interrogation Training

Date: February 11, 2021

I am submitting this training request in reference to Cpl. Colby Huffmant to attend the Interview and Interrogation Training being held by the Bossier Parish Sheriff's Office in Bossier City, LA. Cpl. Huffman is a new detective and would benefit greatly from this class. This class is a vital part of getting this young unit up to speed and becoming successful at Interviewing and Interrogating individuals, which is a key part in wrapping up cases. Thank you for your consideration in this matter.

MAC
10/11

MB + 1 Narc. Invs

Prerequisites: The individual attending must be committed to examining themselves and others to find clues that may be utilized to realize the highest levels of human interaction in an arena of respect and dignity.

Description: The purpose of this program is to educate the student on the use of subconscious communication for gathering information in the field of criminal justice with specific emphasis placed on those investigations involving narcotics and the possession and distribution of illegal drugs and related activities.

Taught by Chief Steve Rhoads, Ph.D. Behavioral Science President and Founder of Subconscious Communication®

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Caryl Pritchard <caryl.pritchard@cityofstarkville.org>

Fwd: Your Reservation Confirmation # 41559624 at Holiday Inn Express Hotels & Resorts.

1 message

Latasha Key <l.key@cityofstarkville.org> Tue, Feb 23, 2021 at 2:10 PM
To: Caryl Pritchard <caryl.pritchard@cityofstarkville.org>

FYI - Please see below.

Thanks,

Latasha A. Key
Staff Support Technician
Investigations Division

Starkville Police Department
101 E Lampkin St.
Starkville, MS 39759
Phone: (662) 323-0393

---------- Forwarded message ---------
From: **Holiday Inn Express** <HolidayInnExpress@tx.ihg.com>
Date: Tue, Feb 23, 2021 at 2:07 PM
Subject: Your Reservation Confirmation # 41559624 at Holiday Inn Express Hotels & Resorts.
To: <l.key@cityofstarkville.org>

Thank you for booking with Holiday Inn Express Hotels & Resorts.

View with Images

Brand Experience | Make a Reservation | IHG Rewards Club | Need Help?

AGENDA ITEM DEPT.: Police

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 03-02-2021
PAGE: 1of 4

SUBJECT: The Starkville Police Department is requesting permission to purchase (10) ten vehicle speed radar systems from Applied Concepts, INC. Stalker Radar for the cost of $15,890.00 at state contract price. The equipment is listed as an equipment line item in the FY21 Hot Spot Grant. Further, the equipment is 100% reimbursable from the previously mentioned Hot Spot Grant.

AMOUNT & SOURCE OF FUNDING: $15,890.00 reimbursable through the Hot Spot JAG Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief M. Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to purchase radar equipment from Applied Concepts, INC at state contract price of $15,890.00. The cost being 100% reimbursable through the FY21 Hot Spot Grant.

STALKER radar

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

QUOTE
2046119

National Toll Free: 1-800- STALKER

Date: 02/23/21

Inside Sales Partner: Brooke Journet, +1-469-656-8011, brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull, +1-214-551-5538, aull@stalkerradar.com

Effective From : 12/28/2020 **Valid Through:** 03/28/2021 **Lead Time:** 21 working days

Bill To: **Customer ID:** 108032
Starkville Police Dept
101 E Lampkin St
Starkville, MS 39759-2944
Accounts Payable

Ship To: *FedEx Ground*
Starkville Police Dept
101 E Lampkin St
Starkville, MS 39759-2944
Officer Chris Jackson

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	10	805-0022-00	Dual - 2 Antenna Radar System	36	$1,589.00	$15,890.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	10	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		$0.00
2	10	200-0996-30	Dual Modular Display,Bright LEDs		$0.00
3	20	200-1237-35	Dual Ka Antenna		$0.00
4	10	200-0920-00	Dual SL Remote Control w/Screw Latch		$0.00
5	10	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	10	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	10	200-0243-00	Counting/Display Tall Mount		$0.00
8	10	200-0244-00	Antenna Dash Mount		$0.00
9	10	200-0245-00	Antenna Tall Deck Mount		$0.00
10	10	200-0648-00	Display Sun Shield		$0.00
11	10	155-2055-04	Antenna Cable, 4 Ft		$0.00
12	10	155-2055-16	Antenna Cable, 16 Ft		$0.00
13	10	155-2058-00	Power Cable W/Cigarette Plug		$0.00
14	10	200-0820-00	Dual Manual Kit		$0.00
15	10	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
16	10	060-1000-36	36 Month Warranty		$0.00
				Group Total	$15,890.00

Product	$15,890.00	Sub-Total:	$15,890.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$15,890.00**

001

Vehicle Information:
2021 Dodge Charger

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

STATE OF MISSISSIPPI
MS DEPT OF PUBLIC SAFETY

VENDOR INFORMATION

Vendor Number : 3100021837
Vendor :
APPLIED CONCEPTS INC
STALKER RADAR
PO BOX 972943
DALLAS TX 75397-2943

Contact Name : APPLIED CONCEPTS INC
APPLIED CONCEPTS INC
Tel Number : (972) 398-3780
Fax Number :
Email : sharonc@a-concepts.com

CONTRACT INFORMATION

Contract Number	: 8200036906
Agency Contract Identifier	: 1711-18-C-CNTR-00030
Contract Type	: Purchasing (General)
Contract Description	: N/A
Contract Valid Dates	: 06/01/2018 - 05/31/2021
Total Value	: 317,800.00
Distributors	: None
Delivery Days	: 0

SHIPPING ADDRESS

MS DEPT OF PUBLIC SAFETY
1711-MS DEPT OF PUBLIC SAFETY
1900 E WOODROW WILSON DR.
JACKSON MS 39216

BUYER INFORMATION

Contact Person : Betsy Toles
Telephone : (601) 987-1467
Fax :
E-mail : BTOLES@DPS.MS.GOV

Supplier Text :
Bid Solicitation for the purchase of an estimated quantity of 100 KA-Band Radars Bid 3160001821

Notice to Vendor :
Bid Solicitation for the purchase of an estimated quantity of 100 KA-Band Radars Bid 3160001821

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	0.000	EA	$ 1,589.00	KA-Band Radars	00/00/0000 - 00/00/0000
		0.00 %		0.00	$ 317,800.00

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

(1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "***Products***") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "***we***," "**us**," "**our**," etc.) and purchased by the purchaser ("***you***," "***your***," etc.).

(2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.

(3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.

(4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.

(5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.

(6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.

(7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.

(8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. ***Any attempt to repair a Product on your own will void this warranty.***

(9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF $100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.

c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.

d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

AGENDA DEPT: POLICE

CITY OF STARKVILLE **AGENDA DATE: March 2, 2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** l of 1

SUBJECT: Discussion and consideration to allow Starkville Police Dept. SWAT Team members to attend the U.S. Marshals Service Gulf Coast Regional Fugitive Task Force Training. This will be a one (1) day training in Birmingham, AL on March 6, 2021. There is no fee associated with this training.

AMOUNT & SOURCE OF FUNDING: $ 0

LINE ITEM N/A

FISCAL NOTE: This was approved on the Nov 17, 2020 agenda but the course was canceled.

REQUESTING DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT: Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to allow Starkville Police Dept. SWAT Team members to attend the U.S. Marshals Service Gulf Coast Regional Fugitive Task Force Training. This will be a one (1) day training in Birmingham, AL on March 6, 2021. There is no fee associated with this training.

Safety Rules/ Force on Force Simunition Training

Safety Note: *At no time will live weapons be allowed in the training facility.*
NO EXCEPTION

- Users of the training facility will wear approved safety equipment during force on force scenarios for protection of the eyes, head, neck, and groin.
  Failure to wear safety equipment during force on force scenarios will not be tolerated by the training facility staff.
- Users will not conduct force on force training with any simuniton weapon system without all skin covered by a minimum of one layer of clothing (including combat/protective gloves).
- If the training group is training Hostage Rescue, head shots shall have a minimum standoff distance of 5ft.
  NO CONTACT SHOTS
- Users will wear hearing protection when training with simunition weapons or blanks.
- A Simunition instructor/safety officer shall be present at all times during the training.
- If any student leaves the training area, a safety check will be conducted prior to returning to the force on force training.
- Eye protection is mandatory in the red zone during non-force on force training.
- If a training group utilizes role players for scenario purposes, the role players must sign a waiver prior to participation and abide by the established safety protocols.
- Juveniles will not be used as role players in force on force scenarios.

Again, safety is paramount. Everyone participating in training is considered a safety officer. Scenarios will stop immediately if unsafe actions are observed. Prior to force on force training the instructor/safety officer will ensure that the group is in compliance with the safety protocols set by the Training Facility Coordinator

If injuries or problems occur, contact one of the USMS Facility Coordinators as soon as possible. (Listed below are contact name and numbers)

- Mark Gunnoe
  Senior Inspector
  (504) 915-3117
  (Cell)
- Ross Manley
  Assistant Chief Inspector
  (251) 379-1173
  (Cell)
- Bill Yelton
  PSS Contractor
  (205) 641-3436
  (Cell)

United States Marshals Service Training Facility Protocols (cont'd)

- The students will enter at the door which is designated as entry (a sign will be located outside the doorway).
- The students will be met by the USMS Training Facility Coordinator, sign in, and a safety check will be performed.
- The students will then proceed to the classroom for a safety briefing and to sign a waiver of liability. If a student refuses to sign the waiver he/she cannot participate in the training.
- Prior to entering the red zone training area, students will be provided safety equipment, which is located in a designated equipment room.
- Prior to charging his/hers simunition weapon, the students must be in a designated safe zone.
- Prior to exiting the red zone students will unload simunition handguns/rifles in a safe area.
- Students will then place the safety equipment and handgun/rifle in the designated locker prior to entering the green zone.
- The break room is equipped with a refrigerator and coffee maker.
- Food or drinks will NOT be allowed in the training area. Food and drinks will be limited to the break area.
- If a student leaves the training facility, the student will return to the main entrance door and a safety check for prohibited items by the training facility coordinator.
- Prior to the beginning of a training event, an inspection of the training facility will be conducted with the USMS Training Facility Coordinator and training group representative.
- At no time will targets be stapled to the shoot house walls. The Training Facility Coordinator will provide target stands as needed.
- Prior to leaving the facility, the lead trainer will ensure that the training areas are cleaned, wiped down, and all training equipment is placed back in the lockers.
- After the training has concluded, the Training Facility Coordinator and training group representative will again inspect for any damages and clean-up issues.

Gulf Coast
Regional Fugitive Task Force
Training Facility
Protocols

Purpose

- Create uniform expectations for all users and trainers
- Ensure safe training
- Outline facility usage and limitations
- Discuss pre and post event inspections
- Review emergency contacts for incidents and maintenance
- Responsibilities of lead instructor/agency representative.

Lessons Plans

- The agency representative will summit a request though the USMS Training Coordinator at least 10 days in advance of the desired dates.
- Lesson plans (written or verbal) will be provided to, or discussed with, the Training Facility Coordinator 5 days prior to the event.
- Lesson Plans should include a safety plan, training areas to be used, and equipment needs.

Weapons Protocol

- No live weapons or ammunition are allowed inside the training facility.
- The training group can utilize their own converted simunition weapons after the USMS Training Coordinator has inspected them.
- The training center can supply training groups with simunition handguns and rifle conversions.
- .223/9mm/blanks/.38 caliber simunitions will be allowed in the training facility.
- The use of diversionary devices, gas, or smoke is prohibited in the training center.
- Training diversionary devices must be inspected and approved by the Training Facility Coordinator prior to use.

General Protocol

- Upon entry into the training facility students will ensure all firearms, ammunition, and other weapons (knives, OC, Tasers, etc.) are secured in their vehicles.

  Exception: if the group is conducting Taser training

AGENDA ITEM DEPT.: Police

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 02-16-2021

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of several

SUBJECT: Consideration of the lease agreement with Utility Associates, Inc for Body Worn cameras, accessories and in-car video equipment in the amount of $621,600.00 over five years to be made beginning March of 2021 and to make the necessary budget adjustment.

AMOUNT & SOURCE OF FUNDING: 001-201-918-800

Interest Free Payment Terms:	2021	$ 310,800.00
	2022	$ 77,700.00
	2023	$ 77,700.00
	2024	$ 77,700.00
	2025	$ 77,700.00

AUTHORIZATION HISTORY: The City of Starkville authorized the purchase January 19, 2021 from Utility Associates, Inc. as the best bid to provide mobile vehicle and body worn recording systems with the City Clerk to advertise for funding options.

REQUESTING DEPARTMENT: Police

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Chief Mark Ballard, Sergeant Brandon Lovelady or Lesa Hardin

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SUGGESTED MOTION:

Customer Service Agreement

INTRODUCTION

This service agreement describes the levels of service that Starkville Police Department (Client) will receive from Utility Associates, Inc. (Supplier).

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Starkville Police Department	Utility Associates Inc.
101 East Lampkin Street Starkville MS, 39759	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Mark Ballard - Chief p. 662-323-4134 e. mballard@cityofstarkville.org	Key Contact: Amanda A. Havice 404-816-0300 ahavice@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter Document and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 60 Supplied by Utility	1
Bluetooth Controller	Qty 60 Supplied by Utility	2
Holster Sensor	Qty 60 Supplied by Utility	2

CAD Integration	Qty 1 Supplied by Utility	3
CAD Activation	QTY 60 Supplied by Vendor	
BodyWorn Ready Uniforms	$200 Allotment Towards any Combination of New BodyWorn Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
AVaiL Web	Qty1 Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 40 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above.
- Software, equipment or services not purchased via and managed by the Supplier.

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the system used by the Client. The Service Level Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the Client at all times.

Client Responsibilities

The Client will use the Supplier-provided system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner.
- Provide the Supplier with access to equipment, software, and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the Supplier at all times.

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customers and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change, or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminished the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.
a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"

(i) Scheduled network, hardware, or service maintenance.
(ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login.
(iii) A failure of the Internet and/or the public switched telephone network.
(iv) The occurrence of any event that is beyond UA's reasonable control, or
(v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro- rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.
a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.
b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

(i) Duty shirts (long or short sleeve)
(ii) Soft outer carrier vest
(iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

(i) Polo shirts
(ii) Commando style sweaters
(iii) Tactical vest or outer plate carriers
(iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

(i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
(iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at $2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a $200 allotment towards any combination of new BodyWorn ready, standard uniforms, per body camera purchased.

1.2.1 Uniform Retrofit Pricing Schedule.
a. BodyWorn - **standard** garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, BodyWorn Ready	$13
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	$33
Elbeco SH3500	Soft Shell Jacket	$23
All Standard Uniform Types	Grommet Swap Out	$10

b. BodyWorn - **non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail uniforms@utility.com

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	$33
Tactical Vest – Velcro Closure	$43
Tactical Vest – Center Zipper Closure	$23
Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	$43
Polo Shirt	$43
Polo Carrier – Horizontal Zipper	$43
Leather Jacket / Coat.	Quote Only
Patches	
Single	$5
Pair	$6
Name Tape – Includes Embroidery and Velcro	$10

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the “License”), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates’ internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer’s notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer’s use of the Service subsequent to such notice(s) shall constitute Customer’s acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees (“Fees”). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA (“Taxes”). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within forty-five (45) calendar days of the date they are due, UA may bill Customer a 1.5%

fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term “Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA’s rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service when it became known to the customer, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional One (1) year terms (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) The other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach,

(b) The other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is responsible for all Fees due through the next annual anniversary date of the Effective Date of the Agreement. If UA terminates the Agreement under this provision, Customer is entitled to thirty (30) more days of limited use of the Service for the sole purpose of permitting Customer to retrieve Customer Data. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Oktibbeha County, Mississippi.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense, or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate.

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer’s obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Signed on behalf of The Supplier:

Signed: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

UTILITY

01-27-2021

Chief Mark Ballard
Starkville Police Department
101 East Lampkin Street
Starkville MS, 39759

Dear Chief Ballard:

Utility Inc. is honored that your Department has chosen our company to provide its Officers with the BodyWorn™ and Rocket IoT™ Vehicle Video & Communication Solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the Service Agreement between the Starkville Police Department and Utility, Inc.

1. Agreement Duration: This Professional Service Agreement will commence upon acceptance by signature and remain in effect for sixty (60) months.

2. Price Proposal

    a. BodyWorn™ Camera and Vehicle Video & Communication Systems to Support a Total of 60 Officers and 40 Vehicles with CAD Integration and Activation.
    b. Period of Agreement = 60 Months
    c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, Initial Installation and Training for a period of Sixty (60) months for: **$621,600.00**

3. Bill of Materials Included with the Offer:

    Every Officer (Qty. 60) will be equipped with the following:

    a. One (1) BodyWorn™ Camera and Mount
    b. One (1) Holster Activation Sensor
    c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
    d. One (1) CAD Integration and Activation
    e. $200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased
    f. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Service Level Agreement, for Additional Uniform Details
    g. AvailWeb Video Management Software and Mapping Interface License
    h. Unlimited Download & Storage – Based on Department's Retention Policy
    i. Smart Redaction Software License
    j. BodyWorn Hardware Refresh at 37th Month of Contract
    k. Installation and Training – Onsite and Online Training Included
    l. Full Warranty
    m. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 40) will be equipped with the following:

a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
b. Rocket IoT Vehicle Triggers
c. Front Facing and Rear Camera Vehicle Video Solution
d. Setup of Rocket IoT Control Interface through Vehicle MDC
e. Installation, Validation, and Configuration
f. OBDII Vehicle Diagnostics Cable
g. Full Warranty
h. 24/7 Technical Support for the Life of the Contract (60 Months)

4. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following.

    a. Daily Rate Charges of $1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

5. Payment Terms:

Year One:	Due Upon Signing of Agreement $124,320.00
	Due Upon Delivery of Equipment $ 124,320.00
	Due Upon Final Acceptance $ 62,160.00
Year Two:	Due Upon Anniversary $77,700.00
Year Three:	Due Upon Anniversary $77,700.00
Year Four:	Due Upon Anniversary $77,700.00
Year Five:	Due Upon Anniversary $77,700.00

We are privileged to work with your Department on this project. Should you have any questions at any time please feel free to call or email me at 317-538-6232 or mwood@utility.com.

Respectfully,

Mark Wood, Director of North American Sales

Offer Acceptance by Authorized Official: ______________________________

Title: ______________________________

Date: ______________________________

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer
Christopher Leroux, Business Manager

AGENDA ITEM DEPT.: Starkville Utilities

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.16.2021**

RECOMMENDATION FOR BOARD ACTION **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

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

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

H & H CHIEF Sales, Inc.

Used Trucks • Custom Built Bodies • Lime & Fertilizer Equipment

1309 Highway 35 North • P. O. Box 456
Carthage, MS 39051
(601) 267-9643 • (800) 264-9643 • Fax (601) 267-9645
www.hhchiefsales.com

Estimated by: Doug Blakeney

Date: 1-28-21
Company Name: City of Starkville
Contact Name: Chris
Address: T.Cole@City of Starkville
City, State, Zip: .Org
Phone: 662-323-9676 Fax:
Mobile: Email:

Year: 2021 Make: Dodge Model: 4500 Serial #:
Engine: Trans: WB CA CT Paint Code:

QUANTITY	DESCRIPTION	PRICE
1	CM 9' Dump Body	
1	Rear Reciever Hitch w/2 5/16 Ball	
1	Subframe & Hoist	
	Installed	$10,200

SPECIAL NOTES

TOTAL LABOR	
TOTAL PARTS	
SUBLET	
FREIGHT	
MATERIALS	
SHOP SUPPLIES	
EPA	
TAX	
TOTAL	

AUTHORIZED BY: Doug Blakeney

ESTIMATE GOOD FOR 45 DAYS

AGENDA ITEM NO:
AGENDA DATE: March 2, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to upgrade the current Honeywell AMI handheld system software to Connexo FieldSense in the amount of $14,871.00 with an annual reoccurring licenser fee of $3,745.00.

AMOUNT & SOURCE OF FUNDING: 2021

FISCAL NOTE

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval authorization to upgrade the current Honeywell AMI handheld system software to Connexo FieldSense in the amount of $14,871.00 with an annual reoccurring licenser fee of $3,745.00.

Honeywell
THE POWER OF CONNECTED

208 S.Rogers Lane
Raleigh, NC 27610

(919) 212-4700
http://www.honeywell.com

Honeywell EnergyAxis ™ Advanced Metering Infrastructure

Honeywell Price Proposal to Starkville Utilities (Connexo FieldSense) **12/15/2020**

Software

Item #	Description	Qty	Unit Price	Ext.Price
	Connexo FieldSense Activation Fee			
1	AMI Endpoints (20,001 - 50,000)	1	$9,416.00	$9,416
	Subtotal - Meter Software			**$9,416**

Program Delivery Services

Item #	Description	Qty	Unit Price	Ext.Price
2	AMI Project Delivery Services	1	$5,454.60	$5,455
	FieldSense Metercat server, Admin Station, and Android App (MeterSense and Inspector) Setup			
	FieldSense Metercat training			
	FieldSense Installer Training			
3	Est. Travel & Living Expenses	0	$2,500.00	$0
	Subtotal - AMI Project Delivery Services			**$5,455**

Total - Hardware, Software, and Program Delivery Services **$14,871**

Recurring Fees

Item #	Description	Qty	Unit Price	Ext.Price
4	Annual License Fee Renewal and SMA Support (Connexo FieldSense)	1	$3,745.00	$3,745
	Subtotal - Annual License Fee Renewal			**$3,745**

Pricing Notes and Assumptions

All Pricing Should Be Considered Proprietary and Confidential to Honeywell.

Honeywell submits this proposal in accordance with the terms and conditions contained in the legal response of its submission.

Annual Price Increase on Project Services Fees:
After the Base Period, the fees for Services may be adjusted by the greater of four percent (4%) or, when comparing the most recent years' data, the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average.

Annual Price Increase Software:
After the Base Period, the fees for Software may be adjusted by the greater of four percent (4%) or, when comparing the most recent years' data, the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average.

Notwithstanding the above, Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (https://www.lme.com) (f) if at any time if fuel costs exceed $3.00 USD/gallon, and (g) increases for Cost of Living Adjustments based on CPI, every eighteen (18) months measured against the cost of living as of the Effective Date of the Agreement.

Notwithstanding any language to the contrary in the terms and conditions referenced herein, deliveries may be affected by (a) measures implemented by municipal, provincial and federal authorities across the world restricting travel, instituting

localized quarantines or requiring companies to interrupt operations in order to contain the spread of COVID-19 or (b) measures implemented by governments, recognized health authorities or private entities to adhere to recommendations from authorities to contain the spread of COVID-19. Honeywell will use reasonable endeavors, in accordance with laws and recommendations from recognized health or other authorities, to minimize any such disruptions due to these types of events. The quoted delivery dates may be adjusted by Honeywell accordingly, and Honeywell will not be liable for damages, including Liquidated Damages, for any delays caused by these types of events. For the avoidance of doubt, the provisions of the Force Majeure clause will be effective even through the circumstance or contingency giving rise to inability of performance will have been operative on the date hereof.

Sales Tax: Pricing for proposed hardware, software, and services does not include sales tax.

Program Delivery Services:

-- Pricing for Honeywell Project Delivery Services assumes 6 days customer engagement period.
-- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
-- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

Travel: Honeywell Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

System Maintenance:

-- Pricing for system maintenance is estimated. Please see the Honeywell System Maintenance Agreement (SMA) for details.
-- Annual License Fee Renewal calculated as 20% of Connexo software platform List Price.

AGENDA ITEM NO:
AGENDA DATE: **March 2, 2021**
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest quote of $46,010.80 from Petroleum Equipment Service and Repair Inc. to remove the underground fuel tanks

AMOUNT & SOURCE OF FUNDING: Divided among departments based on past usage.

FISCAL NOTE: 2 Quotes Received:

Spatco Energy Solutions, LLC	$ 78,753.10
Petroleum Equipment Service	$ 46,010.80

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

SOLICITATION FOR QUOTATIONS

CITY OF STARKVILLE
UNDERGROUND STORAGE TANKS ABANDONMENT

DATE: 11 Feb, 2021

PROPOSAL OF Petroleum Equipment Service & Repair, Inc.
(Name of Bidder)

6272 Hwy 1 South Glen Allan, MS 38744
(Address of Bidder)

for construction of UNDERGROUND STORAGE TANKS ABANDONMENT.

The documents on which this Quoted Proposal is based include the Quote Submittal Instructions, Quoted Proposal, Contract Forms, General conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF STARKVILLE

Mayor and Board of Aldermen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the bid documents and job site.

I (We) further certify that I (we) will visit and carefully examine the site of the proposed Work and will inspect the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

In accordance with the requirements of the Project Manual, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for within the specified Contract Time.

The following is my (our) Proposal for construction of Underground Storage Tanks Abandonment.

11FEB21

BASE BID - PAY ITEM SCHEDULE					
Pay Item	Description	Est. Quantity	Unit	Unit Price	Total Amount
1	Mobilization, Not to Exceed 5% of Total Base Bid Price	1	Lump Sum		$1,900.43
2	Removal and Disposal of UST System per MDEQ Requirements	1	Lump Sum		$43,660.37
3	Closure Report	1	Lump Sum		$450.00
TOTAL BASE BID PRICE				$ 46,010.80	
TOTAL BASE BID PRICE, IN FIGURES:					

ADDITIVE ALTERNATE - PAY ITEM SCHEDULE					
Pay Item	Description	Est. Quantity	Unit	Unit Price	Total Amount
4	Performance Bond – 100% of Total Base Bid Price	1	Lump Sum		$750.00
5	Payment Bond – 100% of Total Base Bid Price	1	Lump Sum		$750.00

NOTE:

THE TOTAL ABOVE IS THE TOTAL PRICE QUOTED BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING QUOTES. THE OWNER WILL MAKE THE TABULATION FROM THE PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE PRICE PER LINE ITEM (PAY ITEM NO.) SHALL GOVERN.

THE BIDDER IS ADVISED THAT ACTUAL WORK PERFORMED WILL BE BASED ON AVAILABILITY OF FUNDING AT THE TIME OF CONSTRUCTION.

BIDDER'S TOTAL PRICE SHALL INCLUDE ALL TAXES AND ANY OTHER ASSOCIATED FEES. TOTAL BID PRICE IS FOR A COMPLETE JOB. THE OWNER HAS THE RIGHT TO ADD TO AND/OR SUBTRACT FROM ANY ITEMS LISTED IN THE PAY ITEM SCHEDULE FOR AWARDING WORK. UNIT PRICE ITEMS LISTED ARE FOR THE PURPOSE OF ADJUSTING FROM ESTIMATED UNIT QUANITIES FOR A COMPLETE JOB. ANY DEVIATION FROM THE ESTIMATED QUANTITIES WILL BE ONLY ALLOWED BY AN APPROVED CHANGE OWNER BETWEEN THE CONTRACTOR AND OWNER.

OWNER RESERVES THE RIGHT TO CHOOSE ANY COMBINATION OF BID ITEMS, INCLUDING ADDING OR SUBTRACTING FROM THE ABOVE QUANTITIES FOR AWARDING CONTRACTS TO ONE BIDDER OR MORE THAN ONE BIDDER.

11 FEB 21

I (We) further propose to execute a Standard Contract Agreement provided by the Owner within ten(10) working days after receipt of a Notice of Award from the Owner and to complete the work within ninety **(90)** Consecutive Calendar days from a Notice to Proceed by the Owner.

Respectfully Submitted,

Petroleum Equipment Service & Repair, Inc.
Contractor(s)

By: Rodney A. Edwards Jr.

Title: President

6272 Hwy 1 South
Address

Glen Allan, MS 38744

11 FEB 21

Solicitation for Quotations

City of Starkville
Underground Storage Tanks Abandonment

DATE: February 1, 2021

PROPOSAL OF Spatco Energy Solutions, LLC
(Name of Bidder)

1180 Weems Street, Pearl, MS 39208
(Address of Bidder)

for construction of UNDERGROUND STORAGE TANKS ABANDONMENT.

The documents on which this Quoted Proposal is based include the Quote Submittal Instructions, Quoted Proposal, Contract Forms, General conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF STARKVILLE

Mayor and Board of Aldermen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the bid documents and job site.

I (We) further certify that I (we) will visit and carefully examine the site of the proposed Work and will inspect the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

In accordance with the requirements of the Project Manual, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for within the specified Contract Time.

The following is my (our) Proposal for construction of Underground Storage Tanks Abandonment.

BASE BID - PAY ITEM SCHEDULE					
Pay Item	Description	Est. Quantity	Unit	Unit Price	Total Amount
1	Mobilization, Not to Exceed 5% of Total Base Bid Price	1	Lump Sum	2,550.00	2,550.00
2	Removal and Disposal of UST System per MDEQ Requirements	1	Lump Sum	73,993.10	73,993.10
3	Closure Report	1	Lump Sum	2,210.00	2,210.00
TOTAL BASE BID PRICE				$	78,753.10
TOTAL BASE BID PRICE, IN FIGURES: Seventy Eight Thousand Seven Hundred Fifty Three and 10/100 Dollars					

ADDITIVE ALTERNATE - PAY ITEM SCHEDULE					
Pay Item	Description	Est. Quantity	Unit	Unit Price	Total Amount
4	Performance Bond – 100% of Total Base Bid Price	1	Lump Sum	1,490.62	1,490.62
5	Payment Bond – 100% of Total Base Bid Price	1	Lump Sum	945.04	945.04

NOTE:
THE TOTAL ABOVE IS THE TOTAL PRICE QUOTED BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING QUOTES. THE OWNER WILL MAKE THE TABULATION FROM THE PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE PRICE PER LINE ITEM (PAY ITEM NO.) SHALL GOVERN.

THE BIDDER IS ADVISED THAT ACTUAL WORK PERFORMED WILL BE BASED ON AVAILABILITY OF FUNDING AT THE TIME OF CONSTRUCTION.

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OWNER RESERVES THE RIGHT TO CHOOSE ANY COMBINATION OF BID ITEMS, INCLUDING ADDING OR SUBTRACTING FROM THE ABOVE QUANTITIES FOR AWARDING CONTRACTS TO ONE BIDDER OR MORE THAN ONE BIDDER.

I (We) further propose to execute a Standard Contract Agreement provided by the Owner within ten(10) working days after receipt of a Notice of Award from the Owner and to complete the work within ninety **(90)** Consecutive Calendar days from a Notice to Proceed by the Owner.

Respectfully Submitted,

Jimmy Ratcliff

Contractor(s)

By: Jimmy Ratcliff

Title: Account Manager

1180Weems Street

Address

Pearl, MS 39208

John Cunningham

From: Carolyn Roberts <carolyn@morrowpumpservice.com>
Sent: Thursday, February 11, 2021 11:29 AM
To: John Cunningham
Subject: RE: City of Starkville, UST Abandonment Quote

I'm sorry!! Billy has not had the time to work on it. We are just too busy right now to take anything else on. We won't have the time to get the bonds, and Billy said he doesn't want to tie his money up in the cost on the front end.

Sorry!!

From: John Cunningham <john.cunningham@neel-schaffer.com>
Sent: Thursday, February 11, 2021 11:24 AM
To: Carolyn Roberts <carolyn@morrowpumpservice.com>
Subject: Re: City of Starkville, UST Abandonment Quote

Good Morning Carolyn.

Just checking in to see if you all were going to be able to provide a quote this week? I have two out of three vendors requested and hope you all can help us out with a third.

thanks

From: John Cunningham
Sent: Wednesday, February 10, 2021 6:22 PM
To: Rodney Edwards Jr <rod@petroleumequipment.biz>; Carolyn Roberts <carolyn@morrowpumpservice.com>
Subject: RE: City of Starkville, UST Abandonment Quote

All – Please Addendum No. 2 for clarifications. thanks

………

John G. Cunningham, P.E.
Vice President

Neel-Schaffer, Inc.
1115 Stark Road
Starkville, MS 39760
Phone: 662-268-7966
Fax: 662-268-7961
Cell: 662.251.3026
email: john.cunningham@neel-schaffer.com
Website: www.neel-schaffer.com

From: John Cunningham
Sent: Tuesday, February 09, 2021 9:44 AM
To: Rodney Edwards Jr <rod@petroleumequipment.biz>; Carolyn Roberts <carolyn@morrowpumpservice.com>
Subject: RE: City of Starkville, UST Abandonment Quote

All – just checking in to see when me might expect a quote from each of you. If it's going to take longer than this week, please let me know so I can inform the City. thanks

……..
John G. Cunningham, P.E.
Vice President

Neel-Schaffer, Inc.
1115 Stark Road
Starkville, MS 39760
Phone: 662-268-7966
Fax: 662-268-7961
Cell: 662.251.3026
email: john.cunningham@neel-schaffer.com
Website: www.neel-schaffer.com

From: John Cunningham
Sent: Sunday, January 10, 2021 8:22 PM
To: Rodney Edwards Jr <rod@petroleumequipment.biz>; Carolyn Roberts <carolyn@morrowpumpservice.com>; jimmy.ratcliff@spatco.com
Cc: Jacob Forrester <jforrester@starkvilleutilities.com>
Subject: RE: City of Starkville, UST Abandonment Quote

Attention: Morrow Pump Service, Inc., Petroleum Equipment Service & Repair, Southern Pump & Tank Co. (DBA Spatco Energy Solutions)

The City of Starkville is soliciting quotes for the subject project. The attached bid documents are being provided for your use in submitting a quote on February 2, 2021 at 10 am at the Starkville office of Neel-Schaffer to my attention. A digital copy may also be submitted in lieu of a paper copy to this email address at said date and time w/ "City of Starkville UST Abandonment Quote Submittal" typed in the subject line to identify a bid is attached to the emailed quote submittal.

Please follow the instructions included in said bid documents for providing a quote. We welcome your participation with submitting a quote.

Thanks
……..
John G. Cunningham, P.E.
Vice President

Neel-Schaffer, Inc.
1115 Stark Road
Starkville, MS 39760
Phone: 662-268-7966
Fax: 662-268-7961
Cell: 662.251.3026
email: john.cunningham@neel-schaffer.com
Website: www.neel-schaffer.com

From: John Cunningham
Sent: Saturday, April 04, 2020 1:47 PM
To: Rodney Edwards Jr <rod@petroleumequipment.biz>; Carolyn Roberts <carolyn@morrowpumpservice.com>; jimmy.ratcliff@spatco.com
Cc: Jacob Forrester <jforrester@starkvilleutilities.com>
Subject: RE: City of Starkville, UST Abandonment Quote

Dear Sir/Madam:

On behalf of the City of Starkville, the request for a Solicitation for Quotes for the above referenced has been put on hold until further notice. Therefore no quote is needed until said notice. We will let all here know when a new submittal date is being requested.

Thank you for all your interest thus far.

………..

John G. Cunningham, P.E.
Vice President

NEEL-SCHAFFER
912 Lynn Lane
Starkville, MS 39759
Phone: 662-268-7966
Fax: 662-268-7961
Cell: 662.251.3026
www.neel-schaffer.com

AGENDA ITEM NO:
AGENDA DATE: March 2, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to proceed as an emergency purchase for the 24-inch sewer main failure at the Earnest E. Jones Wastewater Treatment plant. The repair requires larger size pipe than Starkville Utilities keeps in inventory. The material amount is not to exceed $13,000.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to proceed as an emergency purchase for the 24-inch sewer main failure at the Earnest E. Jones Wastewater Treatment plant. The repair requires larger size pipe than Starkville Utilities keeps in inventory. The material amount is not to exceed $13,000.00.per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority

2505 Mattox St
Tupelo, MS 38801
662-841-1270

Starkville MS
2/26/2021

Item	Quantity	Unit	Description	Unit Price	Extension
	80	LF	24" DI PIPE 350	$ 97.00	$ 7,760.00
	1	RL	24" ROLL DI PIPE WRAP	$ 325.00	$ 325.00
	2	EA	24" MJ DI SLEEVE	$ 585.00	$ 1,170.00
	4	EA	24" MEGALUG RESTRAINT PACK	$ 385.00	$ 1,540.00
			****2 WEEK LEAD TIME ON PIPE****		
			ALTERNATE C 905 PVC		
	80	LF	24" C905 DR 18 CL 235	$ 75.00	$ 6,000.00
			NO WRAP NEEDED		
	2	EA	24" MJ DI SLEEVE	$ 585.00	$ 1,170.00
	4	EA	24" MEGALUG RESTRAINT PACK	$ 385.00	$ 1,540.00
			****1 DAY LEAD TIME****		

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days

F.O.B. Jobsite

Thanks,

Justin M Gillon
Tupelo Branch Manager
Consolidated Pipe & Supply Co., Inc.