



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
April 20, 2021**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**
Calvin Ware

Interim Airport Director
Allen Pepper

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

RECESS MEETING OF TUESDAY, APRIL 20, 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 MARCH 16, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 6, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PRAIRIE OPPORTUNITY – TOMEKA RHINE SPEAKING ABOUT YOUTH SUMMER PROGRAMS

VIII. PUBLIC HEARING

THIRD OF THREE PUBLIC HEARINGS AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE, UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.

PUBLIC HEARING AND CONSIDERATION OF SE 21-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXPANSION OF A NONCONFORMING USE IN A T5-C ZONING DISTRICT AT 112 MILL STREET WITH THE PARCEL NUMBER 101D-00-321.00. .

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE INCREASE IN THE CONTRACT WITH OKTIBBEHA COUNTY FOR COLLECTING TAXES FOR THE CITY OF STARKVILLE IN THE AMOUNT OF \$10,000 FOR A TOTAL OF \$60,000 FOR COLLECTION YEAR 2022.

B. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH SPORTS FACILITY MANAGEMENT, LLC FOR THE NEGOTIATION OF FACILITIES MANAGEMENT AGREEMENT FOR CORNERSTONE PARK.

- C. CONSIDERATION OF THE HIRING OF PAUL ALCANTAR AS A SANITATION DIRECTOR IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.
- D. CONSIDERATION OF THE CONTRACT WITH GARETH CURTISS FOR THE DEVELOPMENT, CREATION AND INSTALLATION OF THE COOL PAPA BELL SCULPTURE TO BE LOCATED AT CORNERSTONE PARK.
- E. DISCUSSION AND CONSIDERATION OF THE STATUS OF THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES.

X. BOARD BUSINESS

- A. CONSIDERATION OF REQUEST FOR FREE PORT WAREHOUSE LICENSE BY WEAVEXX, LLC.
- B. CONSIDERATION TO APPOINT JESSICA HILL, THE SOLE APPLICANT TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES FOR A TERM ENDING SEPTEMBER 30, 2025.
- C. CONSIDERATION TO AMEND THE APPOINTMENT EXPIRATION DATE OF KENNEDY NEAL TO THE STARKVILLE-OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES TO END SEPTEMBER 30, 2023.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. CONSIDERATION OF FAA – AIP GRANT 3-28-0068-026-2021 APPLICATION IN THE AMOUNT OF \$23,000.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON YOUNG CORP., THE SOLE BIDDER.
- 2. CONSIDERATION OF FP 21-02: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 20.75 ACRES LOT INTO 79 LOTS ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/-330FT SOUTH OF THE INTERSECTION WITH LYNN LANE DIRECTLY SOUTH OF THE MAISON DE VILLE SUBDIVISION IN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

3. DISCUSSION AND CONSIDERATION OF FP 21-03: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING OF THREE PARCELS IN THE GREENBRIAR SUBDIVISION LOCATED AT THE SOUTH END OF DAY LILY DRIVE, 100 FOLEY DRIVE, AND 102 FOLEY DRIVE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-035.03, 106C-00-091.00, AND 106C-00-092.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR TESTING SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM SPRINGER ENGINEERING IN THE AMOUNT OF \$7,290.00 AND AUTHORIZING THE MAYOR TO EXECUTE A TESTING PROPOSAL.
2. CONSIDERATION OF APPROVAL OF THE CITY OF STARKVILLE STANDARDS OF DESIGN AND SPECIFICATIONS POLICY.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 13, 2021 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF MARCH FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JARROD WOMACK AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO TRANSFER DONNIE SCALES FROM THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT TO THE STREET DEPARTMENT AS AN EQUIPMENT OPERATOR.

3. REQUEST AUTHORIZATION TO HIRE ARCHIE STALLINGS AS AN ENTRY LEVEL FIREFIGHTER AND TO HIRE AUSTIN MASK AND DYLAN ROCKWELL AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE SARAH BURTON, CAYLA DAVIS, ZAVIEN LANDFAIR AND ANNA D' AQUILLA AS PART TIME RECREATION AIDES FOR THE PARKS AND RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE GRIFF LIPPINCOTT AND DREW LEE AS PARKS GROUNDS MAINTENANCE FOR THE PARKS AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE TYSON MALIK TATE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR A HUMAN RESOURCES ASSISTANT/TRAINING COORDINATOR IN THE HUMAN RESOURCES DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE FOR A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO APPROVE PRYROSHOW CONTRACT FOR THE 4TH OF JULY FIREWORKS DISPLAY INCLUDING A 50% DEPOSIT PAYMENT OF \$5,100.00.
2. CONSIDERATION OF UPDATED CHANGE ORDER #2 WITH T & M STEEL ERECTORS, INC. REPLACING INCORRECT CHANGE ORDER PRESENTED APRIL 6, 2021, REFLECTING CORRECT BEGINNING CONTRACT AMOUNT.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION FOR TWO OFFICERS TO ATTEND A STREET DRUG CONFERENCE IN SOUTHHAVEN APRIL 25 – 29, 2021, WITH A TOTAL COST NOT TO EXCEED \$850.

2. CODE ENFORCEMENT

- a. CONSIDERATION FOR CALLING FOR AN ADDITIONAL PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVENUE, BUILDINGS 4, 5 AND 8, WITH PARCEL NUMBER 118K-00-016.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION SHOULD OCCUR.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DIVISION 2011 FORD RANGER SC XTL (VIN:1FTKR1ED8BPA49831) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST NOT TO EXCEED \$21,000.00.
2. REQUEST AUTHORIZATION TO REPLACE THE EXISTING HOMA #AKX1668-5207129HL/S-S/N # 228140-HP 129-VOLTS 460-RPM 893 WITH A NEW HOMA # AKX1668-520/1219HU FM AS A SOLE SOURCE REQUEST, NOT TO EXCEED \$70,000 IN ACCORDANCE WITH MISSISSIPPI CODE SECTION 31-7-13, PARAGRAPH M.VIII, DUE TO LIMITATIONS ASSOCIATED WITH EXISTING PUMP STATION PIPING AT THE INFLUENT LIFT STATION FOR THE WASTEWATER PLANT.
3. REQUEST APPROVAL TO PROCEED AS AN EMERGENCY PURCHASE FOR THREE (3) VARIABLE FREQUENCY DRIVERS (VFD) AT THE TRIM CANE PUMP STATION THAT WERE DAMAGED DUE TO LIGHTNING IN AN AMOUNT NOT TO EXCEED \$21,000.00 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

PERSONNEL

PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 4, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525, ext. 3130 at least forty-eight (48) hours in advance for any services requested.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-20-21
PAGE: 1 of 140

SUBJECT: Request approval of the minutes of the March 16, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the March 16, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 16, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on March 16, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor D. Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to approve the March 16, 2021 Official Agenda as revised. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MARCH 16, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 26, 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. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF 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 FOR THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT CONTINGENT UPON THE RELINQUISHMENT OF THE CURRENT TIF OBLIGATIONS FROM MARK CASTLEBERRY FOR THE MILL AND MIDDLETON MARKETPLACE.

FIRST OF TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.

PUBLIC HEARING ON AND APPROVAL OF A BOARD ORDER EXPRESSING SUPPORT FOR THE PROPOSED OVERLAY AND RESTRIPIING PROJECT ON JACKSON STREET (HWY 389) FROM HWY 182/MLK DRIVE TO GARRARD ROAD AS THE REVISED ROAD DIET DESIGN FOR THE MDOT OVERLAY PROJECT FOR 2021.

IX. MAYOR'S BUSINESS

A. REQUEST AUTHORIZATION TO ADVERTISE FOR A SANITATION DIRECTOR IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

B. DISCUSSION OF THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES.

X. BOARD BUSINESS

A. CONSIDERATION OF AGREEMENTS WITH THE MUNICIPAL DEMOCRATIC EXECUTIVE COMMITTEE AND MUNICIPAL REPUBLICAN EXECUTIVE COMMITTEE INCORPORATING CHANGES REQUESTED BY THE COMMITTEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM DOUG MARTIN FOR CONNECTING FIVE LIGHT POLES WITH UNDERGROUND POWER AND RE-LOCATE THE AVIATION FUEL SIGN IN THE AMOUNT OF \$10,800 AT GEORGE M. BRYAN FIELD TO BE PAID WITH 2020 MDOT GRANT FUNDS.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO ADVERTISE FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BUILD GRANT AND DEVELOPMENT OF A SELECTION COMMITTEE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION PROFESSIONAL DEVELOPMENT MANUAL AND THE LOCAL PUBLIC AGENCY CONSULTANT OPERATING PROCEDURES FOR PROFESSIONAL SERVICES.
2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE YELLOWJACKET DRIVE SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$49,853.70 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE SCHOOL DISTRICT INDICATING THEY WILL BE PROVIDING \$15,000 TOWARD THE PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 9, 2020 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE FEBRUARY FINANCIAL STATEMENTS.
3. CONSIDERATION OF THE APPROVAL TO PAY POLL MANAGERS \$125 AND R & R MANAGERS \$140 PER ELECTION DAY AS WELL AS \$25 FOR COMPLETING TRAINING CLASS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE GRETCHEN REEVES AS AN ATHLETIC MANAGER IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE WILLIAM MCCORMICK AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING AND UTILITIES DEPARTMENTS.
3. CONSIDERATION TO ALLOW THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY TO CONDUCT A SALARY STUDY FOR THE CITY OF STARKVILLE AT A TOTAL COST OF \$2,500.
4. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF BRANDY JOHNSON FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE TAYLOR NOLAND AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE LYRIAN NEELY AND KELLI JACOBS AS A RADIO OPERATORS (DISPATCHERS) IN THE STARKVILLE POLICE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JAMARRION BROWN AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT WITH WCBI FOR A DRIVE THROUGH JOB FAIR SET FOR MAY 25, 2021.
2. CONSIDERATION TO BID THE SPORTSPLEX PARKING LOT PROJECT WHICH WILL BE FUNDED FROM BOND PROCEEDS.
3. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT WITH THE JEFFERY SIMMONS CAMP FOR A TWO-DAY FOOTBALL CAMP SET FOR JULY 9 AND JULY 10, 2021.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION OF AN APPLICATION FOR A 100% REIMBURSABLE FY22 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION OF DUI ENFORCEMENT WHICH FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 540 HOURS IN OVERTIME FOR DUI ENFORCEMENT.
- b. CONSIDERATION OF AN APPLICATION FOR A 100% REIMBURSABLE FY22 POLICE TRAFFIC SERVICES ENFORCEMENT GRANT FOR THE CONTINUATION OF PTS

ENFORCEMENT IN THE AREAS OF OVERTIME FOR SPEEDING, SEATBELT, AND CHILD RESTRAINT ENFORCEMENT, \$17,340 FOR THE USE OF OVERTIME ENFORCEMENT AND \$6,356 FOR THE PURCHASE OF 4 SPEED DETECTING RADARS.

- c. REQUEST APPROVAL FOR A K9 PROGRAM UTILIZING A SHORTHAIRED POINTER (GSP) WITH A DIRECT COST TO VOHNE LICHE KENNELS FOR A FULLY TRAINED K9 AND TRAINING PROVIDED TO HANDLER @ \$15,620.00, AND SPECIALIZED CAGE FOR POLICE VEHICLE @ \$3,500.00 AT AN INITIAL COST NOT TO EXCEED \$20,000.00 TO BE PAID FROM DRUG FORFEITED FUNDS.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 712 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-031.00, 713 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-033.00 AND 714 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-032.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 110 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-172.00, 112 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-171.00 AND 205 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-150.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVE BUILDINGS 4, 5 AND 8 WITH THE PARCEL NUMBER 118K-00-016.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO THE GREEN INVEST AGREEMENT, INCLUDING ALL TRANCHE AMENDMENTS, WITH THE TENNESSEE VALLEY AUTHORITY (TVA).
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FOR THE BORE MATERIAL FROM SOUTHERN PIPE AND SUPPLY FOR THE OLD WEST POINT ROAD BRIDGE WATERLINE RELOCATION IN THE AMOUNT OF \$9,741.71.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 6, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525, ext. 3130 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 29:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 16, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 26, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 26, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A SANITATION DIRECTOR IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Sanitation Director in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AGREEMENTS WITH THE MUNICIPAL DEMOCRATIC EXECUTIVE COMMITTEE AND MUNICIPAL REPUBLICAN EXECUTIVE COMMITTEE INCORPORATING CHANGES REQUESTED BY THE COMMITTEES.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of amended agreements with the Municipal Democratic and Republican Executive Committees incorporating changes requested by the committees” is enumerated, this consent item is thereby approved.

ELECTION AGREEMENT

Between
City of Starkville Municipal Republican Executive Committee
And
City of Starkville, MS
And
Starkville Election Commission

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

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

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

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

Section 1. Programming of TSX Units and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the TSX Units when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Republican Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the

City clerk and representatives of the Starkville Municipal Republican Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of TSX units to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

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

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

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

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

workers selected by the Starkville Municipal Republican Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.

- d) The Starkville Municipal Republican Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

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

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

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

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Republican Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Republican Party Primary Resolution Board.

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

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

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

Signed this the 16th day of March, 2021.

Jack Forbus

Chairman, Starkville Municipal Republican Executive Committee

Lesa Hardin

City Clerk, City of Starkville, MS

P.C. McLawrin, Jr.

Chairman, Starkville Election Commission

ELECTION AGREEMENT

Between
City of Starkville Municipal Democratic Executive Committee
And
City of Starkville, MS
And
Starkville Election Commission

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

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

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

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

Section 1. Programming of TSX Units and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the TSX Units when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Democratic Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the

City clerk and representatives of the Starkville Municipal Democratic Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of TSX units to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

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

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

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

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

workers selected by the Starkville Municipal Democratic Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.

- d) The Starkville Municipal Democratic Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

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

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

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The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Democratic Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Democratic Party Primary Resolution Board.

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

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

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

Signed this the 16th day of March, 2021.

Patti Drapala

Chairman, Starkville Municipal Democratic Executive Committee

Lesa Hardin

City Clerk, City of Starkville, MS

P.C. Mc Laurin, Jr.

Chairman, Starkville Election Commission

6. CONSIDERATION OF THE LOWEST QUOTE FROM DOUG MARTIN FOR CONNECTING FIVE LIGHT POLES WITH UNDERGROUND POWER AND RE-LOCATE THE AVIATION FUEL SIGN IN THE AMOUNT OF \$10,800 AT GEORGE M. BRYAN FIELD TO BE PAID WITH 2020 MDOT GRANT FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Doug Martin for connecting five light poles with underground power and re-locate the aviation fuel sign in the amount of \$10,800 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

Two quotes received: Doug Martin \$10,800.00 and Doss Electric \$15,000.00

7. CONSIDERATION OF AUTHORIZING THE MAYOR TO ADVERTISE FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BUILD GRANT AND DEVELOPMENT OF A SELECTION COMMITTEE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION PROFESSIONAL DEVELOPMENT MANUAL AND THE LOCAL PUBLIC AGENCY CONSULTANT OPERATING PROCEDURES FOR PROFESSIONAL SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the Mayor to advertise for Construction Engineering and Inspection Services for the Build Grant and development of a selection committee in accordance with the Mississippi Department of Transportation Professional Development Manual and the Local Public Agency Consultant Operating Procedures for professional Services” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE YELLOWJACKET DRIVE SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$49,853.70 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE SCHOOL DISTRICT INDICATING THEY WILL BE PROVIDING \$15,000 TOWARDS THE PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Yellowjacket Drive Sidewalk Project from Groundstone Construction in the amount of \$49,853.70 and authorizing the Mayor to execute a construction contract with the school district indicating they will be providing \$15,000 towards the project” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone Construction - \$49,853.70 and Cornerstone Civil Contractors - \$69,658.15

9. ACCEPTANCE OF THE FEBRUARY FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the February financial statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE APPROVAL TO PAY POLL MANAGERS \$125 AND R & R MANAGERS \$140 PER ELECTION DAY AS WELL AS \$25 FOR COMPLETING TRAINING CLASS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to pay poll managers \$125 and R & R Managers \$140 per election day as well as \$25 for completing the required training class” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE GRETCHEN REEVES AS AN ATHLETIC MANAGER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Gretchen Reeves as an Athletic Manager in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE WILLIAM MCCORMICK AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING AND UTILITIES DEPARTMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire William McCormick as an Engineering Inspector in the Starkville Engineering/Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ALLOW THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY TO CONDUCT A SALARY STUDY FOR THE CITY OF STARKVILLE AT A TOTAL COST OF \$2,500.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow the Stennis Institute of Government and Community Development at Mississippi State University to conduct a salary study for the City of Starkville at a total cost of \$2,500” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO CHANGE THE CLASSIFICATION OF BRANDY JOHNSON FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to change the classification of Brandy Johnson from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE TAYLOR NOLAND AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Taylor Noland as an Animal Control Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE LYRIAN NEELY AND KELLI JACOBS AS RADIO OPERATORS (DISPATCHERS) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Lyrian Neely and Kelli Jacobs as Radio Operators (Dispatchers) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE JAMARRION BROWN AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jamarrion Brown as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT WITH WCBI FOR A DRIVE THROUGH JOB FAIR SET FOR MAY 25, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Usage Agreement between WCBI and The City of Starkville for a drive through job fair” is enumerated, this consent item is thereby approved.

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 WCBI, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect on May 25, 2021 with WBCI. The City will permit the User to use of the parking lot located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 from 6 a.m. to 7p.m. 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 24 hours' notice if changes occur. Based on conversation between the User and the City, the date of May 25, 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 will pay the City \$750 for use of the Sportsplex parking lot.

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

a) Providing the City with a signed copy of the City COVID- 19 Guidelines. These guidelines will be sent to the User no later than May 20, 2021 and are due back to the City by May 25, 2021.

b) 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 is 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.

c) 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 one week prior to the event.

d) 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.

e) A certificate of the User's General Liability insurance shall be furnished to the City no later than May 20, 2021.

f) 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.

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

a) 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 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 July 8, 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.

Derick Rodgers
WBCI - General Manager
201 5th Street South
Columbus, MS 39701

Printed Name: _____ Date: _____

Signature: _____ Title: _____

Mayor Lynn Spruill
CITY OF STARKVILLE
405 Lynn Lane
Starkville, MS 39759

Printed Name: _____ Date: _____

Signature: _____ Title: _____

19. CONSIDERATION TO BID THE SPORTSPLEX PARKING LOT PROJECT WHICH WILL BE FUNDED FROM BOND PROCEEDS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to bid the Sportsplex Parking Lot project which will be funded from bond proceeds” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT WITH THE JEFFERY SIMMONS CAMP FOR A TWO-DAY FOOTBALL CAMP SET FOR JULY 9 AND JULY 10, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Usage Agreement between the Jeffery Simmons Camp and The City of Starkville for a two-day football camp set for July 9 and July 10, 2021” is enumerated, this consent item is thereby approved.

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 JEFFERY SIMMONS FOOTBALL CAMP, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from July 9, 2021 to July 10, 2021 with Jeffery Simmons Football camp. The City will permit the User to use Soccer field 7 & 8, soccer restrooms, pavilion and the parking lot located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 from 7 a.m. to 7 p.m. each day, 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 dates of July 9, 2021 & July 10, 2021 have 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 will be charged a fee of \$750 for use of the Soccer 7 & 8, soccer field restrooms, pavilions & Sportsplex parking lot.

1.5 In exchange of paying \$750, the User has agreed to provide 75 hours of in-kind services. These hours will be accumulated by numerous volunteers which include the additional support to prepare, run and clean-up the event.

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 June 10, 2021 and are due back to the City by July 6, 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 July 6, 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:

- a) Cleaning and stocking restrooms before event
- b) 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 July 6, 2021 if the facility

needs to close.

c) Prepping and lining Soccer field 7 & 8

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 July 8, 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.

Larry Mullins
JEFFERY SIMMONS FOOTBALL CAMP
114 South Lafayette St.
Starkville, MS 39759

Printed Name: LARRY MULLINS Date: 3-24-21

Signature:  Title: _____

Mayor Lynn Spruill
CITY OF STARKVILLE
405 Lynn Lane
Starkville, MS 39759

Printed Name: LYNN SPRUILL Date: 3-16-2021

Signature:  Title: Mayor

21. CONSIDERATION OF AN APPLICATION FOR A 100% REIMBURSABLE FY22 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION OF DUI ENFORCEMENT WHICH FUNDS 2 DUI OFFICERS AND APPROXIMATELY 540 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an application for a 100% reimbursable FY22 405D Alcohol and Drug Impaired Driving Enforcement grant for the continuation of DUI Enforcement which funds 2 DUI officers and approximately 540 hours in overtime for DUI enforcement” is enumerated, this consent item is thereby approved.

The FY22 DUI grant application is on the following page.

22. CONSIDERATION OF AN APPLICATION FOR A 100% REIMBURSABLE FY22 POLICE TRAFFIC SERVICES ENFORCEMENT GRANT FOR THE CONTINUATION OF PTS ENFORCEMENT IN THE AREAS OF OVERTIME FOR SPEEDING, SEATBELT, AND CHILD RESTRAINT ENFORCEMENT,\$17,340 FOR THE USE OF OVERTIME ENFORCEMENT AND \$6,356 FOR THE PURCHASE OF 4 SPEED DETECTING RADARS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of A 100% reimbursable FY22 Police Traffic Services Enforcement grant for the continuation of PTS Enforcement in the areas of overtime for speeding, seatbelt, and child restraint enforcement, \$17,340.00 for the use of overtime enforcement and \$6,356.00 for the purchase of 4 speed detecting radars” is enumerated, this consent item is thereby approved.

The FY22 PTS grant application follows the FY22 DUI grant application.

23. CONSIDERATION FOR A K9 PROGRAM UTILIZING A SHORTHAIRED POINTER (GSP) WITH A DIRECT COST TO VOHNE LICHE KENNELS FOR A FULLY TRAINED K9 AND TRAINING PROVIDED TO HANDLER @ \$15,620.00, AND SPECIALIZED CAGE FOR POLICE VEHICLE @ \$3,500.00 AT AN INITIAL COST NOT TO EXCEED \$20,000.00 TO BE PAID FROM DRUG FORFEITED FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval for a K9 Program utilizing a Shorthaired Pointer (GSP) with a direct cost to Vohne Liche Kennels for a fully trained K9 and training provided to handler @ \$15,620.00 and specialized cage for police vehicle @ \$3,500.00 at a cost not to exceed \$20,000.00 to be paid from drug forfeited funds” is enumerated, this consent item is thereby approved.

FY22 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

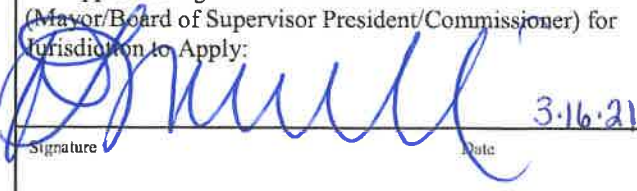
Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: March 8, 2021	
		3. Beginning and Ending Dates: <u> X </u> Full Grant: (October 1, 2021 - September 30, 2022)	
		4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
		5. DUNS # - 782430557	
		6. Congressional District- MS03	
7. Program Title: 405D Alcohol and Drug			
8. The following funds will be proposed for FY22 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$90,979.60	(1) Federal	\$90,979.60
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment			
(6) Commodities			
TOTAL	\$90,979.60	TOTAL	\$90,979.60
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:  Signature _____ Date <u>3.16.21</u>		MOHS USE Only:	
Print Name: Lynn Spruill			
Title: Mayor			

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2021 grant year (October 2020 – current)?	X	
Has the agency administration remained unchanged during the 2021 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2020 – current)?	X	
Is the agency accounting system the same as the 2020 grant year (October 2019 – September 2020)?	X	
Has the agency received a federal award <u>directly</u> from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	Starkville
County Name:	Oktibbeha
Surrounding Counties:	Lowndes, Noxubee, Winston, Choctaw, Webster, and Clay Counties
Troop District:	05
Number of Officers In Agency:	65

Number of Officers to Work Grant:	45
Number of Square Miles:	25.62mi ²
Number of Population:	25,387
Major Roadways in the Area:	US82, MS12, MS182, MS389, MS25

Problem Identification Summary:

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for **alcohol only** related activities, programs and projects.

Impaired Driving (405d) - Impaired Driving enforcement projects are strictly for **alcohol and drug** related activities, programs and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high fatality/injury/crash areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

405D Problem Statement

Throughout each year, the City of Starkville is home to over 25,000 returning Mississippi State University students. For many student's, MSU is their first taste of parental freedom. Student's that experiment with controlled substances and frequent bars have posed more than a concern with traffic safety. During the start of 2019's fall semester, The Starkville Police Department responded to 5 vehicle related deaths, 3 of which are alcohol related. A recent East Mississippi Community College graduate was traveling on MS12. This recent graduate had just left his mother's residence after wishing her a happy birthday. Suddenly, an intoxicated driver strikes him in a head-on collision. Both drivers succumbed to their injuries. Notifying a parent about the loss of a child is never easy. The Starkville Police Department experiences a surge in population during every college sporting event. MSU football is the most active sport's season in the surrounding area, bringing fans from across the United States. Many of these fans frequent The District and enjoy the nightlife that Starkville has to offer. However, not all of these visitors choose to drive sober. The District is a concentration of college bars and restaurants inside the City of Starkville, near campus.

Starkville is also home to the largest free outdoor music concert, Bulldog Bash. Each year, Bulldog Bash attracts visitors from surrounding states. These visitors frequent the bars and college nightlife. Starkville hosts many yearly community events. Some of these events are Un-wine Downtown, Burgers & Brews, Taco Hop, Starkville Arts Festival, Super Bulldog Weekend, and many more. Due to the nature of these events, alcohol consumption and impaired driving increases. The college experimentation of controlled substances also poses an increase in impaired driving. College students take an illegally obtained prescription painkiller and consume alcohol. These student's take the controlled substance to feel the intoxication affect with the hope of blowing below the legal limit in an Intoxilyzer test.

DUI officers, saturated patrol, sobriety checkpoints, and education have proven essential in deterring impaired driving throughout the City of Starkville. An effective deterrant will reduce impaired driving and save lives.

Proposed Target, Performance Measure and Strategies to be achieved during FY22:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, and citations in service. Alcohol programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. The alcohol program is to work within the state to reduce alcohol related DUI fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol and drug related fatalities on roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, and citations in service. Impaired Driving programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. Grant funds are to reduce alcohol and drug related fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use 2019 fatality and injury data.

Target for Enforcement Project-Alcohol Countermeasures (154AL): Please select "reduce or maintain".

The jurisdiction/agency will (reduce) the number of alcohol related **fatalities** from 3 in 2019 to 1 by the end of 2022.

The jurisdiction/agency will (reduce) the number of alcohol related **injuries** from 5 in 2019 to 3 by the end of 2022.

Target for Enforcement Project-Impaired Driving (405d): Please select "reduce or maintain".

The jurisdiction/agency will (reduce) the number of alcohol related **fatalities** from 3 in 2019 to 1 by the end of 2022.

The jurisdiction/agency will (maintain) the number of drug related **fatalities** from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency will (reduce) the number of alcohol related **injuries** from 5 in 2019 to 3 by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of drug related **injuries** from 2 in 2019 to 1 by the end of 2022.

Performance Measures for Enforcement Project: Continuation Projects should use 2020 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your "grant funded" citations at "0". If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug). **Please select "increase or maintain"**.

(Increase) the number of grant funded DUI Arrest citations from 102 in FY20 to 200 in FY22.

**** If applying for (405 D) fund: Please include measure listed below****

(Increase) the number of grant funded DUI Other (drug) citations from 4 in FY20 to 10 in FY22.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)
- Conduct at least 6 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Individual Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

X Yes _____ No

FY22 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Corporal Christopher Jackson
Phone Number: (662)323-4131	Phone Number: (662)323-4131 ext. 4128
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin (City Clerk)	Name of Signatory Official: Mayor Lynn Spruill
Phone Number: (662)323-2525 ext. 3117	Phone Number: (662)323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY22 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY22: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY22 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

The **Individual Officer(s)** on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour. (Continuation Projects Only)

Individual Officer Criteria: The MS Office of Highway Safety may provide funding for a currently approved Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2019;
- At least (1) DUI Injury in 2019;
- Top 30 Alcohol or Drug Fatality County;
- FY20 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY20 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
Individual DUI Officer	100	\$18.56	\$27.84	2080	\$38,604.80
Individual DUI Officer	100	\$18.56	\$27.84	2080	\$38,604.80
STEP Officer (overtime)		\$17.00	\$25.50	540	\$13,770.00

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
N/A	N/A	N/A	N/A
Total Fringe:			

FY22 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
N/A	N/A	N/A
Total Contractual Service Expense:		

FY22 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
N/A	N/A	N/A	N/A
Total Travel Expense:			

FY22 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY22: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
N/A	N/A	N/A	N/A
Total Equipment Expense:			

FY22 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
N/A	N/A	N/A	N/A
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY22 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY22 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

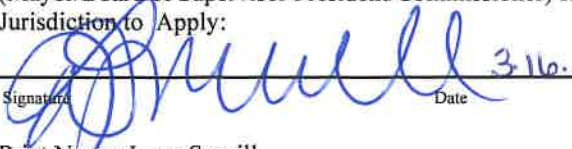
If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY22 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

FY22 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

Mississippi Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157
Phone: (601)977-3700; Fax: (601)977-3701
mohs@dps.ms.gov

1. Applicant Name: City of Stakville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: March 9, 2021	
		3. Beginning and Ending Dates: <u> X </u> Full Grant: (October 1, 2021 - September 30, 2022) <u> </u> Mini Grant: (April 1, 2022 - September 30, 2022) <u> </u> Other (Specify Date: _____)	
		4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
		5. DUNS # - 782430557	
		6. Congressional District- MS03	
7. Program Title: Police Traffic Services			
8. The following funds will be proposed for FY22 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$17,340.00	(1) Federal	\$23,696.00
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	\$6,356.00		
(6) Commodities			
TOTAL	\$23,696.00	TOTAL	\$23,696.00
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:  Signature: _____ Date: 3.16.21 Print Name: Lynn Spruill Title: Mayor		MOHS USE Only:	

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2021 grant year (October 2020 – current)?	X	
Has the agency administration remained unchanged during the 2021 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2020 – current)?	X	
Is the agency accounting system the same as the 2020 grant year (October 2019 – September 2020)?	X	
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	Starkville
County Name:	Oktibbeha
Surrounding Counties:	Lowndes, Noxubee, Winston, Choctaw, Webster, and Clay Counties
Troop District:	05

Number of Officers In Agency:	65
Number of Officers to Work Grant:	45
Number of Square Miles:	25.61mi ²
Number of Population:	25,387
Major Roadways in the Area:	US82, MS12, MS182, MS389, MS25

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted and speed areas, high fatality/injury/crash areas, college/universities, factories, community events, etc. **Please limit to 350 words for the Problem Identification Summary.**

Every year nearly 25,000 college students that attend Mississippi State University call Starkville home. These young, inexperienced drivers often forget their own safety while speeding just to speed. The City of Starkville has experienced a recent rise in seatbelt and speed related injuries. Unfortunately, many drivers state that they were not traveling far when stopped for a violation. Starkville hosts many students and visitors yearly. The most important task the Starkville Police Department is keeping everyone safe. Recently, Officers responded to a vehicle wreck that claimed the lives of those inside. The vehicle was seen traveling at an extremely high rate of speed. This type of event shakes a community.

Starkville is home to many community and university events. The largest free outdoor music concert, Bulldog Bash, hosts approximately 40,000 visitors yearly. These visitors and our community need safe travel for all. Some of the numerous events hosted are Un-wine Downtown, Burgers & Brews, Taco Hop, Starkville Arts Festival, Super Bulldog Weekend, and many more. The sudden increase in population causes a direct effect on motor vehicle collisions. Many of these collisions can be reduced, or have the severity of injuries reduced by effective enforcement strategies. Besides the community events, Mississippi State University hosts many visitors during sports seasons. MSU football attracts the most visitors by far to our area.

Starkville maintains a dedicated motorcycle unit for traffic enforcement. Two Motorcycles purchased annually. After training officers for this unit, they focus more on the problems related to traffic. Shortly following enforcement, this department begins to see a decline in collisions. These officers comment on the fact that the main citation that they issue is seatbelt violations. Recently, Neighborhoods have been the target of speeding. While children and families walk and play, dangerous motorists threaten their lives. Increases in patrol enforcement keep everyone safe from any such tragedy.

Proposed Target, Performance Measure and Strategies to be achieved during FY22:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Police Traffic Services (402 PT) - The traffic enforcement necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Police Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

Please use 2019 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT): Please select “reduce or maintain”.

The jurisdiction/agency will (maintain) the number of unbelted fatalities from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency will (reduce) the number of unbelted injuries from 14 in 2019 to 10 by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of speed fatalities from 2 in 2019 to 1 by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of speed injuries from 12 in 2019 to 10 by the end of 2022.

Performance Measures for Enforcement Project: Continuation Projects should use 2020 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. **Please select “increase or maintain”.**

(Increase) the number of grant funded Seatbelt citations from 143 in FY20 to 600 in FY22.

(Increase or Maintain) the number of grant funded Child Restraint citations from 6 in FY20 to 15 in FY22.

(Increase or Maintain) the number of grant funded Speed citations from 124 in FY20 to 150 in FY22.

Strategies for Project:

- Conduct at least 6 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)

FY22 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Corporal Christopher Jackson
Phone Number: (662)323-4131	Phone Number: (662)323-4131 ext. 4128
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin (City Clerk)	Name of Signatory Official: Mayor Lynn Spruill
Phone Number: (662)323-2525 ext. 3117	Phone Number: (662)323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY22 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY22: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY22 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
STEP Officers	100	\$17.00 (entry)	25.50 (avg)	680	\$17,340.00

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
N/A	N/A	N/A	N/A
Total Fringe:			

FY22 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
N/A	N/A	N/A
Total Contractual Service Expense:		

FY22 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
N/A	N/A	N/A	N/A
Total Travel Expense:			

FY22 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY22: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Radar (state contract)	4	\$1,589.00	\$6,356.00
Total Equipment Expense:	4	\$1,589.00	\$6,356.00

FY22 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
N/A	N/A	N/A	N/A
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY22 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY22 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY22 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

24. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 712 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-031.00, 713 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-033.00 AND 714 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-032.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing under MISS. CODE ANN. § 21-19-11 to determine whether the structures located at 712 Roundhouse with the parcel number 118a-00-031.00, 713 Roundhouse with the parcel number 118a-00-033.00 and 714 Roundhouse with the parcel number 118a-00-032.00 are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 110 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-172.00, 112 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-171.00 AND 205 CURTIS CR. WITH THE PARCEL NUMBER 102C-00-150.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing under MISS. CODE ANN. § 21-19-11 to determine whether the structures located at 110 Curtis Cr. with the parcel number 102c-00-172.00, 112 Curtis Cr. with the parcel number 102C-00-171.00 and 205 Curtis Cr. with the parcel number 102C-00-150.00 are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVE BUILDINGS 4, 5 AND 8 WITH THE PARCEL NUMBER 118K-00-016.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing under MISS. CODE ANN. § 21-19-11 to determine whether the structures located at 305 Everglade Ave buildings 4, 5 and 8 with the parcel number 118k-00-016.00 are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO ENTER INTO THE GREEN INVEST AGREEMENT, INCLUDING ALL TRANCHE AMENDMENTS, WITH THE TENNESSEE VALLEY AUTHORITY (TVA).

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into the Green Invest agreement, including all Tranche amendments, with the Tennessee Valley Authority (TVA)” is enumerated, this consent item is thereby approved. The agreement is on the following page.

28. CONSIDERATION TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to renew the professional service agreement with Narrative 12” is enumerated, this consent item is thereby approved.

The Narrative 12 agreement follows the Green Invest Agreement.

GREEN INVEST AGREEMENT

TV-48326A, Supp. No. ____

This Green Invest Agreement, including all Tranche Amendment(s) entered into hereunder and incorporated by reference (collectively, the "**Agreement**"), is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under a rolling term Contract No. TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor desires that new renewable generation resources be constructed for the benefit of Distributor and has agreed to compensate TVA for the additional cost of obtaining energy from such new renewable generation resources, as set forth in detail in each Tranche Amendment.

TVA is committed to developing new renewable generation resources and to utilize the resources as TVA system resources to deliver renewable energy, including the Renewable Energy Certificates from those resources, to Distributor under the Power Contract.

The parties anticipate entering into one or more agreements to purchase renewable energy from new renewable generation resources or to construct such resources at the request of Distributor (each such agreement a "**Tranche Amendment**") pursuant to the terms hereof.

Therefore, the parties agree as follows:

SECTION 1 - DEFINITIONS

Unless otherwise defined herein, capitalized terms are defined in the Power Contract.

"Affected Party" means a party having a right to terminate this Agreement and/or Tranche Amendments and recover the amounts calculated pursuant to Sections 7.2 and 7.3 on account of a Termination Event from the Defaulting Party or Non-Affected Party.

"Emissions Reduction Credit" means any credit, allowance, or instrument issued or issuable by a governmental authority under regulations of the Environmental Protection Agency under the Clean Air Act.

"Energy Consumption" means the annual actual or projected metered energy (kWh) consumption of Distributor that is generated by a PPA or other generation asset owned or controlled by TVA.

"Environmental Attribute" means, other than the electric power and energy produced by a Renewable Energy Facility, any aspect, claim, characteristic, or benefit, however named, associated with the generation of a quantity of electric energy by a Renewable Energy Facility, and that is capable of being measured, verified, or calculated. Environmental Attributes include any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the environment. Environmental Attributes include: (a) any avoided emissions of pollutants to the environment; (b) all Emissions Reduction Credits; and (c) any avoided emissions of GHGs. Environmental Attributes do not include: (a) federal, state, and local tax credits or other similar incentives; or (b) any adverse wildlife or environmental impacts.

"Environmental Attribute Reporting Rights" means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and includes reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future

domestic, international, or foreign emissions or environmental commodity trading program.

"Excess Product" means the amount by which the total Product generated by all Renewable Energy Facilities under Tranche Amendment(s) entered into for Distributor over a specified period of time, less Product already retained pursuant to Section 5.2 for that same period of time, exceeds the cumulative electricity consumption of Distributor for the specified period of time by more than 10%; provided that if such amount is less than zero, then there shall be no Excess Product for such specified period of time.

"GHGs" means any emissions of carbon dioxide (CO₂), nitrous oxide (N₂O), methane (CH₄) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

"Non-Affected Party" means the party that is not the Affected Party.

"PPA" means either (a) a power purchase agreement between TVA and a third-party owner of a Renewable Energy Facility, pursuant to which TVA shall purchase the electricity output and all Environmental Attributes associated therewith; or (b) a construction agreement, terms of which are agreeable to the parties, for a Renewable Energy Facility to be owned by TVA.

"Product" means RECs that are associated with electrical energy generated within the TVA service territory available on an as-generated basis by a Renewable Energy Facility and contingent upon the availability of the new renewable generation resources obtained by TVA pursuant to a Tranche Amendment, the quantity of which shall be identified on such Tranche Amendment. Product may be retired on behalf of, held on behalf of, or transferred to Distributor at Distributor's election. By default, Product does not have third-party certification. If Distributor elects for the Product to have third-party certification, then Distributor will be responsible for covering all third-party costs incurred by TVA for such certification.

"Product Price Minimum" means the minimum price of the Product, meant to represent the value of the benefit received by Company. The Product Price Minimum as of January 1, 2021, is one dollar and twenty-five cents per megawatt-hour (\$1.25/MWh) for each unit of Product. The Product Price Minimum may be changed by TVA upon 30 days written notice to Company. Any change to the Product Price Minimum will not apply to or otherwise affect any effective Tranche Amendment(s).

"Registry" means the North American Renewables Registry (NAR) administered by APX, Inc., or such other nationally accredited Environmental Attribute tracking registry for the retirement or transfer of RECs mutually agreed upon by the parties.

"Renewable Energy Certificates" or **"RECs"** means (a) all the Environmental Attributes associated with the energy generated from a Renewable Energy Facility pursuant to a Tranche Amendment, together with (b) the Environmental Attribute Reporting Rights associated with such energy and Environmental Attributes, however commercially transferred or traded under any of these or other product names, such as "Renewable Energy Credits," "Renewable Energy Certificates," "Green Tags," or otherwise. Each REC represents the Environmental Attributes of one megawatt-hour (1 MWh) of such energy, and the REC itself does not include the associated null energy.

"Renewable Energy Facility" means an electric generating facility powered by solar, wind, hydro, biomass, geothermal, waste-to-energy resources.

"TVA Administrative Fee" is a \$1,030.00 per month charge to compensate TVA for the cost it incurs to administer this Agreement and the associated Tranche Amendment(s). The TVA Administrative Fee will increase 3% on January 1 of each year, beginning January 1, 2022. The TVA Administrative Fee will be applied to Distributor's monthly invoice whenever a Tranche Amendment is in effect and an applicable Renewable Energy Facility has begun to deliver renewable power.

SECTION 2 - TERM AND TERMINATION

Section 2.1 Term. This Agreement shall remain in effect for an initial term of 20 years from the Effective Date; provided, however, that beginning on the first anniversary of the Effective Date, and on each subsequent anniversary thereafter (whether falling during said initial term or any renewal term as provided for herein), this Agreement will be extended automatically without further action of the parties for an additional one year renewal term beyond its then- existing date of expiration.

Section 2.2 Termination. Except in connection with the exercise of early termination pursuant to Section 7.2 hereof, this Agreement will not be terminated while any Tranche Amendment is in effect or any obligations under any Tranche Amendment or this Agreement are unfulfilled, but this Agreement may be terminated by either party upon 90 days' written notice at any time that no Tranche Amendment is in effect and no obligations under any Tranche Amendment or this Agreement are unfulfilled.

SECTION 3 - OBTAINING RENEWABLE ENERGY

Section 3.1 Notification. Distributor shall have the right, at its sole discretion, to request the purchase of Product from TVA under the terms of a Tranche Amendment in an amount not to exceed Distributor's projected Energy Consumption (each such request, a "**Notification**"). The Notification to TVA shall include the projected dates and any increases in Energy Consumption and desired dates and quantities for the Product.

Section 3.2 Process. After receiving a Notification from Distributor under Section 3.1, if TVA finds Distributor's projected Energy Consumption to be reasonable, including consideration of the remaining term of the Power Contract, TVA will proceed with obtaining or developing proposals for supplying the requested Tranche Amendment(s) (each such proposal, a "**Project**"). TVA shall give due consideration to any Project submitted or recommended by Distributor; provided, however, the selection for the shortlist will be by mutual agreement of the parties. Distributor and TVA will review Projects and cooperate to develop a shortlist of qualified Projects. Distributor may either (a) concur with the shortlist of qualified proposals by notifying TVA ("**Concurrence**"), or (b) notify TVA that Distributor will not concur and will not proceed with obtaining the renewable energy at that time based on those proposals. The parties may use any mutually agreed upon process to identify Projects suitable for Tranche Amendment(s).

Section 3.3 Development. Within one hundred 180 days of Distributor's delivery of a Concurrence, TVA will select a Project(s) from the shortlist and negotiate a PPA consistent with the Notification and Concurrence and will notify Distributor of the terms of the Tranche Amendment based on such PPA, including the Product price (expressed in U.S. dollars on a per MWh basis) ("**TVA's Offer**"), by submitting a proposed Tranche Amendment in the form attached to this Agreement as Exhibit A. If TVA and the Project proponent are unable to reach agreement on a PPA, TVA will notify Distributor accordingly, and Distributor will have the option of restarting the development process provided for in this Section 3.3 based on the previously provided shortlist.

Section 3.4 Pricing. The Product price TVA will provide to Company will be determined by subtracting TVA's avoided cost from the cost of the renewable energy obtained pursuant to the PPA, with such difference not less than the Product Price Minimum in effect at the time TVA receives the Notification. TVA's avoided cost will be based on TVA's then-current economic modeling approach utilized for planning TVA's existing and incremental generation resources, and will take into account the specific combination of features of the power to be generated by TVA or to be sold under the specific proposal for the PPA, which considerations will include, without limitation, capacity, real-time energy delivery amounts ("shaping"), dispatchability, intermittency, generation source diversity, maintenance scheduling, administrative and billing requirements, variations in line losses, curtailment rights, reliability, and other risk factors. The parties will agree to the Product price through execution of a Tranche Amendment. The Product price is not subject to change following execution of such Tranche Amendment, unless otherwise agreed to in the applicable Tranche Amendment.

SECTION 4 - RENEWABLE ENERGY TRANCHE COMMITMENTS

Section 4.1 Distributor's Commitment Decision. Within 30 days after receiving TVA's Offer, either (a) Distributor will accept TVA's Offer by executing a Tranche Amendment, as specified in this Section 4, or (b) TVA's Offer will expire, and TVA will not be obligated to take any further actions. Distributor may submit additional Notifications pursuant to Section 3.1 for purchases of Product from time to time in a reasonable manner.

Section 4.2 Distributor's Sufficient Energy Consumption. The expected annual energy output associated with Tranche Amendment(s) is not intended to materially exceed Distributor's annual Energy Consumption, but may do so from time to time, given the variability of Renewable Energy Facility output and Distributor's load. In response to a request by Distributor as set forth in Section 3.1, TVA's obligation to secure Tranche Amendments will be contingent upon (i) sufficient projected Energy Consumption of Distributor, as reasonably determined by TVA, as of the anticipated first delivery date for Product under the requested Tranche Amendment, based on Distributor's historical load factors and projected load factors provided by Distributor, to consume the Product projected to be delivered under existing and additional Tranche Amendments for the term of the existing and additional Tranche Amendments, and (ii) the remaining fixed term of the Power Contract being of sufficient length to cover the term of existing and additional Tranche Amendments.

Section 4.3 Parties Execute Tranche Amendment. If Distributor accepts TVA's Offer, the parties will execute a Tranche Amendment in substantially the form of TVA's Offer, with such modifications as may be mutually agreed to by the parties. The Tranche Amendment will incorporate material terms from the PPA, including (a) financial remedies to which TVA is entitled in the event of construction delays or underperformance relative to supply guarantees, as provided in Section 5.4, proportionate to Distributor's cost contribution for the supply commitment; (b) any conditions precedent to the effectiveness of the Tranche Amendment which will be based on conditions precedent to the effectiveness of the associated PPA; and (c) the specific commercial terms, including, but not limited to, performance guarantees and delay payments.

Section 4.4 TVA Executes PPA. Following execution of the Tranche Amendment, TVA will execute the associated PPA, as necessary. TVA will administer such PPA in a manner consistent with generally accepted industry practices and consistent with how TVA administers such contracts or facilities in its normal course of business; provided, however, that neither this Agreement nor any Tranche Amendment contains any guarantee or commitment to a specific minimum or fixed volume of Product.

SECTION 5 - IMPLEMENTATION OF RENEWABLE ENERGY TRANCHES

Section 5.1 Invoicing. TVA will invoice Distributor monthly for Product generated under each Tranche Amendment, the TVA Administrative Fee, and third-party costs for certifying, registering, and transferring RECs ("**Third-Party Costs**"), if any. Distributor shall pay for such Product, TVA Administrative Fee, and Third-Party Costs on Distributor's monthly bill for firm power in accordance with the terms and conditions in the Power Contract and each applicable Tranche Amendment. Any such monthly amount shall be netted against any credit due to Distributor in accordance with Section 5.2 or added to all other amounts payable on Distributor's monthly bill for firm power.

Section 5.2 TVA REC Retention. After each calendar year, TVA may retain up to 100% of the Excess Product from the preceding calendar-year period by providing written notice to Distributor of its election to do so on or before March 31 of the succeeding year. Product retained by TVA from each Tranche Amendment will be in proportion to the Product generated under each Tranche Amendment and the Product price for all retained Product will be credited to Distributor in accordance with Section 5.1. RECs retained by TVA, pursuant to this Section 5.2, may be retired by TVA, transferred, or sold to an entity that consumes TVA electricity.

Section 5.3 Retirement or Transfer of RECs. On or before April 30 of each year during the term of this Agreement (each, a "**Settlement Date**"), TVA will retire on Distributor's behalf or transfer to Distributor all **Product** sold to Distributor for the prior calendar year (less any **Product** retained by TVA per Section 5.2). If Distributor provides Notice to TVA that it elects to have the **RECs** registered and transferred, then TVA will register the **RECs** on behalf of Distributor in a **Registry** and Distributor shall reimburse TVA for the Third-Party Costs. Distributor may only resell or transfer **RECs** to Distributor's customers. Except as provided for in Section 5.2, TVA shall not allow any PPA seller or TVA customer to claim ownership of or title to **RECs** or any other **Environmental Attributes**, or make claims regarding "renewable energy," "clean energy," "green energy," or similar attributes, arising from or related to a Tranche Amendment which are inconsistent with the requirements of the Federal Trade Commission's "Green Guides," currently published and codified in 77 Federal Register 62122, 16 Code of Federal Regulations, Part 260, respectively. If a renewable portfolio standard ("**RPS**") exists in the state where the Project or Distributor is located, then **RECs** retired on behalf of Distributor could be utilized to meet the RPS requirements for Distributor's energy use.

Section 5.4 Renewable Facility Underperformance. If the **Renewable Energy Facility** under any Tranche Amendment fails to meet performance requirements as set forth in the **PPA** and/or the applicable Tranche Amendment(s), TVA will credit to Distributor any such damages owed to and received by TVA under the applicable **PPA**, proportionate to Distributor's **PPA** cost contribution as set forth in detail in the Tranche Amendment. Proportionate damages will be based on the percentage that the **Product** price represents of the underlying **PPA** cost, and will be set out in each Tranche Amendment (e.g., if **PPA** cost is \$40/MWh and **Product** price is \$4/MWh, damages will be apportioned at 10%, representing Distributor's contribution to overall costs). If the parties agree that, in lieu of monetary damages, TVA will receive replacement **RECs** under the **PPA** for such underperformance, TVA shall retire on Distributor's behalf or transfer to Distributor such replacement **RECs** in the same manner as **Product** purchased by and delivered to Distributor in accordance with this Section 5.

A Tranche Amendment will terminate if its underlying **PPA** is terminated; provided that any payment and performance obligations under a Tranche Amendment incurred prior to termination of its underlying **PPA** shall survive any such termination. Distributor may elect to execute a replacement Tranche Amendment, which shall be requested through a Notification submitted in accordance with Section 3.1.

Section 5.5 Reduced Distributors Demand. If any time after the third annual Settlement Date there is **Excess Product** for the previous three calendar-year period, TVA may declare that a "**Termination Event**" has occurred, and TVA may exercise its rights as an **Affected Party** under Section 7.2. Pursuant to subsection 7.2(a), the applicable Tranche Amendment(s) will be terminated individually in a last-in-first-out order, unless otherwise mutually agreed by the parties, until the amount of **Product** still committed to Distributor by TVA under Tranche Amendment(s) would not have resulted in **Excess Product** in the three most recent consecutive calendar years.

SECTION 6 - PERFORMANCE ASSURANCE

Section 6.1 Additional Definitions. In addition to the terms defined in Section 1, the following additional defined terms are applicable for the provisions of this Section 6.

"**Cash Deposit**" means money denominated in United States Dollars held by TVA as collateral.

"**Letter of Credit**" means an irrevocable standby letter of credit from a **Qualified Bank** in substantially the form of which is attached to this Agreement ("**Form Letter of Credit**"), naming TVA as the beneficiary.

"**Moody's**" means Moody's Investors Service, Inc. or its successor.

"**Performance Assurance**" means collateral, in the amounts indicated in Section 6.2, which shall secure Distributor's payment obligations to TVA under this Agreement, in the form of one or more of the following: (a) **Cash Deposit**; (b) **Letter of Credit**; or (c) other security acceptable to TVA and agreed to in

writing by the parties, without limitation, in form and substance acceptable to TVA.

"**Qualified Bank**" means a U.S. commercial bank or a U.S. branch of a foreign bank, with such bank having a credit rating on its senior unsecured debt of (a)(1) "A3" or higher from Moody's or (a)(2) "A-" or higher from S&P, or (b) if rated by both Moody's and S&P, both (a)(1) and (a)(2).

"**S&P**" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.

Section 6.2 Performance Assurance. As long as the notice period to terminate the Power Contract remains at the currently established 20 year period and Distributor has not provided notice to terminate the Power Contract, Distributor will not be required to provide any Performance Assurance to TVA under this Section 6. To the extent that the termination notice period applicable to the Power Contract is reestablished to be less than 20 years or if Distributor has provided notice to terminate the Power Contract, then this Section 6 will apply in its entirety, and Distributor will be required to provide the necessary Performance Assurance pursuant to the following terms:

- (a) Prior to TVA signing each Tranche Amendment, Distributor will provide Performance Assurance to TVA, and thereafter maintain such Performance Assurance throughout the term of the Tranche Amendment. The amount and form of Performance Assurance will be listed under each Tranche Amendment and will be determined solely by TVA. The amount of Performance Assurance will be based on TVA's projected Product price for the term of the Tranche Amendment plus a percentage of TVA's projected cost to terminate the PPA.
- (b) TVA may adjust the amount or form of Performance Assurance required by subsection 6.2(a) or 6.3(c) under any Tranche Amendment in its sole discretion, in which event Distributor must provide Performance Assurance in the adjusted amount and form within ten days after receiving written notice from TVA.
- (c) Without limiting TVA's rights under subsections 6.2(a) or 6.2(b), if Distributor provides notice to terminate the Power Contract ("**Termination Notice**"), Distributor will provide to TVA Performance Assurance to cover the remaining term of the Tranche Amendment(s) within 45 days from the Termination Notice to ensure that TVA has Performance Assurance from Distributor to cover the total projected Net Settlement Amount, if any, as determined by TVA at the time it receives the Termination Notice and in a manner consistent with TVA's avoided cost methodology as provided in Section 3.4, associated with all Tranche Amendments entered into under this Agreement.

If Distributor rescinds the Termination Notice, TVA will return to Distributor any additional Performance Assurance provided pursuant to this subsection 6.2(c), and retain Performance Assurance in the amounts required by subsections 6.2(a) and (b).

- (d) Upon expiration or termination of a Tranche Amendment and mutual agreement between the parties that Distributor has no further obligations to TVA under said Tranche Amendment, TVA will return, release, or surrender the unused Performance Assurance, if any, to Distributor.

Section 6.3 Letter of Credit as Performance Assurance. If Performance Assurance consists of a Letter of Credit, such Letter of Credit shall:

- (a) be issued by a Qualified Bank;
- (b) permit TVA to draw up to the then current dollar amount provided in the Letter of Credit(s) ("**Available Amount**"), for the purpose of paying any and all amounts owing to TVA under this Agreement or any and all Tranche Amendment(s) entered into under this Agreement following the occurrence and during the continuation of an Event of Default as provided for under Sections 7.1 and 7.2; and

- (c) permit TVA to draw the entire Available Amount thereunder to hold as Cash Deposit for any and all amounts owing to TVA under this Agreement and any and all Tranche Amendments entered into under this Agreement, if (i) the Letter of Credit will expire in fewer than 45 calendar days and (ii) Distributor has not provided TVA with alternative Performance Assurance.

Section 6.4 Cash Deposit as Performance Assurance. If Performance Assurance consists of Cash Deposit, such Cash Deposit shall accrue simple interest at TVA's short term cost of borrowing and any accrued interest will be held by TVA until the Performance Assurance is returned to Distributor in accordance with Section 6.2.

Section 6.5 Election to Change Form of Performance Assurance. Distributor will have the right, at any time and from time to time, to request replacement of any or all of the Performance Assurance provided by Distributor under this Agreement (the "Outstanding Performance Assurance") with one or more alternative forms of Performance Assurance. If TVA determines, in its sole discretion, to grant Distributor's request, TVA will cooperate with Distributor in obtaining the concurrent release, termination, or return (as many as may be applicable) of the Outstanding Performance Assurance after TVA has received the approved alternative form of Performance Assurance.

Section 6.6 Cross-Collateralization. Distributor hereby agrees that the Performance Assurance it provides for any Tranche Amendment secures the obligations now or hereafter outstanding for all Tranche Amendments entered into under this Agreement and all other payment obligations of Distributor under the Agreement, unless otherwise agreed to in writing by the parties.

Section 6.7 Distributor's Financial Statements. Distributor will continue to provide to TVA annual reports containing audited and unaudited consolidated financial statements in accordance with the Power Contract. If the Power Contract terminates, and TVA chooses not to terminate this Agreement, Distributor shall deliver (a) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for Distributor, and (b) within 60 days after the end of each of Distributor's first three fiscal quarters of each fiscal year, a copy of the quarterly report containing unaudited consolidated financial statements for such fiscal quarter for Distributor. In all cases, the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be a breach of this Agreement so long as Distributor diligently pursues the preparation, certification, and delivery of the statements.

Section 6.8 Contemporaneous Exchange of New Value. Distributor's issuance to TVA of Performance Assurance in any form is a contemporaneous exchange for new value given and, among other things, is necessary to allow Distributor to continue receiving Product under the terms of this Agreement.

Section 6.9 Security Interest. To the extent Distributor provides any Performance Assurance under Section 6.2, Distributor grants to TVA a first-priority present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral, and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of TVA, and Distributor agrees to take such action as TVA may reasonably require in order to perfect TVA's first-priority security interest in, and lien on (and right of setoff against), and assignment of, such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Section 6.10 Default and Remedies. If Distributor:

- (a) fails to pay any amounts arising under this Agreement or any Tranche Amendment, except for the Net Settlement Amount referenced in Section 7.3, within 45 days of the due date;
- (b) fails to provide and maintain Performance Assurance for a Tranche Amendment under

subsection 6.2(a) ("**Performance Assurance Deficiency**") and fails to remedy fully the Performance Assurance Deficiency, within ten days of receiving written notice of such Performance Assurance Deficiency;

- (c) fails to provide the adjusted amount of Performance Assurance in the time required by Section 6.2(b);
- (d) fails to pay the Net Settlement Amount in the time required by Section 7.3; or
- (e) commits an Event of Default or is a Defaulting Party as defined in Section 7.1,

then TVA may do any one or more of the following without providing further notice to Distributor:

- (a) exercise any of its rights and remedies with respect to such failure to pay, and any of its rights and remedies with respect to Performance Assurance, including any such rights and remedies under law then in effect;
- (b) exercise its rights of setoff against any and all Cash Deposits or other property of Distributor in the possession of TVA;
- (c) draw on any and all outstanding Letter of Credit(s) issued for its benefit;
- (d) liquidate all Performance Assurance then held by or for the benefit of TVA, free from any claim or right of any nature whatsoever of Distributor or other pledgor of Performance Assurance, including any equity or right of purchase or redemption by Distributor or any such pledgor; and
- (e) treat such failure as an Event of Default in accordance with Section 7.1, in which case TVA may exercise its rights as an Affected Party under Section 7.2 and Section 7.3. Such termination by TVA shall be without waiver of any amounts that may be due or of any rights, including the right to damages for such breach, which may have accrued up to and including the date of termination.

SECTION 7 - EARLY TERMINATION

Section 7.1 Events of Default. For purposes of this Agreement or any Tranche Amendment(s), a party (the "**Defaulting Party**") is in default (each of the following being an "**Event of Default**"):

- (a) if that party materially breaches any or all of its obligations under any Tranche Amendment and such breach is not cured within five (5) business days of receipt of written notice of such breach from the other party (the "**Non-Defaulting Party**");
- (b) if any representation or warranty made by a party pursuant to any Tranche Amendment proves to have been misleading or false in any material respect when made and such party does not correct the underlying situation so as to make such representation and warranty correct and not misleading within five (5) business days of written notice from the other Party;
- (c) if a party makes an assignment or any general arrangement for the benefit of its creditors; files a petition, or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within 30 days; or otherwise becomes bankrupt or insolvent (however evidenced);
- (d) if Distributor, whether by its breach, default, or otherwise, causes the termination or expiration without renewal of the Power Contract;
- (e) if Distributor does not fully remedy the Performance Assurance Deficiency, as defined in Section 6;

- (f) if Distributor fails to perform its obligations under Section 5.1 or any other obligations under the Agreement; or
- (g) if any other event of default explicitly provided for within this Agreement occurs.

Section 7.2 Early Termination. If an Event of Default under Section 7.1 has occurred and is continuing or if a Termination Event has occurred under Section 5.5, the Non-Defaulting Party or the Affected Party, as applicable, has the right, in its sole discretion, to take any one or more of the following actions upon written notice ("**Notice**"):

- (a) designate a day, no earlier than 30 days after the date of such Notice and no later than 60 days after such Notice, as an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the parties and terminate (i) solely the applicable Tranche Amendment(s), if and to the extent the Event of Default or Termination Event under Section 5.5 has occurred solely with respect to one or more Tranche Amendment(s), or (ii) this Agreement and all Tranche Amendments between the parties, if and to the extent the Event of Default has occurred with respect to the Agreement as a whole;
- (b) withhold any payments due to the Defaulting Party or Non-Affected Party under this Agreement, except to the extent that such amount due exceeds amounts owed by Defaulting Party to the Non-Defaulting Party, or the Non-Affected Party to the Affected Party, as applicable; and/or
- (c) otherwise suspend its performance (i) solely with respect to any affected Tranche Amendment(s), if and to the extent, the Event of Default or Termination Event under Section 5.5 has occurred solely with respect to one or more Tranche Amendment(s) or (ii) with respect to this Agreement and all Tranche Amendments between the parties, if and to the extent the Event of Default has occurred with respect to the Agreement as a whole.

Any of the foregoing actions undertaken by the Non-Defaulting Party is without prejudice to any other rights or remedies which the Non-Defaulting Party may have against the Defaulting Party on account of an Event of Default or Termination Event under Section 5.5, including without limitation, specific performance.

Section 7.3 Net Settlement Amount. If the Non-Defaulting Party or Affected Party establishes an Early Termination Date for one or more Tranche Amendments, the Defaulting Party or Non-Affected Party shall pay the Non-Defaulting Party or Affected Party liquidated damages calculated in accordance with this Section 7.3 (the "**Net Settlement Amount**"), as adjusted by any applicable limitation(s) established in each applicable Tranche Amendment. In no event shall the Net Settlement Amount be less than zero dollars.

- (a) In the event TVA is the Non-Defaulting Party or the Affected Party, Distributor shall pay to TVA the following Net Settlement Amount, which must be an amount of U.S. dollars equal to the present value (calculated using a discount rate equal to TVA's then-current incremental borrowing rate for the remaining term of the Tranche Amendment) of the following:
 - (i) projected PPA payments associated with Tranche Amendment(s) over the remaining term of the Tranche Amendment(s); less,
 - (ii) the avoided cost of the Tranche Amendment associated PPAs over the remaining term of the Tranche Amendment(s), as determined by TVA at the time of termination and in a manner consistent with TVA's avoided cost methodology as provided in Section 3.4;
 - (iii) net of any payment obligations incurred by each party prior to the Early Termination Date.
- (b) In the event that Distributor is the Non-Defaulting Party, TVA shall pay Distributor the following Net Settlement Amount, which must be an amount of U.S. dollars equal to the present value of

the following:

- (i) the reasonable cost of replacement RECs for the period of time equivalent to Distributor's then-current termination notice period provided in the Power Contract, not to exceed the remaining term of the applicable Tranche Amendment(s), less
- (ii) projected Tranche Amendment Product payments over the same period of time;
- (iii) net of any payment obligations incurred by each party prior to the Early Termination Date.

Payment of the Net Settlement Amount is due within ten business days after the later of the Early Termination Date or the Defaulting Party's or Non-Affected Party's, as applicable, receipt of notice of the Net Settlement Amount. The parties acknowledge that actual damages associated with early termination under this Section 7.3 are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient, and that the Net Settlement Amount constitutes a reasonable approximation of the harm or loss to the Non-Defaulting Party or Affected Party, as applicable, and does not constitute a penalty.

SECTION 8 - NOTICE

Any notice required by this Agreement or any Tranche Amendment(s) will be deemed properly given, upon receipt, if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, (c) by United States Mail, postage prepaid, or (d) by electronic mail.

To Distributor: General Manager, Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759
tkemp@starkvilleutilities.com

To TVA: Director, Power Customer Contracts, WT 9D-K
Tennessee Valley Authority
400 West Summit Hill Drive
Knoxville, Tennessee 37902
contractnotices@tva.gov

With copies to: Vice President, Origination & Renewables, MR 2A-C
Tennessee Valley Authority
1101 Market Street
Chattanooga, Tennessee 37402
PowerOrigination@tva.gov
AssetManagement@tva.gov

The designation of any person or the address of any such person may be changed at any time and from time to time by similar notice.

SECTION 9 - GENERAL TERMS & CONDITIONS

Section 9.1 Proprietary Information. No party will disclose the terms or conditions of this Agreement and any Tranche Amendments ("**Confidential Information**") to a third-party (other than the Party's employees, guarantor, lenders, counsel, accountants, agents, or advisors who have a need to know such information and have agreed to keep such terms confidential) without the prior written consent of the other parties except in order to comply with any applicable law or regulation, or the request of any regulatory agency having colorable jurisdiction over such party and requesting the Confidential Information in the ordinary course of business.

Except as provided in the preceding paragraph, each party will not divulge Confidential Information to third-parties without the prior written consent of the other party. Each party will safeguard such Confidential Information as it would its own. If a party receives a request or claim for disclosure of Confidential Information as required by law, such party will endeavor to first notify the other party with reasonable promptness so that party may pursue a confidentiality agreement with the requester, work with the requester to revise the information in a manner consistent with the Party's interests and the interests of the requester, or take any other action the party deems appropriate.

Section 9.2 Severability. If any provision or portion of this Agreement is held to be unenforceable, the remainder will be enforced as fully as possible, and the unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

Section 9.3 Governing Law. This Agreement will be construed in accordance with and governed by the Federal law of the United States of America.

Section 9.4 Legal Compliance. The parties will conduct all activities under this Agreement, Tranche Amendment(s), and PPAs in compliance with prevailing TVA power acquisition practices and applicable law, including, without limitation, least cost planning requirements, the TVA Act, and the National Environmental Policy Act.

Section 9.5 Representations and Warranties. TVA represents and warrants to Distributor that as of and at the time of each REC transfer or retirement under any Tranche Amendment:

- (a) each REC meets the specifications set forth in this Agreement and the applicable Tranche Amendment;
- (b) TVA has good and marketable title to the RECs;
- (c) all right, title, and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances;
- and (d) TVA has not made and will not make any duplicative claims that the energy associated with the RECs is renewable energy.

Each party represents and warrants to the other parties that, prior to signing this Agreement, it has read and understands this Agreement's terms and conditions, was given the opportunity to consult counsel, and has voluntarily signed the Agreement. Each party represents and warrants to the other party that this Agreement (a) has been validly executed and delivered by such Party, (b) has been duly authorized by all necessary actions by such Party, (c) constitutes a binding obligation of such party, enforceable in accordance with its terms, and (d) does not conflict with any other agreement binding on such Party.

Section 9.6 Survival of Obligations. Except as specifically provided in this Agreement, cancellation, expiration, or termination of this Agreement will not relieve the parties of obligations that by their nature should survive such cancellation, expiration, or termination, including, without limitation, obligations arising from Tranche Amendment(s), warranties, remedies, and promises of indemnity.

Section 9.7 Waiver. No waiver of any provision under this Agreement, Tranche Amendment(s), or any subsequent agreements will be effective unless such waiver is memorialized in writing and signed by the parties' authorized representatives. The parties agree that any failure to enforce any provision of this Agreement or Tranche Amendment(s) is not a waiver and does not prevent future enforcement of such provision. No failure or delay by a party in exercising any right, power, or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power, or privilege preclude any other or further exercise thereof. A waiver of any breach or default of this Agreement or any Tranche Amendment does not constitute a waiver of any subsequent breach or default.

Section 9.8 Punitive and Consequential Damages. To the extent permitted by law, in no event shall one party be liable to the other party for any punitive or consequential damages for any alleged breach hereof.

Section 9.9 Forward Contract. The parties intend for this Agreement to constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

Section 9.10 Waiver of Right to Jury Trial. To the extent permitted by law, each party waives its respective right to a jury trial, if any, with respect to any litigation arising under or in connection with this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. Each party hereby waives any right to consolidate any action, proceeding, or counterclaim arising out of or in connection with this agreement or any matter arising hereunder, with an action in which a jury trial has not been or cannot be waived.

Section 9.11 Amendments. This Agreement may be amended only by a written instrument executed by the parties.

Section 9.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which together will be considered an original and all of which will constitute but one and the same instrument. Facsimile or PDF transmissions of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Section 9.13 Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be transferred or assigned, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld.

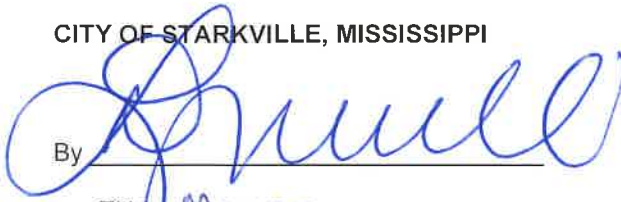
Section 9.14 Rules of Interpretation. In the event of any inconsistency between this Agreement and a Tranche Amendment, the Tranche Amendment will control. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used in accordance with such recognized meanings. Headings are for illustrative purposes only and do not alter the meaning of any terms. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Sections" or "Exhibits" are to sections or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity's or index's successors; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied; (f) reference to one gender includes all genders; (g) the words "shall" and "will" mean "must", and shall and will have equal force and effect and express an obligation; (h) "including" means "including, without limitation" or "including, but not limited to"; (i) unless expressly provided otherwise, all references to a particular agreement, tariff, law or statute mean that tariff, law or statute as amended from time to time; and (j) the word "or" is not necessarily exclusive. The parties to this Agreement acknowledge that each party has participated in the drafting of this Agreement and agree that this Agreement shall not be interpreted against one party or the other based upon who drafted it. In the event of a conflict between the text of the body of this Agreement and any Exhibit or Schedule, the terms of the Exhibit or Schedule shall prevail to the extent of such conflict.

Section 9.15 Communications. In all external public marketing/promotional efforts and materials concerning the Agreement or its associated renewable energy project(s), Distributor will identify TVA (by name or through use of the TVA logo). Use of the TVA logo must follow TVA's logo use guidelines, available at <https://www.tva.gov/Newsroom/TVA-Logos>. If Distributor intends to include language in addition to TVA's name and/or logo, such language must be approved in advance of release by TVA. Distributor will notify TVA of public events at least ten days in advance to enable reasonable efforts for TVA to participate in the event.

Section 9.16 Incorporation of Attachments. The attachments entitled "Exhibit A," "Exhibit B," "Form Letter of Credit," and "Billing and Payment Terms" are made a part of this Agreement.

This Agreement is effective ("**Effective Date**") on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By 
Title: Mayor
Date: 3-16-2021

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contract

Exhibit A: TRANCHE AMENDMENT

TV-_____, Supp. No.____

This Green Invest Agreement Tranche Amendment ("**Amendment**") is between _____ ("**Distributor**") and Tennessee Valley Authority ("**TVA**") and is subject to the provisions of the Green Invest Agreement ("**Agreement**") Contract No. TV-_____, Supp. No.____. This Amendment is effective as set out in Conditions Precedent below.

Applicable Renewable Energy Facility	Distributor will purchase from TVA the Product derived from new renewable generation on an as-generated basis contingent on the availability of the new renewable generation resource at _____, accounting for ____% of that facility's total renewable generation, being obtained by TVA under a power purchase agreement ("PPA") Contract Number _____ [placeholder future: from a TVA-owned <u>Renewable Energy Facility</u>]. Contract Output (MWac): _____ Coordinate Location: _____ Expected Delivery Point: _____ Expected Initial Delivery Date: _____ Delivery Period (years): [15 or 20]
Term	The term of this Amendment runs through the expiration of the term of the PPA or the earlier termination thereof.
Product Price	The <u>Product</u> price for generation from the applicable <u>Renewable Energy Facility</u> is \$_____ per REC.
Renewable Energy Facility Underperformance	TVA will pay Distributor ____% of its proportionate share of the total damages owed and received by TVA from the PPA, specifically in Section 3.3, "Failure to Meet the Expected Initial Delivery Date," and Article 8, "Supply Guarantee; Disconnection or Curtailment;" provided that, pursuant to Section 5.4 of the Agreement, Distributor shall have the right to receive replacement <u>RECs</u> in the event they are received by TVA under the PPA. In the event of early termination pursuant to Article 9, "Early Termination; Remedies" under the PPA, the percentage and allocation of damages paid to Distributor will be as set out in Section 5.4 of the Agreement.
Early Termination	Section 7.3 of the Agreement will establish the early termination amount.
Conditions Precedent	This Amendment will become effective on the earlier of the PPA's Notice to Proceed Deadline or the granting of the Notice to Proceed of the underlying <u>Renewable Energy Facility</u> of the PPA; in the event that the PPA is not executed within 30 days of the execution of this Amendment, this Amendment will not become effective.
Transparency of Distributor Renewable Commitments	By signing this Tranche Amendment, Distributor represents and warrants that the cost and benefits associated with this Amendment were discussed at a public meeting open to Distributor's electric system ratepayers and that ratepayers were provided with a Distributor contact to address any inquiries regarding the effects of this arrangement.
General Terms and Conditions:	<u>Ratification of the Agreement</u>. The Agreement as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties. <u>Defined Terms</u>. Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as in the Agreement. <u>Conflicts</u>. In the event of any conflict between this Amendment and the Agreement, this Amendment controls.

	<u>Assignment</u>. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Amendment, in whole or in part, without the other Party's prior written consent. <u>Amendment</u>. This Amendment may be amended only by a written agreement signed by both parties. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will be considered to be but one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
Performance Assurance	Section 6 of the Agreement shall govern Distributor's <u>Performance Assurance</u> obligations with TVA throughout the term of this Amendment.

By signing below, the parties agree to be bound by the terms and conditions contained in this Amendment and the Agreement.

Distributor	
Signature: 	Title: <i>MAYOR</i>
Printed Name: <i>D. Lynn Spruill</i>	Date: <i>3-16-2021</i>

Tennessee Valley Authority	
Signature:	Title:
Printed Name:	Date:

Exhibit B: TVA'S REC ATTESTATION FORM

This letter, in combination with the attached report, serves to attest that the indicated Renewable Energy Certificates (RECs) have been retired by Tennessee Valley Authority (TVA) in accordance with the Green Invest Agreement between _____ (Distributor) and TVA. The source, vintage, quantity, and date of retirement of RECs retired on behalf of Distributor are listed below and more fully described in the attached report, including unique certificate numbers.

<u>Facility Name and Location</u>	<u>Nameplate Capacity (MW) AC</u>	<u>Renewable Fuel Type</u>	<u>REC Quantity</u>	<u>Vintage (Period of Generation) mm/yy</u>	<u>Date of REC Retirement (dd/mm/yy)</u>
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For each REC and additional Environmental Attributes or its equivalent for each megawatt hour generated, TVA attests, warrants, and represents the following:

- (a) the information provided herein is true and correct;
- (b) the retirement of the RECs on behalf of Distributor is the only retirement of such RECs and additional Environmental Attributes referenced herein;
- (c) the RECs have been registered and certified, if applicable, in accordance with Section 5.3 of the Agreement;
- (d) If a renewable portfolio standard ("RPS") exists in the state where the Project or Distributor is located, then RECs retired on behalf of the Distributor could be utilized to meet the RPS requirements for the Distributor's energy use. No person has made any claim or statement in any form that any person other than TVA owns or possesses any right, title, or interest in or to any of the RECs that TVA is aware of;
- (e) the Renewable Energy Facility generated and delivered to the grid the energy in the amount indicated as undifferentiated energy during the Vintage listed above; and
- (f) TVA owns, manages, and has legal rights to the RECs and additional Environmental Attributes associated with the generation of the indicated energy as delivered to the grid and is authorized to retire such RECs.

This serves as an attestation to retire on Distributor's behalf all rights, title, and interest in and to the RECs and additional Environmental Attributes associated with the generation of the energy for delivery to the grid.

As an authorized agent of TVA, I attest that the above statements are true and correct.

Signature _____ Date _____

Chattanooga, TN Place
of Execution

FORM LETTER OF CREDIT

[LETTERHEAD]

[DATE]

Irrevocable Standby Letter of Credit No.

Beneficiary:

Tennessee Valley Authority
400 West Summit Hill Drive, WT 4C
Knoxville, TN 37902-1401

Applicant:

Attn: Kirk A. Kelley
Director, Corporate Credit & Insurance

Dear Madam or Sir:

We hereby establish for the account of _____ (Seller) ("Seller's name" or

"Applicant"), our irrevocable standby letter of credit in your favor for an amount of USD _____ (_____ Dollars United States currency). Applicant has advised us that this letter of credit is issued in connection with the _____ Agreement dated as of _____, 20____, between Applicant and Beneficiary (as amended and as may be further amended, supplemented or otherwise modified, the "____ Agreement"). This letter of credit shall; (i) become effective immediately for the term of one year and shall expire on _____ (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this letter of credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a certificate in the form of Annex 2 hereto, appropriately completed and signed by an authorized representative of Beneficiary, dated the date of presentation and (b) the original of the letter of credit (the "Accompanying Documents") and presented at our office located at _____, attention _____ (or at any other office that may be designated by us by written notice delivered to you). A presentation under this letter of credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your draft and the Accompanying Documents at such office on any Business Day, all in strict conformity with the terms and conditions of this letter of credit, we will honor the same by making payment at sight on the same day of presentation. Upon any draw of the letter of credit, unless otherwise agreed to by Tennessee Valley Authority, Applicant shall be obligated to replenish the amount of the letter of credit draw within 20 days.

2. This letter of credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized representative of Beneficiary, accompanied by this letter of credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is nota

Business Day, then on the succeeding Business Day. This letter of credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment for periods of one (year from the present or any future expiration date, unless at least 45 days prior to any such expiration date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address that we hereby elect not to consider this letter of credit extended for any such additional period.

4. This letter of credit is issued and subject to the International Standby Practices 1998 (ISP98).

5. This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this letter of credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this letter of credit no. .

If circumstances do not allow the Issuing Bank to deliver the Letter of Credit in paper format and with original signatures to Beneficiary, an E-mail transmission of this Letter of Credit from the Issuing Bank to the Beneficiary at kakelley@tva.gov will serve as the operative instrument. Upon the Issuing Bank's physical ability to deliver the Letter of Credit in paper format and with original signatures and the receipt by Beneficiary, the E-mail transmitted form of this Letter of Credit shall have no further force and effect.

Very truly yours,

[LOC Issuer]

Authorized signature

ANNEX 1
TO LETTER OF CREDIT NO. _____

Draft under Letter of Credit No. _____

[Month , Day , Year]

On Sight

Pay to Tennessee Valley Authority U.S. \$ _____ [not to exceed amount available to
be drawn]

400 West Summit Hill Drive, WT 4C
Knoxville, TN 37902-1401

[insert any wire instructions]

For value received and charge to account of Letter of Credit No. _____ of

By: _____

ANNEX 2
TO LETTER OF CREDIT NO. _____

Drawing under Letter of Credit No. _____

The undersigned, a duly authorized representative of the **Tennessee Valley Authority**, a corporate instrumentality and agency of The United States of America ("Beneficiary"), hereby certifies on behalf of Beneficiary to _____ with reference to irrevocable standby Letter of Credit No. _____ (the "Letter of Credit") issued for the account of _____, ("X"), that:

- 1) [pursuant to the _____ Agreement between Beneficiary and X _____, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit;]

--or--

[Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit and, as such, as of the date hereto Beneficiary is entitled to draw under the Letter of Credit;]

- 2) by presenting this certificate and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$ _____, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the amount to which Beneficiary is entitled to draft under said _____ Agreement.

In witness whereof, Beneficiary has caused this certificate to be duly executed and delivered by its duly authorized representative as of the date and year written below.

Date: _____

By: _____
Title: _____

ANNEX 3
TO LETTER OF CREDIT NO. _____

Notice of surrender of Letter of Credit No. _____

Date: _____

Attention: Letter of Credit Department

Re: Letter of Credit No. _____ issued for the account of

(Seller)

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

By: _____

Title: _____

BILLING AND PAYMENT TERMS

(Payments to TVA)

(11/16/2009 version)

SECTION 1 - DEFINITION OF TERMS

"TVA" means the Tennessee Valley Authority.

"Reimbursable Contract" means the agreement or contract to which these Billing and Payment Terms are made a part as an attachment or exhibit.

"Billing Party" means the party owed any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms.

"Billed Party" means the party obligated to pay any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms. (The same party to the Reimbursable Contract may be the Billing Party or the Billed Party or both.)

"Payment Due Date" means the date by which payment is due the Billing Party as defined in Section 2 below.

"Deliverables" means the work or services performed, or property or equipment furnished, by the Billing Party under the Reimbursable Contract for the ownership benefit of the Billed Party.

SECTION 2 - INVOICING AND PAYMENT DUE DATE

The Billing Party shall submit an invoice to the Billed Party for the amount due. The invoice may be submitted in electronic form, if permitted under the Reimbursable Contract. For accounting reference purposes, the invoice shall be numbered and dated and shall include (a) the contract number assigned under Section 11 (**Assignment of Contract Number**) below and (b) reasonably sufficient detail or supporting documentation to permit the Billed Party to verify the appropriateness or accuracy of the amount owed. Unless a later due date is specified in the Reimbursable Contract, the Payment Due Date shall be 30 days from the date of the invoice.

SECTION 3 - INTEREST ON UNDERPAYMENTS OR OVERPAYMENTS

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billed Party shall pay interest on the unpaid amount based on the maximum rate under the United States Prompt Payment Act, (31 U.S.C. §§ 3901-3907) as published in the Federal Register and adjusted periodically (currently semi-annually). Interest shall accrue from the Payment Due Date until the date the Billing Party receives payment. Failure to pay within 90 days after the Payment Due Date shall constitute a material breach of the Reimbursable Contract. If the Billed Party overpays (such as, due to erroneous or inaccurate invoicing by the Billing Party or due to refund of an excess deposit payment), the Billing Party shall promptly refund the amount overpaid.

SECTION 4 - DELAY OR SUSPENSION OF WORK DUE TO PAYMENT FAILURE

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billing Party shall have the right to delay or suspend the work or services being performed until after such payment failure has been satisfactorily resolved. Nothing herein contained shall be construed as relieving the Billed Party of the obligation to pay the Billing Party for the work completed as of the date such work or services are delayed or suspended.

SECTION 5 - PAYMENT DISPUTE

The Billed Party may dispute the payment of all or a portion of the amount due in an invoice if the Billed Party has a reasonable basis to demonstrate that such amount is inappropriate or questionable. In that case, the Billed Party shall promptly advise the Billing Party in writing of the reasons for disputing all or a portion of the invoiced amount. Upon receipt of the Billed Party's written statement of reasons, the dispute resolution provisions of Section 12 below shall apply. If as a result of the dispute resolution, one party is required to pay the other for the amount overpaid or underpaid, such amount shall include interest calculated in accordance with Section 3 (**Interest on Underpayments or Overpayments**) above.

SECTION 6 - OFFSET

Each party reserves the right to offset any amount owed to the other party against any amount owed by the other party.

SECTION 7 - WARRANTIES AND LIMITATION OF LIABILITY

Unless otherwise provided in the Reimbursable Contract, the Billing Party warrants the Deliverables to be in conformance with generally accepted professional standards prevailing at the time of delivery. Any Deliverables not in accordance with such standards shall be corrected at no cost to the Billed Party as long as such nonconformance is reported in writing within one year from the date of delivery.

The Billing Party expressly disclaims any other warranties, including implied warranties of merchantability or fitness for any particular use or purpose, as to any Deliverables provided hereunder.

SECTION 8 - TIME OF COMPLETION AND FORCE MAJEURE

Any delays in or failure of performance by the Billing Party or its contractors shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Billing Party or its contractors, and Billing Party shall not be liable for any loss or damage due to or arising out of any such delays or failure of performance. Such occurrences include, but are not limited to, acts of God or the public enemy, fires, epidemics, quarantines, strikes, freight embargoes or delays in transportation, priorities or other acts or orders of Governmental authority, or unforeseeable severe weather or floods, or any causes, whether or not of the same class or kind of those specifically above named, which are not within the control of Billing Party or its contractors.

SECTION 9 - ACCESS TO BILLING RECORDS AND CONFIDENTIALITY

Upon written request by the Billed Party, the Billing Party shall provide access during normal working hours to its records as necessary to permit the Billed Party to verify the accuracy or appropriateness of the invoice. The Billed Party shall keep the information examined confidential. If a billing dispute is submitted to dispute resolution as set out in Section 12 below, the Billing Party agrees to provide the pertinent records or information to counsel and independent experts of the Billed Party and those attempting to resolve the dispute, provided such third-parties agree to keep such records or information confidential. Nothing in this Section shall be construed as in any way impairing the ability pursuant to statutory authority of the Office of the Inspector General of TVA or of any other Federal agency having auditing jurisdiction over TVA to examine the records of the Billing Party to the extent relating to any amount billed TVA by the Billing Party.

SECTION 10 - ENTIRE CONTRACT

The Reimbursable Contract and all exhibits or attachments thereto (including these Billing and Payment Terms) shall constitute the entire agreement between the parties. In the event of any conflict between the provisions of the Reimbursable Contract and these Billing and Payment Terms, the Reimbursable Contract shall prevail.

SECTION 11 - ASSIGNMENT OF CONTRACT NUMBER

The Reimbursable Contract will have a contract number assigned by TVA for all parties to use as a reference as part of the invoicing and payment processes.

SECTION 12 - DISPUTE RESOLUTION

If a billing amount dispute arises out of or relates to the Reimbursable Contract, including these Billing and Payment Terms, or the breach thereof, the parties agree to use their best efforts to resolve such a dispute informally at the lowest possible levels of decision making. Such a dispute not resolved at the working level should be referred to higher levels of management of both parties for consideration, as necessary. If said dispute cannot be so settled, the parties further agree to develop and use consensual alternative dispute resolution processes, such as facilitation and mediation to try in good faith to settle said dispute, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may, for example, try to resolve the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

SECTION 13 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of the Reimbursable Contract or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. The other party to the Reimbursable Contract shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of the Reimbursable Contract

SECTION 14 - CONFORMANCE WITH WORK SCOPE AND COST ESTIMATE

It is recognized that depending on the nature or extent of the work involved, the Reimbursable Contract may include a detailed work scope and a cost estimate (or cost limitation) for work subject to reimbursement based on actual costs incurred. In that case, the Billing Party shall use its best efforts to perform the work within the specified work scope and cost estimate. If at any time the Billing Party becomes aware that the actual costs will likely exceed the cost estimate by 15 percent or more, the Billing Party shall use its best efforts to obtain concurrence or resolution with the Billed Party regarding such cost estimate overrun. This shall include notification of the Billed Party in writing of the cost estimate overrun together with a revised cost estimate and an explanation for the cost estimate overrun so as to provide the Billed Party an opportunity for input and/or consultation. For work or services in excess of the work scope, unless mutually agreed by the parties in advance (such as in the form of an amendment to the Reimbursable Contract), the Billing Party shall not be obligated to perform such work or services, and the Billed Party shall not be obligated to pay for such work or services. The Billing Party may elect to suspend the work in question until it has obtained concurrence or resolution with the Billed Party regarding work in excess of the work scope and/or cost estimate.

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as “SU.”

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms and web content with a budget of \$2,000 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from March 25, 2021 through March 25, 2022. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, “confidential information” shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by Terry Kemp, SU general manager, unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from March 25, 2021 through March 25, 2022. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative 12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative 12

Starkville Utilities

By: _____


Checky Herrington
Principal

By: _____

Terry Kemp
SU General Manager

Date: _____

3/11/21

Date: _____

29. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FOR THE BORE MATERIAL FROM SOUTHERN PIPE AND SUPPLY FOR THE OLD WEST POINT ROAD BRIDGE WATERLINE RELOCATION IN THE AMOUNT OF \$9,741.71.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the March 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote for the bore material from Southern Pipe and Supply for the Old West Point Road bridge waterline relocation in the amount of \$9,741.71” is enumerated, this consent item is thereby approved.

Two quotes received: Southern Pipe - \$9,741.71 and Consolidated Pipe - \$10,510.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill encouraged everyone to get a Covid vaccination.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the weather for March 17 is predicted to be dangerous and that the county storm shelter on Lynn Lane will be opened if a tornado watch is issued.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, reminded everyone that actions such as drugs, fighting, etc. often have consequences. Dr. Emily Landrum encouraged the wearing of masks for a little while longer in that there are still many persons yet to be vaccinated and risks still exist.

Zach Britt, MSU Student, noted it had been three years since a PRIDE parade permit was initially denied by the City Board of Alderman and it should not be forgotten.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF 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 FOR THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARA MANUFACTURING REDEVELOPMENT PROJECT CONTINGENT UPON THE RELINQUISHMENT OF THE CURRENT TIF OBLIGATIONS FROM MARK CASTLEBERRY FOR THE MILL AND MIDDLETON MARKETPLACE.

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

Christiana Sugg, representing Mark Castleberry, described the plan. Mark Castleberry thanked the Mayor and Board for their consideration and support. He noted they hoped to break ground in late August 2021 and open in March of 2022.

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

30. CONSIDERATION OF 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 FOR THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT CONTINGENT UPON THE RELINQUISHMENT OF THE CURRENT TIF OBLIGATIONS FROM MARK CASTLEBERRY FOR THE MILL AND MIDDLETON MARKETPLACE.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to determine a 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 for the proposed Tax Increment Financing plan for the Garan Manufacturing Redevelopment Project contingent upon the relinquishment of the current TIF obligations from Mark Castleberry for the Mill and Middleton Marketplace.

The Board voted as follows:

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

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

The City Clerk reported that pursuant to a resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "City"), calling for a hearing to be held at 5:30 o'clock p.m., on March 16, 2021, with respect to 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"), a copy of which is attached hereto as **Exhibit A**, she did cause such notice of the public hearing to be published on March 5, 2021 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as **Exhibit B**) in the *Starkville Daily News*, a newspaper having a general circulation in the City. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the Amended TIF Plan. At the conclusion of the public hearing, Alderman Little offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE 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, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City, on August 20, 2019, did adopt a certain 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.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on March 5, 2021, as evidenced by the publisher's proof of publication of the same heretofore filed with the City Clerk, attached hereto as **Exhibit B**, and presented to the Governing Body of the City; and

WHEREAS, the notice of public hearing generally described the Amended TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body of the City at City Hall in the Courtroom located at 110 West Main Street in the City at 5:30 p.m. on March 16, 2021, in order for the general public to state or present their views on the Amended

TIF Plan; and

WHEREAS, at 5:30 p.m., on March 16, 2021, the public hearing was held, and all those in attendance were given an opportunity to state or present their oral and/or written comments on the Amended TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the Amended TIF Plan attached hereto as **Exhibit A**, and do hereby adopt and approve such Amended TIF Plan as presented, in order to reimburse the Developer for certain costs eligible for reimbursement under the TIF Act that have or will be incurred in connection with the Garan Manufacturing Redevelopment Project, an approximately 89,000 square foot retail development and related improvements (the “Project”) in the City, as described more fully in the Amended TIF Plan, and to issue tax increment financing revenue bonds in an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), in one or more series (the “TIF Bonds”), to reimburse the developer of the Project for certain costs of certain Infrastructure Improvements (as defined in the Amended TIF Plan) in connection with the Project.

SECTION THREE: That the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provisions of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

SECTION FOUR: That the TIF Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

SECTION FIVE: For cause, this Resolution shall become effective immediately upon the adoption thereof.

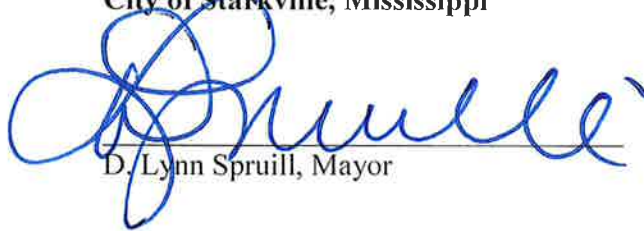
Following the reading and discussion of the foregoing resolution, Alderman Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Little moved and Alderman Sistrunk 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: <u>aye</u>
Alderman Hamp Beatty	voted: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Roy A'. Perkins	voted: <u>aye</u>
Alderman Sandra Sistrunk	voted: <u>aye</u>
Alderman Henry Vaughn, Sr.	voted: <u>aye</u>
Alderman Jason Walker	voted: <u>aye</u>

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 16th day of March, 2021.

City of Starkville, Mississippi


D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

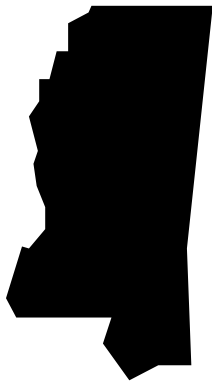


EXHIBIT A

***Tax Increment Financing Plan for the
Garan Manufacturing Redevelopment Project, August 2019,
as Amended and Restated February 2021***



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



Prepared by:

GOURAS & ASSOCIATES LLC

214 Draperton Drive
Ridgeland, MS 39157
P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

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

ARTICLE I

A. PREAMBLE

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

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

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

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

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

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

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

B. STATEMENT OF INTENT

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

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

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

C. PUBLIC CONVENIENCE AND NECESSITY

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

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

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

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

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

B. DEVELOPER INFORMATION

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

**ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

A. JOB CREATION

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

B. FINANCIAL BENEFIT TO THE COMMUNITY

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

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

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

¹ Assumes constant values and millage rates.

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

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

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

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

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

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

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

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

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

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

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

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

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

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

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

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

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

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

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

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

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

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

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

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT

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

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

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

ARTICLE VIII

DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

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

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

A. AD VALOREM TAX INCREASES

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

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

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

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

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

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

³ Assumes constant values and millage rates.

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

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

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

ARTICLE XII PLAN OF FINANCING

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

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

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

EXHIBIT A-1

LEGAL DESCRIPTION OF TIF DISTRICT

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

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

EXHIBIT A-2

PLAT

[ATTACHED]

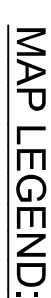


Table A - Optional Survey Responsibilities and Specifications (03/21/2019):

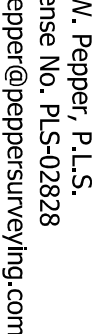
- 
- | | | | |
|---|-----|-----|----------------------------|
|  | SS | SS | SANITARY SEWER LINE |
|  | W | W | STORM SEWER LINE |
|  | P | P | WATER LINE |
| | UGE | UGE | OVERHEAD POWER |
| | GAS | GAS | UNDERGROUND POWER |
| | TEL | TEL | GAS LINE |
| | P/T | P/T | UNDERGROUND TELEPHONE |
|  | P/T | P/T | OVERHEAD POWER & TELEPHONE |

INSURANCE COMPANY, ALTA Commitment For Title Insurance

1. Not a survey matter.
2. Not a survey matter.
3. Not a survey matter.
4. Not a survey matter.
5. None found.
6. No assessments were provided nor observed.
7. Not a survey matter.
8. Not a survey matter.
9. Not a survey matter.
10. Not a survey matter.
11. See Appendix B, Field Book 601. Page 383 cannot be shown due to incorrect point of commencement and point of beginning.
12. Easement is placed along the southern boundary of the property shown on this survey plot.

SURETOR CERTIFICATE, to Serkville 12, LLC, a Mississippi limited liability company, Mark Castleberry, Old Republic National Title Insurance Company, and Brunin, Grantham, Gowatz Hewes, PLLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Detail Requirements for ALTA/MSRS Land Title Surveys, jointly established and adopted by ALTA and MSRS, and includes items 1, 2, 3, 4, 5, 7(b)(1), 8, 11, 13 and 14 of Table A thereon. The fieldwork was completed on April 2, 2019.

[illegible]

1. No utilities were located as part of this survey and this plot should not be utilized to determine the existence or absence of utilities.
2. Distances and bearings shown in parentheses are as per deed/draft only where they vary.
3. Record books are on file in the office of the Clergy of the City, Oshkosh County, Mississippi.
Deed Book 323 Page 239 Deed Book 240 Page 1048 Deed Book 241 Page 353
4. Michael Baker v. Official map of the City of Shreveport, 1998 Edition - Lot 1, Block 80
Shreveport, Louisiana
These references noted, light of any white stones set are as per located from the maps of Oshkosh County, Louisiana.
5. The survey was conducted on the 11th of January 2004.
6. U.S. Before sunrise the white property corners deeper than eleven (11) inches Mississippi 811 must be contacted at 800-227-6747 or 811 or www.ms811.org.
7. Mapping Only - Plot: Property Corner/Witness corner - Orange Property Boundary. These corners only apply to Boundary Surveys.
8. Instruments not showing this property may not be depicted.
9. The survey was conducted on the 11th of January 2004.
10. Any assumptions that were provided by the client or assumptions discovered in research performed by Pepper Surveying and Mapping, LLC are shown on this plot. Other assumptions may occur.
11. The survey was conducted on the 11th of January 2004 and this plot should not be utilized to determine the existence or nonexistence of wellheads.
12. Irrigation lines may not be subject property and right of ways.



ORIGINAL COPIES ARE IN COLOR

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

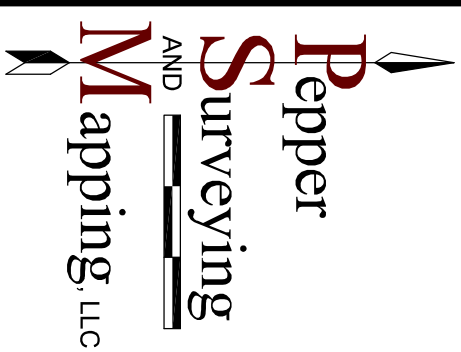


EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

TIF PLAN EXHIBIT B

102F-00-053.00 2 Date Printed 07/30/2018
Alt: Map: City of Starkville
TD 1110 STR 04 18N 14E Block 00 Oktibbeha County Tax Card 1 of 2 MS 39759
Field Work by /00/ PPIN 2209 Exempt Code 12
LOT 1 CITY BLOCK 80-E
MAP 102FDB/PG

ALL Type	/ Size	Price	D/F	Adj	Desc	\$/ft	Value C
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State of Mississippi

OkTibbeha
ALLEN MORGAN

STARKVILLE

MS 39759

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

Paid by: GARAN MFG CORP

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

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

20190708 1638 SF QPADEV000L

Net Tax
8,651.75
4,143.07
10,118.86
22,913.68

Oktibbeha County

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

EXHIBIT B

Proof of Publication of Notice of Public Hearing

AFFP

Notice of Hearing - Tax Inc PI

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

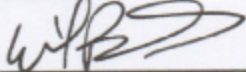
Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 04, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 4th day of March 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi
My commission expires: September 30, 2023



00000131 00092337 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

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

Notice is hereby given that a public hearing will be held on the 16th day of March, 2021, 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 Garra Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Re-stated 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 3rd day of March, 2021.

S/Lesa Hardin
City Clerk

Publish
March 4, 2021

THERE CAME on for consideration by the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "City"), the matter of an Amended and Restated Development and Reimbursement Agreement (the "Amended Agreement") with Castle Starkville, LLC (the "Developer"). After a full consideration of the matter, Alderman Sistrunk offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021* AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan")* for the City on April 4, 2006; and

WHEREAS, on March 16, 2021, the Governing Body of the City has approved 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"); and

WHEREAS, under the TIF Act, the Governing Body of the City is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) to support and be a part of the "redevelopment project"; and

WHEREAS, the Developer proposes to redevelop approximately 10.1 acres described in the TIF Plan (the "TIF District") into an approximately 89,000 square foot retail development and construct certain Infrastructure Improvements to support the development (the "Project"); and

WHEREAS, the Developer has requested that the City issue its tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (the "TIF Bonds"), for the purpose of reimbursing the Developer for certain costs of certain Infrastructure Improvements; and

WHEREAS, it is necessary and in the best interest of the City to amend and restate that

certain Development and Reimbursement Agreement approved September 3, 2019 between the City and the Developer to set out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**; the City is authorized to enter into such Amended Agreement pursuant to the TIF Act; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body of the City hereby approves and adopts the Amended Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body of the City hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Amended Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval.

Following the reading and discussion of the foregoing resolution, Alderman Little seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Sistrunk moved and Alderman Little 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: <u>aye</u>
Alderman Sandra Sistrunk	voted: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Jason Walker	voted: <u>aye</u>
Alderman Hamp Beatty	voted: <u>may</u>
Alderman Roy A'. Perkins	voted: <u>aye</u>
Alderman Henry Vaughn, Sr.	voted: <u>aye</u>

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 16th day of March, 2021.

City of Starkville, Mississippi

Lynn Spruill
Lynn Spruill, Mayor

ATTEST:

Lesa Hardin
Lesa Hardin, City Clerk



EXHIBIT A

**FORM OF AMENDED AND RESTATED
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Amended and Restated Development and Reimbursement Agreement (the "Agreement") is dated as of the ____ day of March, 2021, by and between the City of Starkville, Mississippi (the "City") and Castle Starkville, LLC, a Mississippi limited liability company (the "Developer"), and is an amendment to and a restatement of that Development and Reimbursement Agreement dated September 3, 2019, between the City and the Developer.

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Governing Body"), pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), has previously conducted hearings on, approved, and adopted the *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006* (as amended from time to time, the "Redevelopment Plan") for the City; and

WHEREAS, on August 20, 2019, the Governing Body of the City adopted a resolution acknowledging its receipt of the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the "Original TIF Plan"), finding that the Original TIF Plan qualified for tax increment financing ("TIF"), considering the issuance of tax increment financing revenue bonds in one or more series in a principal amount not to exceed Three Million Dollars (\$3,000,000) and calling a public hearing on the TIF Plan and the issuance of the TIF bonds to be authorized therein, all as provided by the TIF Act; and

WHEREAS, on August 22, 2019, the City published a Notice of a Public Hearing on the Original TIF Plan, and on September 3, 2019, the Governing Body of the City held a public hearing on the Original TIF Plan, all as required by the TIF Act, after which the Governing Body of the City adopted a resolution giving final approval to the Original TIF Plan and declaring an intent to issue TIF bonds for the purpose of reimbursing the Developer for costs set forth in the Original TIF Plan; and

WHEREAS, the Developer has requested that the City increase the TIF bonds authorized under the Original TIF Plan to not to exceed Four Million Two Hundred Fifty Dollars (\$4,250,000), and

WHEREAS, on , the Governing Body of the City adopted a resolution acknowledging its receipt of 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"), finding that the Amended TIF Plan qualified TIF, considering the issuance of tax increment financing revenue bonds in one or more series in a principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollar (\$4,250,000) (the "TIF Bonds") and calling a public hearing on the Amended TIF Plan and the issuance of the TIF Bonds to be authorized therein, all as provided by the TIF Act; and

WHEREAS, on March 5, 2021, the City published a Notice of a Public Hearing on the Amended TIF Plan, and on March 16, 2021, the Governing Body of the City held a public hearing on the Amended TIF Plan, all as required by the TIF Act, after which the Governing Body of the City adopted a resolution giving final approval to the Amended TIF Plan and declaring an intent

to issue the TIF Bonds for the purpose of reimbursing the Developer for costs of the Project (as defined herein) and for certain costs of certain Infrastructure Improvements (as defined herein and in the TIF Plan); and

WHEREAS, the Developer proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development on Mississippi Highway 12 in the City (the “Project”); and

WHEREAS, the TIF Bonds, being in a principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which funds will be used to pay the cost of acquiring, installing and constructing various infrastructure improvements eligible under the TIF Act and located within the tax increment financing district created pursuant to the Original TIF Plan as reflected in the Amended TIF Plan (the “TIF District”) or servicing the TIF District, which include, but are not necessarily 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”).

WHEREAS, the City will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the “City Ad Valorem TIF Revenues”), calculated in the manner set forth in the TIF Act, and one hundred percent (100%) of the incremental increase in the amount of the municipal sales tax diversions received by the City from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act (the “Sales Tax Rebate TIF Revenues”), and the County will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the “County Ad Valorem TIF Revenues”), calculated in the manner set forth in the TIF Act; and

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues, and the County Ad Valorem TIF Revenues are collectively referred to as the “TIF Revenues”; and

WHEREAS, the TIF Bonds will be secured solely by a pledge of one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and one hundred percent (100%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, the amount of the TIF Bonds that may be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem TIF Revenues, and sixty percent (60%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, after the sizing of the issue of TIF Bonds or series thereof has been determined as described above, and the TIF Bonds have been issued, the proceeds of the TIF

Bonds shall be first used to pay the costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds, as determined by the City, the funding of a debt service reserve fund, if any, and such proceeds shall be next used for the reimbursement to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the TIF Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements ("Reimbursement Portion"); and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the Amended TIF Plan; as allowed by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of certain eligible costs of certain Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the TIF Bonds, and subject to the conditions contained herein; and

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by the Form of Requisition attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements, and complete the portions of the Infrastructure Improvements for which the Developer seeks reimbursement for certain eligible expenditures pursuant to this Agreement. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements. Developer agrees to upgrade the storm water detention system for the Project to satisfy the City's request to balance pre-development and post-development discharge from the 10-year 24-hour storm event to the 100-year 24-hour storm event. In the event the cost of the upgrade is less than \$365,000, Developer agrees that the par amount of the TIF Bonds may be reduced on a dollar-for-dollar basis in correlation with the difference between \$365,000 and the actual cost for the upgrade. Cost estimates for the items related to the storm water detention system will be provided by the Developer's engineer and agreed upon by the City's engineer prior to approval.

SECTION 2. The Project, including the Infrastructure Improvements, will be acquired by the Developer, constructed in phases by the Developer, and will result in expenditures for the Infrastructure Improvements for which the Developer may be reimbursed for an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) or the Reimbursement Portion. The City may issue its TIF Bonds in one or more series to reimburse the Developer for certain costs of certain Infrastructure Improvements in an amount as may be reasonably determined by the City in accordance with fact, not to exceed Four Million Two Hundred Fifty Thousand Dollars or the Reimbursement Portion.

SECTION 3. The City will issue the TIF Bonds as soon as the Developer is able to

demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds. The City's determination that TIF Revenues are sufficient to make the payments of principal and interest on such TIF Bonds will be based on, but not limited to, the following information: (i) a certificate of the Mississippi Department of Revenue, providing information regarding the actual "sales tax diversion" as defined in the TIF Act, (ii) a certificate of the Tax Assessor of Oktibbeha County, Mississippi, regarding the actual "captured assessed value" as defined in the TIF Act, (iii) projections of future City Ad Valorem Tax Revenues by the Tax Assessor of Oktibbeha County, Mississippi (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of Oktibbeha County, Mississippi), or by a financial advisor or a consultant knowledgeable and experienced in making such projections, and (iv) projections of future Sales Tax Rebate TIF Revenues by a financial advisor or a consultant knowledgeable and experienced in making such projections, based, in part, upon information provided by the Mississippi Department of Revenue.

SECTION 4. TIF Bonds to be issued pursuant to this Agreement shall be issued within five (5) years of the City's approval of this Agreement. The City pledges to use its best efforts to issue the principal amount of TIF Bonds determined to be appropriate and to issue such principal amount of the TIF Bonds as is justified by information, including the certificates of the Mississippi Department of Revenue and the Tax Assessor of Oktibbeha County, Mississippi, presented within the specified time frame and as soon as practicable following Developer's demonstration that the TIF Revenues will provide sufficient moneys to pay the TIF Bonds.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the issuance and delivery of the TIF Bonds, and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that the Infrastructure Improvements shall be constructed in compliance with the parameters approved by the Governing Body of the City and all applicable City standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the TIF Bonds are sold and delivered, and to the extent required by a purchaser of the TIF Bonds, the City may establish a Debt Service Reserve Fund into which it will deposit any premium or accrued interest together with any moneys that may be necessary or advisable into the Debt Service Reserve Fund, and the remaining proceeds into a Construction Fund established and controlled by the City. From the Construction Fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved Amended TIF Plan preparation and consulting fees, engineering fees, legal fees, and other costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds. The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the Construction Fund to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has

been fully reimbursed for its expenditures for the Infrastructure Improvements. In the event said Debt Service Reserve Fund is funded in whole or in part from proceeds of the TIF Bond, and to the extent permitted by State and Federal law, the final payment on the TIF Bonds shall come from the TIF Revenues, if sufficient, and funds accrued in the Debt Service Reserve Fund, if any, shall be released to the Developer to the extent the Developer has not been fully reimbursed for allowable expenses of the Infrastructure Improvements.

SECTION 7. In accordance with the TIF Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the resolutions authorizing and directing the issuance of the TIF Bonds and in the sole discretion of the City.

SECTION 8. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer for) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the TIF Bonds are not sufficient to reimburse the costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes, and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds, or by the lack of sufficient TIF Revenues to provide for the payments of principal and interest for the TIF Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 9. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for the costs of the Infrastructure is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair, replacement, improvement, or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer, it

knows of no reason why the TIF Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

CITY: City of Starkville, Mississippi
Attention: City Clerk
110 West Main Street
Starkville, MS 39759

WITH A COPY TO: Jones Walker LLP
Attention: Brad Davis
190 East Capitol Street, Suite 800
Jackson, MS 39201

DEVELOPER: Castle Starkville, LLC
Attention: Mark Castleberry
412 Main Street
Columbus, MS 39701

WITH A COPY TO: Gouras & Associates
P. O. Box 1465
Ridgeland, MS 39158

SECTION 14. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 15. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other party in interest.

SECTION 16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

City of Starkville, Mississippi


D. Lynn Spruill, Mayor

ATTEST:


Lesa Hardin, City Clerk



CASTLE PROPERTIES, LLC
A Mississippi limited liability company

By: _____
Mark Castleberry, Member

EXHIBIT A: FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Revenue Bonds
(Garan Manufacturing Redevelopment Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Castle Properties, LLC, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see the Amended and Restated Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
Total Costs to be Paid or Reimbursed:		\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests, or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the _____ day of _____, 20____.

APPROVED:
CITY OF STARKVILLE, MISSISSIPPI

CASTLE PROPERTIES, LLC
A Mississippi limited liability company

By: _____
Mark Castleberry, Member

By: _____
Title: _____

Termination of Development Agreement

This termination of the Security and Reimbursement Agreement dated June 17, 2008, a copy of which is attached hereto as **Exhibit A** (the “Development Agreement”), for the development of the Middleton Marketplace Project (the “Project”) is made and entered into effective as of the date of execution, by and among the City of Starkville, Mississippi (the “Municipality”), acting through its Mayor and Board of Aldermen of the Municipality (the “Governing Body”) and its City Clerk (the “City Clerk”), and Lewko Properties, LLC, Starkville, Mississippi (“Lewko”), and Starkville 12, LLC, Columbus, Mississippi (“Starkville 12”) (together, the “Developers”).

Whereas, the Municipality approved the Tax Increment Financing Plan, Middleton Marketplace Project, Starkville, Mississippi, June 2008, by resolutions adopted June 3, 2008, and June 17, 2008, after appropriate publication of notice of public hearing and the holding of a public hearing (the “TIF Plan”); and

Whereas, the TIF Plan authorized the issuance of tax increment financing revenue bonds in the maximum principal amount of \$2,100,000 for the Project; and

Whereas, the Municipality and the Developers entered into the Development Agreement for the Project; and

Whereas, the Developers proceeded with the Project and sought reimbursement for the costs of certain infrastructure improvements related to the Project by submission of a requisition to the Municipality; and

Whereas, the Municipality issued its \$510,000 Tax Increment Financing Revenue Bonds, Series 2011 (Middleton Marketplace Project), dated and issued March 23, 2011 (the “Bonds”), the proceeds of which were used to reimburse the Developer for \$460,000 of the costs of the infrastructure improvements related to the Project; and

Whereas, the Developers have not submitted to the Municipality any further requisitions for reimbursement of the costs of the infrastructure improvements related to the Project; and

Whereas, the Municipality and the Developers wish to terminate the Development Agreement; and

Whereas, the Governing Body authorizes the Mayor and/or City Clerk to execute this agreement terminating the Development Agreement.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Developers agree as follows:

1. Termination of the Development Agreement. By the mutual agreement of the parties, the Development Agreement is hereby terminated effective immediately.
2. Authority. The Municipality and the Developers covenant and warrant that they have full authority to execute this agreement terminating the Development Agreement.
3. Original Instrument. Any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument.
4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement terminating the Development Agreement as of this date, March 16, 2021.

City of Starkville, Mississippi



Mayor



City Clerk



IN WITNESS WHEREOF, the parties hereto have executed this agreement terminating the Development Agreement as of this date, _____, 20____.

Starkville 12, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement terminating the Development Agreement as of this date, _____, 20____.

Lewko Properties, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A

Security and Reimbursement Agreement dated June 17, 2008

SECURITY AND REIMBURSEMENT AGREEMENT

17th This Security and Reimbursement Agreement (the "Agreement") dated as of the June day of June, 2008, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Lewko Properties, LLC, ("Lewko") Starkville, Mississippi, a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi, and Starkville 12, LLC ("Starkville 12"), Columbus, Mississippi, also a limited liability company, duly organized, existing and in good standing under the laws of the State of Mississippi (jointly, the "Developer"),

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Board") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on June 3, 2008, the Board adopted a resolution giving notice of its intention to approve the Middleton Marketplace Tax Increment Financing Plan as qualified for tax increment financing ("TIF"), to amend the Redevelopment Plan to establish and include the Middleton Marketplace Tax Increment Financing District (the "TIF District") and adopt the Tax Increment Financing Plan Middleton Marketplace, 2008 (the "TIF Plan"), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series (the "Bonds") in a principal amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000) and to call a public hearing on the TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, on June 5, 2008, the City published a Notice of Public Hearing on the TIF Plan, and on June 17, 2008, the Board held a public hearing on the TIF Plan, all as required by the Act, after which the Board adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing the Developer for the cost of construction of the Infrastructure Improvements, as defined herein below; and

WHEREAS, the Developer proposes to develop a project to be known as the Middleton Marketplace Project (the "Project") in the City and in the TIF District. The Project will be located at the southwest quadrant of the intersection of Highway 12 and Mississippi Highway 25 in the City and will consist of retail, restaurants and hotel space. The City will enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the "County"), pursuant to Title 17, Chapter 13, Mississippi Code of 1972, as amended, the Interlocal Cooperation Act, to support the Project and to allow TIF Bond proceeds to be used to pay for the cost of infrastructure to support the Project, including without limitation, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation,

acquisition of rights of way, retention ponds, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs (all such costs being the "Infrastructure Improvements"). These costs will equal or exceed the sum of Two Million One Hundred Thousand Dollars (\$2,100,000).; and

WHEREAS, the principal sum of the Bonds, being Two Million One Hundred Thousand Dollars (\$2,100,000), shall be used to acquire and construct the Infrastructure Improvements ; and

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of the Bonds; and

WHEREAS, this Agreement is authorized by the Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of the Infrastructure Improvements in an amount not to exceed the net proceeds of the Bonds (the "Reimbursement Portion") and to provide for a division of the Reimbursement Portion between Lewko and Starkville 12.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. The Developer shall be responsible for the acquisition and construction of the Project, which will consist of retail, restaurants and hotel space and the Infrastructure Improvements which will include, without limitation, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation, acquisition of rights of way, retention ponds, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs. These Infrastructure Improvement costs will equal or exceed the Reimbursement Portion. The Developer will go forward with the acquisition, construction and accomplishment of the Infrastructure Improvements prior to the issuance and sale of the Bonds, and the City shall allow the Developer to be reimbursed for its expenditures so incurred in an amount equal to qualified expenditures for the Infrastructure Improvements, but not to exceed the Reimbursement Portion, on or after the issuance of the Bonds; provided, however, that all work and construction, if any, on the Infrastructure Improvements to be dedicated by the Developer to the City must be performed in compliance with the City's standards, codes and ordinances and approved by the City.

2. The City hereby commits and promises, subject to conditions set out herein, to issue the Bonds and to use the sum of not to exceed the Reimbursement Portion of the proceeds of the sale of the Bonds to support the acquisition, construction and implementation of the Project and of the Infrastructure Improvements by reimbursement to the Developer as described herein. In consideration of such commitment by the City, the Developer hereby commits and

promises to construct the Project at the southwest quadrant of the intersection of Mississippi Highway 12 and Mississippi Highway 25 in the City.

3. The City and the Developer hereby agree that, subject to the provisions of Section 2 above, at such time as the Bonds are issued, the City shall deposit the proceeds of the Bonds into a construction fund (the "Construction Fund"). Moneys in the Construction Fund after payment of costs of issuance of the Bonds shall be used to reimburse the Developer for part of its costs in acquiring and constructing the Infrastructure Improvements up to the amount of the Reimbursement Portion. Upon the determination that the Project is completed, any moneys remaining in the Construction Fund shall be transferred to the bond and interest fund for the Bonds. The City agrees that at such time as the Bonds are issued and sold and the proceeds thereof are deposited in the Construction Fund, it will make timely reimbursements to the Developer for the purposes authorized herein within thirty (30) days of receipt of a duly completed requisition by the Developer requesting reimbursement, such requisition being in substantially the form attached hereto.

4. The amount of the Reimbursement Portion to be paid to Lewko and Starkville 12, respectively, shall be agreed upon between them and a statement of the amount that may be reimbursed to Lewko or Starkville 12, respectively, shall be delivered to the City. The City shall not be obligated to pay any amount of the Reimbursement Portion to either Lewko or Starkville 12 until a copy of such statement, signed by each of them, shall be delivered to it. Such statement may be subsequently amended with respect to any of the remaining moneys in the Construction Fund by delivering an amended statement to the City, signed by each of the aforesaid parties.

5. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay any part of the cost of the Infrastructure Improvements and that the City's obligation to expend funds or reimburse the Developer for costs incurred in connection with the acquisition and construction of the Infrastructure Improvements is limited to the proceeds of the Bonds. The Developer further acknowledges and agrees that if the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with the acquisition and construction of the Project and of the Infrastructure Improvements. However, the Board agrees to use its best efforts to issue the Bonds and to provide the moneys described hereinabove for the Infrastructure Improvements.

6. The City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which are dedicated to the City, contingent on same being constructed in compliance with City standards, codes and ordinances.

7. The Developer acknowledges and agrees that it assumes the risk of proceeding with the acquisition and construction of the Project and of the Infrastructure Improvements prior to the issuance and sale of the Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for such costs is the proceeds of the Bonds.

8. The City hereby agrees that, at such time or times as such new development has occurred in the TIF District to generate sufficient ad valorem tax revenues of the City and County and sufficient increase in sales tax revenue rebates to pay the Bonds or such part of them

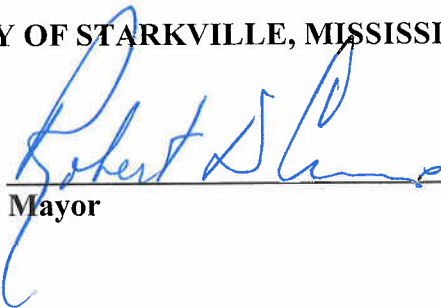
as may be issued, it will make all reasonable efforts to issue and deliver the Bonds in such amount or amounts and with such details, provisions and security as may hereafter be agreed upon by the City and the Developer and which the new development can support. The City represents to the Developer that it will use its best efforts to issue the Bonds in a timely manner and that it knows of no reason why the Bonds will not be issued and delivered.

9. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DULY EXECUTED on the day and year first written hereinabove.

CITY OF STARKVILLE, MISSISSIPPI

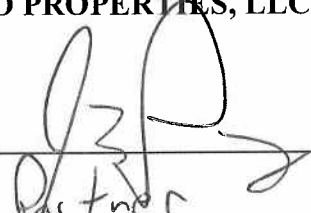
BY: 

Mayor

ATTEST:


City Clerk

LEWKO PROPERTIES, LLC

By: 

Title: Partner

STARKVILLE 12, LLC

By: 

Title: Sales Partner

EXHIBIT A

FORM OF REQUISITION

City of Starkville, Mississippi
Tax Increment Financing Bonds
(Middleton Marketplace Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of [Lewko Properties, LLC] [Starkville 12, LLC] (the "Developer"), hereby request the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Security and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
	Total Costs to be Paid or Reimbursed:	\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____ 200__.

[LEWKO PROPERTIES, LLC]
[STARKVILLE 12, LLC]

By: _____

Title: _____

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

Amendment of Development Agreement

This amendment to the Security and Reimbursement Agreement dated April 17, 2013, a copy of which is attached hereto as **Exhibit A** (the “Development Agreement”), for the development of the “MSU Portion” of the Cotton Mill Marketplace Project (the “Project”), is made and entered into effective as of the date of execution, by and among the City of Starkville, Mississippi (the “Municipality”), acting through its Mayor and Board of Aldermen of the Municipality (the “Governing Body”) and its City Clerk (the “City Clerk”), and Cooley Center, LLC (the “Developer”), and Cooley Center Hotel, LLC (the “Co-Developer”) (together, the “Developers”).

Whereas, the Municipality approved the Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014, by resolution adopted April 1, 2014, after appropriate publication of notice of public hearing and the holding of a public hearing (the “TIF Plan”); and

Whereas, the TIF Plan authorized the issuance of tax increment financing revenue bonds in the maximum principal amount of \$3,200,000 for the “MSU Portion” of the Project; and

Whereas, the Municipality and the Developers entered into the Development Agreement for the “MSU Portion” of the Project; and

Whereas, the Developers proceeded with the “MSU Portion” of the Project and have submitted a requisition for reimbursement of the costs of certain of the infrastructure improvements related to the “MSU Portion” of the Project in the amount of \$700,000; and

Whereas, the Municipality has not issued its tax increment financing revenue bonds for the “MSU Portion” of the Project; and

Whereas, the Governing Body and the Developers wish to amend the Development Agreement to clarify that the maximum principal amount of tax increment financing revenue bonds considered by the Governing Body for reimbursement of certain infrastructure improvements related to “MSU Portion” of the Project will not exceed \$700,000, and no further requests for the issuance of tax increment financing revenue bonds will be delivered by the Developers to or considered by the Governing Body; and

Whereas, the Governing Body authorizes the Mayor and/or City Clerk to execute this agreement amending the Development Agreement.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Developers agree as follows:

1. Amendment of the Development Agreement. By the mutual agreement of the parties, the Development Agreement is hereby amended effective immediately.
2. Authority. The Municipality and the Developers covenant and warrant that they have full authority to execute this agreement amending the Development Agreement.
3. Original Instrument. Any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument.
4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement terminating the Development Agreement as of this date, March 16, 2021.

City of Starkville, Mississippi



Mayor



City Clerk



IN WITNESS WHEREOF, the parties hereto have executed this agreement amending the Development Agreement as of this date, _____, 20____.

Cooley Center, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement amending the Development Agreement as of this date, _____, 20____.

Cooley Center Hotel, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Security and Reimbursement Agreement dated April 17, 2013

SECURITY AND REIMBURSEMENT AGREEMENT

This Security and Reimbursement Agreement (the "Agreement") dated as of the 17th day of April, 2013, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Cooley Center, LLC, a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi ("Developer"), and Cooley Center Hotel, LLC, a limited liability company duly organized, existing and in good standing under the laws of the State of Mississippi (the "Co-Developer") (and collectively "the Developers").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Board") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972, as amended (the "Act"), has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on May 20, 2008, the Board adopted a resolution giving notice of its intention to approve the Cotton Mill Marketplace Tax Increment Financing Plan as qualified for tax increment financing ("TIF"), to amend the Redevelopment Plan to establish and include the Cotton Mill Marketplace Tax Increment Financing District (the "TIF District") and adopt the Tax Increment Financing Plan Cotton Mill Marketplace Project, June 2008 (the "TIF Plan"), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series (the "Bonds") in a principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) and to call a public hearing on the TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, on May 30, 2008, the City published a Notice of Public Hearing on the TIF Plan, and on June 17, 2008, the Board held a public hearing on the TIF Plan, all as required by the Act, after which the Board adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Development, LLC for the cost of construction of the Infrastructure Improvements; and

WHEREAS, the City entered into a Security and Reimbursement Agreement with Cotton Mill Development Group, LLC to develop the Cotton Mill Development Project on an approximately thirty-nine (39) acre site which would include a hotel and conference center along with various complimentary uses; and

WHEREAS, Cotton Mill Development Group, LLC's master development contract with Mississippi State University ("MSU") expired and MSU re-solicited proposals for the continued development of a hotel and conference center project.

WHEREAS, on September 4, 2012, MSU selected Cooley Center, LLC to develop the proposed hotel and conference center on a portion of the original 39 acre TIF District; and

WHEREAS, the Developers proposes to develop a twelve (12) acre site within the TIF District, which hereinafter will be referred to as the “MSU portion” of the TIF District.

WHEREAS, the Developers propose to develop a project to be known as the “The Mill” (hereinafter the “Project”) in the City and in the MSU portion of the TIF District. The Project will consist of a high quality mixed-use development that is expected to feature a conference/meeting center, hotel, retail, office and parking facilities; and

WHEREAS, The City has entered into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the “County”), pursuant to Title 17, Chapter 13, Mississippi Code of 1972, as amended, (the “Interlocal Cooperation Act”), to allow TIF Bond proceeds to be used to pay for the cost of various infrastructure improvements to support the Project, including but not limited to, public parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described herein; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees (all such costs being the “Infrastructure Improvements”, such Interlocal Cooperation Agreement to be hereafter revised as may be deemed necessary or appropriate by the City and the County); and

WHEREAS, the maximum principal sum of the Bonds that may be issued pursuant to this Security and Reimbursement Agreement for the Project shall be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), with proceeds to be used to acquire and construct that portion of the Infrastructure Improvements (the “MSU Infrastructure Improvements”) pertaining to the MSU portion; and

WHEREAS, part or all of the Project and part or all of the MSU Infrastructure Improvements will be constructed by the Developers prior to the issuance of the Bonds; and

WHEREAS, the TIF Bonds to be issued subject to this Security and Reimbursement Agreement shall be sized solely from Seventy-five Percent (75%) of the TIF Revenues generated within the MSU portion of the TIF District, as described in **Exhibit C** and will be secured as provided hereafter.

WHEREAS, this Agreement is authorized by the Act; and

WHEREAS, it is necessary for the Developers to go forward with the construction of the Project described in the TIF Plan in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developers and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of the MSU Infrastructure Improvements from the proceeds of TIF Bonds for the MSU portion of the TIF District in an amount not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) (the “Reimbursement Portion”).

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPERS HEREBY AGREE AS FOLLOWS:

1. The Developers shall be responsible for the acquisition and construction of the Project, which will consist of high quality mixed use development that is expected to feature a conference/meeting center, hotel, retail, office and parking facilities and the MSU Infrastructure Improvements including but not limited to, public parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described herein; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. These MSU Infrastructure Improvement costs will equal or exceed the Reimbursement Portion. The Developers will go forward with the acquisition, construction and accomplishment of the MSU Infrastructure Improvements prior to the issuance and sale of the Bonds, and the City shall allow the Developers to be reimbursed for its expenditures for MSU Infrastructure Improvement costs, upon providing documentation of such costs, in an amount equal to qualified expenditures for the MSU Infrastructure Improvements, but not to exceed the Reimbursement Portion, on or after the issuance of the Bonds; provided, however, that all work and construction, if any, on the MSU Infrastructure Improvements to be dedicated by the Developer to the City must be performed in compliance with the City's standards, codes and ordinances and approved by the City.

2. The City hereby commits and promises, subject to conditions set out herein, to issue the Bonds and to use a sum, not to exceed the Reimbursement Portion, of the proceeds of the sale of the Bonds to support the acquisition, construction and implementation of the Project and of the MSU Infrastructure Improvements by reimbursement to the Developers as described herein. In consideration of such commitment by the City, the Developers hereby commits and promises to construct the Project as described herein.

3. The City and the Developers hereby agree that at such time as the Bonds are issued, the City shall deposit the proceeds of the Bonds into a construction fund (the "Construction Fund"). Moneys in the Construction Fund shall be used to reimburse the Developers for part of its costs in acquiring and constructing the MSU Infrastructure Improvements up to the amount of the Reimbursement Portion. Upon the determination that the Project is completed, any moneys remaining in the Construction Fund shall be transferred to the bond and interest fund for the Bonds. The City agrees that at such time as the Bonds are issued and sold and the proceeds thereof are deposited in the Construction Fund, it will make timely reimbursements to the Developers for the purposes authorized herein within thirty (30) days of receipt of a duly completed requisition by the Developers providing documentation of costs and the purpose thereof and requesting reimbursement, such requisition being in substantially the form attached hereto. A form for Cooley Center, LLC is attached hereto as **Exhibit A**. A form for Cooley Center Hotel, LLC is attached as **Exhibit B**.

4. The Developers hereby acknowledge and agree that the City is not authorized to use its general funds to pay any part of the cost of the Infrastructure Improvements and that the City's obligation to expend funds or reimburse the Developers for costs incurred in connection with the acquisition and construction of the MSU Infrastructure Improvements is limited to the proceeds of the Bonds. The Developers further acknowledge and agree that if the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developers in connection with the acquisition and construction of the Project and of the MSU Infrastructure Improvements. However, the City agrees to use its best efforts to issue the Bonds and to provide the moneys described hereinabove for the MSU Infrastructure Improvements.

5. The City agrees to accept maintenance responsibility for that part, if any, of the MSU Infrastructure Improvements, which are dedicated to the City, contingent on same being constructed in compliance with City standards, codes and ordinances. Any MSU Infrastructure Improvements to be dedicated to the City must receive prior approval by the City of such dedication.

6. The Developers acknowledge and agree that they assume the risk of proceeding with the acquisition and construction of the Project and of the MSU Infrastructure Improvements prior to the issuance and sale of the Bonds and further acknowledge that the City's sole source of funds available to reimburse the Developers for such costs is the proceeds of the Bonds. Furthermore, construction of the Project must commence within three (3) years, and be completed within five (5) years, from the date of the execution of this Agreement.

7. The City hereby agrees that, at such time or times as such new development has occurred within the MSU portion of the TIF District to generate sufficient ad valorem tax revenues of the City and County and sufficient increase in sales tax revenue rebates to pay the Bonds or such part of them as may be issued, it will make all reasonable efforts to issue and deliver the Bonds in such amount or amounts and with such details, provisions and security as may hereafter be agreed upon by the City and the Developer and which the new development can support. The City represents to the Developers that it will use its best efforts to issue the Bonds in a timely manner and that it knows of no reason why the Bonds will not be issued and delivered. The Bonds may be issued in one or more series.

8. Neither the Developers nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DULY EXECUTED on the day and year first written hereinabove.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Mayor

ATTEST:

City Clerk



COOLEY CENTER, LLC

By: _____

Title: _____

Manager

EXHIBIT A

FORM OF REQUISITION

City of Starkville, Mississippi
Tax Increment Financing Bonds
(MSU Portion of the TIF District)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Cooley Center, LLC (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Security and Reimbursement Agreement for definitions of such terms):

- | | | |
|-----|---------------------------------------|----------|
| (a) | Acquisition and Construction Costs | \$ _____ |
| (b) | Other Authorized Costs | \$ _____ |
| | Total Costs to be Paid or Reimbursed: | \$ _____ |

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the MSU Infrastructure Improvements to document the amounts requisitioned herein and the nature of such expenditures.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the MSU Infrastructure Improvements.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____
201__.

COOLEY CENTER, LLC

By: _____

Title: _____

APPROVED:

City of Starkville, Mississippi

By: _____

Title: _____

EXHIBIT B

FORM OF REQUISITION

City of Starkville, Mississippi
Tax Increment Financing Bonds
(MSU Portion of the TIF District)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Cooley Center Hotel, LLC (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Security and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
	Total Costs to be Paid or Reimbursed:	\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the MSU Infrastructure Improvements to document the amounts requisitioned herein and the nature of such expenditures.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the MSU Infrastructure Improvements.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____
201__.

COOLEY CENTER HOTEL, LLC

By: _____

Title: _____

APPROVED:

City of Starkville, Mississippi

By: _____

Title: _____

EXHIBIT C

{JX047147.2}{JX047147.2}

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.

City Planner Daniel Havelin and Assistant Planner Emily Corbin Camp presented an overview of proposed changes to the Unified Development Code.

Mayor Spruill opened a Public Hearing on the proposed amendment of the Unified Development Code and called for public comments.

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

Fire Marshall Mark McCurdy and City Inspector Stein McMullen presented an overview of the proposed 2021 Building and Fire Code.

Mayor Spruill opened a Public Hearing on the proposed 2021 Building and Fire Code.

Laz Austin, local Libertarian Party Chairman, stated he feels citizens should only be governed when it involves public safety and would like to see policies that keep homeowner costs as low as possible.

Alvin Turner remembered the apartment fire on Hwy 25 several years ago and stated he supports more safety measures.

The Mayor announced the public hearing closed.

PUBLIC HEARING ON AND APPROVAL OF A BOARD ORDER EXPRESSING SUPPORT FOR THE PROPOSED OVERLAY AND RESTRIPIING PROJECT ON JACKSON STREET (HWY 389) FROM HWY 182/MLK DRIVE TO GARRARD ROAD AS THE REVISED ROAD DIET DESIGN FOR THE MDOT OVERLAY PROJECT FOR 2021.

Mark Holley of MDOT discussed the plans to take the current four ten foot lanes to two ten foot lanes, an eleven foot turn lane and a five foot bike lane for a one mile section of Hwy 389.

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

Walter Okhuysen asked that MDOT review the speed limits on Hwy 389.

The Mayor announced the public hearing closed.

31. CONSIDERATION OF A BOARD ORDER EXPRESSING SUPPORT FOR THE PROPOSED OVERLAY AND RESTRIPIING PROJECT ON JACKSON STREET (HWY 389) FROM HWY 182/MLK DRIVE TO GARRARD ROAD AS THE REVISED ROAD DIET DESIGN FOR THE MDOT OVERLAY PROJECT FOR 2021.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion expressing support for the proposed overlay and restriping project on Jackson Street (Hwy 389) from Hwy 182/Mlk Drive to Garrard Road as the revised road diet design for the MDOT overlay project for 2021. The Board voted as follows:

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

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

32. CONSIDERATION OF THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES.

Mayor Spruill noted that Mississippi State University had announced plans to leave the mask requirement in place until April 30, 2021 and that Oktibbeha County Supervisors had chosen not to lift their Resolution yet either. The Board agreed to leave the Seventh Resolution in place and to revisit the matter at the April 20, 2021 meeting.

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 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. The Board voted as follows:

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

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

General Fund	001	\$ 357,481.36
Restricted Police Fund	002	60.55
Restricted Fire Fund	003	1,555.67
Airport Fund	015	22,782.07
Airport – Restricted Fund	016	975.00
Sanitation	022	32,104.23
Industrial Park Bond	303	12,548.68
Public Improvement Bonds	319	10,083.98
Park and Rec, Tourism	375	1,500.00
BUILD Grant	377	93,152.56
Park Bond - 2020	380	22,911.45
Sub Total Before Utilities		\$ 555,155.55
Utilities Dept.	SED	1,441,995.36
Total Claims	Total	\$ 1,997,150.91

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Carver, seconded by Alderman Little, to enter into a Closed Session to

determine if there is proper cause for Executive Session, the Board voted as follows:

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

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

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussion of the job performance of the Airport Director. Following a second by Alderman Carver, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the job performance of the Airport Director.

At this time, the Board entered Executive Session.

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

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

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

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

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

37. CONSIDERATION OF A MOTION TO ACCEPT THE RETIREMENT NOTICE OF RODNEY LINCOLN AND TO APPOINT ALLEN PEPPER AS INTERIM AIRPORT DIRECTOR.

Alderman Beatty offered a motion to accept the retirement notice of Rodney Lincoln and to appoint Allen Pepper as interim airport director. Alderman Vaughn seconded the motion and the Board voted as follows:

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

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

38. MOTION TO RECESS UNTIL APRIL 6, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until April 6, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-20-21
PAGE: 1 of 9

SUBJECT: Request approval of the minutes of the April 6, 2021 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the April 6, 2021 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
APRIL 6, 2021 AT 4:30 P.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on April 6, 2021 at 4:30 p.m. in the Municipal Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jason Walker, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman Ben Carver attended telephonically.

The meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE
TUESDAY, APRIL 6, 2021 AT 4:30 P.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF
1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE
HELD IN THE MUNICIPAL COURT ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON TUESDAY, APRIL 6, 2021 AT 4:30 P.M.,
STARKVILLE, MISSISSIPPI 39759.

The Press and Public were invited to attend or view via Facebook Live or on the City website
www.cityofstarkville.org
in that limited space will be available due to social distancing.

The specific subject of the meeting is as follows:

**Executive Session related to Personnel
and
Pending Litigation**

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen.

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

After determining there was a quorum, Mayor Lynn Spruill called the meeting to order.

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

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

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

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

2. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to enter Executive Session for the purposes of discussion of the job performance of the City's Human Resource Director and Community Development Administrator, discuss the job performance of a member of the Starkville Police Department and discuss the pending litigation of Starkville vs Woodall Estates Investment Partnership. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purposes of discussion of the job performance of the City's Human Resource Director and Community Development Administrator, discuss the job performance of a member of the Starkville Police Department and discuss the pending litigation of Starkville vs Woodall Estates Investment Partnership. At this time, the Board entered Executive Session.

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

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

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

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

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

4. CONSIDERATION OF THE SETTLEMENT OF WOODDALE ESTATES INVESTMENT PARTNERSHIP EMINENT DOMAIN CASE.

Alderman Beatty offered a motion to approve payment to Wooddale Estates Investment Partnership in the amount of \$2,500 for a twenty-foot-wide temporary construction easement and ten-foot-wide permanent maintenance easement located on Lot 1, Rolling Hills Subdivision, Part 1, as a reasonable and prudent settlement under Miss. Code Ann. § 43-3-37(c)(ii), to facilitate the construction of the Garrard Road sidewalk and bus stop project without the delay, risk, and additional costs associated with eminent domain. Alderman Vaughn seconded the motion and the Board voted as follows:

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

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

5. CONSIDERATION OF A MOTION TO SUSPEND A POLICE OFFICER.

Alderman Sistrunk offered a motion approving Starkville Police Chief Mark Ballard's recommendation to suspend Lieutenant Bill Lott without pay for 14 days with said suspension to be revisited by the Board of Aldermen during its recess meeting on April 20, 2021. Alderman Perkins seconded the motion and the Board voted as follows:

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

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

6. CONSIDERATION OF CHIEF OPERATING OFFICER / HUMAN RESOURCES DIRECTOR.

Alderman Beatty offered a motion to reclassify Navarette Ashford as the Chief Operating Officer / Human Resources Director for the City of Starkville, consistent with the COO/HR job description presented, at an annual salary of \$94,000, effective April 9, the beginning of a new pay period. Alderman Perkins seconded the motion and the Board voted as follows:

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

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

CITY OF STARKVILLE JOB DESCRIPTION

Title: Chief Operating Officer/HR Director
Reports to: Mayor
Date Prepared: 03/03/2021

Department: Mayor's Office
Classification: Non -Exempt
Approved by Board: _____

GENERAL POSITION SUMMARY:

This is administrative and technical work in Operations and directing the City's Human Resources Department. Work involves providing complex, analytical assistance and support in the resolution of operations, including the day to day operations of the city; oversees and evaluates the effectiveness of city services; investigates and analyzes issues and opportunities; and formulates strategies. Work also involves planning and implementing a comprehensive Human Resources Program including recruitment, training, management development, classification and pay, employee relations, employee assistance programs, safety programs, and benefit design functions. Finally, participates in the development of City goals, objectives, policies and priorities; and assists in achieving strategic goals of the Mayor and Board of Aldermen.

ESSENTIAL JOB FUNCTIONS:

- Provides assistance and support to the Mayor in the day-to-day operations of City departments; oversees and evaluates the effectiveness of operations and coordinates and administers special projects as assigned.
- Oversees and manages the activities of the Human Resources Department.
- Supervises the work of personnel engaged in recruitment, training, management development, classification and pay, employee relations, and benefit design functions. Participates in the interview and selection process of new employees; reassignment and promotions according to established guidelines.
- Interprets new policies, procedures and regulations with the assistance of legal counsel; and recommends or amended programs.
- Confers with department heads, division managers, members of professional staff, consultants, and other officials concerning the administrative needs and requirements related to programs or projects.
- Develops training and education strategies to improve the overall performance of the employee group; works with employees to correct deficiencies; plans, coordinates and arranges for appropriate training of subordinates; documents corrective action and applies City policy, as needed.
- Provides leadership to teams of managers in developing internal and external policies.
- Ensures timely resolution of operational issues; anticipates potential crises and act to prevent their occurrence or reduce impact.
- Models and fosters the City's core values by establishing and nurturing a work environment that will promote and maintain a high level of morale and productivity.
- Provides continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality customer service.
- Provides consultation and recommendation to the Mayor; Assists in developing and implementing the City's personnel budget.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Applicable Federal, State and local laws, rules, codes and regulations related to assigned activities.
- Principles and practices of public administration, operations, services and activities of a local government.
- Concepts of administrative relationships within the City.

- Principles and practices of budget development and administration.
- Administrative principles and practices, including program development, implementation, and evaluation, project management, and supervision of staff, either directly or through subordinate levels of supervision.

Skills and Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibility.
- Handle multiple tasks simultaneously with frequent interruptions.
- Communicate clearly and concisely orally and in writing.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.
- Follow Department and City policies and procedures operating with minimum supervision.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- Bachelor's degree in Business Administration or related field from an accredited college.
- Equivalent combination of education and experience that would provide the necessary knowledge, skills and abilities to successfully perform the essential functions of the job.

PREFEERED:

- Master's degree in Business Administration or Public Policy or related field from an accredited college.
- Five (5) years of increasingly responsible municipal administration experience including three (3) years of supervisory or management experience.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess a valid Mississippi Driver's License and acceptable MVR.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The work is generally performed within an office environment. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

7. CONSIDERATION OF THE REVISION TO THE JOB DESCRIPTION OF THE COMMUNITY DEVELOPMENT ADMINISTRATOR POSITION.

Alderman Beatty offered a motion to approve the proposed revision to the job description of the Community Development Administrator position in the Community Development Department, as presented, and adjust the salary of that position to \$43,000 annually, effective April 9, the beginning of a new pay period. Alderman Perkins seconded the motion and the Board voted as follows:

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

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

CITY OF STARKVILLE JOB DESCRIPTION

Title: Community Development Administrator Reports to: Director Date Prepared: March 15, 2021	Department: Community Development Classification: Approved by Board: _____
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GENERAL POSITION SUMMARY:

This position is responsible for supporting and assisting the Director and other staff as directed by performing a wide variety of professional, administrative and technical duties related to community development. Work involves assisting with data collection, organization, and other special projects as directed. However, the position is intertwined in all aspects of the Engineering, Utilities & Community Development Department.

ESSENTIAL JOB FUNCTIONS:

- Plan, organize and coordinate the programs and activities of the Community Development Department.
- Assist in the development and implementation of department procedure and the establishment of goals and objectives.
- Coordinates community development activities with various citizen committees; identifies and documents community development needs, plans, projects or strategies to address those needs, and effectively utilizes the talents of other staff and available local resources for successful project implementation and control.
- Provide general administrative and technical support to the Director, Engineering, Planning, Building Inspectors, Building Official, and Code Enforcement Officers.
- Provide guidance to contractors and developers concerning the Unified Development Code, City Ordinances and State Law.
- Responds to public and internal inquiries relating to programs and code enforcement activity, provides information, explains policies and procedures, resolves routine complaints, or refers questions to appropriate staff regarding economic and community development-related areas.
- Review complex plans with agencies or organizations to coordinate service delivery, analyzes policy gaps, and proposes new directions and action plans to produce an improved review.
- Coordinate and maintain City licensing requirements for use of the rights-of-way and franchise utility agreements and related information and provide summary information on these licenses and agreements as needed.
- Monitor the status and accuracy of usage fees and franchise payments to the City. Act as the City's primary contact for companies using the rights-of-way for all purposes other than construction permits. Document and monitor utility right-of-way activities; research and develop recommendations supporting the most coordinated and efficient utility company public rights-of-way use.
- Oversee floodplain development as it relates to the National Flood Insurance Program (NFIP).
- Assist with the preparation of reports, a compilation of records, document creation, and correspondence.
- Develop and maintain city resources such as GIS Mapping, permitting software and digital records.
- Responsible for the accurate response to FOIA requests concerning development within the city.
- Research grant opportunities; oversee proposal and grant application processes.
- Perform other duties as assigned or directed.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Community development and local government principles, practices, methods and techniques
- Basic grant writing and administration.
- Building related codes and ordinances enforced by the City, including the International Code Council (ICC) building, electrical, plumbing, and mechanical codes.
- Planning, zoning, and development principles and practices.
- Applicable Federal, State and local laws, rules, codes and regulations related to building codes.
- Building construction terminology. Basic cost accounting and preparation of invoice type documents.
- Modern office procedures, methods, computer equipment and related software applications.

Skills and Ability to:

- Microsoft Excel, Word, and Access and ability to learn new technology systems very quickly and efficiently.
- Handle multiple tasks simultaneously with frequent interruptions.
- Communicate clearly and concisely orally and in writing.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibility.
- Handle multiple tasks simultaneously with frequent interruptions.
- Communicate clearly and concisely orally and in writing.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Maintain effective working relationships with superiors, city officials, city department heads and division managers, officials of governmental agencies, and the general public.
- Follow Department and City policies and procedures operating with minimum supervision.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- Bachelor's degree or a minimum of two years college training in a Public Administration, Urban Studies, Planning, and Business or similar related field. A combination of equivalent education and experience likely to provide the required knowledge, skills and abilities may be considered.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

- A combination of training and experience working with grant funding will be considered.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess a valid Mississippi Driver's License and acceptable MVR.
- Must be willing to obtain ICC Permit Technician Certification.
- Must be willing to undergo training for the FEMA Flood Management Certification.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The work is generally performed within an office environment. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

8. MOTION TO ADJOURN UNTIL APRIL 6, 2021 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to adjourn the meeting until April 6, 2021 @ 5:30 p.m. at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)



PRAIRIE OPPORTUNITY, INC.

Community Action Agency

P.O. Box 1526

Starkville, Mississippi 39760-1526



Project/Program Name: Prairie Opportunity Inc. Youth Program

Project/Program Managers: Tomeka Rhine and Cornice McGee

Objective:

The objective of Prairie Opportunity Inc. Youth Program is to employ approximately (15) Youth through coordinating a Summer Youth Program that will promote innovative strategies to empower the Youth of this city. The Prairie Opportunity Inc. Youth Program will offer information and guidelines that will facilitate young people facing economic barriers to obtain skills, work experiences, morals, standards, and principles they need to be successful in the workplace and across our community.

Project/Program Narrative:

Prairie Opportunity Inc. Youth Program will offer the Youth of our city an economic opportunity to develop and build their character and job skills that will benefit them for a lifetime. This program will serve young people (16-20) years of age. Prairie Opportunity Inc. Youth Program will serve as a valuable tool in creating discipline, integrity, vision, and leadership. Prairie Opportunity Inc. Youth Program will improve, expand, and promote vision along with overall outlook for our young people. We will work to achieve and increase opportunities for economic success, and personal confidence. This program will provide guidance, resource tools and material that will develop and build character, creativity, and goals.

Desired Outcome:

Prairie Opportunity Inc. Youth Program desired outcome is to enhance and improve jobs skills that will build creative abilities. We want our Youth to learn the importance of job skills, dress code, conduct and integrity. This program will build confidence and the ability to focus on achieving success through implementing dedication and commitment. This program will serve as a support system to empower economic challenged families with opportunities to dream and achieve success and personal accomplishments.

Budget with details:

Prairie Opportunity Inc. Youth Program target budget consist of \$60,000

- This Prairie Opportunity Inc. Youth Program will provide uniforms, such as T-Shirt, mask, gloves, temperature check devices, anti-bacterial hand sanitizer, and personal hygiene products. Some additional items will include resource material and tools needed to perform job duties efficiently.
- The Case Managers will monitor all persons employed through the Prairie Opportunity Inc. Youth Program to ensure that all required job duties are performed in a professional and devoted manner.

"We Are An Equal Opportunity Employer"

Telephone (662) 323-3397

FAX (662) 323-8754



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 20, 2021
PAGE: Page 1 of 5

SUBJECT:

Third public hearing and consideration for amending the Unified Development Code and updating the Technical Codes.

SUMMARY:

The Unified Development Code was adopted in December of 2019. As the document has been used, staff has identified several sections that need to be amended. These amendments include but are not limited to: removing conflicting text, grammatical errors, numbering errors, update to the development standards chart, update to the use standards chart, clarifying requirements, and modifying requirements. The sections affected by this update include but are not limited to: Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18. In addition to the changes, the electronic version of the Unified Development Code will be made more user friendly by adding searchable charts.

The Technical Codes were adopted in June of 2012. The City currently uses the 2011 National Electric Code, 2012 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code. The update of the Technical Codes would be to the 2020 National Electric Code, 2021 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code with staff recommended amendments. Staff is also proposing the adoption of two additional codes as part of the update. The two additional codes are the 2021 edition of the International Existing Building Code and the 2017 edition of the ICC Accessible and Usable Buildings and Facilities.

The Third Public Hearing was noticed in Starkville Daily News on Sunday April 4, 2021.

The 1st Public Hearing with the Board of Aldermen was held on March 16, 2021

The 2nd Public Hearing with the Board of Aldermen was held on April 6, 2021

Unified Development Code

UDC Proposed Revisions 4-20-21

<https://www.cityofstarkville.org/DocumentCenter/View/3731/UDC-Revisions-Chart-4-20-21>

UDC Draft 4.20.21

<https://www.cityofstarkville.org/DocumentCenter/View/3729/UDC-Draft-4-20-21>

UDC Removed Text 4.20.21

<https://www.cityofstarkville.org/DocumentCenter/View/3730/UDC-Removed-Text-4-20-21>

Technical Codes

TC Proposed Updates

<https://www.cityofstarkville.org/DocumentCenter/View/3672/TC-Proposed-Update>

REQUESTING

DEPARTMENT: Community Development

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

Technical Codes: Stein McMullen @662-323-2525 ext 3121

SUGGESTED MOTION:

ORDINANCE NO. 2021-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING THE UNIFIED
DEVELOPMENT CODE AND UPDATING THE TECHNICAL CODES**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold three public hearings as described in the proof of publication of the notices of hearings which is appended to the Minutes, in connection with the proposed amendment of the Unified Development Code and the update to the Technical Codes; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings were given as required by law and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings were given as required by law and based upon the input from citizens and others, the City of Starkville finds the need to adopt additional and updated existing Technical Codes.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 1, 3, 4, ,5 ,6, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18 of the Unified Development Code of the City of Starkville shall be amended as provided herein-above.

SECTION 2. That all existing Technical Code referenced in Section 17.2 of the Unified Development Code as amended on June 2, 2020 shall be repealed and the follow Technical Codes shall be adopted: 2020 edition of the National Electric Code, 2021 edition of the International Building, 2021 edition of the International Residential, 2021 edition of the International Fire, 2021 edition of the International Mechanical, 2021 edition of the International Plumbing, 2021 edition of the International Fuel Gas, 2021 edition of the International Property Maintenance, 2021 edition of the International Existing Building Code, 2021 edition of the International Swimming Pool and Spa code, and 2017 edition of the ICC Accessible and Usable Buildings and Facilities with deletions, additions, and modifications as shown in the amend Section 17 of the Unified Development Code.

SECTION 3. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 4. Said Ordinance having been previously reduced to writing, a motion was made by _____ and seconded by _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted:
Alderman Sandra C. Sistrunk	Ward 2	Voted:
Alderman David Little	Ward 3	Voted:
Alderman Jason Walker	Ward 4	Voted:
Alderman Hamp Beatty	Ward 5	Voted:
Vice Mayor Roy A'. Perkins	Ward 6	Voted:
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted:

ORDAINED AND APPROVED, this the 20th day of April, 2021, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

Proof of Publication of the Notices

AFFP

Hearings - Codes

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

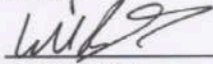
Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 27, 2021, March 14, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 14th day of March 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi

My commission expires: September 30, 2023



00000131 00092220 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and the adoption of a newer version of the Technical Codes.

The Unified Development Code was adopted in December of 2019. As the document has been used, staff has identified several sections that need to be amended. These amendments include but are not limited to: removing conflicting text, grammatical errors, numbering errors, update to the development standards chart, update to the use standards chart, clarifying requirements, and modifying requirements. The sections affected by this update include but are not limited to: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18. The Technical Codes were adopted in June of 2012. The City currently uses the 2011 National Electric Code, 2012 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code. The update of the Technical Codes would be to the 2020 National Electric Code, 2021 International Building, Existing Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code with staff recommended amendments. Also being considered is the adoption of the 2017 International Accessible and Usable Buildings and Facilities code.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on March 16, 2021 and the second hearing on April 6, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the hearings, interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information about the Unified Development Code Update, please contact Daniel Havelin, City Planner or Emily Corban, Assistant City Planner. For more information about the Technical Codes being proposed, please contact Stein McMullen, Building Official.

Publish
February 28, 2021
March 14, 2021

AFFP

UDC - Notice - BOA 3rd Hearing

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

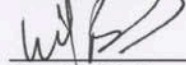
Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 04, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 4th day of April 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi

My commission expires September 30, 2023



00000131 00092793 662-323-4961

Lesia Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

The third public hearing will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and the adoption of a newer version of the Technical Codes (Building Codes). The Unified Development Code was adopted in December of 2019. As the document has been used, staff has identified several sections that need to be amended. These amendments include but are not limited to: removing conflicting text, grammatical errors, numbering errors, update to the development standards chart, update to the use standards chart, clarifying requirements, and modifying requirements. The sections affected by this update include but are not limited to: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18. The Technical Codes were adopted in June of 2012. The City currently uses the 2011 National Electric Code, 2012 International Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code. The update of the Technical Codes would be to the 2020 National Electric Code, 2021 International Building, Existing Building, Residential, Fire, Mechanical, Plumbing, Fuel Gas, Property Maintenance, and Swimming Pool and Spa code with staff recommended amendments. Also being considered is the adoption of the 2017 International Accessible and Usable Buildings and Facilities code. There will be a total of three public hearings held by the Board of Aldermen. The Board of Aldermen held the first hearing on March 16, 2021. The second hearing will be held on April 6, 2021 and the third will be held on April 20, 2021. The hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi. At the hearings, interested parties may appear and be heard with respect to the request. A digital version is available at the Planning Department's website www.cityof-starkville.org/156/Planning-Department. The digital copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information about the Unified Development Code Update, please contact Daniel Havelin, City Planner or Emily Corban, Assistant City Planner. For more information about the Technical Codes being proposed, please contact Stein McMullen, Building Official.

Publish
April 4, 2021



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 20, 2021
PAGE: Page 1of 8

SUBJECT:

Public Hearing and Consideration of SE 21-02 a request for Special Exception to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street with the parcel number 101D-00-321.00

SUMMARY:

This is a request by Mark Castleberry to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street. The applicant is seeking a Special Exception to expand an existing detached dwelling. The Use Chart in Section 13.3 of the Unified Development Code lists detached dwellings as “not permitted” in a T5-C zoning district. Therefore, the existing detached dwelling is a legal nonconforming use. Section 3.17.2.A of the Unified Development Code allows for the expansion of a nonconforming use if approved as part of a special exception or use exception. Since the request involves the expansion of a building, the special exception process is required.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 28, 2021.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notification.

At the April 13, 2021 Planning and Zoning Commission meeting, the Commission 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 SE 21-02 to allow for an expansion of a nonconforming use at 112 Mill Street.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of SE 21-02 a request for Special Exception to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street with the parcel number 101D-00-321.00
Date: April 13, 2021

The purpose of this report is to provide information regarding Special Exception Request by Mark Castleberry to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street with the parcel number 101D-00-321.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to expand an existing detached dwelling. The Use Chart in Section 13.3 of the Unified Development Code lists detached dwellings as “not permitted” in a T5-C zoning district. Therefore, the existing detached dwelling is a legal nonconforming use. Section 3.17.2.A of the Unified Development Code allows for the expansion of a nonconforming use if approved as part of a special exception or use exception. Since the request involves the expansion of a building, the special exception process is required.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for the development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.

7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 28, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response to the notification.

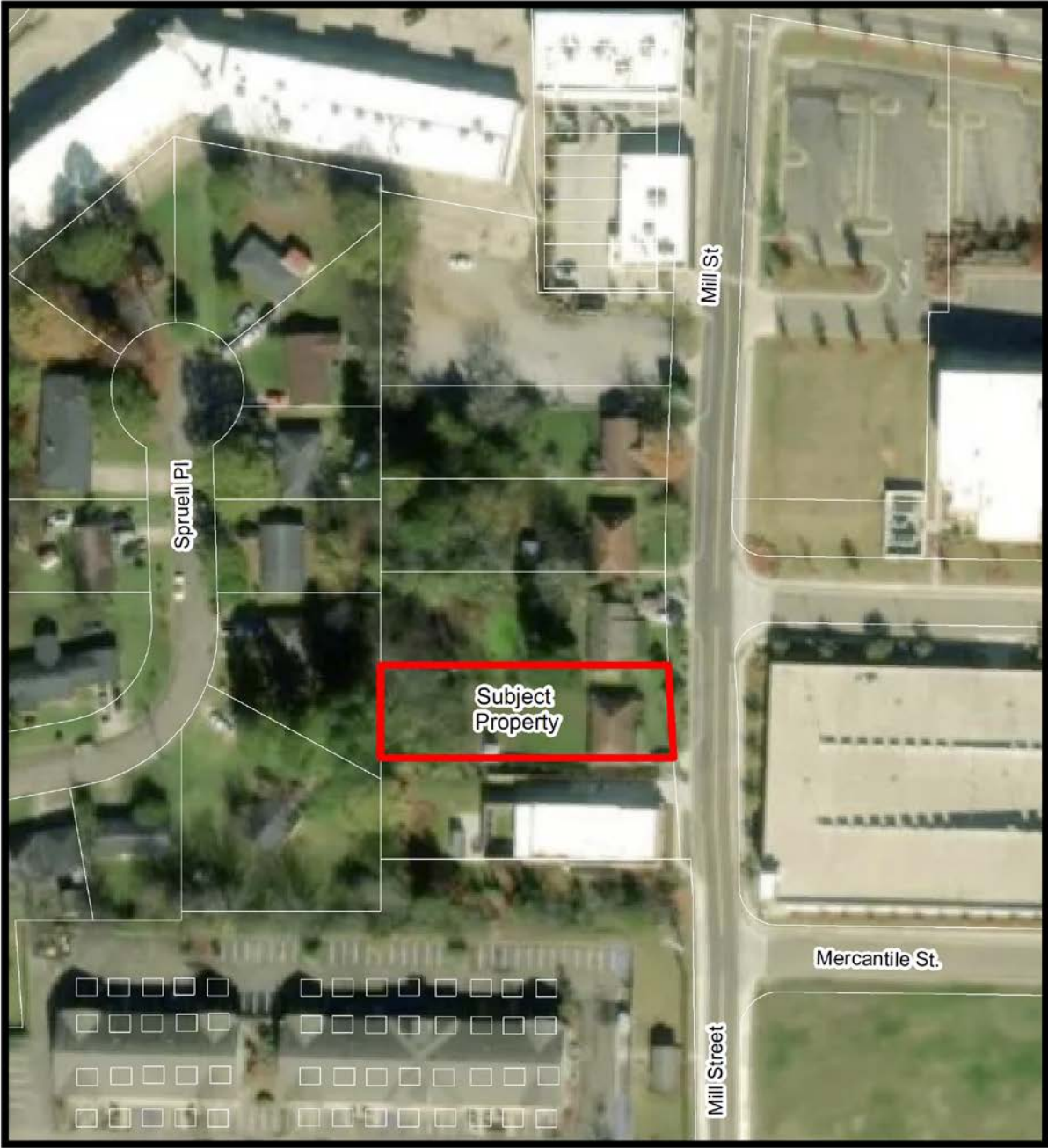
ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

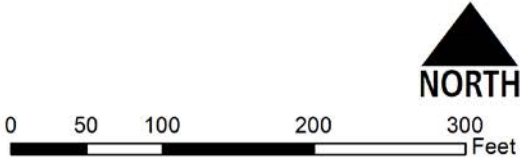
Attachment 1
SE 21-02 Aerial



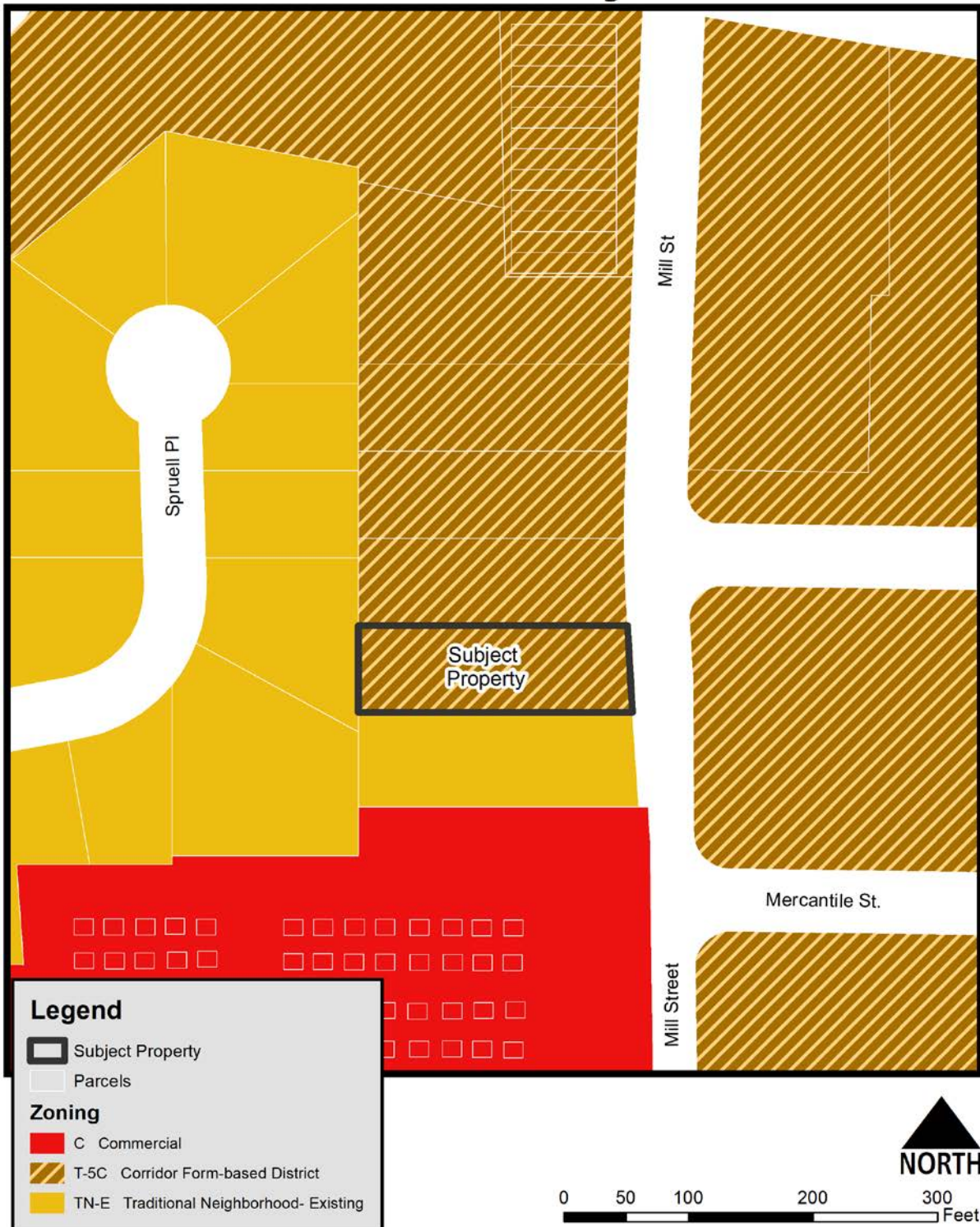
Legend

 Subject Property

 Parcels

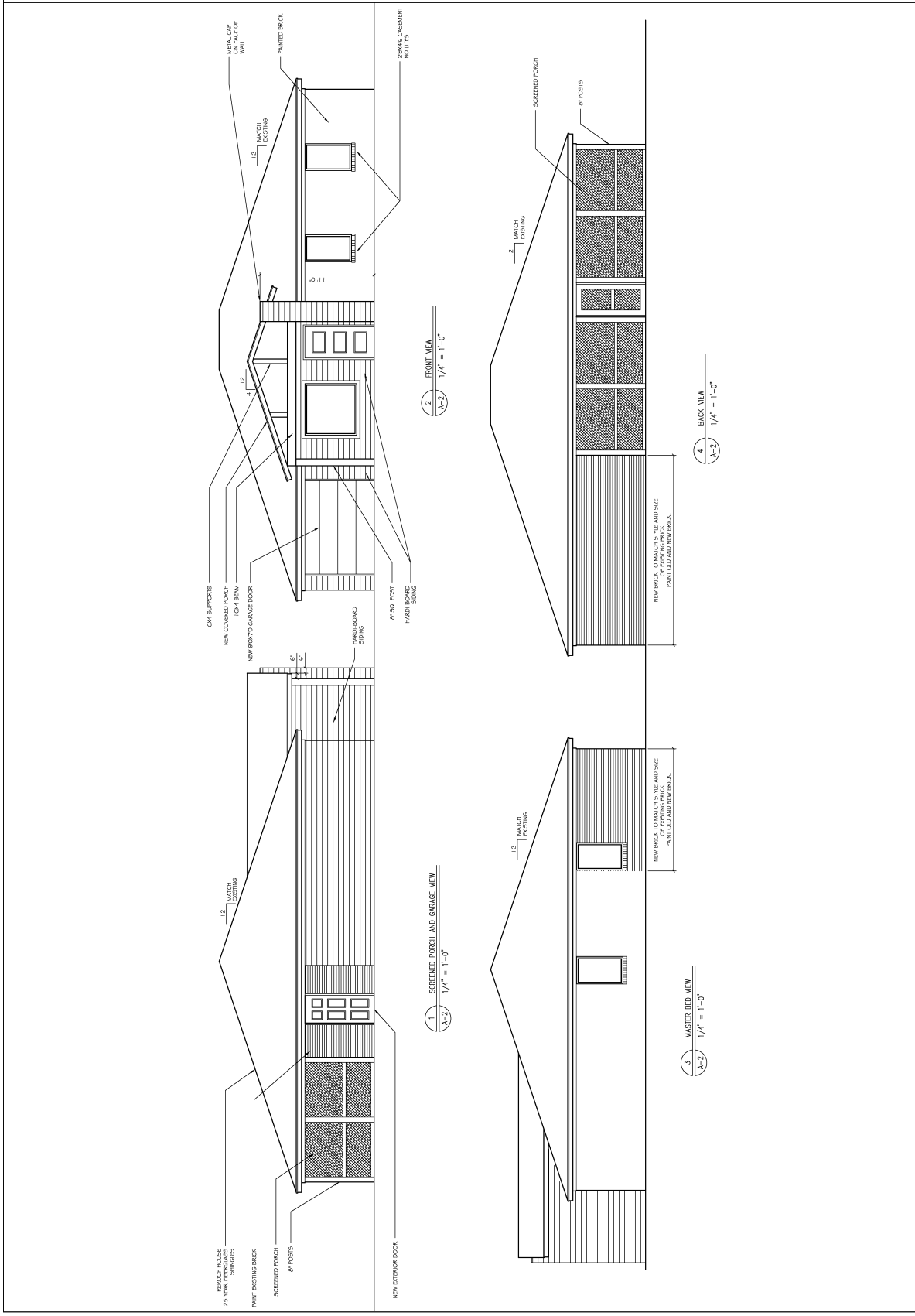


Attachment 2
SE 21-02 Zoning



[illegible]

NO.	NAME	FLOOR	BASE	WALLS	CROWN	CEILING
1	LIVING	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
2	OFFICE	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
3	CLOSET	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	NONE	SMOOTH OPT BD, PAINTED
4	CLOSET	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	NONE	SMOOTH OPT BD, PAINTED
5	BATH	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
6	MASTER CLOSET	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
7	MASTER CLOSET	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	NONE	SMOOTH OPT BD, PAINTED
8	MASTERS BATH	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	BEAD BOARD - PAINTED
9	KITCHEN	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
10	LAUNDRY	VINYL PLANK	5 1/4" WOF	PAINTED SHEETROCK	3 1/2" WOF	SMOOTH OPT BD, PAINTED
11	SCREEN PORCH	CONCRETE	NONE	PAINTED BRICK / SCREEN	3 1/2" WOOD	V-GROOVE WOOD
12	PATIO	CONCRETE	NONE	NONE	NONE	NONE
13	GARAGE	CONCRETE	1x6	PAINTED WOODWORK	3 1/2" WOOD	PAINTED LAM.
14	FRONT PORCH	CONCRETE	NONE	PAINTED SIDING	3 1/2" WOOD	V-GROOVE WOOD



1 ELECTRICAL PLAN
E-1 1/4" = 1'-0"

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
OKTIBBEHA COUNTY, MISSISSIPPI, AND THE CITY OF
STARKVILLE, MISSISSIPPI, PROVIDING FOR COLLECTION
OF CITY TAXES BY OKTIBBEHA COUNTY, MISSISSIPPI**

This Agreement is entered into by Oktibbeha County, Mississippi ("the County") and the City of Starkville, Mississippi (the "City") as of the dates shown below.

W I T N E S S E T H

WHEREAS, the City, under the authority of Chapter 33, Title 21, Mississippi Code of 1972, as amended and the County, under the authority of Chapters 1 and 29-53, Title 27, Mississippi Code of 1972, as amended, previously maintained separate offices for the purpose of ad valorem tax collection; and,

WHEREAS, the County, under the authority of Section 17-13-7, Mississippi Code of 1972, is authorized to collect the ad valorem taxes of the City of Starkville, Mississippi; and,

WHEREAS, the purpose of this Agreement is to allow the County to collect ad valorem taxes for the City of Starkville:

NOW, THEREFORE, the parties agree as follows:

1. This contract will be in effect for an initial term of one year beginning October 1, 2021, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. This contract may be terminated as of an annual anniversary date by either party giving the other written notice of termination at least nine (9) months prior to such anniversary date.

2. The Oktibbeha County Tax Collector ("Tax Collector") shall assume the responsibility for the collection of all City of Starkville ad valorem taxes on real, personal,

mobile home, and public service properties. The Tax Collector on any tax statement he or she may use will show City and County separately.

3. Ad valorem taxes on real, personal, mobile home, and public service property shall be collected as soon as reasonably practical after October 1st of each year to ensure that operating funds are available prior to the tax delinquency date of February 1st of the subsequent calendar year.

4. All sums shall be delivered to the City on or before the 20th day of the month following that in which said funds are collected. The settlement shall be allocated by funds and submitted to the City based on each individual mill rate within the City.

5. The Tax Collector shall collect all homestead exemption charge backs and all damages and interest authorized by law on City taxes, which shall be distributed as set out in the above section 4.

6. The Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law. The City will be furnished with a list of all land sold taxes on its behalf or struck off to the City within twenty (20) days of said sale. The Chancery Clerk will be responsible for receiving and receipting the tax redemption payments, notifying owners of the time of expiration of redemption, and issuing tax deeds for such tax sales.

7. Prior to settlement, the Tax Collector will make refunds of all taxes erroneously collected for the City and will make proper adjustments to the monthly distributions reports. The City allows the Tax Collector credit for the list of delinquent or insolvent taxpayers

properly presented to it in the same manner as prescribed by Chapter 49, Title 27, Mississippi Code of 1972.

8. The Tax Collector agrees to the following:

- (A) A monthly report separated by real estate, personal property, mobile homes, and public service showing a total assessed value, total taxes collected, and total interest collected.
- (B) A yearly trial balance on real estate, personal property, mobile homes, and public service property should be furnished shortly after September 30th of each fiscal year showing assessed values, senior or disabled citizen homestead value, regular homestead value, total regular homestead credit, taxes collected, and interest collected.
- (C) A detailed listing of all unpaid taxes shall be furnished with totals by real estate, personal property, mobile homes, and public service property no later than September 30th of each year.
- (D) The County staff for the collection of the ad valorem taxes of the City shall be provided by the Tax Collector and said staff shall serve at the will of the Tax Collector.
- (E) The County per the Tax Collector has established the budget for its office which shall include the appropriate adjustments, if any, for the collection cost of the City ad valorem taxes.
- (F) The Tax Collector is appointed to be treasurer to receive, disburse, and account for funds.

9. This Agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972. A copy of said agreement and the Attorney General's approval shall be filed with all concerned governmental authorities.

10. The City agrees to pay Oktibbeha County the sum of \$60,000.00 per year for the collection of taxes and other services rendered pursuant to this Agreement. This sum will be settled to the county general fund, \$30,000.00 of which is for use by the County Tax Collector pursuant to his annual approved budget.

11. All costs and expenses incurred by the Tax Collector for services rendered pursuant to this Agreement shall be budgeted in the Tax Collector's annual budget presented to the county.

12. City ad valorem taxpayers shall be allowed to pay their annual taxes in partial payments as provided by Mississippi Code of 1972 §27-41-1.

This Agreement is duly authorized by all parties hereto and is effective upon execution by designated parties and approval by the Attorney General of the State of Mississippi.

ATTEST:_____

OKTIBBEHA COUNTY,MISSISSIPPI

BY: _____
President, Board of Supervisors

ATTEST:_____

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Mayor

OKTIBBEHA COUNTY TAX
COLLECTOR

**SEVENTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES FOR
THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE
PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED
PURPOSES**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization 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, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 16, 2020, the President issued federal guidelines for social distancing, urging Americans, among other things, to work from home when possible, avoid gatherings of more than ten people, avoid eating inside dining establishments, avoid discretionary travel, shopping trips, and social visits, and listen to and follow the directions of state and local authorities; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, on March 23, 2020, Governor Reeves signed Executive Order 1463 which, among other things, imposed certain restrictions on non-essential gatherings and dining establishments and provided for certain essential businesses and operations to remain open; and

WHEREAS, on March 26, 2020, Governor Reeves signed a Supplement to Executive Order 1463 clarifying that emergency measures enacted by political subdivisions in response to the COVID-19 pandemic may continue to be in effect if they are not less restrictive than the measures outlined in the Executive Order and they do not impose restrictions that would prevent any essential business identified in the Executive Order from operating at such a level necessary to provide essential services and functions during the State of Emergency; and

WHEREAS, the City of Starkville has reviewed the restrictions imposed by its Resolution adopted March 20, 2020, as well as subsequent Resolutions adopted by the City, including this Resolution, and has found those restrictions do not conflict with the terms of Executive Order 1463; and

WHEREAS, on March 30, 2020, the President extended the federal social distancing guidelines through April 30, 2020; and

WHEREAS, on April 1, 2020, Governor Reeves signed Executive Order 1466 implementing a statewide "shelter in place" order, requiring non-essential businesses to cease operations, suspending residential evictions, closing public and private recreational facilities, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, on April 24, 2020, Governor Reeves signed Executive Order 1477 lifting the statewide "shelter in place" order, allowing for the opening of most non-essential businesses, allowing elective medical procedures and surgeries, and allowing local authorities to enact more restrictive measures to contain and restrict transmission of COVID-19; and

WHEREAS, on May 8, 2020, Governor Reeves issued Executive Order 1480 extending Executive Order 1477 as amended and extending the Safer at Home order until 8:00 a.m. on Monday, May 25, 2020; and

WHEREAS, on May 22, 2020, Governor Reeves issued Executive Order 1488, further extending the Safer at Home order until 8:00 a.m. on Monday, June 1, 2020; and

WHEREAS, on May 27, 2020, Governor Reeves issued Executive Orders 1491 and 1492, in which the Governor set further social distancing guidelines for Mississippians, for businesses, for public and private buildings, for healthcare professionals, for outdoor recreation and indoor recreational facilities, under Executive Order 1492, and further laid out further social distancing guidelines to allow ballparks, movie theaters, and more to safely reopen under the terms of Executive Order 1491; and

WHEREAS, on June 10, 2020, Governor Reeves issued Executive Orders 1495 and 1496, in which the Governor rescinded the administrative leave provisions established in Executive Order 1460, ensuring all offices may resume normal business operations under

Executive Order 1495, and further relaxing restrictions for restaurants that serve alcohol, fitness centers and gyms, reception halls and conference centers, and outdoor and indoor arenas, under the terms of Executive Order 1496; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, the emergence and risk of the spread of COVID-19 within Mississippi continues to constitute a public emergency that has resulted in substantial injury or harm to life and health within Mississippi, and in the City of Starkville, and COVID-19 has been detected in a substantial number of individuals in counties all over the State, including Oktibbeha County, Mississippi; and

WHEREAS, the State of Mississippi and the City of Starkville continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public's safety and the social and economic welfare of this City, County, and State; and

WHEREAS, the Centers for Disease Control (CDC) and the Mississippi Department of Health guidelines for responding to COVID-19 recommend avoiding crowds or gatherings of more than ten people; and

WHEREAS, the Mississippi Department of Health recommends that all Mississippians wear a mask or face covering when shopping, running errands, or otherwise away from home and emphasizes this is especially important when a distance of at least 6 feet cannot easily be maintained between persons; and

WHEREAS, the governing authorities of the City of Starkville continue to review and accept the findings and recommendations of the CDC and the Mississippi Department of Health, and have further received the same findings and recommendations from health professionals within the City of Starkville and Oktibbeha County and accept those findings and recommendations; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, the City of Starkville faces additional difficulties because of its large transient student population, such as a possible undercount of positive Oktibbeha County COVID-19 cases caused by students seeking medical attention near their permanent residence and/or through their parents' health insurance; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of July 7, 2020, there were at least 31,257 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in at least 1,114 deaths, and additional positive tests are anticipated; and

WHEREAS, as of July 7, 2020, there were at least 541 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least 26 deaths, and additional positive tests are anticipated; and

WHEREAS, the Mayor and Board of Aldermen recognize and find that, according to recent statistics published by the Mississippi State Department of Health, and in consultation with local medical professionals, the number and frequency of new COVID-19 infections in the State and Oktibbeha County is rising such that further restrictions are necessary to “flatten the curve,” protect the health, safety, and welfare of Starkville’s citizens, and alleviate stress on the health infrastructure in Starkville and Oktibbeha County; and

WHEREAS, beginning on June 30, 2020, Mississippi State University has required all faculty, staff, students, and visitors to wear face coverings inside campus buildings when physical distancing [6 feet or more] cannot be achieved, and has required face coverings to be worn in classrooms, labs, and shared office spaces regardless of physical distancing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: Starkville adopts and incorporates the findings and recommendations contained in the Governor’s Executive Orders related to Covid-19.

Section 2: All businesses, agencies and units of government located within the City of Starkville shall continue to take all reasonable and practical measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19.

Section 3: Except as may be specifically allowed by the Governor’s Executive Orders related to Covid-19, all businesses and services, while interacting with the public, must require the following face covering and social distancing measures until further order of the Mayor and Board of Aldermen:

- 1) Employees shall properly wear face coverings ensuring coverage of the mouth and nose;

- 2) All businesses shall monitor all points of entrance and prohibit entrance into the business by any individual over the age of six (6) years not wearing a face covering;
- 3) Management of each business must provide adequate supervision to ensure compliance with the face-covering requirement to include, but not be limited to, door monitors to monitor entrance by the public and floor supervision for employees;
- 4) Prominent signs at every entrance informing customers they must stay 6 feet away from other customers who did not accompany them to the store;
- 5) For businesses with existing public address systems, regular announcements instructing customers to stay six feet away from each other;
- 6) Markers on floors and signage measuring six-foot intervals and instructing people where to stand in checkout lanes and other lines;
- 7) Employees specifically tasked to enforce social distancing among customers, and employees specifically dedicated to that task in the case of large retail establishments such as grocery stores whose publicly accessible areas cannot be viewed at once;
- 8) For businesses that utilize such technology, signage encouraging cashless purchases, online ordering and pickup, and use of self-service checkout stations.

Section 4: The City, in consultation with the Oktibbeha County Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Starkville, Oktibbeha County, and local Mississippi State University communities, and shall change restrictions and requirements in a phased manner as needed, or as they determine to be appropriate under circumstances presented to the City. In the event a later peak in active COVID-19 cases is identified, the Mayor and Board shall consider whether further restrictions are necessary.

Section 5: The Mayor is empowered and authorized to interpret the terms of this Resolution and any Executive Order incorporated and referenced herein to the extent necessary to enforce this Resolution or any such Order, and this Resolution shall be enforced against noncomplying businesses and/or customers through the City's code enforcement staff and/or the Starkville Police Department.

Section 6: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville,

Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Section 7: The City may issue such other orders as are necessary for the protection of life and liberty.

Alderman Hamp Beatty moved for adoption of the Resolution, which motion was seconded by Alderman Sandra Sistrunk, said Resolution having been introduced in writing at a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on July 7, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

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


D. Lynn Spruill
Mayor of the City of Starkville, Mississippi


Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi



Ordinance 2020-

**ORDINANCE AMENDING CHAPTER 1, CODE OF ORDINANCES OF THE
CITY OF STARKVILLE, MISSISSIPPI – GENERAL PROVISIONS**

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

SECTION I. That Section 1-10, General penalties, continuing violations; is hereby amended as follows:

Change title of section as follows:

General penalties, continuing violations; penalties for violations of resolutions or orders related to emergencies.

Add new subsection (c) to read as follows:

(c) Any time the Mayor and/or Board of Aldermen shall make any resolution, rule, order, or regulation to prevent the introduction and spread of contagious or infectious diseases, to prevent or alleviate eminent danger to the public safety because of freedom of movement of the City's residents, to regulate the entrances and the way of ingress and egress to and from buildings, in furtherance of a proclamation or declaration of a local or civil emergency, or as otherwise necessary for emergency management purposes, any such rule, order, or regulation shall have the full force and effect of law once recorded in the office of the city clerk. The violation of any such rule, order, or regulation shall be punished by a fine not exceeding \$1,000.00 or imprisonment for a term not exceeding 90 days, and the cost of prosecution, or by both such fine and imprisonment, in the discretion of the municipal judge, except as provided otherwise by state law. Each day any violation of any such resolution, rule, order, or regulation shall continue shall constitute a separate offense.

SECTION II. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herein shall be, and the same are hereby repealed.

SECTION III. EFFECTIVE DATE

The Mayor and Board of Aldermen find that this ordinance is adopted for the immediate preservation of the public peace, health and safety of the residents of the City of Starkville. For the reasons set forth in the Resolution Declaring a Civil Emergency adopted at their specially called meeting on March 20, 2020, the Mayor and Board of Aldermen further find that this ordinance should be effective immediately upon its adoption by unanimous vote of the Board of Aldermen.

The above ordinance having being first reduced to writing and read and considered section by section at a public meeting of the governing authorities of the City of Starkville Mississippi on motion of Alderman Jason Walker, seconded by Alderman Sandra Sistrunk, and the roll being called, the same was approved by the following votes:

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

APPROVED, this the 20th day of March, 2020.

D. LYNN SPRUILL, MAYOR

ATTEST:

LESA HARDIN, CITY CLERK



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: April 20, 2021
PAGE: 1 of 8

SUBJECT: Consideration of a contract with Gareth Curtiss for the development, creation and installation of the Cool Papa Bell sculpture to be located at the new Cornerstone Sports Tournament facility.

AMOUNT & SOURCE OF FUNDING: The funding source will be from bond funds and from a sponsor. The amount is to be determined but is not expected to exceed \$135,000.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The statue has been part of the original plans for the Cornerstone Park project since its inception. The board authorized advertising for RFP for the sculpture at the board meeting held on February 16, 2021 and selected Mr. Curtiss at the April 6, 20221 board meeting.

**REQUESTING
DEPARTMENT:** Administration

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

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

SUGGESTED MOTION:

Move approval of a contract with Gareth Curtiss for the development, creation and installation of the Cool Papa Bell sculpture to be located at the new Cornerstone Sports Tournament facility.

ARTIST COMMISSION AGREEMENT

This Agreement (the "Agreement") is made as of this ____ day of April, 2021, by and between the CITY OF STARKVILLE, MS having an office at 110 West Main St., Starkville, MS 39759 ("the City") and GARETH CURTISS (the "Artist"), having an address at P.O. Box 319, 120 First Street North, Fortine, Montana 59918.

RECITALS:

A. The City wishes to commission and the Artist wishes to create an original work of art to be a sculpture of Cool Papa Bell exhibited at the Cornerstone sports tournament facility. The proposed title of the Work is: "_____." This is a working title, and the parties acknowledge and agree it may change. The Board of Aldermen has reviewed and approved this work for installation.

B. The projected completion date will be on or before _____, 2021.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. COMMISSION.

1.1 The Work. Subject to the terms and conditions set forth in this Agreement, the City commissions the Artist to create the Work of art described on Exhibit A (the "Work").

1.2 Services. The Artist agrees to provide personal services to conceive, develop, research and fabricate the Work in accordance with this Agreement.

2. ARTIST RESPONSIBILITIES.

2.1 Collaboration. During development of the Work, the Artist agrees to work with the City in good faith to ensure the Work is substantially responsive to the original concept.

2.2 Materials and Specifications. The Artist will have an engineering analysis completed on the Work to ensure stability and safety. The Artist further agrees that none of the materials included in the Work shall include any hazardous materials.

2.3 No Change After Approval. After the final form of the Work is approved by the City, the Artist may not substantially change or alter the Work without the City's prior written consent.

2.4 Site Conditions/Location. The Artist will inspect and approve the Pad/Site, access to the Site, security condition of the Site, and specific physical and environmental limitations of the Site.

2.5 Installation. In consultation with the Artist, the City will arrange a schedule for installing the Work. The Artist will be responsible for transporting the Work to the installation site and installing the Work in conjunction with the City.

2.5.A As set forth on Exhibit A, the Artist agrees to oversee the installation of the Work at the Site. The Artist agrees to provide the City with installation instructions and plans on or before the date set forth on Exhibit A.

2.5.B The Artist agrees to confer with the City as often as the City deems reasonably necessary to coordinate installation needs.

2.6 Shipping Instructions. The Artist certifies that the Work will be in such condition as to

withstand the ordinary strains of packing, transportation, and handling.

2.6.A Shipping of the Work to the Site will be coordinated directly between the Artist and the City. The Work and/or any components of the Work and materials needed for installation must arrive at the Site by the date set forth on Exhibit A.

2.7 Public Engagement. The Artist agrees to participate in reasonable public programming activities which may be organized by the City.

2.8 Site Compliance. The Artist, when on the premises, shall comply with all terms and conditions generally applicable to those performing services for the City, including, without limitation, safety procedures.

3. CITY OF STARKVILLE RESPONSIBILITIES.

3.1 Reimbursement. The City will reimburse the cost of the Artist's direct, out-of-pocket expenses for materials, supplies, equipment, and production costs ("Artist's Expenses") required for creation of the Work based on, and as reflected in, the Budget contemplated under Section 5 in accordance with the payment schedule set forth on Exhibit A.

3.2 Security. The City shall provide periodic on-site inspection of the Work.

3.3 Site Preparation. The City shall pay for and arrange for the site to be prepared for the Work, consistent with the engineering analysis.

3.4 Installation. The City will be available to assist as needed with the installation of the Work.

3.5 Lighting. The City shall pay for and arrange for installation of any lighting surrounding the Work.

4. CREDIT LINES.

4.1 Starkville Publication. Whenever the Work is exhibited, reproduced or published by The City, The City will include the credit line set forth on Exhibit A.

5. BUDGET, INVOICES.

5.1 Budget. The Budget as approved will be appended to Exhibit A of this Agreement. In the event that the actual costs of creation, development, fabrication, and installation of the Work exceed the Budget, the Artist agrees to obtain written permission from the City to amend the budget. After approval, the Budget may be amended only with the City's prior, written consent. The Budget will become the basis for all compensation to the Artist.

6. COPYRIGHT AND REPRODUCTIONS.

6.1 Artist Copyright. The Artist retains ownership of the copyright in the Work and in any plans, diagrams, drawings, and models of the Work produced by the Artist. The Artist represents and warrants to the City that the Work and any designs with respect to the Work will be original to the Artist and said designs and any installation instructions and any materials used in connection with the Work and that none of the Work, said designs, installation instructions or materials violate any third party's copyright or other intellectual property rights.

6.2 Artist License. The Artist hereby grants the City a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Work (via print and audiovisual media, the internet, and any other electronic, social or broadcast media, that the City determines appropriate). The City will give credit to the Artist as specified herein in any publication of an image featuring the Work.

6.3 Starkville License. The City grants the Artist a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute the City's Documentation for archival, promotional, publicity, and educational purposes as Artist shall determine appropriate.

6.4 Public Photography of the Exhibition. Artist acknowledges and agrees that the Work will be shown as part of an outdoor, public setting and visitors are expected and authorized to photograph the Work for their own personal use.

7. Relationship. The Artist shall be an independent contractor as to any work or services performed under this Agreement and not an employee of The City of Starkville.

8. Non-Transferability. This Agreement is intended to secure the personal services of the Artist and shall not be transferred or assigned in any manner whatsoever without the prior written consent of the Artist and the City.

9. Dates. Time is of the essence. The dates set forth herein for performance by the Artist are critical and must be observed by the Artist.

10. Termination. This Agreement may be terminated by the City if the Artist is unable, for any reason, to conceive, develop, research, fabricate, or, if applicable, install the Work as agreed upon (except if the Artist's inability is caused by a breach by the City of its obligations hereunder), if the Artist fails to meet any of the dates set forth in this Agreement for performance by the Artist or otherwise breaches any of the Artist's obligations under this Agreement. If the City terminates this Agreement, the Artist will immediately repay to the City all sums paid to the Artist minus monies spent on materials and fabrication at the time of termination. If any equipment and/or materials have already been purchased, the Artist may keep those items.

11. Entire Agreement. This Agreement is the entire understanding between the Artist and the City and supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement. The parties acknowledge that portions of Exhibit A may not be complete upon execution and they agree to work in good faith to complete any open items. Upon completion, Exhibit A shall be modified and the modified Exhibit A shall become an integral part of this Agreement.

12. Governing Law and Venue. 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. Venue for any dispute relating to this Agreement shall be in the Circuit Court of Oktibbeha County, Mississippi, or the United States District Court for the Northern District of Mississippi, Aberdeen Division, pursuant to proper subject matter jurisdiction.

13. Insurance. During the term of this Agreement, the Artist shall procure and maintain, at his 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 Work for limits of not less than \$1,000,000 for personal injury, death, or property damage out of any one occurrence. The Artist's insurance coverage shall be primary with respect to any other applicable insurance. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Artist's insurance & shall not contribute to it.

14. Indemnification. The Artist 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 Work by the Artist.

15. Miscellaneous Terms.

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

15.2. 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.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SIGNATURES:

D. Lynn Spruill
Mayor, The City of Starkville

Artist, Gareth Curtiss

EXHIBIT A

1. Site:

Cornerstone Sports Tournament Facility
2. Artist Credit Line:

_____, Gareth Curtiss
3. Artist: Gareth Curtiss
4. Description of the Work:
 - A. Title: _____
 - B. Medium: Public, outdoor sculpture
 - C. Materials: _____
 - D. Dimensions: _____
 - E. Maintenance Requirements: To be provided by the City of Starkville in cooperation with the Artist.
5. Date for Installation: In conjunction with Grand Opening of Cornerstone Park
6. Artist to Oversee Installation? Yes

7.. Payment Schedule:

30% due upon approval and execution of this Agreement. The City to approve payment application.

30% due upon completion of full size clay model. The City to approve payment application.

20% due upon completion of sculpture. The City to approve payment application.

20% due upon acceptance by the City of the completed Work. The City to approve payment application.

8. Rendering(s):

9. Budget: Attached as Exhibit B

*This budget applies to the rendering(s) submitted. If the size or design changes, the budget is subject to change.

EXHIBIT B

Budget

Artist's Fee \$30,000

Professional Services

Engineering \$3,000 (estimate)

Bronze Statue Mold making, Casting and Finishing

Mold Making \$20,000 (estimate)

(materials; 100 gallons rubber, 50 gallons of fiberglass resin, fiber glass cloth, brushes & misc + Labor)

Lost Wax Bronze Casting & Finishing \$25,000 (estimate)

(materials; 1,500 lbs Bronze, 1,500 lbs of refractory shell material, 30 lbs welding rod, Argon, 600 gallons of propane, sprue wax, bulk wax & misc + Labor)

Transportation

crating & shipping \$7,000 (estimate)

My travel & lodging \$4,000 (estimate)

Installation \$1,000 or much less dependent upon if equipment rental needs to be arranged by me.

Contract Amount \$90,000
(not to exceed)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated this the ____ day of April, 2021 by and between **CITY OF STARKVILLE, MISSISSIPPI**, hereinafter referred to as "**City**", and **SPORTS FACILITIES MANAGEMENT, LLC**, a Florida limited liability company hereinafter referred to as "**SFM**".

WHEREAS, City is currently developing a state-of-the-art sportsplex specifically located in Starkville, Mississippi on South Highway 25 and known as Cornerstone Park ("Facility"); and,

WHEREAS, SFM has expertise in providing management services for athletic complex facilities throughout the United States; and,

WHEREAS, City is considering SFM to open, operate, and manage the Facility subject to the terms and conditions of a Facility Management Agreement ("Agreement"), which will set forth their mutual understanding regarding SFM's facility management services to the City; and,

NOW THEREFORE, in mutual consideration of the terms and conditions set forth in this MOU, the receipt of sufficiency of which is hereby acknowledged, City and SFM hereby acknowledge and agree upon a mutual understanding of the following:

1. **RECITALS.** City and SFM acknowledge and agree the foregoing recitals are true and accurate and hereby incorporate the same herein as if set forth verbatim.
2. **PARTIES TO NEGOTIATE AGREEMENT.** This MOU does not bind the parties to reach an Agreement but rather authorizes Mayor D. Lynn Spruill to negotiate the terms of a Facility Management Agreement with SFM for SFM to manage the Facility. Both City and SFM agree that they will each make a good faith effort to agree on a final draft of a written Agreement for consideration by the City's Board of Aldermen during its regular meeting on May 4, 2021.

This Memorandum of Understanding between **CITY OF STARKVILLE, MISSISSIPPI and SFM** is the entire understanding between the parties as to the negotiation of a Facility Management Agreement for the management of the Facility.

City of Starkville, Mississippi

By: _____

Dated _____

Title _____

Sports Facilities Management, LLC

By: _____

Dated _____

Title _____



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Consideration of the hiring of Paul Alcantar as a Sanitation Director in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Salary of \$75,000.00 (\$36.06 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #022-322-410-104

AUTHORIZATION HISTORY:

This is a replacement position previously held by Calvin Ware who is retiring in April.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Paul Alcantar as a Sanitation Director in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT.:
AGENDA DATE: April 20, 2021
PAGE: 1 of 1

SUBJECT: Consideration of an Application for a Free Port Warehouse License from Weavexx, LLC.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

City Attorney Chris Latimer

SUGGESTED MOTION: Approval of an Application for a Free Port Warehouse License from Weavexx, LLC.

City Hall
Attn: City Clerk
110 N. Main Street
Starkville, MS 39759

**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

AS AUTHORIZED BY SECTION 27-31-51, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF WAREHOUSE Weavexx, LLC
PHYSICAL ADDRESS 401 Hwy 12 West
TYPE OF PROPERTY SHIPPED Industrial Fabrics TOTAL VALUE OF PROPERTY \$1,733,549
PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 1.3%
LOCATION - COUNTY Oktibbeha CITY Starkville

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 31 day of March, 20 21.

Weavexx, LLC

Applicant (Name of Taxpayer)

By: [Signature]

Title: Agent

ATTEST:

On 03/31/2021 Kyle Chrisman
personally appeared before me and produced
a GA driver's license as identification.
My commission expires 01/26/2024





January 21, 2021

Re: **Personal Property Taxes**
Andritz Fabrics & Rolls, JJ Plank Company LLC, Stowe Woodward, LLC, and
Weavexx, LLC

Dear Sir or Madam:

The purpose of this letter is to inform you that Altus Group US Inc. is authorized to obtain personal property assessment and tax information for Andritz Fabrics & Rolls and its subsidiaries in all property tax matters, including but not limited to, filing property tax returns, requesting assessment information, filing appeals, etc. This authorization is effective immediately, until otherwise revoked.

If you have any questions about this authorization, please contact Diana Maxson at (919) 562-5883. Our representative, Kyle Chrisman, at Altus Group US Inc. may be contacted directly at (404) 832-7466.

Sincerely,

Paul Chrusciel
N.A. Business Unit Controller
Andritz Fabrics and Rolls

cc: Kyle Chrisman, Altus Group US Inc.

Kyle Chrisman
Julie Chrisman
3321 Woodfield Dr NE
Marietta, GA 30062-5357

Land of the Free

220

64-70670

3/31/2021

CHECKSAFE

PAY TO THE
ORDER OF

City of Starkville

\$ 10.00

SunTrust

DOLLARS

Security
Deposit Co.
Inc.

FOR

Freight Liase

SC

⑆061000104⑆1000062330773⑆ 0220



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 04.20.2021
PAGE: 1**

SUBJECT: Discussion and consideration to appoint Jessica Hill, the sole applicant to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term for this position will expire September 30, 2025.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appoint Jessica Hill, the sole applicant to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term for this position will expire September 30, 2025.

On Mon, Apr 12, 2021 at 12:25 PM Jessica Hill <jah2582@gmail.com> wrote:
Greetings,

I am contacting you in regards to the Library Board of Trustees seat that recently opened October 1, 2020, and runs until September 20, 2025. I am interested in filling the position.

I have twenty-plus years of employment experience, with more than ten of those twenty years of experience representing a leadership position. I have held various professional titles such as Municipal Election Commission, University Lecturer, Graduate Research Assistant, Educational Technologist, Quality Assurance Analyst, and Quality Engineer.

I was born and raised in the Starkville community. I understand the importance of a community member serving in such an important and trusted position to ensure our community's growth, legacy, and learning experiences are projected in a positive and sustainable way. I have contributed this service by applying community service hours working with organizations such as American Association for University Women (AAUW-Starkville Branch, AAUW-MS), Appalachian Leadership Honors Programs (currently known as Montgomery Leadership), NAACP- Oktibbeha County Branch (Lifetime Member), Delta Sigma Theta Sorority, Inc, Gamma Beta Phi Society (GBP-MSU), etc.

I would like to express my interest in serving on the Library Board of Trustees and contributing to our community's much-needed services. You may contact me via email jah2582@gmail.com or cell phone at 662-769-0405.

Best Regards,
Jessica Hill



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 04.20.2021
PAGE: 1**

SUBJECT: Correction to the term of the appointment of Kennedy Neal from the action by the board at the last meeting. The term for this position will expire September 30, 2023.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to amend the appointment expiration date of Kennedy Neal to the Oktibbeha County Library Board to end September 30 2023.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: April 20, 2021
PAGE: 1

SUBJECT: Request approval to accept the 2021 FAA ACRGP Grant Offer 3-28-0068-026-2021 in the Amount of \$23,000.00.

AMOUNT & SOURCE OF FUNDING: 100% from the FAA

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move to accept the 2021 FAA ACRGP Grant Offer 3-28-0068-026-2021 in the Amount of \$23,000.00.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

FAA JAN ADO
100 W. Cross St.
Suite B
Jackson, MS 392082307

CRRSA Transmittal Letter

April 6, 2021

Mayor Lynn Spruill
City of Starkville
Starkville, Mississippi
l.spruill@cityofstarkville.org

Dear Mayor Spruill:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-28-0068-026-2021 for George M Bryan Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 6, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Rans Black". The signature is fluid and cursive, with the first name "Rans" and last name "Black" clearly distinguishable.

Rans Black
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 6, 2021

Airport/Planning Area George M Bryan Airport

ACRGP Grant Number 3-28-0068-026-2021

Unique Entity Identifier 095707444

TO: City of Starkville, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the George M Bryan Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the George M Bryan Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to George M Bryan incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,000, allocated as follows:
 - \$23,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 6, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 6, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Starkville, Mississippi

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or “the Act”), Public Law 116-260. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Starkville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 19, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: April 20, 2021

Consideration of awarding the mowing and maintenance bid for the City of Starkville Cemeteries to Hampton Young Corp.

Closed bids were opened on April 12, 2021 with Hampton Young Corp being the sole bidder.

Per cut price:

Odd Fellows Cemetery Dr. Martin Luther King, Jr. Drive:	\$350.00
Odd Fellows Cemetery University Drive:	\$850.00
Brush Arbor Cemetery:	\$200.00

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval of awarding the mowing and maintenance for Starkville Cemeteries bid to Hampton Young Corp.

CITY OF STARKVILLE
MOWING AND MAINTENANCE BID FORM

DUE: April 12, 2021 AT 4:00 PM

COMPANY: Hampton Young Corp
ADDRESS: 50 S. Johnson Ave.
Louisville, MS 39339
PHONE #: 662-803-8114 FAX # 662-705-5107
EMAIL ADDRESS: info@hamptonlandscapingandjanitorial.com
CONTACT PERSON: Stephen Hampton
WORKER'S COMPENSATION NUMBER: WC220-0022892
INSURANCE CARRIER (ATTACH PROOF OF INSURANCE): Horizon Insurance Group
CITY OF STARKVILLE PRIVILEGE LICENCE NUMBER: 1935
DATE: 3-2-21

TOTAL BID AMOUNT (ODD FELLOW MLK):

\$350⁰⁰ per Cut

TOTAL BID AMOUNT (ODD FELLOW UNIV):

\$850⁰⁰ per Cut

TOTAL BID AMOUNT (BRUSH ARBOR):

\$200⁰⁰ per Cut

Enclose specifications for the above items. The City of Starkville reserves the right to reject any and all bids received, to waive any informality in the bids received, or to accept any bid which is deemed most favorable to the City.

Authorized Signature: Stephen Hampton

ADVERTISEMENT FOR BIDS THE CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that the City of Starkville, Mississippi, will receive **SEALED PROPOSALS** for the **MOWING AND MAINTENANCE CONTRACTS** for the City Cemeteries:

- **ODD FELLOWS CEMETERY (M L KING/HWY 182)**
- **ODD FELLOWS CEMETERY (UNIVERSITY DRIVE)**
- **BRUSH ARBOR CEMETARY (UNIVERSITY DRIVE)**

Bids will be received at the City Clerk's Office, 110 West Main Street, Starkville, MS, 39759, until 4 p.m. local time on April 12, 2021, at which time they will be opened publicly, read aloud, and taken under advisement until the next Meeting of the Mayor and Board of Alderman.

A complete bid package and questions regarding the specifications should be directed to Lesa Hardin, City Clerk, and can be reached at (662)323-2525 ext. 3117 or l.hardin@cityofstarkville.org. Bid forms may be obtained from the City's website, www.cityofstarkville.org, under the "advertisement for bids" section or by calling the City Clerk's office. Bids may also be securely submitted electronically to bids@cityofstarkville.org.

The bid container must be **SEALED** and marked "**MOWING AND MAINTENANCE CONTRACTS, DUE APRIL 12, 2021**" Additionally, the bidder's name and return address must appear on the outside of the bid container.

No bid shall be withdrawn after the scheduled date and time of the opening without written consent of the City of Starkville. Within the limitations of the state law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bid received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI
Lesa Hardin
City Clerk, City of Starkville

PUBLISH: March 21 and March 31, 2021



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 20, 2021
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of FP 21-02 a request for Final Plat approval for subdividing a 20.75 acres lot into 79 lots on the west side of South Montgomery Street +/-330ft south of the intersection with Lynn Lane directly south of the Maison De Ville subdivision in a TN-N zoning district with parcel numbers 1021-00-005.00, 1021-00-006.00 and 1021-00-002.00.

SUMMARY:

The applicant Willis Owens of Pritchard Engineering, on behalf of Andy Fornea, is requesting Final Plat approval for "Oakvale Subdivision" subdivision. The Board of Aldermen approved a rezoning request from R-1/C-2 to R-3A on November 6, 2018. The Board of Aldermen approved a variance from front setback requirements on August 6, 2019. The Preliminary Plat was approved by the Board of Aldermen on July 16, 2019. The Development Review Committee approved the infrastructure plan on December 30, 2019. The proposed subdivision has a gross acreage is +/- 20.75 acreage with a total of 79 lots. The proposed gross density is 3.81 units per acre. The applicant has requested to bond all unfinished infrastructure related items in the final plat. City staff has reviewed the request to bond and recommended 8 conditions be placed on the plat.

On April 13, 2021 the Planning and Zoning Commission unanimously recommended the following staff recommended conditions of approval:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, private alley and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of all bond items related to the water and sanitary sewer infrastructure.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the ROW of the site on Lynn Lane, and South Montgomery.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the inlet into manhole (MH1).
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements and any requested supporting information.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan "IP 19-02 Valentine Property" approved on December 30, 2019 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.
 - d. Revise Final plat as necessary to adjust easements, public rights-of-way, or lots based on the final, as-built infrastructure construction.
7. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have the slotted curb median installed on South Montgomery to the satisfaction of City Staff.
8. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have installed the base layer of asphalt to the satisfaction of City Staff.

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 FP 21-02 a request for Final Plat approval for “Oakvale Subdivision” with the eight recommended conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Discussion and consideration of FP 21-02 a request for Final Plat approval for subdividing 20.75 acres lot into 79 lots on the west side of South Montgomery Street +/- 330ft south of the intersection with Lynn Lane directly south of the Maison De Ville subdivision in a TN-N zoning district with parcel numbers 1021-00-005.00, 1021-00-006.00 and 1021-00-002.00.
Date: April 13, 2021

The purpose of this report is to provide information regarding Final Plat request by Willis Owens of Pritchard Engineering on behalf of Andy Fornea for the "Oakvale Subdivision" subdivision. Please see attachments 1- 5.

BACKGROUND INFORMATION

- The Board of Aldermen approved a rezoning request from R-1/C-2 to R-3A on November 6, 2018.
- The Board of Aldermen approved a variance from front setback requirements on August 6, 2019.
- The Preliminary Plat was approved by the Board of Aldermen on July 16, 2019 with the following 10 conditions:
 1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
 2. The preliminary plat shall meet the minimum requirements for R-3A dimensions.
 3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
 4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
 5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
 6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
 7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
 8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed

under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.

9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
 10. Developer installs a slotted curb along South Montgomery as part of the infrastructure plans in a manner similar to that shown on Attachment 4.
- The Development Review Committee approved the infrastructure plan on December 30, 2019.

GENERAL INFORMATION

- The proposed subdivision is located west side of South Montgomery Street +/-330ft south of the intersection with Lynn Lane directly south of the Maison De Ville subdivision in a TN-N zoning district (formerly R-3A).
- The gross acreage is +/- 20.75 acreage with a total of 79 lots. The proposed gross density is 3.81 units per acre.
- All easements and dedications are provided on the final plat.
- The roadways will be dedicated to the City once inspected by City Staff and Approved by the Board of Aldermen.
- Street numbers will be assigned for construction permitting and utility assignments.
- Golden Triangle Planning and Development has reviewed proposed road name and has no issues.
- Electrical service, Potable water, and sanitary sewer utility services will be provided by the City.
- Staff and the City Attorney are currently reviewing the proposed covenants.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filed with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final

plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.

- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval on the plat upon certification by the City Clerk that the City has received both of the following:
 - o An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - o An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Single Detached Dwelling Residential Use in a TN-N zoning district:

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

ANALYSIS

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

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following conditions are recommended by City Staff:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, private alley and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of all bond items related to the water and sanitary sewer infrastructure.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the ROW of the site on Lynn Lane, and South Montgomery.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the inlet into manhole (MH1).
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements and any requested supporting information.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan "IP 19-02 Valentine Property" approved on December 30, 2019 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.
 - d. Revise Final plat as necessary to adjust easements, public rights-of-way, or lots based on the final, as-built infrastructure construction.
7. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have the slotted curb median installed on South Montgomery to the satisfaction of City Staff.
8. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have installed the base layer of asphalt to the satisfaction of City Staff.

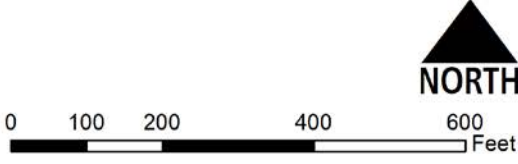
Attachment 1
FP 21-02 Aerial



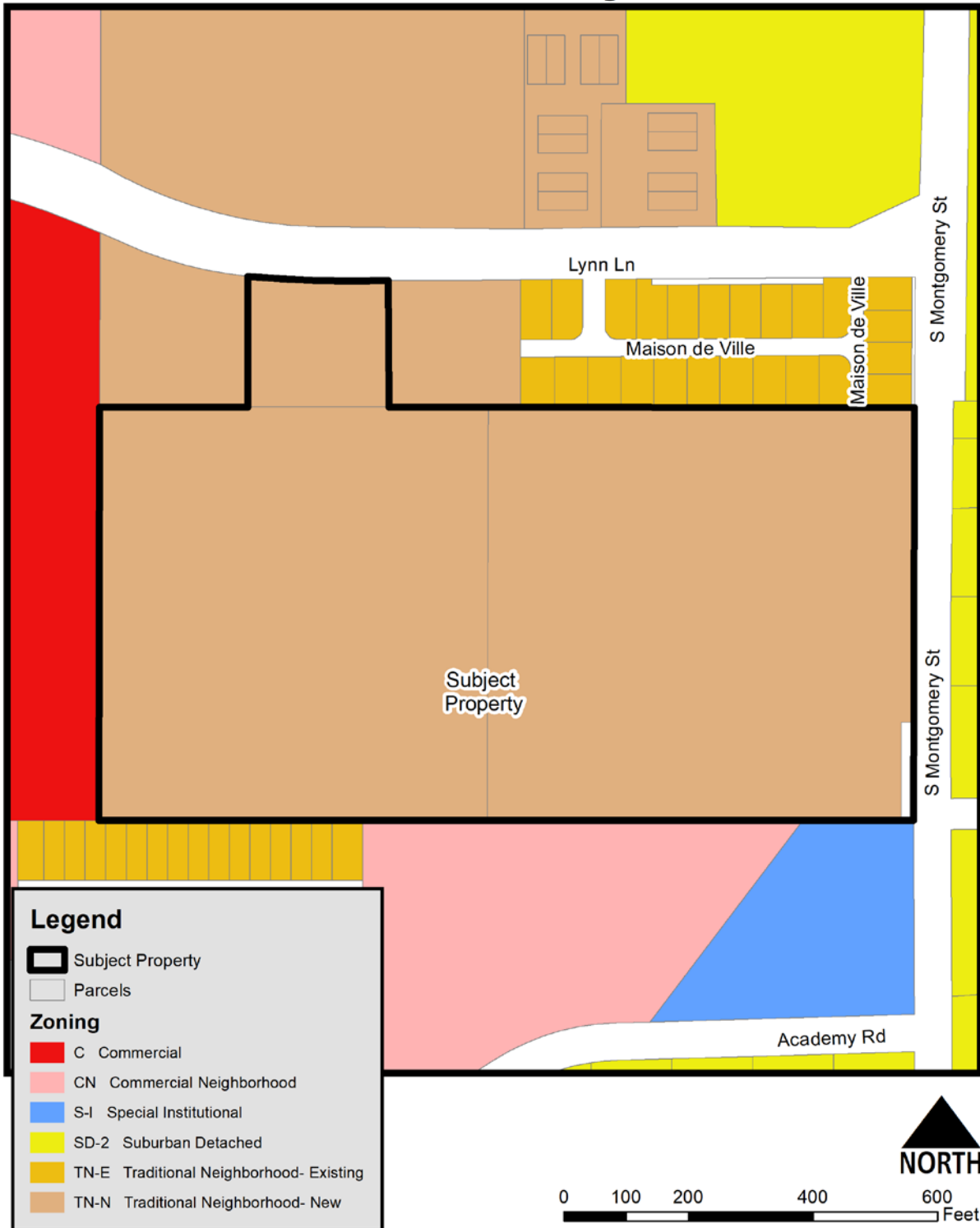
Legend

 Subject Property

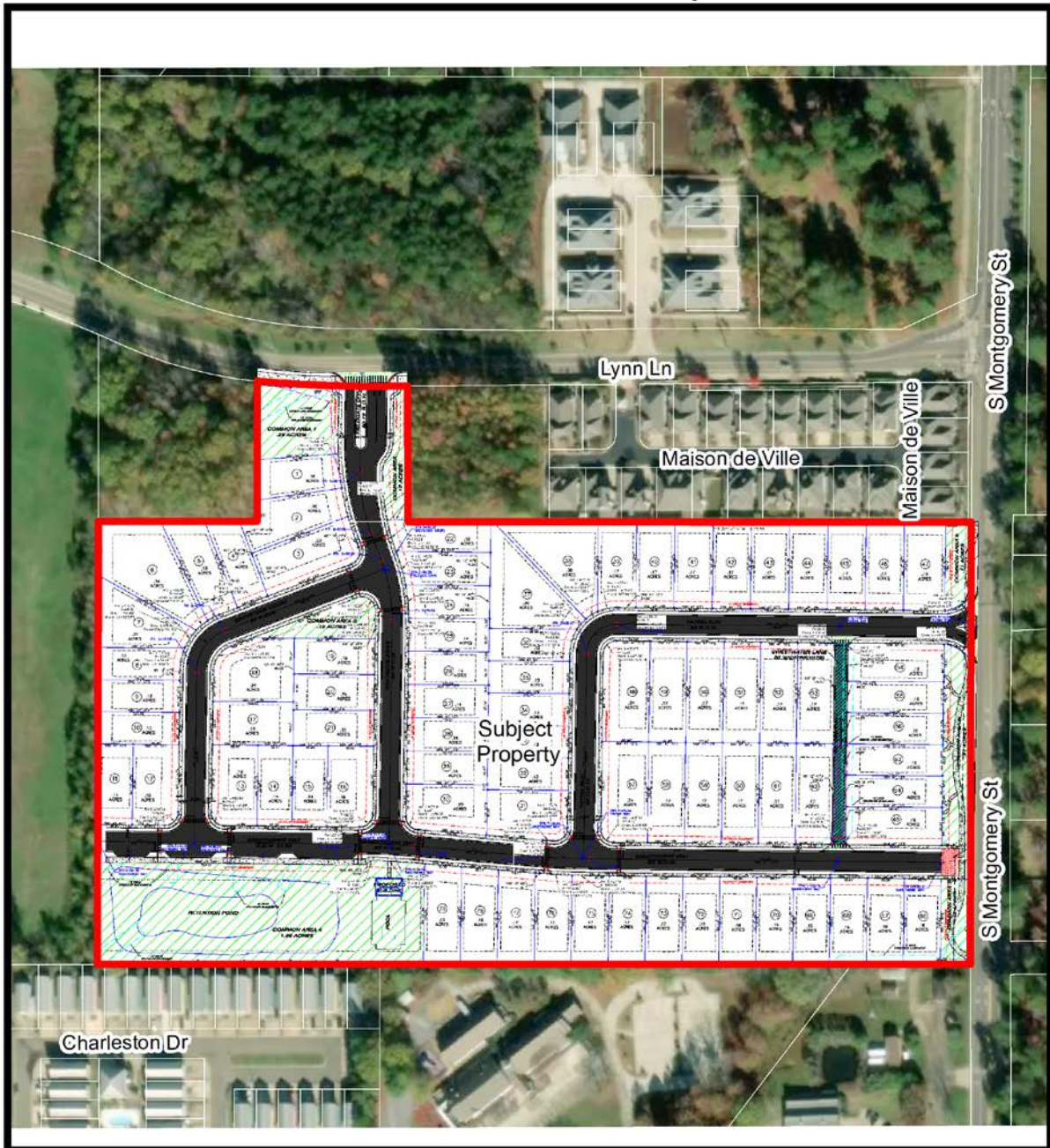
 Parcels



Attachment 2
FP 21-02 Zoning

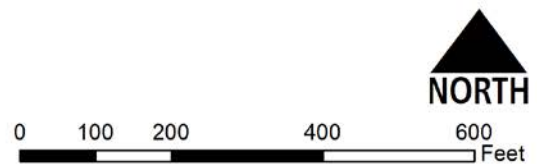


Attachment 3
FP 21-02 Plat Overlay



Legend

-  Subject Property
-  Parcels



Attachment 4- Final Plat

[illegible]

DEDICATION OF UTILITY EASEMENTS

THE UNDERSIGNED OWNER OF OAKVALE SUBDIVISION, AS SHOWN ON THE FOREGOING PLAT, DOES BY THIS INSTRUMENT CONVEY TO THE CITY OF JACKSON, MISSISSIPPI, ALL THE UTILITY EASEMENTS AND RIGHTS OF WAY AND EGRESS, ALL UTILITY EASEMENTS TO BE USED BY THE CITY OF JACKSON, MISSISSIPPI, FOR PROVIDING PUBLIC SERVICES.

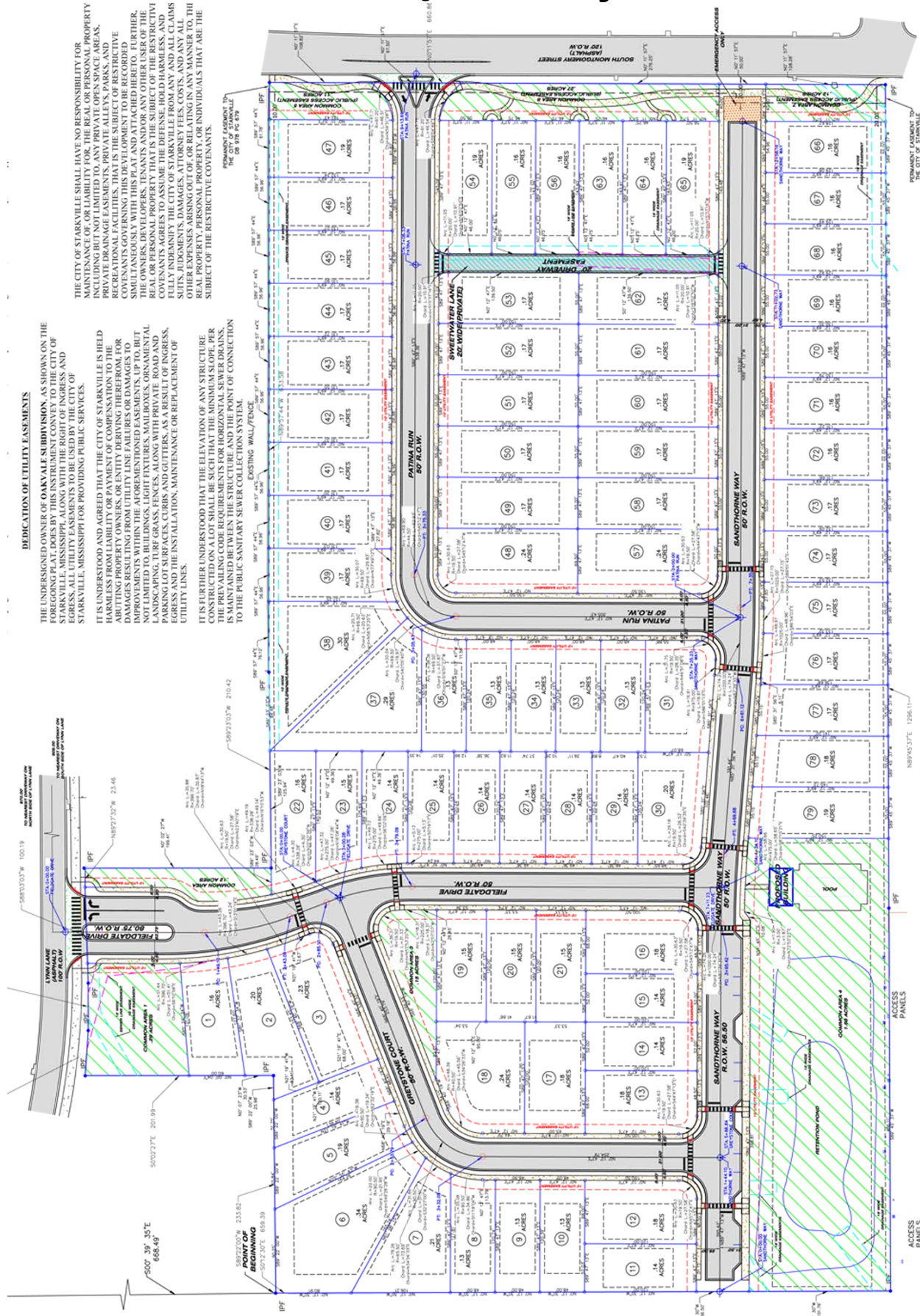
IT IS UNDERSTOOD AND AGREED THAT THE CITY OF STARKVILLE IS HELD HARMLESS BY THE CITY OF JACKSON, MISSISSIPPI, FOR ANY AND ALL DAMAGES RESULTING FROM ANY ENTITY DERIVING THEREFROM, FOR ANY AND ALL DAMAGES RESULTING FROM UTILITY LINE FAILURES OR DAMAGES TO IMPROVEMENTS WITHIN THE AFORESAIDMENT EASEMENTS, UP TO, BUT NOT EXCEEDING, THE MARKET VALUE OF THE EASEMENTS AND THE UTILITY EASEMENTS, THE GRASSES, TREES, FENCES, ALONG WITH PRIVATE, ROAD AND DRIVEWAYS, PARKING LOT SURFACES, CURBS AND GUTTERS, AS A RESULT OF INGRESS, EGRESS AND THE INSTALLATION, MAINTENANCE OR REPLACEMENT OF UTILITY LINES.

IT IS FURTHER UNDERSTOOD THAT THE ELEVATION OF ANY STRUCTURE CONSTRUCTED ON A LOT SHALL BE SUCH THAT THE MINIMUM SLOPE, PER THE PREVAILING CODE REQUIREMENTS FOR HORIZONTAL SWEET DRAINS, SHALL BE SUCH THAT THE CITY OF JACKSON, MISSISSIPPI, CAN BE CONNECTED TO THE PUBLIC SANITARY SEWER COLLECTION SYSTEM.

EXISTING WALL/FENCE

THE UNDERSIGNED OWNER OF OAKVALE SUBDIVISION, AS SHOWN ON THE FOREGOING PLAT, DOES BY THIS INSTRUMENT CONVEY TO THE CITY OF STARKVILLE, MISSISSIPPI, ALONG WITH THE RIGHT OF INGRESS AND EGRESS, ALL UTILITY EASEMENTS TO BE USED BY THE CITY OF STARKVILLE, MISSISSIPPI FOR PROVIDING PUBLIC SERVICES.

IT IS FURTHER UNDERSTOOD THAT THE ELEVATION OF ANY STRUCTURE CONSTRUCTED ON A LOT SHALL BE SUCH THAT THE MINIMUM SLOPE, PER THE PREVAILING CODE REQUIREMENTS FOR HORIZONTAL SEWER DRAINS, IS MAINTAINED BETWEEN THE STRUCTURE AND THE POINT OF CONNECTION TO THE PUBLIC SANITARY SEWER COLLECTION SYSTEM.





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 20, 2021
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of FP 21-03 a request for Final Plat approval for subdividing and reconfiguring of three parcels in the Greenbriar Subdivision located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district with the parcel numbers 106C-00-035.03, 106C-00-091.00, and 106C-00-092.00.

SUMMARY:

The applicant Harry Bell III of B S Development, LLC is requesting Final Plat approval for the “Greenbriar Phase 11-B” subdivision. The purpose of the subdivision request is to add additional area to the rear of 100 and 102 Foley Drive. The remaining area will remain undeveloped. The proposed subdivision is located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district. The Development Review Committee reviewed the minor subdivision final plat on April 1, 2021. Comments were issued and the plat was updated in accordance with the comments.

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 FP 21-03 a request for Final Plat approval for “Greenbriar Phase 11-B” subdivision.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
MAYOR AND BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Discussion and Consideration of FP 21-03 a request for Final Plat approval for the subdividing and reconfiguring of three parcels in the Greenbriar Subdivision located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district with the parcel numbers 106C-00-035.03, 106C-00-091.00, and 106C-00-092.00
Date: April 20, 2021

The purpose of this report is to provide information regarding a Final Plat request by Harry Bell III of B S Development, LLC for the "Greenbriar Phase 11-B" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on April 1, 2021. Comments were issued and the plat was updated in accordance with the comments.
- The purpose of the subdivision request is to add additional area to the rear of 100 and 102 Foley Drive. The remaining area will remain undeveloped.

GENERAL INFORMATION

- The proposed subdivision is located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district
- The gross acreage is +/- 14.85 with a total of 3 lots.
- All easements and dedications are provided on the final plat.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is a part of a previously platted subdivision. All effected parties are listed as owners on the plat and will sign the plat thus providing written proof from each party agreeing to the alteration.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filled with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.

- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Residential Use in a SD-2 zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-2
A1 Lot size per unit in sq. ft (min.)	17500
A2 Lot width (min.)	100'
A3 Lot width at corner (min.)	100'
B. Primary Building Setbacks	SD-2
B1 Front setback	30' or infill standards
B2 Side setback (min.)	10' or infill standards
B3 Side setback corner lot (min.)	30'
B4 Rear setback (min.)	25'
B5 Rear setback adjacent to street or alley (min.)	30'
C. Accessory Dwelling Unit/Structure Setbacks	SD-2
C1 Front setback	Behind rear wall of primary building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	30'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	SD-2
D1 From primary street	See infill standards
E. Height	SD-2
E1 Principle building(s) (max)	35', 2.5 story
E. Height (cont.)	SD-2
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	SD-2
F1 Street-facing primary entrance along street	yes

ANALYSIS

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

CONDITIONS OF APPROVAL

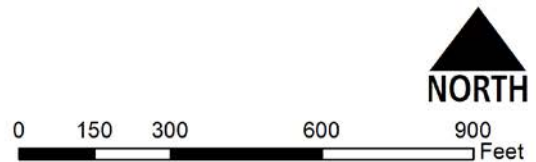
Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 21-03 Aerial

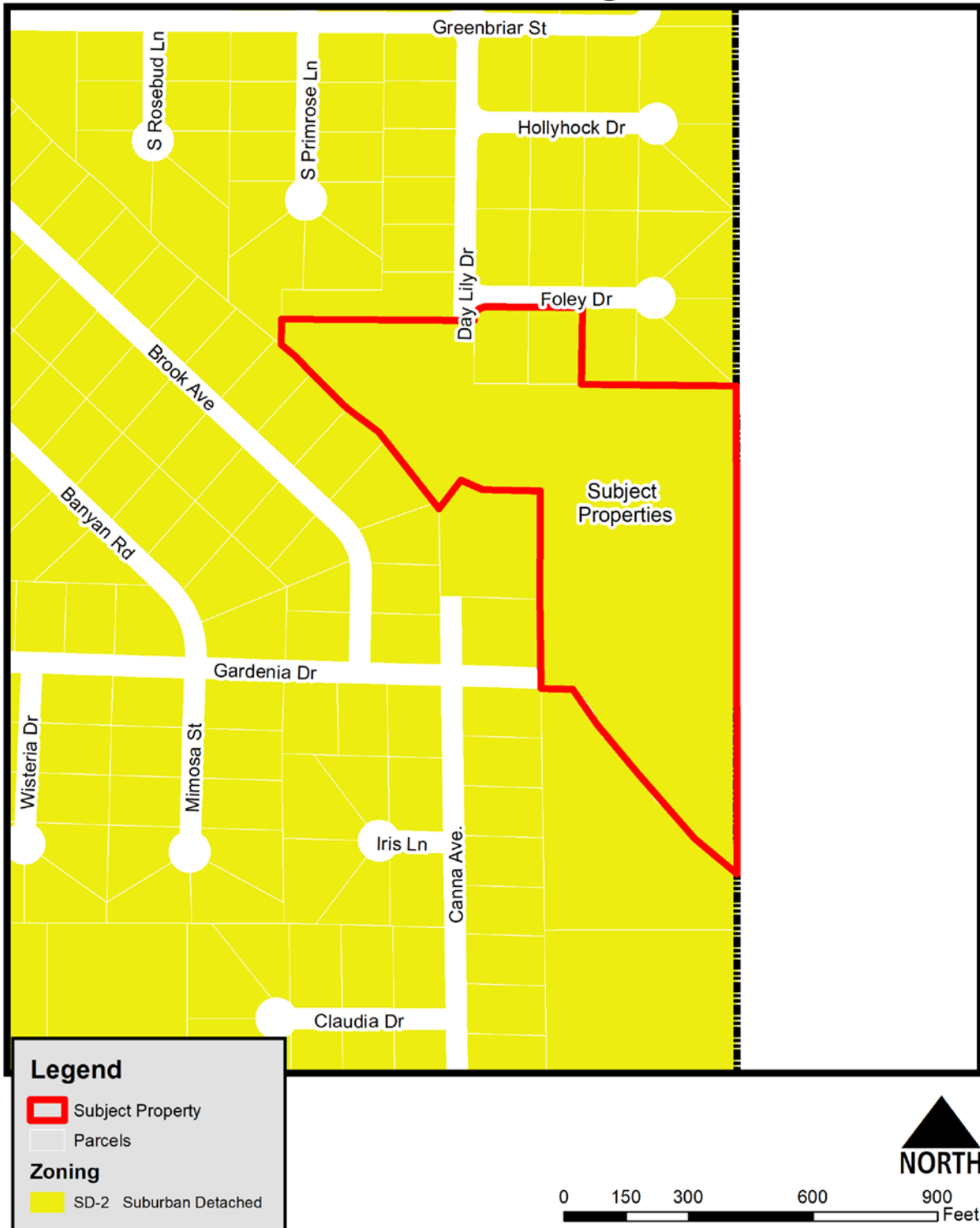


Legend

-  Subject Property
-  Parcels



Attachment 2
FP 21-03 Zoning



CERTIFICATE OF OWNERSHIP

We, the undersigned, owners or holder of the real estate shown and described herein do hereby certify that the plat is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi, and that the same is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi.

CERTIFICATE OF FINAL APPROVAL

I, the undersigned, Mayor of the City of Starkville, Mississippi, do hereby certify that the plat is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi, and that the same is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi.

CERTIFICATE OF RECORDING

I, the undersigned, Clerk of the Circuit Court of the State of Mississippi, do hereby certify that the plat is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi, and that the same is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi.

CERTIFICATE OF ACCURACY

I, the undersigned, Surveyor, do hereby certify that the plat is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi, and that the same is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of the State of Mississippi.

SEWER EXISTENCE

Line #	Length	Direction
L1	180.36'	N45° 04' 48" W
L2	105.64'	N67° 21' 04" W
L3	319.83'	N37° 11' 12" W
L4	61.75'	N75° 51' 42" W
L5	208.79'	N69° 54' 39" W
L6	275.16'	S0° 05' 40" W
L7	208.53'	N63° 31' 02" E
L8	207.83'	N89° 42' 20" E
L9	72.40'	N55° 06' 39" E
L10	197.95'	S89° 35' 44" E
L11	378.29'	N07° 09' 40" E
L12	385.79'	N07° 09' 40" E
L13	153.43'	N07° 04' 41" E
L14	181.81'	N49° 34' 39" W
L15	71.53'	S47° 38' 26" W
L16	192.70'	S37° 23' 42" E
L17	54.49'	S37° 23' 42" E
L18	197.62'	S1° 08' 17" W

STORM DRAIN EXISTENCE

Line #	Length	Direction
L19	89.20'	N50° 31' 43" E
L20	12.99'	N57° 11' 55" W
L21	35.56'	N57° 08' 21" E
L22	30.89'	S68° 37' 02" E
L23	310.62'	N88° 54' 05" E
L24	54.49'	N81° 22' 19" E
L25	372.35'	N0° 15' 13" E

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L12	385.79'	N07° 09' 40" E

Greenbriar Phase 11-B
Located in Sec. 14, Township 18 North, Range 14 East, Starkville,
Oktibbeha County, Mississippi

		POLYMER:			
1	5-23-79	60	remove old		
2	4-01-80	60	add note for right of way		
3	4-16-80	60	add notes for utilities		
		SOURCE BY:			
		DATE:	BY:		
		DATE:	BY:		

Proposed Greenbriar Phase

Overall Property Description

Connecting a set of n points, called the *South Mississippi*, said point being the 54th second East, 38 degrees 58 minutes 54 seconds East, 10 degrees North, 1 degree 01 minute 06 second East, along a curve to the right with a chord bearing of North 88 degrees 28 minutes 42 seconds East, hence South 88 degrees 12 minutes 42 seconds West, a distance of 185.00 feet to set a "found" *rebar*. West a distance of 1187.31 feet to a "set" *rebar*. West a distance of 1773.33 feet to a "set" *rebar*. West a distance of 1403.33 feet to a "set" *rebar*. 59 seconds West a distance of 73.13 feet to a "set" *rebar*. 01 second West a distance of 73.13 feet to a "set" *rebar*. 44 minutes 45 seconds West a distance of 43.33 feet to a "set" *rebar*. 12 seconds West a distance of 36.33 feet to a "set" *rebar*. 00 degrees 20 minutes 04 seconds East a distance of 36.33 feet to a "set" *rebar*. 08 degrees 58 minutes 54 seconds East a distance of 36.33 feet to a "set" *rebar*. 10 degrees North 1 degree 01 minute 06 second East, along a curve to the right with an chord bearing of North 88 degrees 28 minutes 42 seconds East, hence South 88 degrees 12 minutes 42 seconds West, a distance of 559.76 feet to a "set" *rebar*. Hence North 1 degree 01 minute 06 second East, along a curve to the right with a chord bearing of North 88 degrees 28 minutes 42 seconds East, hence South 88 degrees 12 minutes 42 seconds West, a distance of 214.14 feet to the Point of Begin in Section 14, Township 18 North, Range 14 East, 14th Principal Meridian.

Notes Pertaining Specifically to Utilities:

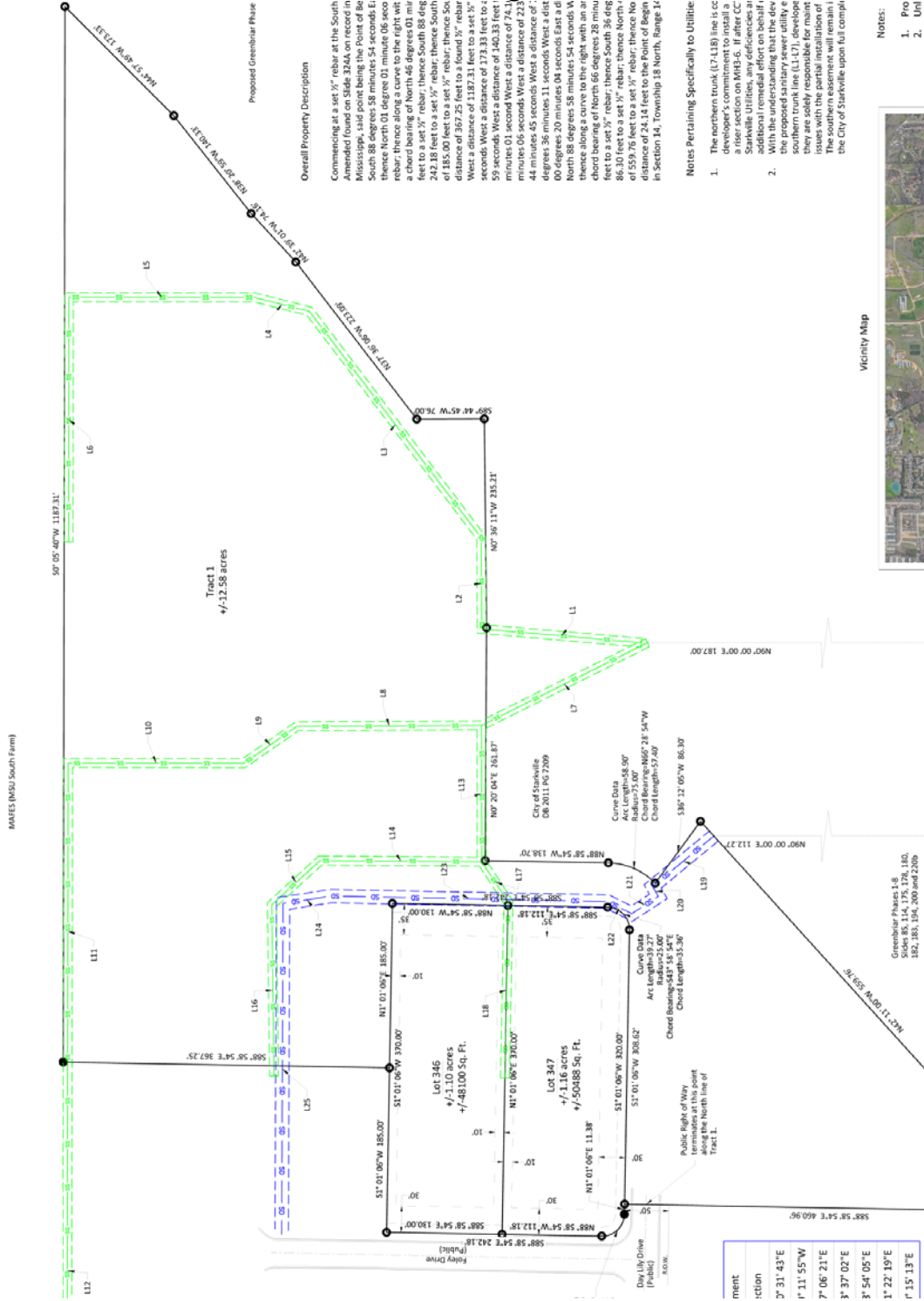
1. The northern trunk (L7-118) line is the developer's commitment to install a riser section on MH3-6. If after City of Starkville Utilities, any deficiencies are identified, the developer will be responsible for additional remedial effort on behalf of the City of Starkville.
2. With the understanding that the developer proposed sanitary sewer utility easement for the southern trunk line (L1-17), developed by the City of Starkville, the City of Starkville and the developer are solely responsible for maintenance and repair issues with the partial installation of the southern easement will remain in place until the City of Starkville upon full completion of the project.

Notes:

- | | Pro | Unl | ... |
|----|-----|-----|-----|
| 1. | | | |
| 2. | | | |



Vicinity Map





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.20.2021
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for testing services for the Old West Point Road Bridge Project from Springer Engineering and authorizing the Mayor to execute a testing proposal.

AMOUNT & SOURCE OF FUNDING

ERBR Funding. 100% grant.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

This project is being funded 100% by the emergency road and bridge fund.

This proposal is to provide testing services for materials being installed as part of the Bridge project. This is needed to insure the roadway and other construction materials are installed according to the plans and specifications.

We received two quotes for this project. They are attached and as follows:

Burns Cooley Dennis: \$22,000.00

Springer Engineering: \$7,290.00

SUGGESTED MOTION: Move for approval of the low quote for testing services for the Old West Point Road Bridge Project from Springer Engineering and authorizing the Mayor to execute a testing proposal.

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office

551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address

Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory

278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

City of Starkville
110 West Main Street
Starkville, Mississippi 39759

February 12, 2021

Attention: Edward Kemp, P.E.

BCD Proposal No. 2100001C-020

Re: Old West Point Road Bridge Replacement
MDOT: ERBR-53-420(01)
Starkville, MS

Gentlemen:

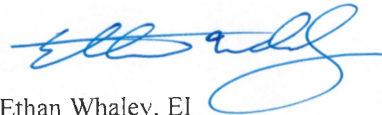
The following scope of work and cost estimate is based on information provided to us regarding the plans and material quantities and our experience with similar projects. At the time of this proposal, it is our understanding that our scope will include construction materials field and laboratory testing and inspection services. Our services will include the following:

- Earthwork testing and observation;
- Asphalt pavement testing;
- Concrete sidewalk and curb and gutter testing;
- Bridge concrete testing; and
- Steel pile installation inspection.

Our testing and monitoring services will be part-time and will be influenced by the contractor's schedule and progress. Based on the above-mentioned scope, our cost estimate for the project is **\$22,000.00**. We appreciate the opportunity to submit a proposal for this project and look forward to having the opportunity to working with you in the future.

Very Truly Yours,

BURNS COOLEY DENNIS, INC.



Ethan Whaley, EI



Christopher L. Camp, P.E.



BCD MEETS THE CRITERIA FOR:

ASTM E 329
ASTM C 1077
ASTM D 3666
ASTM D 3740



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

DATE: April 13, 2021

TO: City of Starkville
ATTN: Edward Kemp, PE
110 West Main Street
Starkville, Mississippi 39759

PROJECT: Old West Point Road Bridge Replacement
Starkville, Mississippi

QUOTE: QUALITY ASSURNACE/QUALITY CONTROL TESTING

Earthwork – Proctors, Field Densities

Laboratory Testing and Reporting \$ 3,590.00

Concrete and Asphalt Inspection – Mix Designs,
Field Inspection, Sampling, Testing and

Reporting \$ 3,700.00

TOTAL \$ 7,290.00

SUBMITTED BY:

A handwritten signature in blue ink, appearing to read 'Holland Cox', is written over a horizontal line.

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

NOTE 1. Retests paid by contractor separately.



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 04.20.2021
PAGE: 1

SUBJECT: Consideration of approval of the City of Starkville Standards of Design and Specifications Policy.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

Attached you will find a copy of the City of Starkville Standards of Design and Specifications Policy. This policy is the technical design guide that accompanies the Unified Development Code and is intended to provide supplemental information, engineering design charts and tables, guidelines and standard details for public and private developments within the City of Starkville. It is hoped that this document will provide clarity and guidance on many of the most frequent questions we receive from developers and their design professionals. This document can be summarized into three primary goals which will be summarized below.

Provide criteria for design consistency

One of the primary goals is to outline the appropriate calculation methods, coefficients and design tables needed on aspects of a development that will impact the general public. This is necessary to provide consistency for all developments instead of the designer choosing the methods or variables. The methods and coefficients included are industry recognized standards; however, we sometimes encounter variations from these which can overdesign or under design depending on the situation.

Standardization of construction

There are many common construction means and methods which are included in this document that are too specific to include in the UDC but are important to insure that the City is constructing and receiving high quality public infrastructure. When this document does not specifically address a specific issue or scenario, it refers to the Mississippi Department of Transportation Office of State Aid Road Construction Specifications. Additionally, the City is starting to build a library of standard details which will be publicly available for use and are included as an appendix to this policy document. This will provide designers specific construction drawings of critical design components and will assist the City's inspectors in their field observations and adherence to the UDC.

Provide supplemental information to the UDC

This document expounds on requirements set forth in the UDC where specific, technical details may not be appropriate. One example is related to Traffic Impact Studies (TIS). Typically, a TIS is required if a proposed development is proposed which is anticipated to generate a certain threshold of new traffic volume. The UDC simply indicates that a Traffic Impact Study is required under these parameters; however, it does not outline what is needed in that study. One chapter of this document is dedicated to traffic impact studies to ensure that all the appropriate impacts of the proposed traffic (signals, levels of service, capacity, pedestrians, etc.) are all being evaluated so the City can make an informed decision and have a realistic expectation of the impacts to the traveling public and infrastructure.

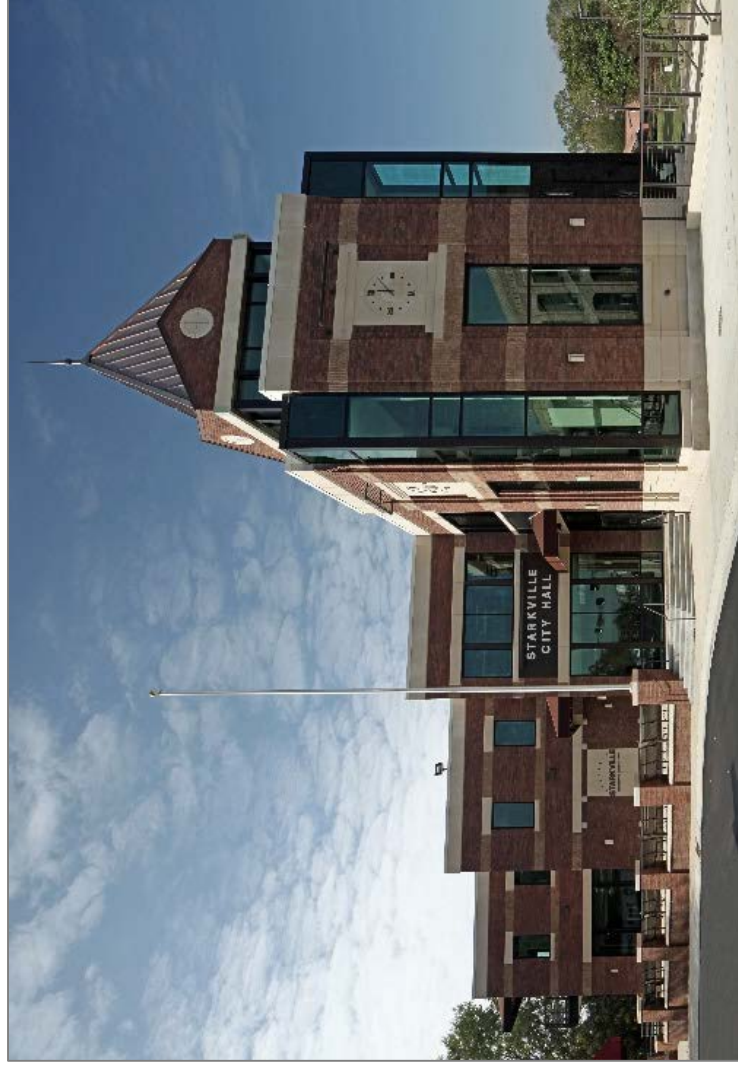
In conclusion, this manual has been developed to assist in the design and evaluation of infrastructure within the City of Starkville. It will bring clarity and consistency to City Staff, Design professionals and Development applicants with the overarching aim of providing a safe and reliable system of infrastructure for the public.

For more information or to discuss the policy further, please contact the City Engineer.

SUGGESTED MOTION: Move for approval of the City of Starkville Standards of Design and Specifications Policy.



THE CITY OF STARKVILLE
STANDARDS OF DESIGN & SPECIFICATIONS



Approved by the City of Starkville Board of Alderman & Mayor on:

Revision No.:

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CHAPTER 1. APPLICABILITY

This applies to all developments requiring a site plan approval, subdivision or for all new infrastructure installed which may be for public or private use. It shall also apply to any development located outside the City limits which seeks water and/or sewer service(s) to be provided by the City.

CHAPTER 2. EARTHWORK, FILLING & GRADING

- A. The ground immediately adjacent to a foundation shall be sloped away from the building at a slope not less than 5 percent for a minimum distance of 10 feet measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet of horizontal distance, a 5 percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet of the building foundation. Impervious surfaces within 10 feet of the building foundation shall be sloped not less than 2 percent away from the building.
- B. In order to provide better long-term maintenance and to reduce adjacent property erosion, the maximum slopes allowed in all areas unless approval in writing from the City Engineer shall be no steeper than 3:1 (horizontal:vertical) except in stormwater management ponds located as described in Section 16.9 of the Unified Development Code. The minimum slopes shall be no less than 2% for natural, vegetated areas.
- C. Street grading will be accomplished as outlined in Chapter 5.
- D. Open channels for stormwater drainage conveyance will be accomplished as outlined in Chapter 4.
- E. All retaining walls shall meet the requirements of the Unified Development Code. All retaining walls greater than 4 feet shall be signed and stamped by a licensed Professional Engineer.

F. Guardrails shall be required along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches measured vertically from the floor or grade below at any point within 36 inches horizontally to the edge of the open side. All guardrails shall meet the strength, attachment, and dimensional requirements of the International Building Code (current edition). Any retaining with a vertical drop greater than 6 feet shall have a guardrail along the top of the wall unless approved otherwise by the City Engineer.

G. A minimum of a 3' grading setback is required to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. This may be increased by the City Engineer or by the recommendation of the civil engineer of record or geotechnical engineer, if necessary for safety and stability. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. This may be decreased by the City Engineer or City Planner based on the allowable setbacks or other code restraints.

CHAPTER 3. EROSION & SEDIMENT CONTROL

- A. Installation of the above improvements shall be done in such a manner as to provide for the most effective control of erosion and sediment. All erosion control measures shall be in accordance with the Local, State and Federal requirements.
- B. Permanent final vegetation and structures shall be installed as soon as practical in the development. Final approval of any project shall not be considered until vegetation is established on all disturbed areas and all permanent measures have been installed. Established vegetation shall be defined as acceptable when a satisfactory stand and growth of in-season plantings have sufficiently covered the area seeded to provide ample erosion protection.
- C. City Engineer may require applicant to complete a SWPPP and a MDEQ Small construction permit if there is belief that the total site disturbance may exceed one acre.
- D. City Engineer may require applicant to complete a SWPPP and a MDEQ large construction notice of intent if there is belief that the total site disturbance may exceed five acres.
- E. Refer to the *MDEQ Field Manual* and *MDEQ Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas* for device design, installation and maintenance requirements. In the case where these documents are in conflict with City requirements, the more stringent of the two shall govern.
- F. City standard details for erosion control are shown in APPENDIX A: Standard Details & Drawings section of this manual.
- G. Additional design and material requirements shall be in accordance with the *Mississippi Standard Specifications for State Aid Road and Bridge Construction* (latest edition).

CHAPTER 4. STORM SEWERS, CULVERTS & CHANNELS

A. Classification of Drainage System & Design Requirements

The following design standards should be followed unless the designer requests and receives approval in writing for alternative designs from the City Engineer:

1. All street and local drainage systems should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in the locality only once in 25 years. Local drainage systems are defined as systems which serve only the subject project and may have no or minimal additional off-site drainage which is conveyed through the site.
2. Culverts or drainage structures serving more than 20 acres of drainage area should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in the locality only once in 50 years.
3. Culverts or bridges serving major watershed areas or creeks as determined by the City Engineer should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in

the locality only once in 100 years.

4. Upstream tributary flows to a development can overwhelm and cause failure to detention systems that have been designed for the developed site only. If upstream areas greater than 20 acres exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the 100-year event, based on the upstream existing conditions, will be required unless approved otherwise by the City Engineer. If upstream areas less than or equal to 20 acres exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the 50-year event, based on the upstream existing conditions, will be required unless approved otherwise by the City Engineer.

B. Calculation of Peak Flows for Drainage Pipes, Culverts & Channels

For drainage areas less than 200 acres, the Rational Method and Manning's Equation shall be used for sizing the stormwater drainage structure or water course. A representative runoff coefficient using values from the table below (under the Rational Method) shall be used. The SCS Curve Number method may be used for conveyance design upon request from the applicant, as well; however, the following methodology applies only to the Rational method.

1. Time of Concentration: values shall be calculated in accordance with the NRCS TR-55 method and shall incorporate representative flow types (i.e. sheet flow, shallow-concentrated flow, and channel/conduit flow). Sheet flow lengths shall be at a maximum of 100 linear feet.
- a. Sheet Flow: sheet flow shall be calculated using the following equation and values:

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}S^{0.4}}$$

Where:
T_t = travel time (hr)
n = Manning's roughness coefficient (see chart below)
L = flow length (ft)
P₂ = 2-year, 24-hour rainfall (in)
S = slope of hydraulic grade line (land slope, ft/ft)

Surface Description	n ¹
smooth surfaces (concrete, asphalt, gravel or bare soil)	0.011
fallow (no residue)	0.05
cultivate soils:	
residue cover ≤ 20%	0.06
residue cover > 20%	0.17
grass:	
short grass prairie	0.15
dense grasses ²	0.24
bermuda grass	0.41
range (natural)	0.13
woods ³ :	
light underbrush	0.4
dense underbrush	0.8

¹ The n values are a composite of information compiled by Engman (1986).
² Includes species such as weeping love grass, bluegrass, buffalo grass, blue grama grass and native grass mixtures.
³ When selecting n, consider cover to a height of about 0.1 ft. This is the only part of the plant cover that will obstruct sheet flow.
* Adopted from Technical Release 55, NRCS.

- b. Shallow Concentrated Flow: shallow concentrated flow shall be calculated using the following equation and values:

$$V = 16.1345\sqrt{s} \quad \text{(for unpaved channels)}$$
$$V = 20.3282\sqrt{s} \quad \text{(for paved channels)}$$

Where:
V = velocity (ft/s)
s = slope of hydraulic grade line (land slope, ft/ft)

*Note: a coefficient more representative of the in-field, on-site conditions may be used for shallow-concentrated flow upon the approval by the City Engineer.

After determining the average velocity, use the following equation to estimate travel time for the shallow concentrated flow segment:

$$T_t = \frac{L}{3600V}$$

Where:
T_t = travel time (hr)
L = flow path length (ft)
V = average velocity (ft/s)
3600 = conversion factor from seconds to hours

- c. Conduit/Channel Flow: non-pressurized conduit and channel flow shall be calculated using the following equations and values:

$$V = \frac{1.486(r^{2/3})(\sqrt{s})}{n}$$

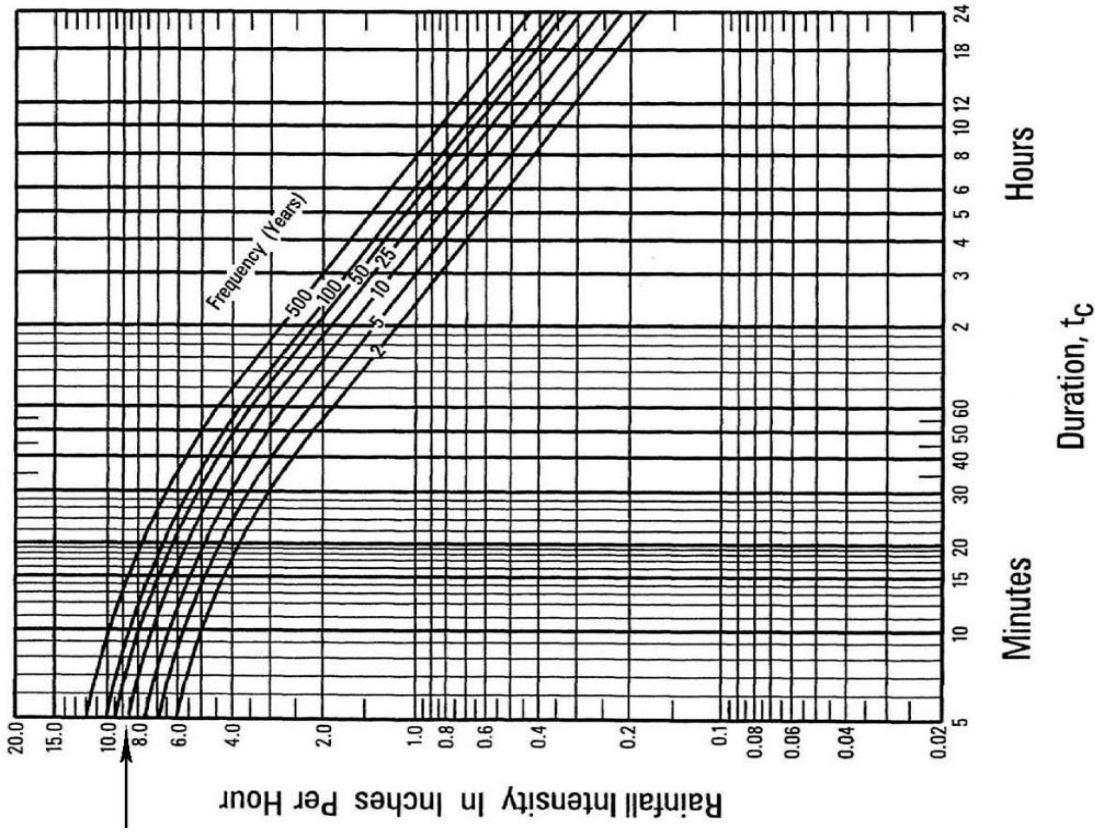
Where:
 V = average velocity (ft/s)
 r = hydraulic radius (ft) and is equal to a/p_w
 a = cross-sectional flow area (ft²)
 p_w = wetted perimeter (ft)
 s = slope of the hydraulic grade line (channel slope, ft/ft)
 n = Manning's roughness coefficient for open channel flow

After determining the average velocity, use the following equation to estimate travel time for the conduit/channel flow segment:

$$T_t = \frac{L}{3600V}$$

Where:
 T_t = travel time (hr)
 L = flow path length (ft)
 V = average velocity (ft/s)
 3600 = conversion factor from seconds to hours

2. Rainfall Intensity: rainfall intensity "i" in inches per hour shall be estimated, where appropriate, from the Starkville, MS Intensity – Duration – Frequency chart, shown below, by using the appropriate time of concentration formula(s) to estimate the duration in minutes. The minimum duration is 5 minutes. The following IDF curve has been adopted from the Mississippi Department of Transportation Roadway Design Manual, 2001/ED. Figure 7-4C.



3. Rational Formula: the following formulas and values shall be used to calculate peak flow rates for conveyance design:

$$Q = CiA \text{ (cfs)}$$

Where:
 Q = discharge/flow rate as computed by the Rational Method, cfs
 C = runoff coefficient (weighted coefficient required), "C" values found in the following table.
 i = rainfall intensity, inches per hour
 A = area of contributing basin, acres

General Runoff Coefficient Values

Land Use ¹	Coefficient
Lawns:	
Sandy Soil flat ≤ 2%	0.10
Sandy Soil average 2% ≤ 7%	0.15
Sandy Soil steep 7% ≤	0.20
Clayey Soil flat ≤ 2%	0.17
Clayey Soil average 2% ≤ 7%	0.22
Clayey Soil steep 7% ≤	0.35
Graded or no plant cover:	
Sandy Soil flat ≤ 5%	0.30
Sandy Soil average 5% ≤ 10%	0.40
Clayey Soil flat ≤ 5%	0.50
Clayey Soil average 5% ≤ 10%	0.60
Gravel Areas ²	0.50
Unimproved Forest	0.15
Streets (all types)	0.95
Roofs, Drives, Walks, etc.	0.95

¹ Any surfaces not listed but that shall be used for design shall use standard accepted engineering values and shall be justified and may require further investigation at the request of the City Engineer.

² Compaction and age of gravel surfaces shall be accounted for. The City Engineer reserves the right to require an increase in the runoff coefficients based on the surface's current condition.

4. **Weighted Runoff Coefficient:** a weighted runoff coefficient shall be used for any areas that are made up of more than one type of land cover.
5. **Manning's Equation:** Manning's equation shall be used for sizing conveyance systems including but not limited to closed conduit and open channel:

$$Q = VA = \frac{1.486}{n} AR^{\frac{2}{3}} \sqrt{S}$$

Where:

Q = flow rate/discharge (cfs)

V = velocity (ft/s)

A = flow area (sf)

n = Manning's roughness coefficient

R = hydraulic radius (ft)

S = Channel Slope (ft/ft)

6. **Drainage Areas Greater than 200 Acres:** for drainage areas greater than 200 acres, a generally accepted runoff model (such as HEC-1 or TR-20) or U.S.G.S regression equations for the State of Mississippi shall be used for sizing stormwater structures and water courses if they provide more conservative values than those listed above. The City Engineer reserves the right to require verification of hydrologic

computations by use of a second computational method.

C. Sizing Drainage Conveyance Systems:

1. Public Storm sewers and culverts shall not be less than 15 inches in diameter. For privately maintained piping systems, a smaller pipe diameter may be approved by the City Engineer if design calculations indicate it is capable of conveying the design storm.
2. Storm sewer piping shall be designed for a minimum velocity of 2.5 feet per second and a maximum velocity of 15 feet per second using Manning's formula.
3. Final plans shall show drainage areas and capacities to all structures.
4. All conveyance systems shall be designed to account for specific loss types to the structure.
5. If properties proposed for development or redevelopment contain existing through-conveyance or drainage systems, these systems shall be evaluated based on current design criteria. If the existing systems do not comply with the current drainage criteria, the existing systems shall be replaced or improved to meet the minimum criteria.
6. "Pumping" will be allowed for any stormwater system on public or private property.

D. Storm Drainage Pipe Materials

The following type of pipe culverts are approved for use on all drainage projects within the City of Starkville unless specifically approved otherwise by the City Engineer. All stormwater drainage system components shall be installed according to the manufacturer's recommendations or City specifications, whichever is more stringent. Specific requirements, considerations and guidelines may apply.

1. Longitudinal side drains located within City right-of-way and greater than 2 feet offset from the back of curb (as measured from the closest edge of the pipe to the back of curb) and City maintained lateral drains (i.e. no traffic loads):
 - a. Reinforced concrete pipe (RCP) and reinforced concrete arch pipe (RCAP);
 - b. Corrugated smooth interior polypropylene (PP) pipe, ADS HP storm or approved equivalent.
2. Cross-drains under roadways & longitudinal side drains less than 2 feet offset from the back of curb (as measured from the closest edge of the pipe to the back of curb) (i.e. structures under traffic loads):
 - a. Reinforced concrete pipe (RCP) and reinforced concrete arch pipe (RCAP).
3. Privately maintained laterals outside City right-of-way and area drainage (i.e. no traffic loads):
 - a. Reinforced concrete pipe (RCP) and reinforced concrete arch pipe (RCAP);
 - b. Corrugated smooth interior polypropylene pipe (PP), ADS HP storm pipe or approved equivalent;
 - c. Corrugated high density polyethylene (HDPE), ADS N-12 or approved equivalent;
 - d. Corrugated polyvinyl chloride (PVC), Contech A-2000 or approved equivalent;
4. Pipes not to be conveyed to the City for future ownership and maintenance: if pipes do not drain publicly owned roadways or City property, they will be classified as

private. City Engineer to make determination of public versus privately owned pipes during initial plan reviews and development review. Private pipes to be clearly depicted on infrastructure plans, final plat and/or other development plans. In no circumstances shall any underground storage systems, outlet control structures, pipes originating from the stormwater management facilities to the nearest receiving conduit or stream, or any other items related to stormwater detention or retention facilities serving a private development, be dedicated to the City.

5. General pipe requirements:

- a. O-ring gaskets (on spigot end) shall be installed on all plastic pipes and shall conform to the requirements of ASTM F477.
- b. All lifting holes for concrete pipes are to be sealed with rubber plugs.
- c. All materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).
- d. Storm sewer backfill classification (i.e. Class III, IV, V per ASTM D-2321) shall be based on the depth of pipe and backfill material per the manufacturer's recommendation.
- e. See standard installation details and/or manufacturer's recommendations for backfill types, depths and compaction requirements.
- f. See standard installation details and/or manufacturer's recommendations for minimum trench widths.
- g. Minimum cover for pipe culverts is 12" below the base of the roadway or the pipe manufacturer's recommendation, whichever is more stringent.
- h. Minimum slope for pipes is 0.5% or that slope which will achieve a minimum velocity of 2.5 feet per second with no pipe slope being less than 0.2%.
- i. Pipe alignment at street crossings to be perpendicular to roadway centerline as much as possible.

E. Inlets, Junction Boxes and Catch Basins

1. General Requirements:

- a. Stormwater drainage systems shall include headwalls, flared-end sections, inlets, junction boxes, velocity protection and other appurtenances generally recognized as necessary for the proper function of the overall system.
- b. Inlets shall be provided at sags, up-grade of intersections and where future roadway connections or commercial driveways may occur as determined by the City Engineer.
- c. Drainage will not be allowed to cross the centerline of any street as it flows over the pavement surface. Inlets shall be provided so that surface water shall not be carried across or around any intersection nor for a distance of more than 300 feet in the gutter. The use of valley gutters crossing a roadway or intersection to reduce the number of inlets required is not permissible.
- d. Drainage inlets shall not be placed in the curb radius at intersections to prevent damage from heavy trucks and vehicles. Inlets should be placed no closer than the end of the intersection radii or beginning of the tangent. In situations where a single corner of the intersection may be collecting water from two directions, an inlet shall be placed on each tangent to prevent the water from traversing

around the radius of the curb.

- e. All junction boxes and inlets greater than 60 inches deep shall have epoxy coated steps as approved by the City Engineer.
- f. Junction boxes shall be placed at all changes in pipe size, alignment and grade except where storm inlets or catch basins may occur and be used as a junction box. Minimum junction box size shall be 36 inches by 36 inches as measured from the outside edges or 24 inches by 24 inches as measured from the inside edges.
- g. A drainage structure is required where public and private drainage systems connect to delineate the separation of publicly and privately maintained infrastructure.
- h. All structures shall allow for access to the storm drainage system with a grate or a manhole ring and cover capable of being removed. No "blind boxes" shall be permitted. The cover shall provide sufficient opening for cleaning, maintaining and inspection. The top of the structure shall be flush with the final grade elevation.
- i. All storm sewers shall be cut flush with the interior walls of the junction or inlet box, to the greatest extent possible.
- j. All junction and inlet boxes shall be grouted to the Flowline of any pipe to ensure that water does not stand or remain in the box between rain events. All pipes, inlets, wing walls and any other drainage structures shall be grouted flush with the inner wall face, using non-shrink grout, to provide a water-tight seal.
- k. Any storm sewer that is to be tied into an existing storm sewer line will require an inlet or junction box at the tie-in point.
- l. All curb inlet tops in higher density and urban zones shall be metal casting conforming with ASTM A-48 with a minimum opening of 48 inches in width. All curb inlet tops in other areas shall be metal castings or precast SS-2 concrete tops meeting the requirements of the standard drawing SS-2 inlets by the Mississippi Department of Transportation. In no case should the curb inlet opening be less than 4 inches or greater than 6 inches unless approved by the City Engineer.
- m. Gutter flow lines must drain into a curb inlet or catch basin. The use of flumes through the back of curbs will not be allowed unless approved by the City Engineer.
- n. The hydraulic capacity of curb inlets shall be determined by generally accepted engineering procedures taking into consideration factors including but not limited to roughness, street cross-slope, gutter slope, inlet geometry and characteristics of gutter flow. Unless the City Engineer approves otherwise, the following inlet capacity should be provided:
 - i. Sag inlets¹: max Q is 0.75 cfs per linear foot of opening;
 - ii. On-grade inlets²: max Q is 0.3 cfs per linear foot of opening for longitudinal street grades greater than 3%.
 - ¹ For SS-2 type inlets with a maximum of 6 inches of opening and a 1-inch local depression.
 - ² This will operate at a 50% capture efficiency. The remaining 50% will have to be accommodated in downstream inlet(s).

- o. The City Engineer reserves the right to required gutter spread calculations should there be concern for inlet capacity or roadway slope(s).
- p. In sag areas where relief by curb overflow is not provided, the system standard design level (25- or 50-year storm events) is to be used for analysis to ensure traffic flow is not interrupted.
- q. In a sag condition where relief by overflow for a typical roadway cross-section is not provided, inlet capacity and the stormwater conveyance system must be design for:
 - i. One dry eight-foot travel lane in the 25-year event on two- or three-lane streets.
 - ii. Two dry eight-foot travel lanes (one in each direction) in the 50-year event on four-lane or more streets.
- r. Curb inlets shall be spaced to limit the spread of water to not more than one half of the driving lane during a design storm event of a 10-year recurrence interval with a five-minute time of concentration and shall be spaced no further than 300 feet apart.
- s. No concentrated flow shall be discharged across walkways. Provisions are to be made through piping and other means to carry the flow under the walkway.
- t. Where driveway culverts are required, the contributing drainage area shall be calculated and each culvert shall be sized to accommodate the 25-year storm event or as required by the City Engineer.
- u. Conduits from drainage structures shall be designed and installed to extend to the property line, nearest receiving stream or location as determined by the City Engineer. Flows or velocities higher than pre-development should not be discharged onto an adjacent property owner. In rare cases in which this may not be feasible or achievable, it may be required to improve the conveyance system on an adjacent property in order to minimize impacts caused from additional stormwater quantity, type or velocity.
- v. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).
- w. See standard installation details and/or manufacturer's recommendations for backfill types, depths and compaction requirements.
- x. The following are maximum pipe lengths permitted without some type of structure providing access:

Diameter	Max. Pipe Length
48 inches ≤	500 feet
48 inches >	400 feet

- y. The following materials shall be used for the design, construction and placement of inlets and catch basins where traffic loads are anticipated or planned to be publicly owned and maintained by the City of Starkville:
 - i. Reinforced concrete (Class B mix design, cast-in-place or precast).
- z. The following materials shall be used for the design, construction and placement of inlets and catch basins where no traffic loads are anticipated or

- planned to be privately¹ owned and maintained:
 - i. Reinforced concrete (Class B mix design, cast-in-place or precast);
 - ii. Nyloplast² PVC inlets and catch basins, or approved equivalent.
- ¹ Drainage structures not to be conveyed to the City for future ownership and maintenance. If drainage structures do not drain publicly owned roadways or City property, they will be classified as private. City Engineer to make determination of public versus privately owned structures during initial plan reviews and development review. Private structures to be clearly depicted on infrastructure plans, final plat, and/or other development plans.
- ² Nyloplast PVC inlets and catch basins shall not be used where traffic loads will be encountered unless they are specifically traffic rated as indicated by the manufacturer.
- aa. All stormwater conveyance systems shall be designed so that no building or insurable structure, either proposed or existing, floods or has water impounded against it during the 100-year storm event. To prevent structural flooding or impoundment, overland relief is required. The 100-year storm ponding elevations, areas of extent and overland relief zones shall be shown and labeled on the preliminary or permitting submittal, whichever occurs first.

F. Open Channels for Storm Drainage Conveyance

1. General Requirements:
 - a. Existing ditches and creeks considered to be "blue line" streams per USGS are encouraged to be left in a natural or unimproved condition during development. In this scenario, design calculations should be provided to validate that the existing watercourse is capable of safely conveying the existing flow and any additional runoff generated from upstream development.
 - b. The location of any stormwater ditch, creek or watercourse shall not be changed without the approval of the City Engineer.
 - c. Flowline slopes for newly constructed ditches or swales shall be a minimum of 0.5%.
 - d. All swales and ditches with gradients causing velocities in excess of 5 feet per second shall be lined with solid sod, concrete or other approved materials.
 - e. Open channel flow is permitted for individual lot drainage management and conveyances; however, a private drainage easement shall be required when it drains one or more upstream properties.
 - f. For open channels, gradual changes in alignment, not to exceed a minimum radius of 4 times the top width of the channel, is recommended. Where no other options are available, sharper changes in alignment may be allowed under the following conditions:
 - i. 20 – 45 degree alignment changes will require bank stabilization and supporting calculations for stabilization;
 - ii. 45 – 65 degree alignment changes will require hard armor stabilization such as a retaining wall with supporting calculations for stabilization.
 - g. Side slopes for vegetated open channels in residential areas should be no steeper than 4 to 1 for stability, safety and ease of maintenance. Where the

- channel width must be limited, side slopes may be increased upon written approval from the City Engineer, but in no case should side slopes exceed 3 to 1.
- h. When a new street is being constructed with open ditches or swales to collect stormwater from the roadway such as a sensitive street type, the side slopes of the open swale adjacent to the roadway shall be no steeper than 4 to 1 and the depth not greater than 30 inches as measured from the edge of the shoulder unless written approval otherwise is granted by the City Engineer.
 - i. The slope and capacity of any roadside ditch shall be maintained in any areas in which driveways cross the ditch. Each site is required to provide an approved type of pipe, a minimum of 15 inches in diameter, calculated to meet the capacity and velocity requirements of the drainage study. The pipe shall be designed to have no less than 12 inches of cover over the pipe as measured from the road subgrade to the top of pipe unless approved by the City Engineer and recommended by the pipe manufacturer.
 - j. Maximum slopes for other common open channel stabilization techniques are listed below:

i. Limestone Rip Rap	1.5:1	
ii. Grid Pavers	1.5:1	
iii. Concrete Paving	1:1	Vertical
iv. Gabions		Vertical
v. Retaining Walls		Vertical
 - k. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).
 - l. See standard installation details and/or manufacturer's recommendations for stabilization installation.

G. Headwalls, Flared-End Sections and Velocity Protection

1. General Requirements:
 - a. Concrete headwalls or flared-end section aprons shall be provided at the upstream and discharge end of cross-drains and at any pipe termini as required by the City Engineer.
 - b. HDPE flared-end sections are not permitted. Reinforced-concrete pipe/headwalls shall be used for all end treatments. Transition of HDPE to RCP shall have a dissimilar materials adapter incorporating a geotextile coupler with mastic coating and stainless-steel straps, and a full concrete encasement around the connection.
 - c. All culvert outlets and flumes are required to have energy dissipating treatments to minimize erosion due to scouring and to maintain channel stability. Approved energy dissipating treatments include stilling basins, streambed level dissipaters, geogrid maps, and rip rap basins and aprons. All energy dissipating treatments shall be designed by design criteria outlined in the *U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 14, Third Edition* (or latest edition) *Hydraulic Design of Energy Dissipaters for Culverts and Channels*.
 - d. All limestone rip rap 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.
- e. An alternate treatment method or material such as turf reinforcement mats may be required by the City Engineer in areas where limestone rip rap may not be contextually appropriate.
 - f. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

H. Bridges and Box Culverts

1. General Requirements:
 - a. The width of street travel lanes and sidewalks across bridge structures shall be equal to the widths on the street approaching the structure. Sidewalk and lane widths shall not be reduced from approach dimensions when crossing a bridge structure. Grass strip width may be eliminated across the bridge or culvert.
 - b. All bridge rail or safety barriers shall be concrete or metal beam guardrail constructed in accordance with approved MDOT Standard Specifications as approved by the City Engineer. Bridge rails shall incorporate aesthetic features such as form liners or stone veneers where required by the City Engineer.
 - c. All approach end-treatments for bridge rails shall be required at each end and shall be in accordance with MDOT Standard Specifications as approved by the City Engineer.
 - d. All bridge and box culvert design, materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

CHAPTER 5. STORMWATER DESIGN MANUAL

A. Stormwater Report

Each applicant subject to the guidelines and requirements listed in the City of Starkville Stormwater Management Ordinance shall prepare and submit a Drainage Plan to the City Engineer for approval. The Drainage Plan should encompass and meet all the requirements listed in the City of Starkville Stormwater Management Ordinance. The following checklist shall be considered a minimum standard in addition to, not in place of, the City of Starkville Stormwater Management Ordinance. Furthermore, the City Engineer reserves the right to require additional information and supporting documentation if there is concern for downstream flooding or for the protection of any public or private property upstream or downstream.

The following information and data shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi.

1. Introduction, Narrative and Executive Summary: Include at the beginning of the report a brief narrative that includes and describes the following:

- a. The location of the property;
- b. Lot size and development area in acres;
- c. Existing land use, ground cover conditions, and points of discharge;
- d. Proposed land use, ground cover conditions, and points of discharge;
- e. The general concept for the design and management of the increased runoff peak flows and volumes;
- f. Tabular summary of the pre-development, post-development, and detained/routed flows;
- g. Tabular summary of the volumes stored for design events;
- h. Tabular summary for the water surface elevations for design events; and
- i. Any other pertinent information pursuant of the design.

2. Pre-Development Conditions

a. Exhibit/Schematic.

- i. An exhibit or schematic that visualizes and represents the following:

- a. Total land and development area;
- b. Each sub-basin within the overall area and its respective area;
- c. The time of concentration associated flow path for the entire basin with transition points between flow types;
- d. Delineation of land cover/use based on SCS curve number for each land cover/use that exists;
- e. One-foot interval topography;
- f. All existing stormwater structures and their related information as described in Section 8.b.vii. (*Topographic Survey & Grading Plan*) of this manual;

- g. Natural and man-made watercourses, waterways, and conveyance systems;
- h. Points of runoff discharge including location and direction of flow; and
- i. Any other pertinent information as required by the City Engineer.

ii. On the exhibit, provide in tabular format, the following information for the total basin and each sub-basin (if multiple):

- a. Drainage area;
- b. Weighted SCS curve number;
- c. Time of concentration;
- d. 24-hour precipitation values specific to design events; and
- e. Flow rates for design events.

b. Calculations.

Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.

- i. Time of Concentration. All calculations for the time of concentration shall be in accordance with NRCS TR-55 method. All roughness values, precipitation values, slopes, flow lengths, etc. should be in accordance with the City of Starkville Standards of Design & Specifications.

ii. SCS Runoff. All values used to calculate the parameters of the SCS Runoff method shall be provided including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.

- a. Points of Discharge. If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows.

iii. Hydrograph. An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events. Hydrographs shall be modeled using the minimum time step / interval, shall begin at 0.00 hours and shall extend to a point that runoff reaches a value of 0.00 cfs.

3. Post-Development Conditions

a. Exhibit/Schematic.

- i. An exhibit or schematic that visualizes and represents the following:

- a. Total land area;
- b. Each sub-basin within the overall area and its respective area;
- c. The time of concentration associated flow path with transition points between flow types;
- d. Delineation of land cover/use based on SCS curve number for each land cover/use that exists or that is proposed;
- e. One-foot interval grading plan;

- f. All proposed stormwater and detention structures and their related information as described in *Section 8.b.vii. (Topographic Survey & Grading Plan)* of this manual;
 - g. Natural or man-made watercourses, waterways or conveyance systems to remain or to be improved;
 - h. Points of discharge including location and direction of flow; and
 - i. Any other pertinent information as required by the City Engineer.
- ii. On the exhibit, provide in tabular format, the following information for each sub-basin (if multiple):
 - a. Drainage area;
 - b. Weighted SCS curve number;
 - c. Time of concentration;
 - d. 24-hour precipitation values specific to design events;
 - e. Flow rates for design events; and
 - f. Provide an additional table that compares the above information for the pre-development, post-development, and detained/routed conditions.
 - b. Calculations.

Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.

 - i. Time of Concentration. All calculations for the time of concentration shall be in accordance with NRCS TR-55 method. All roughness values, precipitation values, slopes, flow lengths, etc. should be in accordance with the City of Starkville Standards of Design & Specifications.
 - ii. SCS Runoff. All values used to calculate the parameters of the SCS Runoff method shall be provided including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.
 - a. Points of Discharge. If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows. Post-development flows should mimic pre-development flows as closely as possible.
 - iii. Hydrograph. An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events. Hydrographs shall be modeled using the minimum time step / interval, shall begin at 0.00 hours and shall extend to a point that runoff reaches a value of 0.00 cfs.
 - iv. Conveyance Systems. All proposed conveyance systems including but not limited to storm sewers, open-channels, natural swales, and drainage inlets shall have the following information in tabular format and included on the grading plan: structure type, material, size, slope, inverts, maximum capacity flowing full, maximum velocity flowing full, and the design flow rate flowing into each structure which shall be based on actual contributing

- area, curve number, time of concentration, etc. All conveyance structures must be designed in accordance with the City of Starkville Standards of Design & Specifications.
4. Routed/Detained Conditions
 - a. Inflow Calculations.

Appropriate inflow calculations and values shall be provided for areas that contribute to the proposed detention system. These areas shall be in accordance with and reflect those values determined in the Post-Development calculations. If only a portion of the site is being detained, this should be reflected in the inflow hydrograph.
 - b. Stage-Storage-Discharge Tabulation.

A tabulation shall be required which relates the storage volume, water surface elevation, and outflow rates for the detention/retention structure to ensure that the proposed structure will adequately store the required storm events. This tabulation shall be based on actual elevations.
 - c. Outlet Control Structure.

Outlet control structures shall function as simply and automatically as possible, be self-cleaning, and adhere to the requirements outlined in Chapter B.1.h. of this manual.

 - i. Discharge Velocity & Dissipation. Velocities in excess of those experienced in pre-development conditions shall be reduced through the means of velocity dissipation devices and in accordance with the City of Starkville Standards of Design & Specifications. Appropriate calculations shall be provided that adequately demonstrate the reduction in velocity.
 - ii. Details. Cross-sectional details shall be provided that relate the outlet control structure to the water surface elevation of the required storm events.
 - iii. Emergency Overflow. The City Engineer may require an emergency overflow structure in instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the overflow structures ability to convey an event in excess of the design event shall be required. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events.
 - d. Hydrograph.

An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events which compare the attenuated peak flow (i.e. pond outflow) to the post-developed peak flow (i.e. pond inflow).
5. Areas of Direct Discharge

Areas of direct discharge shall be defined as post-development areas within the

development that are not routed through any of the proposed on-site detention facilities and discharge directly off-site with no attenuation. The flow from these areas shall be added to the routed/detained flow from the detention facilities using a linking or combine function to provide a total post-development flow, varying time to peaks considered.

a. Exhibit Schematic.

Areas of direct discharge shall be delineated and described as outlined in *Section 3.a (Post-Development Conditions, Exhibit/Schematic)* and should be included on the same schematic as described in that section.

b. Calculations.

All calculations necessary to analyze direct discharge runoff shall be in accordance with *Section 3.b (Post-Development Conditions, Calculations)* of this document.

6. Upstream Drainage Areas & Bypass Systems

Upstream tributary flows to a development can overwhelm and cause failure to detention systems that have been designed for the developed site only. If upstream areas exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the specified event, as described in the City of Starkville Stormwater Management Ordinance, shall be required unless approved otherwise by the City Engineer. The developer has the option to detain upstream flows tributary to the site, bypass these flows, or a combination of the two.

a. Exhibit Schematic.

An exhibit or schematic shall be provided for all upstream tributary areas that adhere to the schematic guidelines set forth in *Section 2.a (Pre-Development Conditions, Exhibit/Schematic)*.

b. Calculations.

Calculations for upstream drainage areas shall be in accordance with *Section 2.b (Pre-Development Conditions, Calculations)* of this section. If the developer chooses to detain the upstream areas, the additional area, flow rate, and volumes should be reflected in the calculations of the stormwater management facility. If the developer chooses to bypass upstream flows, the bypass system should be adequate to convey the specified event and shall meet all the requirements set forth in the City of Starkville Standards of Design & Specifications and in the City of Starkville Stormwater Management Ordinance. All calculations and subsequent parameters (e.g. areas, curve number, time of concentration, etc.) shall be specific to each individual basin.

7. Downstream Analysis

A downstream analysis may be required as defined in the City of Starkville Stormwater Management Ordinance. In the event that a downstream analysis is required, exhibits, schematics, calculations, hydrographs, etc. will be required as defined in this document. For further guidance, refer to the Georgia Stormwater Management Manual, Volume 2, Chapter 3.1.9 (current edition).

For development sizes from 2 acres to 20 acres, a downstream analysis will be required that studies a point 500 downstream of the subject site or to a reasonable and significant point of interest as determined by the City Engineer. For development sizes 20 acres and greater, a "10% Rule" analysis, as described in the Georgia Stormwater Management Manual (current edition), will be required.

8. Topographic Survey & Grading Plan

The following requirements pertain to the topographic survey and grading plan which shall be submitted with the infrastructure plan submittal.

a. Topographic Survey.

A topographic survey of the existing conditions shall be provided with one-foot minimum interval contours, meeting National Map Accuracy Standards, of the land to be developed and such adjoining land whose topography may affect the layout or drainage of the developed area including any and all upstream areas. In situations where there are upstream areas contributing to the site and in which it may be impractical to survey these areas, the site topographic survey shall be supplemented with LIDAR contours for all upstream areas. The topographic survey shall include but is not limited to:

- i. The banks and centerlines of streams and channels;
 - ii. The normal shoreline of lakes, ponds and retention/detention basins, and lines of inflow and outflow;
 - iii. The locations, size, type, slope, and inverts of stormwater conduits, drainage inlets, swales, conveyance systems, or any other drainage related structures;
 - iv. Storm, sanitary and combined sewers and outfalls of record;
 - v. Base flood (100-year) elevation (BFE) and floodways for the property, established pursuant to the City of Starkville Flood Plain Ordinance.
 - vi. Environmental features including the limits of wetland areas, if applicable, and any designated natural areas; and
 - vii. Any existing buildings, structures, parking lots, or other existing development or improvements.
- b. Grading Plan.

A grading plan shall be submitted that meets all the requirements and standards of Section 3.9.4.B.4 Grading and Drainage Plan of the Unified Development Code.

B. Stormwater Management Facilities

Stormwater management facilities including detention and retention facilities are designed primarily to detain increased runoff that occurs from developments and additional impervious surfaces. These facilities shall meet the requirements set forth in the City of Starkville Stormwater Management Ordinance and in this section.

1. Detention Basins

Detention basins shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards.

a. Storage Volumes.

The volume of storage provided in these basins, together with such storage as may be authorized in other detention facilities, shall be sufficient to control the increased runoff from the 2-year, 10-year and 100-year, 24-hour storms; a developer/engineer may elect to detain only part of the proposed site, however, the total post-development flow must still be less than the pre-development flow. Furthermore, pre-existing flow patterns, distributions, and exit locations should be mimicked in the developed conditions; over-detaining a portion of the site will not be allowable if it results in increased direct-discharge flows to other parts of the site.

b. Detention in Flood Zones.

For sites that are located in or partially in a flood zone, all detention or otherwise areas designated for storage volume must be located above the Base Flood Elevation. If the Base Flood Elevation is unknown or undetermined, it shall be the responsibility of the applicant and their engineer to determine and provide the Base Flood Elevation as well as its extents throughout the subject site.

c. Surcharge.

No surcharge shall be allowed for any storm sewer, storm inlet, detention/retention pond, or other stormwater structure for any event less than or equal to the 25-year, 24-hour storm event.

- i. For flows greater than the 25-year, 24-hour event and that are equal to or less than the 100-year, 24-hour event, conveyance should be provided to the stormwater management facilities through designed overland systems (including but not limited to depressions, swales, curb and gutter, flumes, etc.) that do not cause flooding to any properties, private or public.
- ii. Conveyance systems that are also utilized for detention shall not surcharge for any storm event less than or equal to the 100-year, 24-hour storm event.

d. Maximum Depth.

The maximum planned depth of stormwater storage shall not exceed four (4) feet if visible from or adjacent to public right-of-way unless approved by the City Engineer. Ponds that are placed at the rear of properties or that are not visible from public right-of-way may not exceed a depth of six (6) feet. Any pond greater than four (4) feet deep shall require a safety bench that is at a minimum three (3) feet wide and with a maximum of five (5%) percent cross-slope for every four (4) feet of water surface elevation gained.

e. Vertical Walls.

By special exception, detention basins may use vertical interior walls. The

maximum interior height of a vertically walled detention pond is 6 feet built in 2-foot-high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of 2 feet wide shall separate segments; landscaping along these ledges shall be required unless utilized for an alternative use such as seating.

f. Approach Slopes.

The approach slopes of the basin shall conform as closely as possible to natural land contours. For ponds located in areas visible from public right-of-way re-grading is preferable if necessary to keep the slopes under 5:1. 4:1 slopes may be allowable if the pond is placed at the rear of the property or is not visible from public right-of-way. Erosion control measures shall be provided as well as devices or measures to ensure public safety.

g. Cut Slopes.

Any cut slopes that may exist and that tie into the proposed detention pond that are in excess of the maximum allowed depth shall have flat areas of less than 5% cross-slope and a minimum of 3 feet wide for every 10 feet of cut/fill elevation gained. These flat areas shall be landscaped as deemed appropriate by the City Planner.

h. Outlet Control Structures.

Outlet control structures shall be designed as simply as possible and shall operate automatically. Any orifice less than 12 inches in diameter shall be protected within a manway structure. No orifice shall be smaller than 8 inches in diameter. Slotted weirs must be at a minimum, 4 inches in width unless approved by the City Engineer, and V-notch weirs are preferred for reduced maintenance requirements. They will be designed to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities, and not in excess of flows which would have occurred with the land in its pre-development condition. Exiting velocities shall not exceed 15 feet per second.

- i. For orifice or conduit control structures, the structure must be located in and protected by a manway structure. Trash racks may also be utilized in place of a manway structure; trash racks shall have no opening more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed to allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. All trash rack operations shall have a paved bottom that extends, at a minimum, 6 inches beyond each side of the trash rack.

i. Emergency Overflow.

The City Engineer may require an emergency overflow structure in the instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the structure's capacity to pass an event

in excess of the design event shall be required. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer reserves the right to require additional analysis if there are concerns for downstream flooding.

j. Appearance.

Detention facilities shall, where possible, use natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as well as within the pond. The purpose of said plantings will be for screening and absorption; therefore, both elements should be considered in the design phase. All ponds shall be at a minimum sodded to a point 3 feet beyond the top of the levee; no mulch or seed will be allowed.

k. Drainage.

Detention basins shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of the City of Starkville Stormwater Management Ordinance and shall be subject to the enforcement provisions and penalties outlined in the ordinance. Detention pond bottoms shall have a minimum of 1.0% slope if left in a natural, grassed condition. For larger ponds or where pond bottom slope is problematic, underdrains may be utilized to provide adequate drainage for the pond.

l. Fencing.

Fencing of detention basins is not permitted unless written justification is submitted to and approved by the City Engineer. The preferred method is to manage the contours of the pond through the inclusion of a safety bench to eliminate drop-offs and reduce the potential for accidental drowning. In addition, the safety bench may be landscaped to deter access to the pool. If fencing is required, it shall meet the design requirements of the City Planner or Building Official.

m. Freeboard.

If an overflow spillway is required, there shall be a freeboard of 4 inches from the maximum detention elevation to the top of the levee and the spillway structure should be capable of passing stormwater that is in excess of the 100-year, 24-hour storm. The developer will not be required to provide freeboard if an emergency structure (such as a manway or weir) is incorporated that will safely pass emergency flows.

2. Underground Basins

Underground detention facilities shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards:

a. Access.

At a minimum, all underground detention facilities shall be provided with manway access to inflow and outflow ends, any junctions or changes in direction, and control structure junctions.

b. Clear Space.

No underground detention facility shall have any permanent structure of any type, other than pavement or recreational amenities (e.g. playground equipment), erected above the system.

c. Drainage.

Underground detention facilities shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of this article and shall be subject to the enforcement provisions and penalties outlined in the City of Starkville Stormwater Management Ordinance. Underground detention facility bottoms shall have a minimum of 0.2% slope in the direction of flow.

d. Extreme Flow Conditions.

Underground detention facilities shall be evaluated for the 500-year flow event to ensure no extreme and unintended consequences or flooding occurs once the facilities storage has been exceeded. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer reserves the right to require additional analysis if there are concerns for downstream flooding.

Retention Basins

Retention basins designed with permanent pools shall conform to the standards for detention basins as specified and will conform to the following standards:

a. Minimum Depths.

The minimum normal depth of water before the introduction of excess stormwater shall be 3 feet. The normal design pool shall be maintained year round.

b. Facilities for Emptying.

For emergency purposes, cleaning facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage.

c. Pollution Abatement.

Aeration facilities shall be required.

d. Side Slopes.

Natural side slopes for retention ponds shall be 4:1 or flatter; retention pond side slopes shall be permanently sodded. Retention ponds with side slopes shall have a safety bench ledge a minimum of 3 feet wide at 5% cross-slope located at 3 feet below normal pool elevation and 3 feet below the maximum storage

elevation. Safety benches shall be graded or terraced for every 3 feet of water surface elevation gained.

e. Retaining Walls.

Retaining walls are allowed for retention ponds; approach slopes tying into the retaining walls shall be 5:1 or flatter. Retention ponds with retaining walls shall have a safety ledge 2 feet wide provided at every 30 inches of elevation gained. When vertical interior walls are used they shall have emergency egress steps or ladders provided.

f. Sediment Storage.

Adequate area for sediment storage shall be provided in all retention basins and shall be designed to not interfere at any point with the required storage volume.

4. Alternate Mitigation Methods

Acceptable stormwater management facilities may be designed by reference to such creative methods as are provided in the Georgia Stormwater Management Manual (latest version), reference manuals or texts utilizing the most current methods of design and construction, or in accordance with the detention basins and retention basins described previously. Utilization of such optional methods will in no way alter the intent or spirit of the requirements of the City of Starkville Stormwater Management Ordinance and will continue to be subject to all calculations necessary to meet the intent of the ordinance. Utilization of such methods may allow for a reduction in the required detention volume if it is shown that said methods provide substantial reduction in increased peak flows and increased storage for the localized areas in which they are implemented. These methods may include but are not limited to bioretention areas, permeable pavements, stormwater planters, etc.

CHAPTER 6. STREETS

The following guidelines regarding street design and construction pertain to newly constructed roadways and reconstructed existing facilities. The design guidelines and procedures contained herein are considered minimum standards and are not intended to relieve the designer of his/her duty to perform the applicable calculations to determine an adequate roadway geometrics or structure. The designer is expected to make investigations necessary to ascertain the physical characteristics of the site and make the proper design pavement recommendations based upon those findings. As an accompaniment to this manual, the designer is referred to the following sources for design and construction criteria that may be referenced herein but are not intended to supersede the guidelines of this manual unless expressly mentioned.

"A Policy on Geometric Design of Highways and Streets," 2001 ed. American Association of State Highway and Transportation Officials (AASHTO).

"Guide for the Development of Bicycle Facilities," 2012 ed. American Association of State Highway and Transportation Officials (AASHTO).

"Mississippi Roadway Design Manual," 2001 ed. Mississippi Department of

Transportation (MDOT).

"Mississippi Standard Specifications for State Aid Road and Bridge Construction," 2004 ed. Office of State Aid Road Construction, Mississippi Department of Transportation (MDOT).

A. General Requirements

1. The recommendations, standards, criteria and parameters of design listed in the latest published edition of "A Policy on Arterial Highway in Urban Areas and Standard Specifications for Highway Bridges and Culverts," as distributed by the American Association for State Highways Officials shall apply to the geometrics, routing and safety features of street design and construction unless such recommendations, standard, criteria or parameter is in conflict with these regulations or any comprehensive plan adopted or to be adopted by the City of Starkville.
2. Streets shall be constructed with a bituminous surfacing covering a soil cement stabilized granular material or crushed limestone of a thickness adequate to support the anticipated vehicular loading on the type of soil comprising the subgrade and in accordance with the minimum structure number table based on roadway classification. The base shall be supported by compacted natural earth or an embankment compacted to the prescribed density and placed upon a subgrade free of debris and other objectionable materials. All streets shall be completely free of sections or isolated locations of earth with weak supporting characteristics.
3. Soil cement stabilization design mix and application rates prepared by a licensed engineer shall be submitted with infrastructure plans.
4. Crushed concrete pavement meeting the specifications of crushed limestone may be used in lieu of limestone described with written approval from the City Engineer. Additional material tests shall be required to confirm the viability, quality and consistency of the crushed concrete.
5. A steel reinforced cement concrete pavement of adequate thickness and accompanying base may be used in lieu of the base and bituminous surfacing described with written approval from the City Engineer. For concrete pavements, as well as curbs and gutters, a detailed joint plan will be provided in the construction plans, prior to infrastructure plan approval, showing all joints to be in the pavement, curbs and gutters as it is to be laid out on the site.
6. The requirements listed in the table below are hereby established as the minimum dimensions for the category of street shown; however, the Board of Alderman reserves the right to establish other and higher standards and criteria of design for any street proposed for perpetual maintenance and ownership by the City.

Pavement Structure Number		Arterial		Collector		Local / Cul-De-Sac	
Material		inches		inches		inches	
Asphalt Surface (SC-1)		2	2	1.5	2	2	1.5
Asphalt Base (BB-1)		4	4.5	4.5	3	3	2.5
Crushed Limestone		13	-	8	-	10	-
Cement Treated Clay Gravel (Cl. 3, Gr. B)		-	9	8	-	7	-
Proposed Structure Number		4.06	4.04	4.01	3.31	3.3	2.95
						2.9	2.91

- Natural subgrade shall be thoroughly dried and compacted to not less than 95% density for a 12-inch depth before application of sub-base material. A proof roll test using a fully loaded (20 tons) tandem axle trailer will be required prior to application of sub-base material.
- Pavement structure is based on proposed roadway classification and shall not be less than the following:

Minimum Structure Number			
Arterial Street (heavy duty)	Collector Street (medium duty)	Local Street (light duty)	
4.0	3.30	2.90	

- Pavement structure composition based on the roadway type is shown as follows. Alternate pavement designs may be considered but must be approved in writing by the City Engineer, but in no case shall be less than the minimum structure number required.
- All cement treated granular material sub-base courses shall be primed with EA-1 emulsified asphalt, or approved equal, by the City Engineer, at a rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
- Tack asphaltic base course with SS-1 emulsified asphalt, or approved equal by the City Engineer, prior to placing the wearing surface at a rate of 0.10 gallons per square yard.
- The total thickness for both asphalt base and surface should not be less than 4"
- All non-single family private driveways, roadways or access streets shall be designed by a licensed professional engineer to accommodate the anticipated traffic volumes and loads for the particular development.
- Roadway materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

B. Curb and Gutter Type and Location:

- City standard details for combined curbs and gutters are shown in APPENDIX A: Standard Details & Drawings section of this manual. The standard sections include a vertical face combined curb and gutter and a mountable curb section with integral gutter.
- Post Curbs sections without an integral gutter pan shall not be used unless approved in writing by the City Engineer. Under no circumstances will they be used when

- water flows along the curb face.
- Ribbon Curbs, which are typically 8 inches wide at the top and are cast near the asphalt surface, may be used in locations such as alleys and adjacent to medians, or where approved by the City Engineer, where surface water runoff is conveyed over the curb to stormwater management areas.
- Standard Combined Curb with Gutters. The standard vertical face curb and gutter section consists of a 6-inch wide concrete curb cast integral with an 18-inch wide sloping gutter for a combined width of 24 inches. Major Collector and Arterial streets shall use a 24-inch wide sloping gutter as approved by the City Engineer for a total width of 30 inches.
- All gutters should have an 8% cross-slope and the longitudinal slope of the gutter should match the adjoining roadway. In no instances should more than 0.25 inches of water pool in the gutter or roadway after a rain event occurs.
- Spill Curbs. Where curb and gutter sections are used in super elevated streets and adjacent to medians, the gutter pan shall be sloped away from the median to allow sheet flow toward the drainage structures.
- Mountable Curbs. The standard mountable curb or "rollover" curb is to be cast integral with a 12-inch wide gutter pan for a combined width of 24 inches. Open inlets such as SS-2 style inlets with mountable curbs require a width transition of the curb to match the inlet opening. The placement of inlets on local streets with mountable curbs should occur on lot lines as much as possible to avoid driveway access point conflicts.
- A concrete barrier type curb and gutter shall be used to support the edge of pavements or surfacing on streets as designated in the roadway type typical section chart, shown in Section 15.4.2 of the UDC, and at those locations where the barrier-type curb is required for channelization and control of traffic. See standard curb types in APPENDIX A: Standard Details & Drawings.
- One-half inch expansion joints are required every 60 linear feet and around all appurtenances and any other structure. Exceptions may be granted by the City Engineer.
- Tooled or sawcut contraction joints are required every 10 linear feet at a minimum of one-fourth the depth of the pavement.
- For roadways with no curb and gutter required, the roadway edge should be supported by either a 4 foot compacted shoulder with a 4% cross-slope or a ribbon curb as indicated in APPENDIX A: Standard Details & Drawings.
- Concrete curb and gutters shall be backfilled within 72 hours after removal of forms or slip-form pouring.
- Limestone and cement treated granular material sub-base shall extend at least 1 foot beyond the back of curb.
- Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

C. Sidewalks

- City standard details for sidewalks are shown in APPENDIX A: Standard Details & Drawings section of this manual.
- All sidewalks should be a minimum of 5 feet wide unless otherwise approved by the

City Engineer or Building Official. Wider sidewalks may be required by the City Planner or City Engineer based on proposed land use, anticipated pedestrian traffic, or zoning district requirements.

3. One-half inch expansion joints are required every 60 linear feet and around all appurtenances and any other structure(s). Exceptions may be granted by the City Engineer.
4. All concrete for sidewalks shall achieve a minimum strength of 3500 psi at 28 days.
5. Tooled or sawcut contraction joints to be placed every 5 feet at a minimum of one-fourth the depth of the pavement.
6. 6x6-w 2.9 x 2.9 welded wire mesh reinforcement may be required where heavier loads are expected.
7. All residential single-family driveway sidewalk crossings shall have a minimum thickness of 6 inches concrete with #3 bars, each way spaced 12 inches on center.
8. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition) and meet all ADA requirements.

D. Medians

1. Turn Lane and Access. The design of medians shall include the evaluation for current and future turn lane access.
2. Design of Openings. Median openings shall be designed to accommodate the selected design vehicle for all movements. Raised island and other geometric design features shall be installed at median openings when necessary to prohibit certain turning or cross movements in the intersection.
3. Spacing of Openings. The effectiveness of medians is diminished by frequent and/or poorly spaced median openings. Openings should therefore be carefully coordinated with public and private street access points. Median openings shall be located only at major public or private access points or at mid-block locations if needed to serve as U-turns. Optimum location of openings is best determined based on the findings of a Traffic Impact Study. Minimum spacing on major streets should normally be at least 600 feet to accommodate back-to-back left turn lanes and weaving between openings.
4. Irrigated landscape medians shall be provided with drainage facilities to handle sprinkler runoff and nuisance flows. Sprinklers shall be designed to prevent spray onto the pavement surface. Sprinkler systems shall be designed with appropriate timers to prevent runoff.
5. Nose Design. Vehicle tracking templates shall be used to determine the optimum position and design of the median nose so that vehicles do not track onto the median, and are coordinated with other movements in the intersection. The minimum radius for nose curbs shall be 2 feet to flowline.
6. Paving. When medians are not landscaped they shall be paved with stamped, colored or broom finished concrete in accordance with the City's streetscape standards or at the direction of the City Engineer.
7. At mid-block locations or other locations as determined by the City Engineer, pedestrian crossing locations may be required. When required, they shall be designed to accommodate a pedestrian refuge area and shall meet ADA standards.

8. Transitions. The ends of medians shall transition into turn lanes with a minimum radius of 100 feet. Change in curb direction must be accomplished with the use of radii. Angled points shall not be allowed.

E. Vertical Street Design

1. The maximum street gradient shall not exceed 8% except where steeper grades are mandatory due to unusual topographic conditions and approval is granted in writing by the City Engineer and the Fire Marshall.
2. The minimum grade shall be such as to allow for adequate drainage without undue spread of stormwater over the travel lane but shall not be less than 1%.
3. All changes in street grades shall be made with vertical curves. The minimum and maximum k-values and minimum vertical curve lengths, as required by AASHTO, shall not be less than those listed below:

Vertical Street Design

Road Type	K-value (sag)	K-value (crest)	Min. VC Length
Local	15	15	100 feet
Collector	25	35	125 feet

A. Sight Distance at Intersections

1. Sight distance is the length of roadway ahead visible to the driver. The minimum sight distance available on the roadway should be sufficiently long to enable a vehicle traveling at or near the design speed to stop before reaching a stationary object in its path.
2. Minimum stopping sight distances shall be provided in both the horizontal and vertical planes for planned roadways as related to the assumed driver's eye height and position.
3. Adequate sight distance should be provided at all driveway access points in order for vehicles to safely enter or cross the intersecting roadway. Minimum sight distances shall be as follows:

Minimum Stopping Sight Distances

Vehicle Speed (mph)	SSD for Left-Turn Maneuver (feet)	SSD for Crossover & Right-Turn Maneuvers (feet)
15	170	145
20	225	195
25	280	240
30	335	290
35	390	335
40	445	385
45	500	430
50	555	480
55	610	530

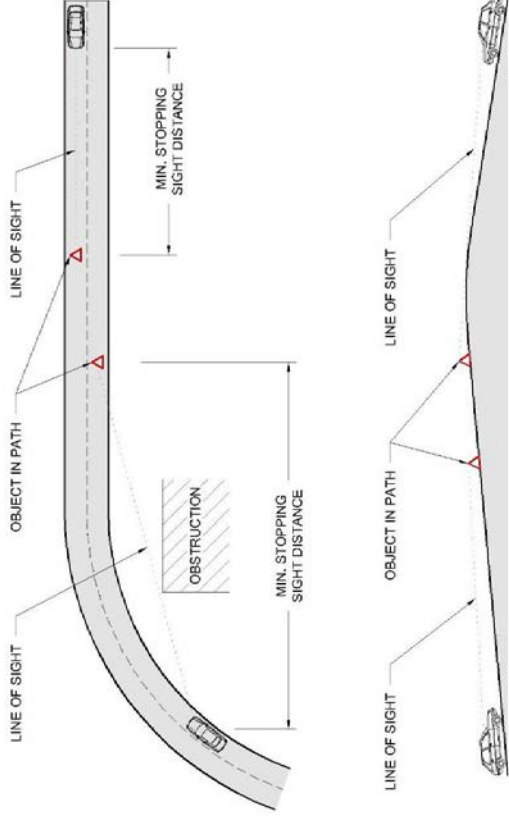
- Objects that can be permitted in the sight distance triangle are utilities such as hydrants, utility poles, utility boxes and traffic control devices. Those objects must be located to minimize visual obstruction.
- Landscaping may be allowed in the sight distance triangle as long as the maximum growth height does not exceed 24 inches and must be approved by the City Planner.
- Site triangle shall be designed in accordance with the requirements of Section 4.6.12 of the Unified Development Code.

B. Stopping Sight Distance

- Where there are sight obstructions (such as walls, cut slopes, buildings and other hazards) on the inside of curves, changes in roadway alignment may be required to obtain adequate stopping sight distance if the sight obstruction cannot be removed.
- Minimum stopping sight distance shall be as follows:

Minimum Stopping Sight Distance

Street Type	Min. SSD
Arterial	400 feet
Collector	225 feet
Local	150 feet



C. Driveways

- All portions of new driveways within the right-of-way shall be designed in accordance with the Development Standards for that zoning district per Section 14 of the Unified Development Code. Additional length may be required by the City Engineer if the driveway slopes toward the roadway and there is a potential of gravel being displaced into the public street.
- All new driveways to be built to include the typical gutter section of the roadway if a curb and gutter section exists at the adjoining roadway. In no cases should the driveway be constructed such that it will block the gutter drainage. In situations where the driveway grade may slope downward from the roadway, the driveway should be poured to have a nominal rise to an elevation of equal to the adjacent top of curb prior to sloping downward.
- All commercial driveways should be heavy duty pavement and designed to accommodate large vehicles including garbage trucks. In situations where a sidewalk may cross the driveway, the driveway apron should be heavy duty concrete pavement extending to a minimum distance to the back of the proposed sidewalk crosswalk. The driveway apron elevations and slopes should accommodate pedestrians across the crosswalk and meet ADA standards in this location.

D. Striping

- All striping for roadways, crosswalks and ADA parking shall be thermoplastic.
- Details for striping can be found in APPENDIX A: Standard Details & Drawings.
- All striping shall be in accordance with the Federal Highway Administration's

Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

4. All striping materials and installation shall be in accordance with the *Mississippi Standard Specifications for State Aid Road and Bridge Construction* (latest edition).

E. Signage

1. Roadway signage for new developments and subdivisions shall be installed prior to final approval or final plat.
2. The HOA or developer shall be responsible for purchasing, installing and maintaining custom street signage.
3. All signage shall be in accordance with the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*, latest edition.

F. On-Road Bike Facilities

1. Bike Lanes
 - a. The preferred width for a bike lane is 5 feet but can vary based on street conditions and other elements such as on-street parking.
 - b. Bike symbols should be placed on the far side of every intersection, or at every decision point.
 - c. Bike lane width should be increased if adjacent to on-street parking.
 - d. Mini-skips should be placed whenever a bike lane is dropped.
 - e. Bike lanes should break for residential streets or major, high volume driveways that are more than two lanes.
2. Shared Lane (Sharrow) Markings
 - a. Sharrows should be placed after every decision point or at intervals of 250 feet.
 - b. When parking is prohibited and travel lane width is greater than or equal to 13 feet, place sharrow 48 inches from the face-of-curb.
 - c. When parking is prohibited and travel lane width is less than 13 feet, place sharrow in the center of the travel lane.
 - d. When parking is present and travel lane width is greater than or equal to 15 feet, place sharrow 13 feet from the face-of-curb.
 - e. When parking is present and travel lane width is less than 15 feet, place sharrow in the center of the travel lane.

CHAPTER 7. FINAL AS-BUILT DOCUMENTATION

A. General Requirements for Subdivisions

1. As-built drawings are required for all infrastructure that is to be dedicated to the public or to a private entity such as an HOA along with all stormwater management areas to ensure that the actual installed construction meets or exceeds the requirements of the approved design.
2. As-built submittal should include 2 sets of Record Drawings or As-Built, dated, signed and certified by the Engineer of record, a PDF copy and an AutoCAD copy.
3. The drawings should include the following information:

- a. All easements shown and labeled (utility, drainage, access, etc.);
 - b. Open space or common areas and ownership;
 - c. Location and material of all survey monuments;
 - d. Location of edge of pavement, curbs, gutters and medians;
 - e. Dimensioned right-of-way and street widths;
 - f. Pavement section
 - g. Typical cross-section;
 - h. Location of ditches, swales, pipes, culverts, inlets, headways, end-sections, structures and any other stormwater drainage items.
4. All gate valves shall be referenced by 2 point references; all water and sewer services shall be noted on the record drawings or as-built drawings and located by two reference points and a distance from each reference point or via GPS coordinates for each valve location. Services may also be marked on the curb; however, reference points shall also be provided on the record drawings or as-built drawings.
 5. All changes from original plans and design should be clouded, highlighted or indicated in a different color.
 6. Engineer's Certification. The following statement should appear on the as-built drawings. *"I hereby certify that the "As-Built" data contained in these drawings was collected under my supervision and to the best of my knowledge represents the conditions as they exist on this project, and that the construction conforms to the requirements set forth in the approved construction plans, the City of Starkville Unified Development Code, and the City of Starkville Standards of Design & Specifications."*

B. Stormwater As-Built Documentation

All applicants are required to submit actual as-built plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design for all stormwater management facilities and practices and must be certified, signed, and sealed by the engineer of record. When facilities are not constructed according to the approved plans, the City of Starkville has the explicit authority to compel compliance and have any situations corrected which are not according to the approved plans. If the as-built plan differs substantially from the approved Drainage Plan but is still acceptable to the City of Starkville, then the applicant or responsible party shall update all pertinent submittals prior to final approval.

As-built documentation should include all information related to stormwater conveyance, detention, and stormwater management facilities that was included in the approved Drainage Plan. This information should reflect actual values and not just those approved as a part of the Drainage Plan. This includes but is not limited to the following:

1. Conveyance Systems.

This may include stormwater conduit, open channels, natural channels, swales, box culverts, junction boxes, etc. The following information for these systems shall be provided, at a minimum, on an as-built basis:

- a. Location in relation to the site plan;
 - b. Type;
 - c. Material;
 - d. Size or diameter;
 - e. Length;
 - f. Slope;
 - g. Inverts;
 - h. Available pipe capacity; and
 - i. 25-year pipe capacity tributary to the conveyance system or design storm capacity required by the City Engineer.
2. Stormwater Management Facilities.
This may include detention ponds, retention ponds, underground detention basins, alternate design facilities, or any other facility used for detention or reduction of runoff rates. The following information for these systems shall be provided, at a minimum, on an as-built basis:
- a. Location in relation to the site plan;
 - b. Side slopes;
 - c. Grading contours at one-foot intervals;
 - d. Bottom elevations perpendicular to grade lines and in the direction of flow (i.e. bottom of pond slope);
 - e. All information relative to the control structure (e.g. size, type, length, slope, invert, etc.);
 - f. Water surface elevations for the required design events;
 - g. Calculation of total volume provided; and
 - h. An analysis of the stormwater management facilities shall also be provided that simulates the design events through facilities to ensure they provide adequate storage and reduced peak flow rates as approved. The engineer shall remodel the stormwater design using the original model file and substituting in all as-built information such as but not limited to outlet control elevation, pipe inverts, actual pond volume, etc.

CHAPTER 8. WATER DISTRIBUTION SYSTEM

CHAPTER 9. SANITARY SEWER

CHAPTER 10. TESTING AND INSPECTION

G. General Requirements

1. Testing and inspection is required for all infrastructure that is being proposed to be dedicated to the public.
2. The developer or owner shall engage a testing firm that is licensed to perform construction inspections and testing in the state of Mississippi and that has a professional engineer licensed to practice in the state of Mississippi with oversight

3. The testing firm, contact name and contact number should be provided at or before the preconstruction meeting and prior to commencement of construction.
4. The following tests and frequencies shall be the minimum required. Additional tests may be required by the City Engineer based on the specific project conditions and design.
5. A copy of all certified inspections and acceptable test reports shall be provided to the Engineering and Utilities Departments along with the Final As-Builts.

H. Subdivision Testing Requirements & Processes

The following shall be a guide for testing and material submittal requirements for all Subdivisions and Site Plans in the City of Starkville. The Owner, Developer, or Engineer on Record shall be responsible for providing the material submittal and testing frequency specific to the Subdivision or Site Plan as required by the City of Starkville requirements. This shall be submitted to the City Engineering Department at least 24 hours prior to the pre-construction meeting. It shall be understood that the testing requirements may increase above and beyond the submitted list depending on the actual installation frequency and construction conditions. The City shall reserve the right to require additional tests as needed.

1. Items Needed 14 Days Prior to Installation or Construction
 - a. Material Submittal (Proctor, Gradation, and/or Material Classification) for:
 - i. Roadway Sub-Grade
 - ii. Roadway Base Material(s)
 - iii. Bedding & Backfill for all Storm Pipe
 - iv. Bedding & Backfill for all Sewer Pipe
 - v. Material Submittals for:
 - (a) Water Pipe
 - (b) Sanitary Sewer Pipe
 - (c) Water Valves
 - (d) Water & Sanitary Sewer Fittings
 - (e) Sanitary Sewer Cleanouts
 - (f) Manhole Lids
 - (g) Any other Sanitary or Water materials
 - b. Mix Design for:
 - i. Asphalt for Base Course
 - ii. Asphalt for Surface Course
 - iii. Concrete for Curb & Gutter
 - iv. Mix Design for Soil Cement (if applicable)
2. Checkpoint 1#

These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all utility infrastructure is installed, roadway sub-grade is completed, and prior to

any roadway base material being installed.

- a. Roadway Sub-Grade
 - i. Densities @ 98% Compaction
 - (a) Cut Section: One / 300 LF
 - (b) Fill Section: One / 300 LF / Layer, 8" max.
 - ii. Proof-Roll (final layer, fully loaded tandem dump truck pass on each travel lane of the proposed roadway)
- b. Sanitary Sewer Manhole: 1 Density under each Manhole
- c. Sanitary Sewer Manhole: Leakage Test on 100%
- d. Sanitary Sewer X-ing Under Roadway: Density: 1 test / x-ing / lift of backfill, 6" max
- e. Water Line X-ing Under Roadway: Density: 1 test/x-ing/lift of backfill, 6" max
- f. Sanitary Mandrel & Pressure Test: 100% of System
- g. Water Line Pressure Test: 100 % of System
- h. RCP X-ing Under Roadway: Density: 1 test/x-ing/lift of backfill, 6" max
- i. RCP in ROW (not under Roadway): Density: 1 test/150 LF of pipe
- j. All Other Storm Sewer: Density: 1 test/lift/pipe run*, 6" max

*A "pipe run" shall be defined as a continuous run of pipe, no more than 100 LF that is uninterrupted by any type of junction, inlet, box, or other structure. If pipe length between two structures is between 100' – 200', two tests are required. For lengths between 200' – 300', three tests are required.

3. Checkpoint 2#

These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all roadway base materials have been installed, inspected and completed, but prior to the installation of any asphalt material or curb & gutter material.

- a. Roadway Base Material(s)**
 - i. Classification: 1 per 1000 CY
 - ii. Proctor: 1 per 1000 CY
 - iii. Densities @ 98% Compaction: One / 300 LF / layer, 6" max, in roadway
 - iv. Densities @ 98% Compaction: Two^ / 300 LF / layer, 6" max, under curb
^One on each side of roadway
 - v. Densities @ 98% Compaction: One / 300 LF/layer, 6" max, for soil cement
 - vi. Proof-Roll: Final layer and prior to soil cement, if app.

**These tests will apply to each type of roadway base if there are multiple materials specified in the approved plans.

4. Final Submittal

These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all asphalt and curb & gutter materials have been installed and completed.

- a. Concrete Curb & Gutter
 - i. Compressive Strength (3000 PSI @ 28 days): 50 CY (min. 1 set/day)
 - ii. Air Content: 50 CY (min. 1 set/day)
 - iii. Slump (5" max): 50 CY (min. 1 set/day)
 - iv. Temperature: 50 CY (min. 1 set/day)
- b. Hot Mix Asphalt (all courses)
 - i. Extraction: 1 per 500 tons (min. 1 set/day)
 - ii. Stability: 1 per 500 tons (min. 1 set/day)
 - iii. Voids: 1 per 500 tons (min. 1 set/day)
 - iv. Maximum Specific Gravity: 1 per 500 tons (min. 1 set/day)
 - v. Density: 5 per day
- c. Above Ground Utility Structures
 - i. All water & sanitary sewer services to each lot; marked, visible, protected & intact.
 - ii. All water valve boxes completely installed, completely iron, top to bottom.
 - iii. All manholes above grade and their lids properly secured.
- d. BACTI Testing
 - i. Starkville Utilities Department will not perform a BACTI test until ALL as-built drawings have been provided, previous submittals have been provided, and all tests have passed.

5. Testing & Material Submittal Format

Submitted materials and tests should be provided in a concise, easy to read format that directly corresponds to the testing requirements listed above. The testing firm should organize the tests based on the material, location, and layer(s) (if applicable). There should be separate binders/chapters for each phase of construction (i.e. sub-grade, base, storm sewer, etc.), and then those should be divided into sections based on test type (i.e. proctor, gradation, density, etc.). Schematics or maps should be provided that correspond to the tests performed so a location of the tests can be matched with the actual tests. Failed tests should not be submitted or included as part of the minimum testing requirement. Duplicate and failed tests should be removed prior to submittal. Concrete tests should be submitted after the 28-day break. For an example report, please contact the City Engineering Department. Below is an example testing schedule. A testing and frequency schedule specific to the subject project will be required as a part of the preconstruction meeting. All test reports, inspection reports, and submittals should be sent to the City of Starkville Engineering Department and Starkville Utilities Department.

Example Material Submittals, Job Control Sampling & Testing

Layer	Tests	Frequency	# of Test Required
Sub-Grade (in-situ)	Density (98% subgrade)	300 LF of sub-grade	4
	Proof-Rolling	Final Layer	1 roll per lane
	Classification	1000 CY	6
	Proctor	1000 CY	6
Class C Select Fill Sub-Grade (48" @ six-8" lifts)	Density (98% compaction)	300 LF per layer	24
	Proof-Rolling	Final Layer	1 roll per lane
	Classification	1000 CY	2
	Proctor	1000 CY	2
Lime Treated Subgrade (12" @ two-6" lifts)	Density (98% compaction)	300 LF per layer (6" maximum)	10
	Lime Treat Mix Design	Final Layer	1
Hot Mix Asphalt (Base Course) (3" @ two-1.5" lifts)	Mix Tests		
	- Extraction	1 per 500 tons (minimum 1 per day)	2
	- Stability		
	- Voids		
Hot Mix Asphalt (Surface Course) (3" @ two-1.5" lifts)	- Maximum Specific Gravity		
	Density	5 per day	1 day/10
	Mix Design	10 days prior to construction	1 design
	Mix Tests		
Hot Mix Asphalt (Surface Course) (3" @ two-1.5" lifts)	- Extraction		
	- Stability	1 per 500 tons (minimum 1 per day)	2
	- Voids		
	- Maximum Specific Gravity		
Concrete Curb & Gutter	Density	5 per day	1 day/10
	Mix Design	10 days prior to construction	1 design
	Compressive Strength (3500 psi @ 28 days)	50 CY (minimum 1 set per day)	4
	Density Subgrade (under curbing)	300 LF (98% compaction, min. 1 se/pour)	8
RCP Under Roadway	Air Content	50 CY	4
	Slump (5")	50 CY	4
	Temperature	50 CY	4
	Mix Design	10 days prior to construction	1 design
RCP in ROW (not under roadway)	Density	1 test per lift of backfill (6" lifts)	35 min.
All Other Storm Pipe	Density	1 test per 150 LF of pipe	3 min.
All Storm Pipe	Density	1 test per lift per pipe run	24 min.
	Proctor / Gradation	10 days prior to construction	1 per pipe type
WATER LINE			
Valve Boxes	Visual	100% boxes	6
Fitting & Connections (valves, hydrant)	Visual	100% of system	100%
Water System	Static Pressure	100% system	100%
Water System	BACTI	Performed after all other tests pass	100%
Thrust Blocks	Visual	100% blocks	7
SANITARY SEWER			
Sanitary Sewer System	Deflection Test	100% of system	100%
Sanitary Sewer System	Air Test	100% of system	100%
Manholes	Leakage Testing	Each	5
Manholes	Density	Each	5
Manhole Connections	Visual	100% of connections	6
Line Taps	Visual	100% of connections	20
Sanitary Sewer (Roadway Crossings)	Density	1 per lift	3
SS Service (Roadway Crossings)	Density	1 per lift	15
Sanitary Sewer Bedding	Proctor / Gradation	10 days prior to construction	1

CHAPTER 11. INFRASTRUCTURE PLANS

A. General Requirements

Infrastructure plans submitted to the City for review as a part of the Development Review Committee process shall meet the requirements of Section 3.9 of the Unified Development Code.

CHAPTER 12. TRANSPORTATION IMPACT STUDIES

A. Responsibilities for Transportation Impact Studies

- Transportation impact studies may be required by the City to adequately assess the impacts of a development proposal on the existing and/or planned street system. The primary responsibility for assessing the traffic impacts associated with a proposed development will rest with the developer, with the City serving in a review capacity.
- This study will be the responsibility of the applicant and shall be prepared by a licensed professional engineer, licensed with the State of Mississippi, who has specific training in traffic and transportation engineering, and shall be approved by the City Engineer. Prior to the initiation of the study, the applicant will meet with the City Engineer to define the appropriate study area and study intersections.
- Upon submission of a draft traffic study, the City will review the study data sources, methods, and findings. Comments will be provided in a written form by the City. The developer and the project engineer will then have an opportunity to incorporate necessary revisions prior to submitting a final report. All studies shall be approved by the City Engineer before the project can proceed to Planning & Zoning and/or the Board of Aldermen for approval.
- Previous traffic studies relating to the development that are more than two years old may have to be updated at the discretion of the City Engineer.
- Where access points are not defined or a site plan is not available at the time the traffic study is prepared, additional traffic work may be required when a site plan becomes available or the access points are defined.
- The applicant will be notified at the pre-planning stage if a traffic study will be required provided sufficient information is available for the City to determine whether the trip generation criterion has been met. If insufficient information is available but the property appears to involve a sufficiently intense land use, the applicant will be informed that a traffic study is required.
- Transportation consultants are required to discuss projects with the City prior to starting the study. As a minimum, topics for possible discussion at such meetings may include trip generation, directional distribution of traffic, trip assignment, definition of the study area, intersections requiring critical lane analysis, and methods for projecting build-out volume. This will provide a firm base of cooperation and communication between the City, the owner or developer and the project's consultants in creating future traffic characteristics which realistically define traffic movement associated with the proposed development. Specific requirements will vary depending on the site location.

B. Traffic Study Format

To provide consistency and to facilitate staff review of traffic studies, the following format should be followed in the preparation of such studies by transportation consultants. Sections that are not applicable to the specific study are not required.

1. Introduction
A brief description of the size of the land parcel, general terrain features, the location with the jurisdiction and the region should be included in this section. In addition, the roadways that afford access to the site, and are included in the study area, should be identified.
2. Trip Generation and Design Hour Volumes
 - a. A summary table listing each type of land use, the size involved, the average trip generation rates used (total daily traffic and AM/PM peaks), and the resultant total trips generated shall be provided.
 - b. Trip generation shall be calculated from the Institute of Transportation Engineers (ITE) Trip Generation Manual, from an operational analysis, or from studies of a similar land use.
3. Trip Distribution
The estimates of percentage distribution of trips from the proposed development to destinations in the region shall be clearly stated in the report using the north, south, east, west compass points. Market studies and information concerning origin of trip attractions to the proposed development may be used to support these assumptions where available.
4. Trip Assignment
The direction of approach of site generated traffic via the area's street system will be presented in this section. The technical analysis steps, basic methods, and assumptions used in this work shall be clearly stated and agreed to by the City. The assumed trip distribution and assignment shall represent the most logically traveled routes for drivers accessing the proposed development. These routes can be determined by observation of travel patterns to existing land uses in the study area.
5. Existing and Projected Traffic Volumes
Graphics and/or tables shall be provided which identify the following traffic impacts for private access points, intersections and streets.
 - a. AM & PM peak hour site traffic (in and out) including turning movements.
 - b. AM & PM peak hour total traffic including site generated traffic (in and out). These volumes shall include through and turning movement volumes for current conditions and a separate set of numbers that also include build out projections for the proposed horizon year(s).
 - c. Actual counts of existing peak hour turning movement traffic volumes. Collection time of peak hour counts should include enough intervals to identify that the peak hours have been recorded. The City may have recent count data that can be used by the applicant in place of conducting new counts. Traffic counts will require re-counting if they are 3 years old, or older.
 - d. Raw traffic count data (including average daily volumes and peak hour turning movements) and analysis worksheets shall be provided in the appendices of the

report.

6. Level of Service
Level of service (LOS) analyses will be performed by the applicant, showing the intersection LOS per the Highway Capacity Manual for each of the study intersections with and without the development of the project site. Locations with a LOS of E or F will need to address the potential for mitigation measures to alleviate the LOS deficiency.
7. Capacity Analysis
A capacity analysis will be conducted for each of the study intersections identified within the study area. The AM and PM peak hours will be analyzed. Capacity calculations should also include an analysis for buildout year projections. The capacity analysis calculations should be based on the Highway Capacity Manual (HCM). All capacity analysis work sheets shall be included in the appendices of the report.
8. Traffic Signals
The need for new traffic signals will be based on warrants contained in the Manual on Uniform Traffic Control Devices. In determining the location of a new signal, traffic progression is of paramount importance. Generally, a spacing of one-quarter mile for all signalized intersections should be maintained. This spacing is usually desirable to achieve good speed, capacity, and optimum signal progression. Pedestrian movements shall be considered in the evaluation and adequate pedestrian clearance provided in the signal cycle split assumptions.
9. Pedestrians
Movement of pedestrians to/from the proposed development shall be identified, as to how pedestrians will access the site, how the onsite pedestrian facilities will connect to existing city pedestrian infrastructure, what pedestrian accommodations exist and what pedestrian accommodations are planned.
10. Access Management Standards
The report shall include a map and description of the proposed access including any sight distance limitations, adjacent and opposing driveways and intersections.
11. Recommendations and Conclusions
This chapter of the report is intended to be a clear, concise description of the study findings. In the event that analyses indicate deficient levels of service on study area roadways/intersections, a description of proposed improvements to remedy deficiencies should be included.
12. Revisions to Traffic Study
Revisions to the traffic study shall be provided as required by the City. The need to require revisions will be based on the completeness of the traffic study, the thoroughness of the impact evaluation and the compatibility of the study with the proposed access and development plan.

CHAPTER 13. ACCESS MANAGEMENT POLICY

I. Access and Driveways

1. **Applicability:** All projects that are required to have site plan review and/or approval by the Development Review Committee.
2. **Exceptions:** single lot detached dwelling, single lot attached dwelling duplex, agricultural property and roadways owned and maintained by the Mississippi Department of Transportation.
3. **Access Point Spacing:** Lots that are not used for single lot detached dwelling or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee.

Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.

The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

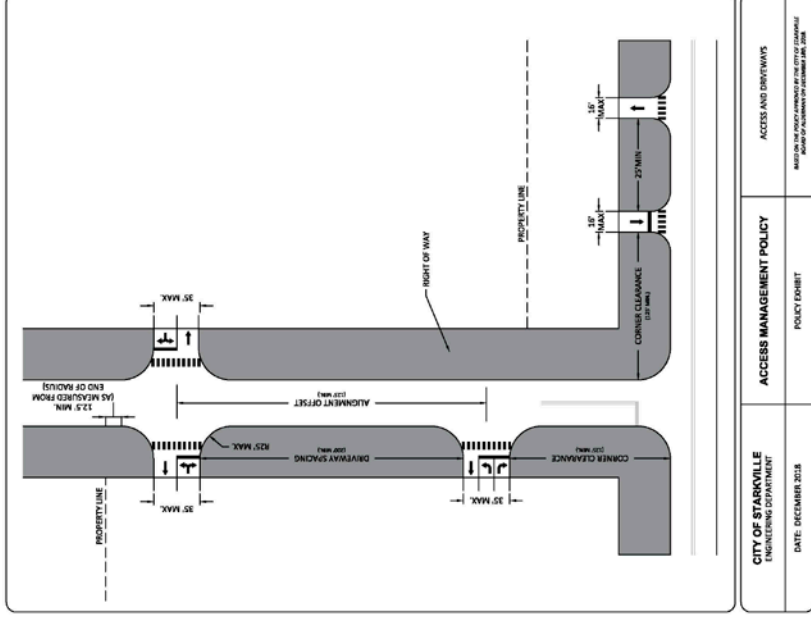
4. **Location of Access Points:** The location of access points shall be based on the following criteria:

- a. The access point shall not conflict with vehicle turning movements.
 - b. The access point shall be located at least 125 feet from an intersection of a public or non-City owned roadway as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
 - c. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be right-in/right-out only and may not be allowed closer than 50 feet from the near edge of the intersection street.
 - d. Unless the driveway access is shared by multiple lots, the flared portion or curb return shall be located 12.5 feet from the boundary line so as to not encroach on adjacent property frontage as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
 - e. When an applicant's lot has frontage on more than one street, access shall be given from the lower functional road to the extent possible.
5. In special circumstances, the City Engineer may require a right-in/right-out access if sight distance is limited, high left turn volume is anticipated or other issues may create an unsafe situation for the traveling public.
6. Alignment: Access points shall align with opposing driveway approaches, if any or

shall be offset by at least 125 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

7. Width: Non-residential driveways shall be:

- a. A maximum of 46 feet in drivable surface width for a one-way driveway.
 - b. A maximum of 35 feet in drivable surface width for a two-way driveway.
8. **Driveway Radius:** The maximum allowable driveway radius is 25 feet unless approved by the City Engineer based on documentation provided by the applicant justifying the need for a larger radius based on specific site transportation needs.
9. **Traffic Impact Study:** The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate 100 or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
10. Cross-access may be required as specified in Section 14.10.2.F of the Unified Development Code.
11. Appeals: Appeals of staff decisions regarding access may be appealed to the Board of Adjustment & Appeals.

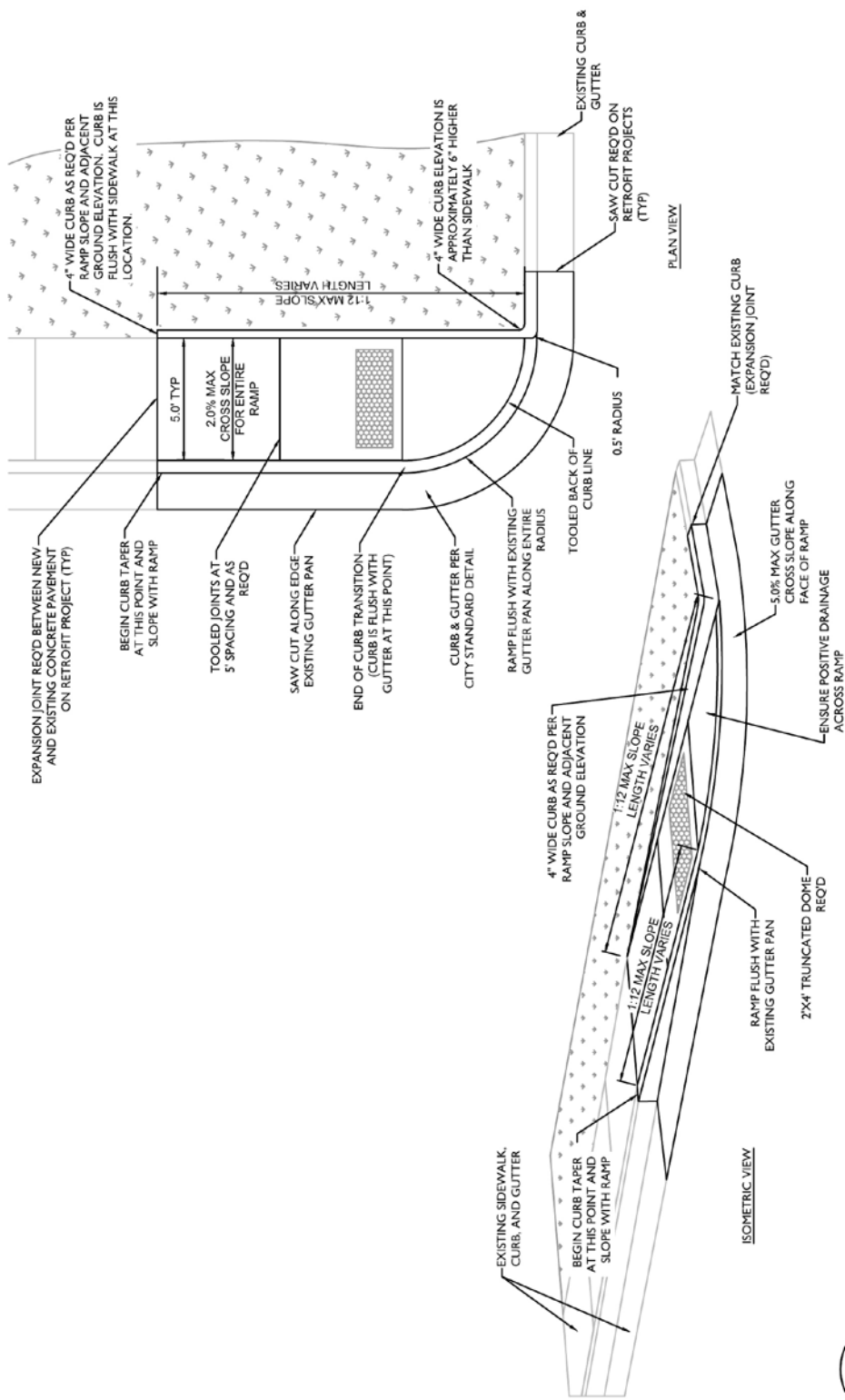


CHAPTER 14. ADMINISTRATIVE ADJUSTMENT & VARIANCE PROCESS

The requirements set forth in this manual, *The City of Starkville Standards of Design and Specifications*, shall be considered the minimum requirements and will be required for all developments as outlined in Chapter 1. Applicability. Any request for a minor deviation from the requirements of this manual may be processed as an Administrative Adjustment in accordance with Section 3.6 of the Unified Development Code. The City Engineer shall determine classification of the request. If an Administrative Adjustment request is denied or the request is determined to be more substantial than a minor deviation, the request shall be processed as a Variance in accordance with Section 3.7 of the Unified Development Code.

APPENDIX A: STANDARD DETAILS & DRAWINGS

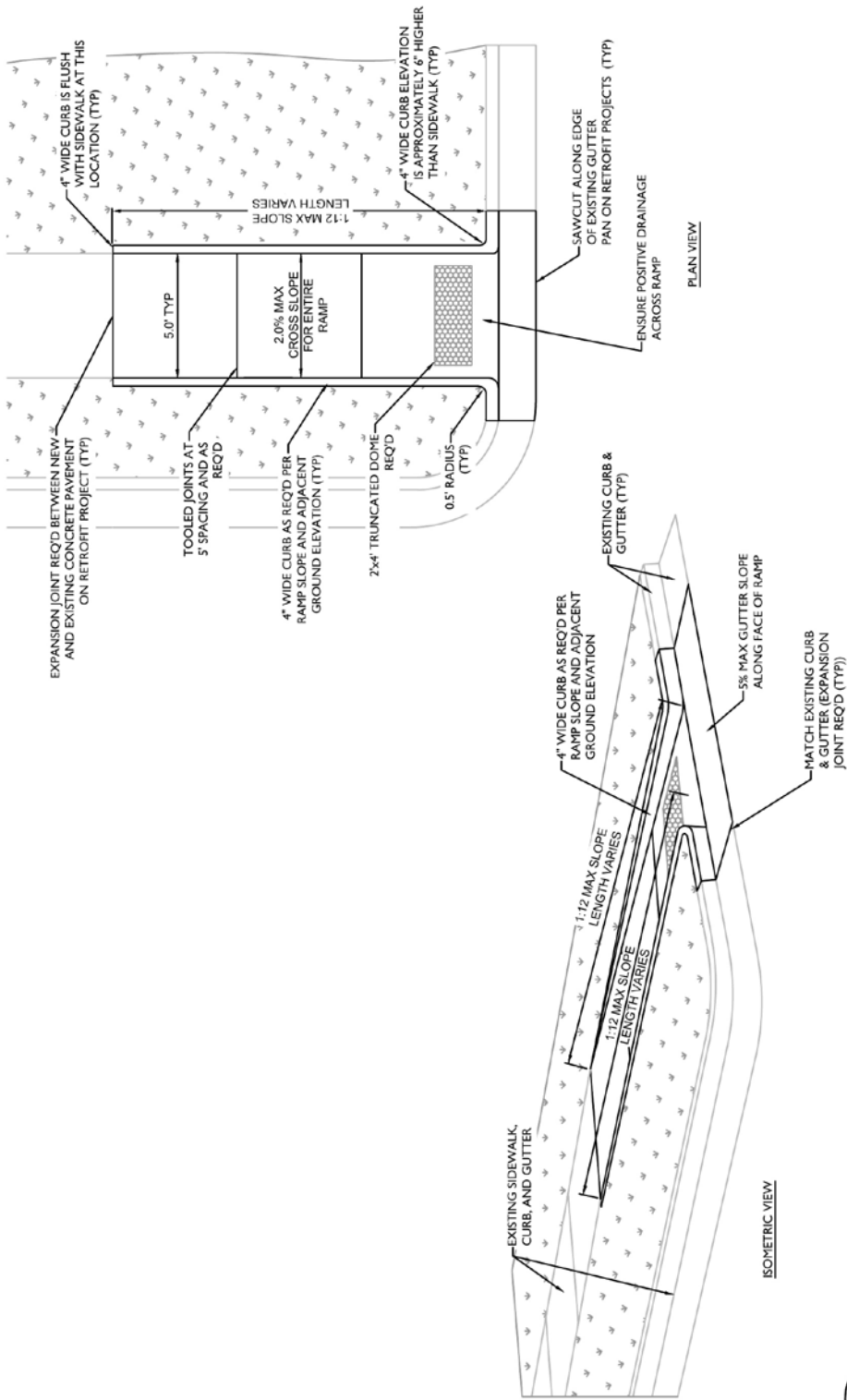
Following are the current City of Starkville Standard Details & Drawings. This section will be updated as additional drawings become available.



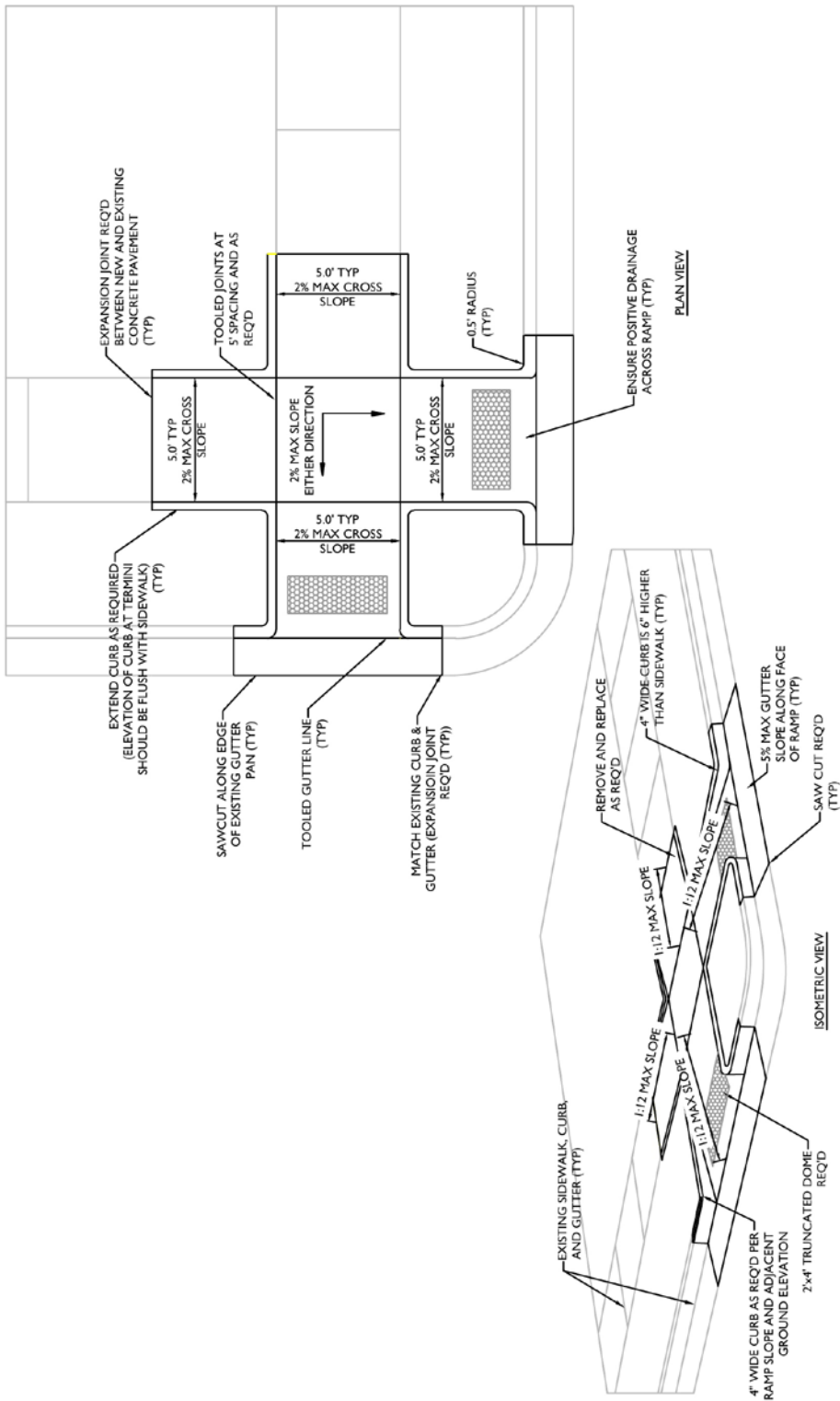
I ADA-01- ADA ACCESSIBLE RAMP - TYPE 1 - PLAN & ISOMETRIC VIEW

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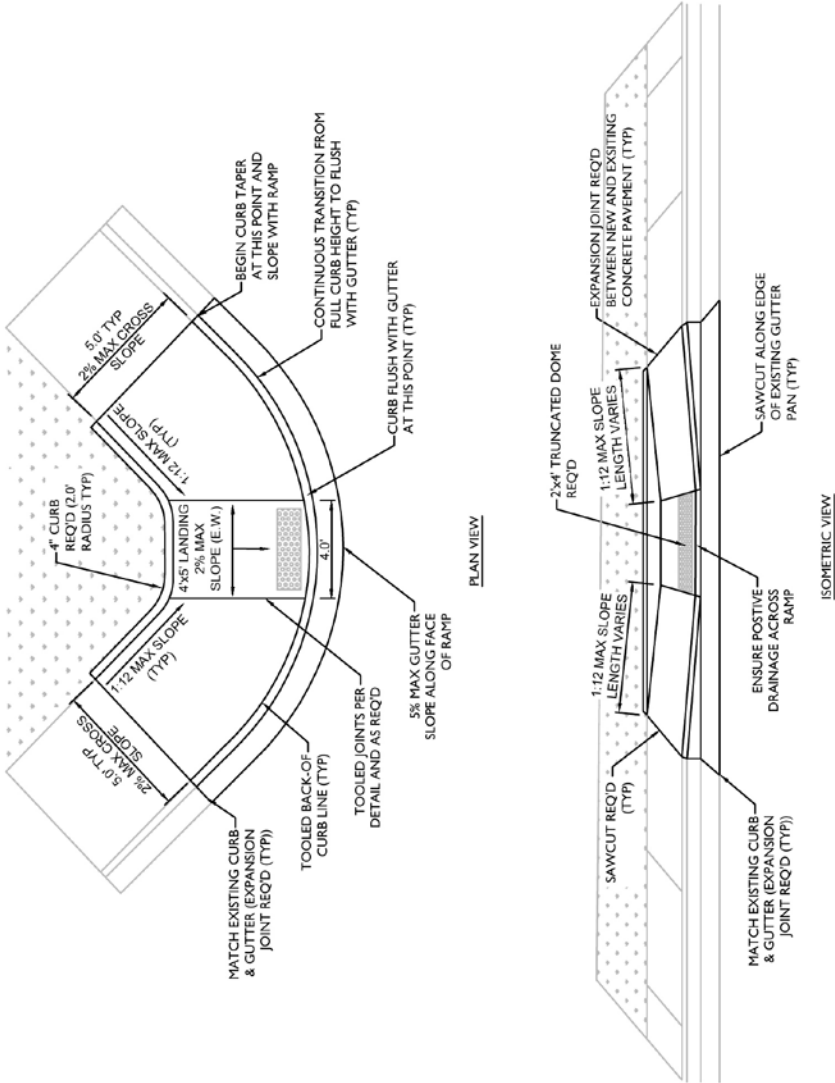
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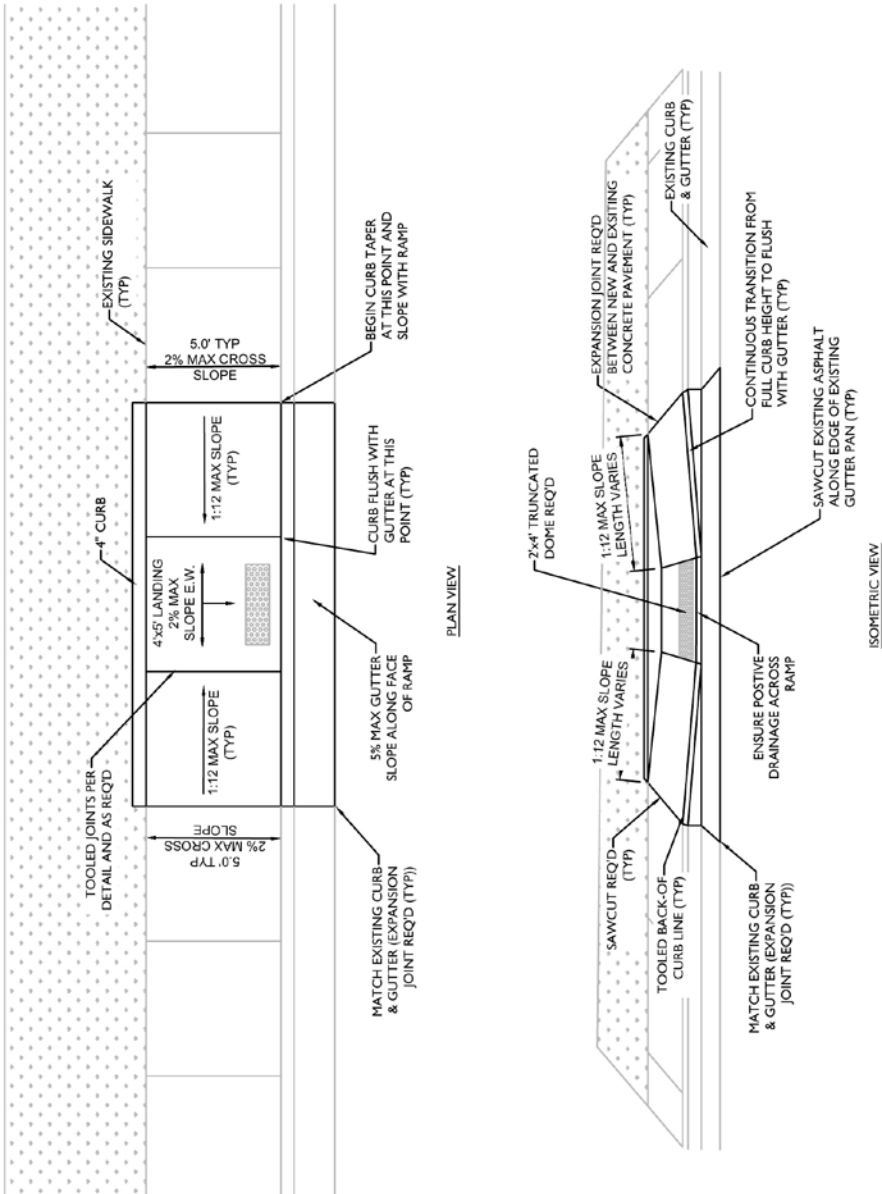
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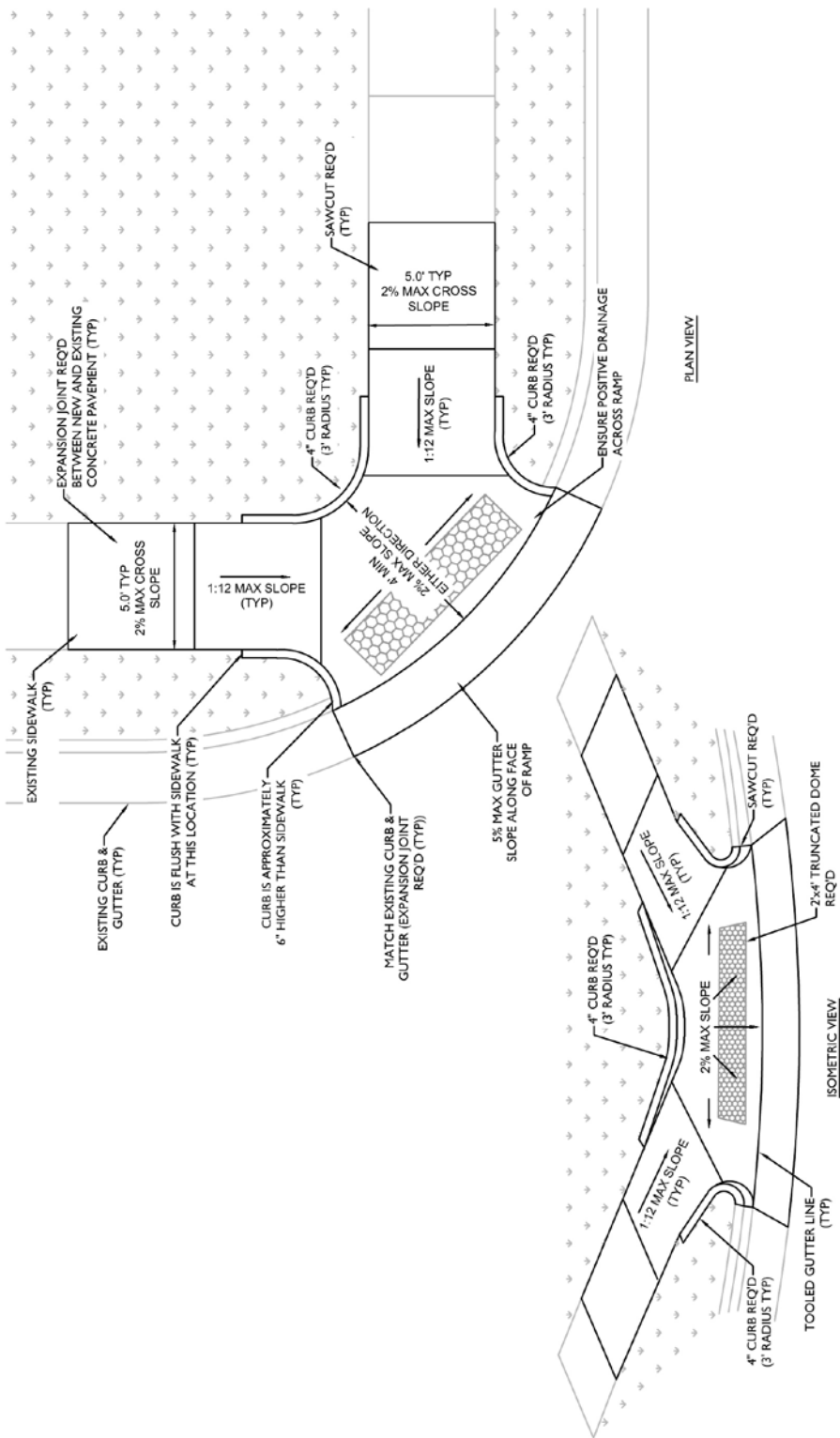
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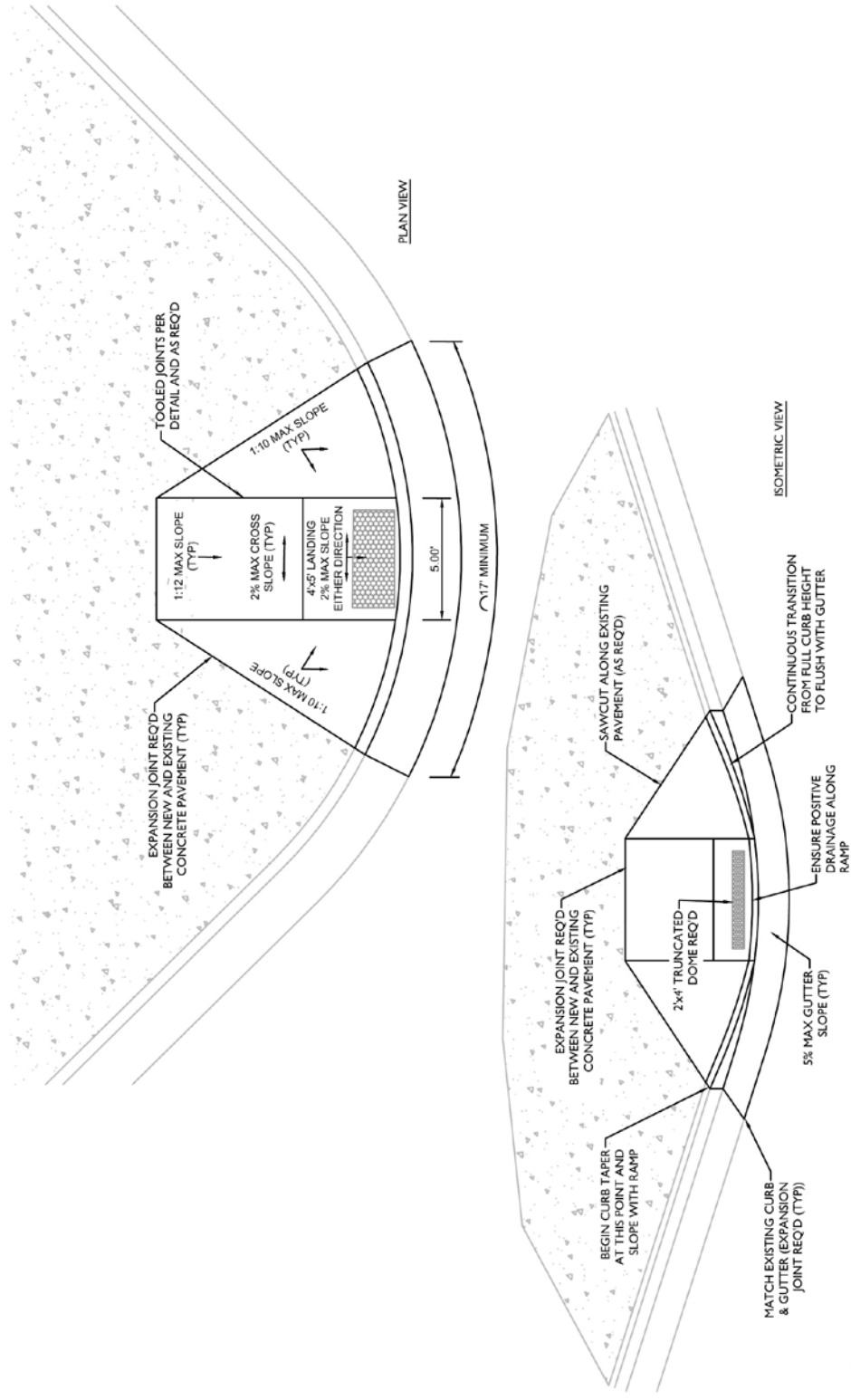
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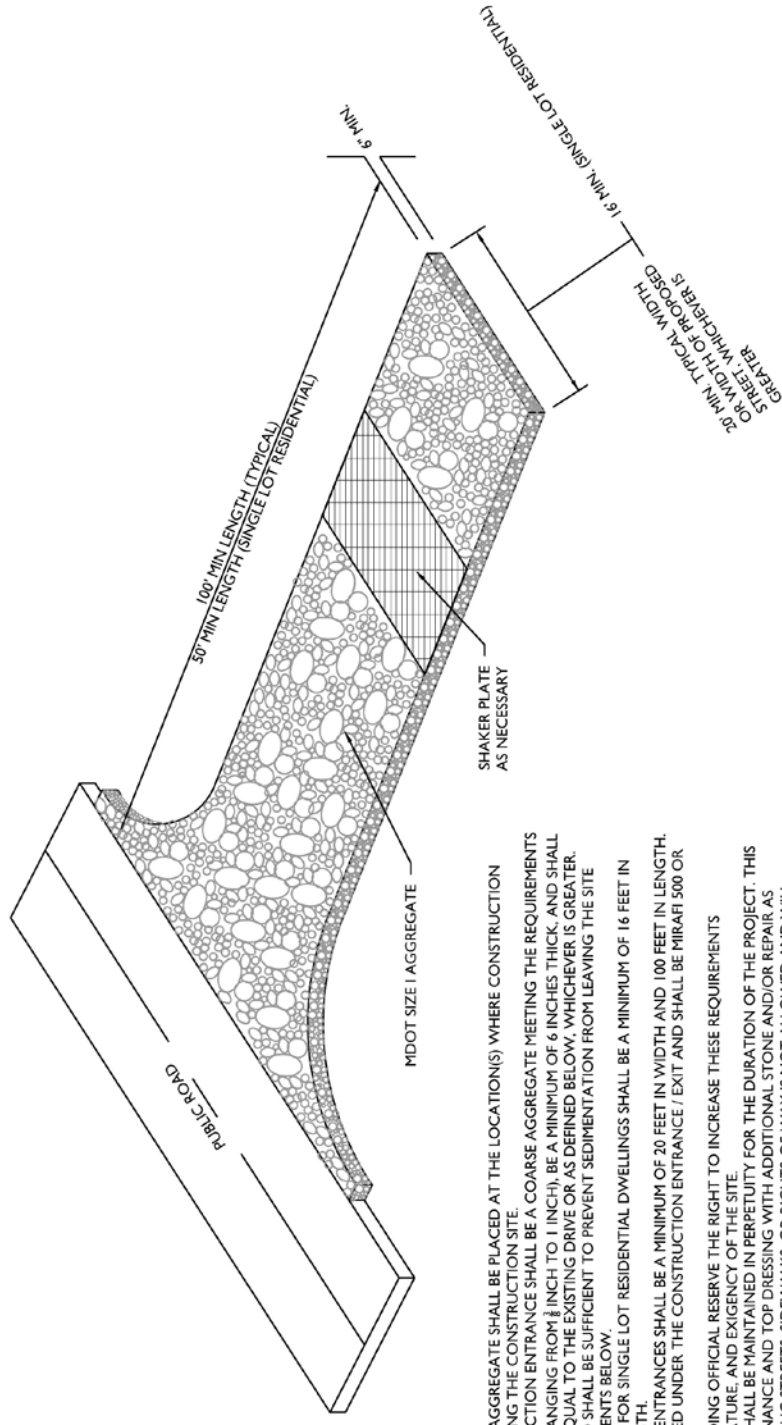
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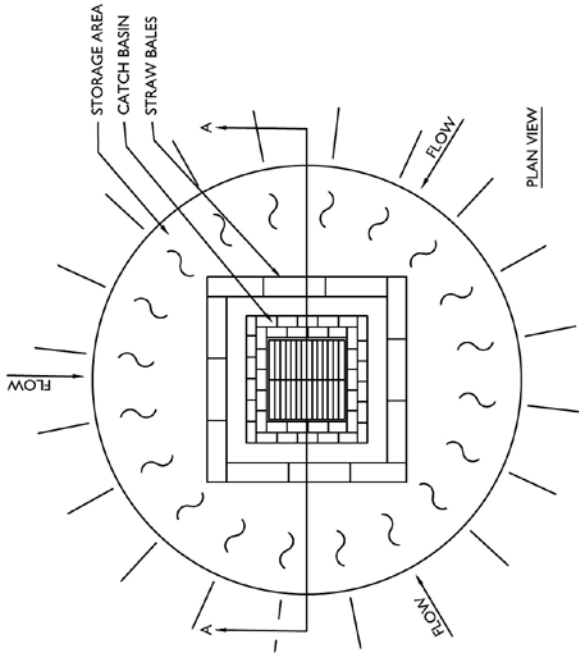
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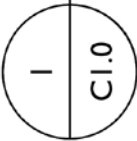
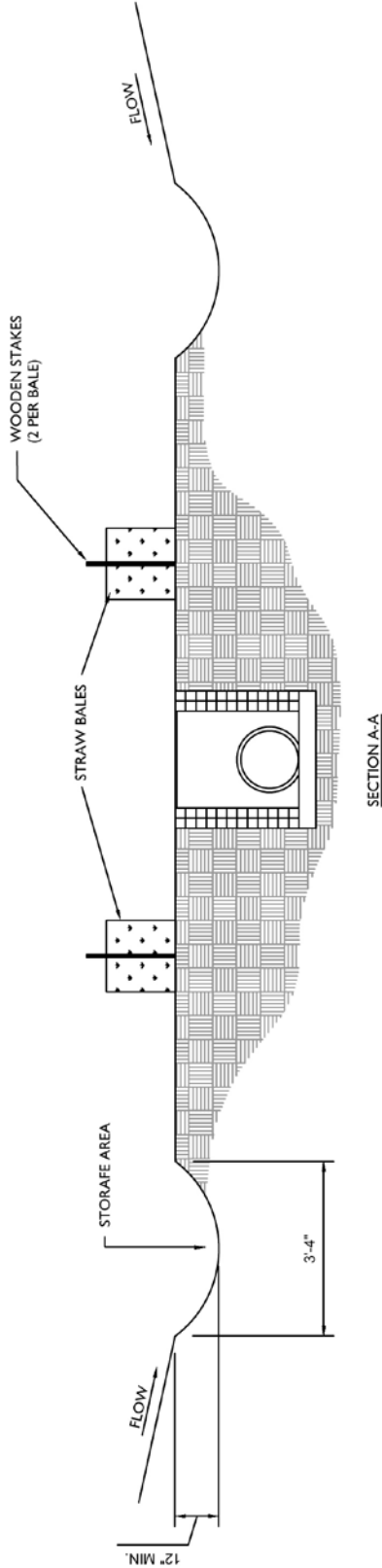
GENERAL NOTES

1. A STABILIZED PAD OF CRUSHED AGGREGATE SHALL BE PLACED AT THE LOCATION(S) WHERE CONSTRUCTION TRAFFIC IS ENTERING AND LEAVING THE CONSTRUCTION SITE.
2. STONE USED FOR THE CONSTRUCTION ENTRANCE SHALL BE A COARSE AGGREGATE MEETING THE REQUIREMENTS FOR FOOT SIZE 1 AGGREGATE (RANGING FROM $\frac{3}{4}$ INCH TO 1 INCH). BE A MINIMUM OF 6 INCHES THICK, AND SHALL BE PLACED A MINIMUM WIDTH EQUAL TO THE EXISTING DRIVE OR AS DEFINED BELOW, WHICHEVER IS GREATER. THE LENGTH OF THE STONE PAD SHALL BE SUFFICIENT TO PREVENT SEDIMENTATION FROM LEAVING THE SITE AND ADHERE TO THE REQUIREMENTS BELOW.
 - CONSTRUCTION ENTRANCES FOR SINGLE LOT RESIDENTIAL DWELLINGS SHALL BE A MINIMUM OF 16 FEET IN WIDTH, AND 50 FEET IN LENGTH.
 - ALL OTHER CONSTRUCTION ENTRANCES SHALL BE A MINIMUM OF 20 FEET IN WIDTH AND 100 FEET IN LENGTH.
 - FILTER FABRIC SHALL BE PLACED UNDER THE CONSTRUCTION ENTRANCE / EXIT AND SHALL BE MIRAF 500 OR AN APPROVED EQUAL.
 - THE CITY ENGINEER OR BUILDING OFFICIAL RESERVE THE RIGHT TO INCREASE THESE REQUIREMENTS DEPENDING ON THE TYPE, NATURE, AND EXIGENCY OF THE SITE.
3. A CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN PERPETUITY FOR THE DURATION OF THE PROJECT. THIS MAY REQUIRE PERIODIC MAINTENANCE AND TOP DRESSING WITH ADDITIONAL STONE AND/OR REPAIR AS NEEDED. TRACK OUT ONTO PUBLIC STREETS, SIDEWALKS, OR RIGHTS-OF-WAY IS NOT ALLOWED AND WILL RESULT IN AN IMMEDIATE STOP WORK ORDER.
4. CONSTRUCTION TRAFFIC WHEELS SHOULD BE CLEANED AS NECESSARY TO REMOVE SEDIMENT PRIOR TO LEAVING THE SITE. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS TO AN APPROVED SEDIMENT BASIN AND NOT DIRECTLY TO A STORM DRAIN OR DRAINAGE WAY. SHAKER PLATES MAY BE REQUIRED BY THE CITY ENGINEER BASED ON PROPOSED WORK ACTIVITY, FREQUENCY OF TRAFFIC, CLASSIFICATION OF ROADWAY, AND TOPOGRAPHICAL CONDITIONS.
5. ALL CONSTRUCTION ENTRANCES SHALL CONFORM TO THE MDEQ HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS CHAPTER ON CONSTRUCTION-EXIT PAD (CEP) OR THE CITY'S EROSION CONTROL REQUIREMENTS, WHICHEVER IS MORE STRINGENT.
- 6.



GENERAL NOTES:

1. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH MANNER THAT IT WILL NOT ERODE.
2. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN, AND REPAIRS MADE AS NEEDED.
3. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION SHALL BE MINIMIZED.
4. THE SEDIMENT TRAP SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.



EC-02 - EROSION CONTROL - PROTECTED DRAINAGE AREA INLET

NTS

SEEDBED PREPARATION

APPLY: AGRICULTURAL LIMESTONE - 4 TONS / ACRE
FERTILIZER - 1 TON / ACRE - 131/313
MULCH - 2 TONS / ACRE - SMALL GRAIN STRAW

- 1. SURFACE WATER CONTROL MEASURE TO BE INSTALLED ACCORDING TO PLAN. COMPLETE GRADING BEFORE PREPARING SEEDBED.
- 2. AREAS TO BE SEEDBED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOPSOIL 3" DEEP ON SLOPES 2:1 OR FLATTER. TOTAL SEEDBED PREPARED DEPTH SHALL BE 4" TO 6" DEEP. IF SOILS ARE COMPACTED DURING GRADING, LOOSEN TO A DEPTH OF 6" TO 8".
- 3. LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM THE SURFACE TO PREVENT INTERFERENCE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION.
- 4. APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS. SOILS WITH pH HIGHER THAN 6 NEED NOT BE LIMED. IF pH IS NOT KNOWN, APPLY LIME ACCORDING TO SEEDING SPECIFICATIONS BELOW. APPLY LIMESTONE AND INCORPORATE INTO TOP 4" TO 6" OF SOIL.
- 5. APPLY FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATION. IF NO SOIL TEST HAS BEEN PERFORMED, APPLY FERTILIZER ACCORDING TO SEEDING SPECIFICATIONS.
- 6. ROUGHEN SEEDBED SURFACE PRIOR TO APPLICATION. GROOVE OR FURROW SLOPES STEEPER THAN 3:1.
- 7. DON'T TEMPORARY SEEDING OF AREAS WHICH WILL NOT BE BROUGHT TO FINAL GRADE FOR MORE THAN 30 WORKING DAYS. FOLLOW THE TEMPORARY SEEDING SPECIFICATIONS.
- 8. MULCH SHALL BE APPLIED AT THE RATE OF 4000 LB / ACRE STRAW.

SEED SPECIFICATIONS

PERMANENT SEEDING
SPRING & SUMMER SEEDING MIXTURE
(MARCH 1 TO AUGUST 31)

SPECIES	RATE (lb/acre)
COMMON BERMUDA GRASS	15
BAHIA GRASS	40

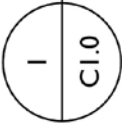
FALL & WINTER SEEDING MIXTURE
(SEPTEMBER 1 TO NOVEMBER 15)

SPECIES	RATE (lb/acre)
COMMON BERMUDA GRASS	15
BAHIA GRASS	40
FESCUE (K1-31)	15
SERICEA LESPEDEZA	25

TEMPORARY SEEDING

SPECIES	RATE (lb/acre)
FESCUE (KY-31)	100

MAINTENANCE
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED. REFERTILIZE AND
MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.



EC-03 - EROSION CONTROL - SEEDBED PREPARATION & SEED SPECIFICATIONS

NTS

GENERAL EPSC NOTES

1. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE TO GUIDELINES SET FORTH BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ), THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), AND THE CITY OF STARKVILLE UNIFIED DEVELOPMENT CODE.
1. THESE REQUIREMENTS SHALL APPLY TO ALL LAND DISTURBANCE ACTIVITIES GREATER THAN 1000 SQUARE FEET OR WHICH REQUIRES A BUILDING PERMIT, WHICHEVER IS SMALLER.
2. ALL DOWNSTREAM PROPERTIES / PARCELS / LAND ADJACENT TO A LAND DISTURBANCE SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION. SEDIMENT TRAPPINGS AND PROTECTION SHALL BE IN PLACE, FUNCTIONING AND APPROVED, ACCORDING TO THE CONTROL MEASURE PERMIT, BEFORE UPSLOPE LAND IS DISTURBED.
3. FOR PROJECT SITES GREATER THAN OR EQUAL TO 5 ACRES, A SEDIMENTATION POND IS REQUIRED. THE INSTALLATION OF THE POND SHALL OCCUR PRIOR TO THE MASS GRADING OF THE SITE AND SHALL BE CONSIDERED A PART OF THE CONTROL MEASURES PERMIT.
4. CONSTRUCTION ENTRANCE AGGREGATE IS REQUIRED AT ANY POINT WHERE CONSTRUCTION TRAFFIC WILL BE LEAVING THE CONSTRUCTION SITE. THE REQUIREMENTS OF CONSTRUCTION ENTRANCES SHALL BE IN ACCORDANCE WITH EC-18 EROSION CONTROL CONSTRUCTION ENTRANCE STANDARD DETAIL.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND FUNCTIONALITY FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASES LESS THAN ONCE PER WEEK.
6. SEDIMENT WILL BE REMOVED FROM SEDIMENT TRAPS AND INLET PROTECTION DEVICES WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED. GRAVEL SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY. AGGREGATE IN A CONSTRUCTION ENTRANCE MAY REQUIRE TOP DRESSING, REMOVAL, OR REPLACEMENT IF IT BECOMES INTRUDED WITH SEDIMENT AND BECOMES INEFFECTIVE.
7. SEDIMENT SHALL BE REMOVED ALONG SILT FENCES WHEN IT REACHES A DEPTH OF 6 INCHES AT THE FENCE. THE SILT FENCE SHALL BE REPAIRED AS NECESSARY.
8. PERMANENT EROSION CONTROL MEASURES SHALL BE APPLIED TO DENUDED AREAS WHICH HAVE BEEN EITHER PARTIALLY OR WHOLLY CLEARED OR REMOVED BY DEVELOPMENT ACTIVITIES WITHIN 7 DAYS AFTER THE FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. SOIL STABILIZATION SHALL ALSO BE APPLIED WITHIN 7 DAYS TO ANY DENUDED AREA WHICH MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED BY CONSTRUCTION ACTIVITY) FOR LONGER THAN 14 DAYS. IF VEGETATION EROSION CONTROL METHODS, SUCH AS SEEDING, HAVE NOT GERMINATED TO A COVERAGE OF AT LEAST 90 PERCENT WITHIN 14 DAYS, THE CITY MAY REQUIRE THAT THE SITE BE RESEED, SODDED, OR STABILIZED WITH AN ALTERNATIVE COVER.
9. ANY TEMPORARY SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURE TO PREVENT EROSION. SOIL STOCKPILES MUST BE STABILIZED AT THE END OF EACH WORK WEEK OR IF A RAIN EVENT IS PREDICTED.
10. CLEARING AND GRADING OF NATURAL RESOURCES SUCH AS WETLANDS, WATERWAYS, AND WATERCOURSES SHALL NOT BE PERMITTED EXCEPT WHEN IN COMPLIANCE WITH ALL OTHER CHAPTERS OF THE UDC AND ANY AND ALL FEDERAL, STATE, AND LOCAL REGULATIONS. CLEARING TECHNIQUES THAT RETAIN NATURAL VEGETATION AND NATURAL DRAINAGE PATTERNS ARE STRONGLY ENCOURAGED.
11. FOR NATURAL OR MANMADE STREAMS AND / OR WATERCOURSES, A BUFFER AREA WITHIN THE FRONT, SIDE, AND REAR SETBACKS IS REQUIRED. THE BUFFER AREA CAN EITHER BE THE EXISTING VEGETATION THAT IS LEFT UNDISTURBED (IF THE EXISTING VEGETATION IS SUITABLE AND SUBSTANTIAL) OR RE-ESTABLISHED BY PLANTING NEW VEGETATION IF CLEARING OR GRUBBING IS REQUIRED WITHIN SETBACKS. IF SETBACKS ARE NOT REQUIRED, PERIMETER CONTROL MEASURES ARE EXPECTED TO ACT AS A BUFFER. THE BUFFER SHALL BE 15 FEET IN WIDTH AS MEASURED PERPENDICULAR TO THE TOP-OF-BANK.

EPSC CONSTRUCTION SEQUENCE

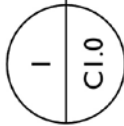
1. ANY EROSION CONTROL PLAN SHALL BE SUBMITTED DURING INFRASTRUCTURE / SITE PLAN REVIEW (OR BUILDING PERMIT REVIEW FOR PROJECTS NOT REQUIRING A SITE PLAN) THAT DETAILS ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE UTILIZED DURING CONSTRUCTION. THIS SHALL BE AN ENGINEERING DRAWING MEETING THE REQUIREMENTS SET FORTH IN THE UDC CHAPTER 16.8.3.8 EROSION CONTROL. REQUIRED INFORMATION AS A PART OF FINAL APPROVAL. THE APPLICANT SHALL INCLUDE ANY REQUIRED DOCUMENTS FROM MDEQ INCLUDING SWPPP, AND / OR CNOI PERMITS.
1. AFTER INFRASTRUCTURE / SITE PLAN APPROVAL AND PRIOR TO ANY LAND DISTURBANCE ACTIVITIES, THE OWNER AND / OR CONTRACTOR SHALL APPLY FOR A LAND DISTURBANCE PERMIT (LDP) WHICH SHALL BE IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN AS A PART OF THE APPROVED INFRASTRUCTURE / SITE PLAN. THIS PERMIT SHALL BE PLACED ON HOLD UNTIL THE SUBSEQUENT REQUIREMENTS HAVE BEEN MET.
2. AT THIS TIME, THE BUILDING DEPARTMENT WILL ISSUE A CONTROL MEASURES PERMIT (CMP) WHICH SPECIFIES THE INITIAL EROSION AND SEDIMENT CONTROL DEVICES TO BE INSTALLED. THESE INCLUDE BUT ARE NOT LIMITED TO PERIMETER SILT FENCING, CONSTRUCTION ENTRANCES, HEAVY DUTY CONCRETE APRON (IF APPLICABLE), PROTECTION OF EXISTING STORY-WATER STRUCTURES OR CONVEYANCES SYSTEMS, SEDIMENTATION POND (IF APPLICABLE), ETC. THE EXTENTS OF THE CMP AND THE DEVICES INCLUDED THEREIN SHALL BE APPROVED AS A PART OF THE INFRASTRUCTURE / SITE PLAN REVIEW. NO LAND DISTURBANCE ACTIVITIES OUTSIDE OF THOSE SPECIFICALLY LISTED IN THE CMP SHALL BE ALLOWED.
3. AFTER ALL DEVICES AND MEASURES ASSOCIATED WITH THE CMP HAVE BEEN INSTALLED, THE CONTRACTOR / OWNER SHALL REQUEST AN INSPECTION FROM THE CITY INSPECTOR. UPON A SATISFACTORY INSPECTION OF THE INITIAL CONTROL MEASURES, THE BUILDING DEPARTMENT SHALL RELEASE THE LDP WHICH WILL ALLOW THE CONTRACTOR TO BEGIN LAND DISTURBANCE ACTIVITIES ON THE SITE.
4. PROVIDE ADEQUATE TREE PROTECTION MEASURES.
5. CONSTRUCT DETENTION BASIN(S) OR SEDIMENT BASINS AS DESIGNATED ON PLANS.
6. STRIP AND STOCKPILE TOPSOIL. INSTALL SILT FENCE AROUND PERIMETER.
7. DIVERT UPSTREAM WATER VIA CONTOURING OR OTHER CONTROLS.
8. MASS GRADE / ROUGH GRADE SITE, CONSTRUCT DIVERSIONS AND INTERMEDIATE EROSION CONTROL DEVICES.
9. INSTALL STORM DRAINAGE CULVERTS, INLETS AND OTHER STRUCTURES AND INSTALL INLET / OUTLET PROTECTION.
10. PLANT TEMPORARY VEGETATION ON DISTURBED AREAS.
11. CONSTRUCT SITE IMPROVEMENTS.
12. FINAL GRADING, ROUGHEN SLOPES AND VEGETATE.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES, VEGETATING THESE AREAS AND CONVERT SEDIMENT BASIN TO DETENTION BASIN.

HOUSEKEEPING PRACTICES

1. ALL EQUIPMENT MAINTENANCE AND REPAIR WILL BE DONE OFFSITE. TRASH CANS WILL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE. THE MAIN TRASH COLLECTION BIN WILL BE LOCATED ON THE NORTHEAST CORNER OF THE SITE AND WILL BE PICKED UP WEEKLY BY THE CITY. PAINTS, SOLVENTS, FERTILIZERS, OR ANY OTHER POTENTIALLY TOXIC MATERIALS WILL NOT BE STORED ONSITE. PORTABLE SANITARY FACILITIES WILL BE PROVIDED FOR CONSTRUCTION WORKERS. THERE WILL BE A DESIGNATED AREA FOR CONCRETE TRUCK WASH OFF.

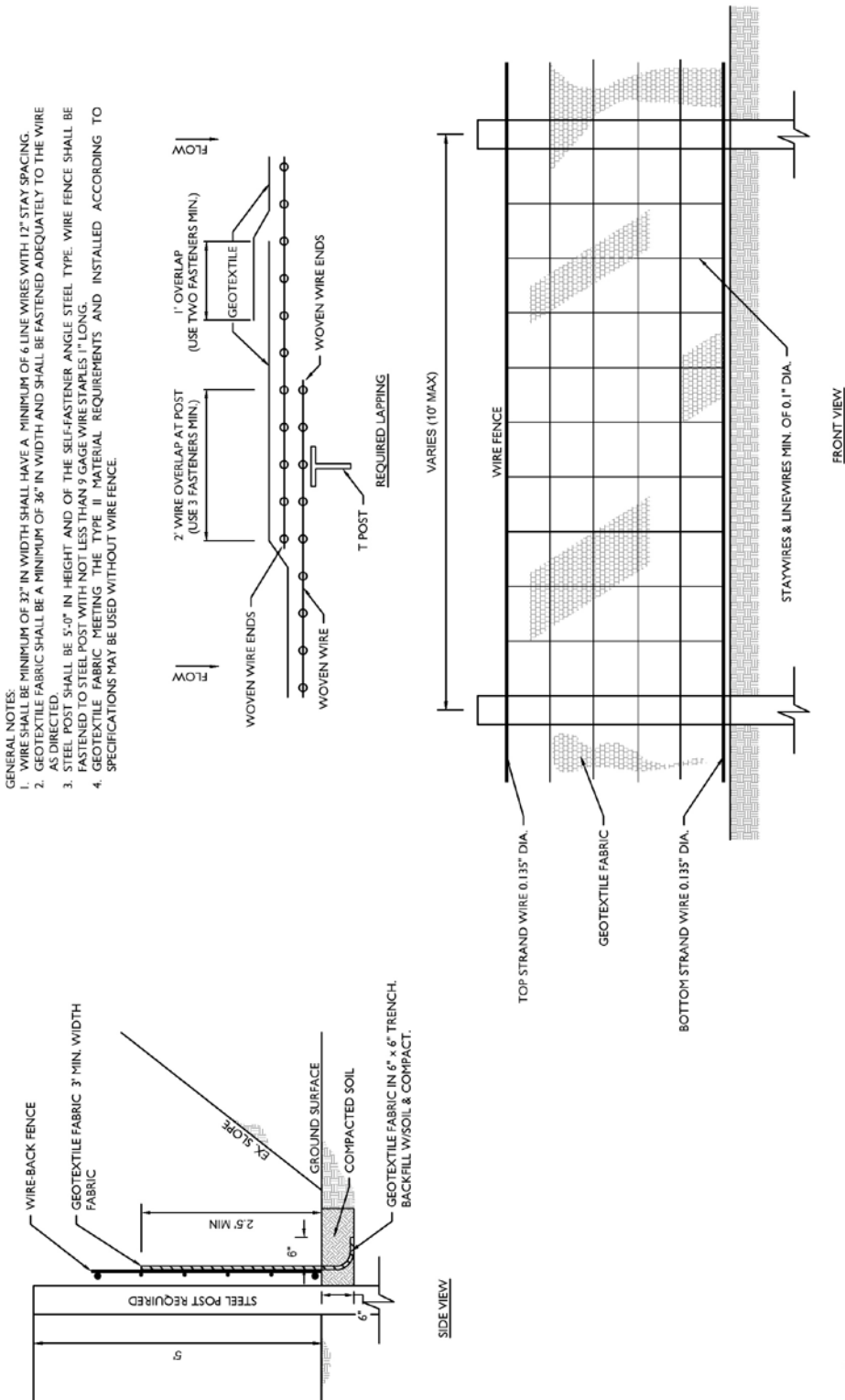
MAINTENANCE PLAN

1. CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK. MAKE NEEDED REPAIRS WITHIN 24 HOURS. REMOVE SEDIMENT FROM THE BASIN, INLET PROTECTION DEVICES AND SILT FENCES WHEN ACCUMULATED SEDIMENT HAS REACHED 50 PERCENT CAPACITY. REPLACE NON-FUNCTIONAL SILT FENCE. MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER - RESEED, FERTILIZE, AND MULCH AS NEEDED.



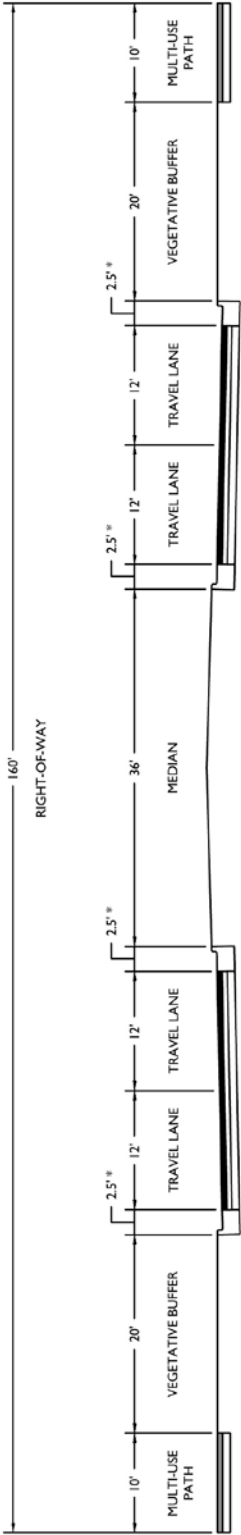
EC-04 - EROSION CONTROL - EPSC NOTES AND CONSTRUCTION SEQUENCE

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EC-05 - EROSION CONTROL - SILT FENCE STANDARD DETAIL

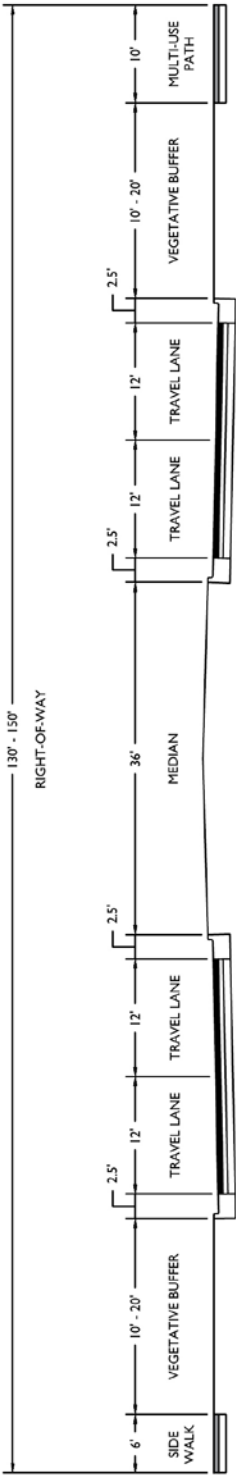
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N.T.S.

* CURB & GUTTER OPTIONAL FOR ARTERIAL PARKWAY
** BIKE LANES OPTIONAL AND MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

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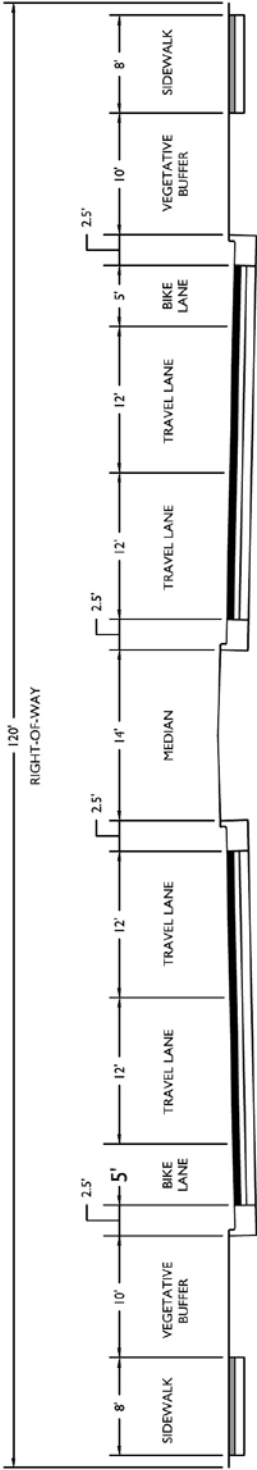
* BIKE LANES OPTIONAL AND MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

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ST-02 - ARTERIAL - BOULEVARD

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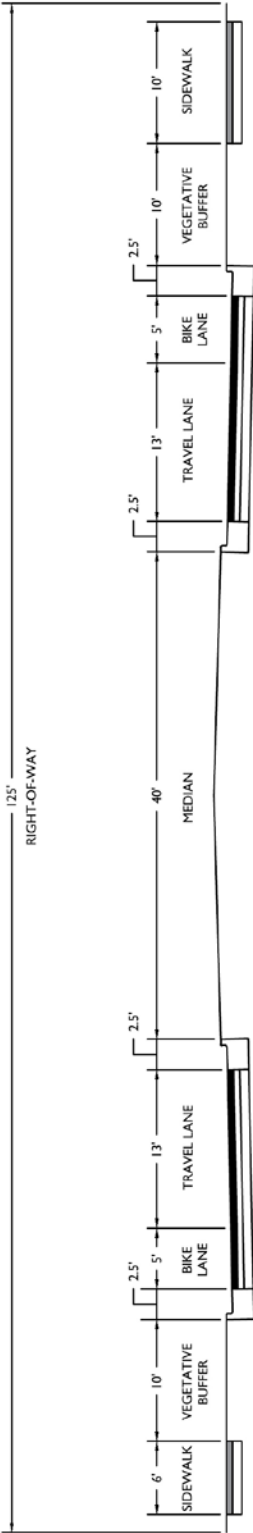
* BIKE LANES REQUIRED

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ST-03 - MAJOR COLLECTOR - BOULEVARD

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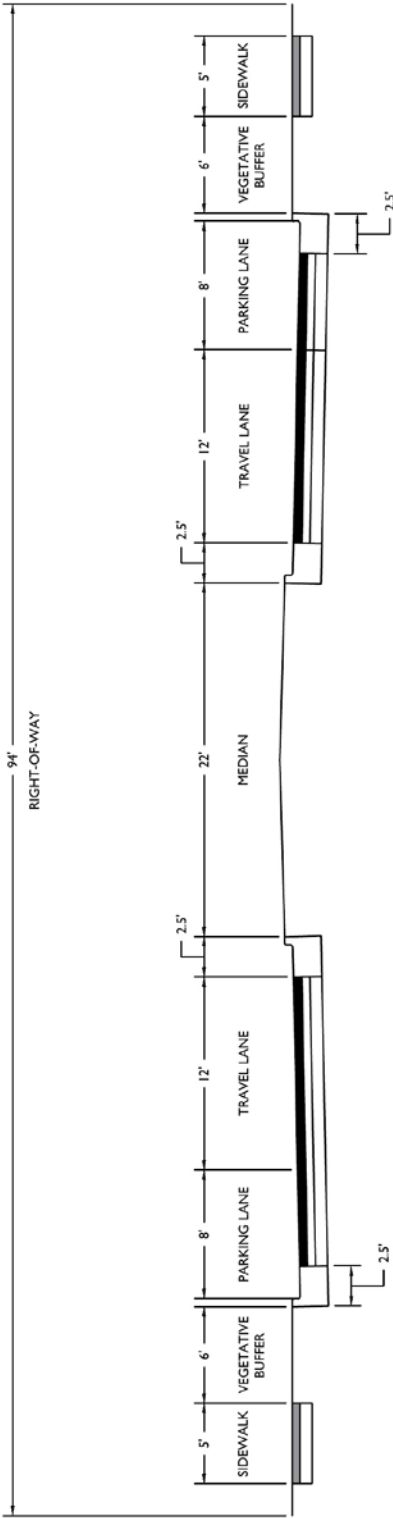
* BIKE LANES REQUIRED

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ST-04 - MAJOR COLLECTOR - AVENUE

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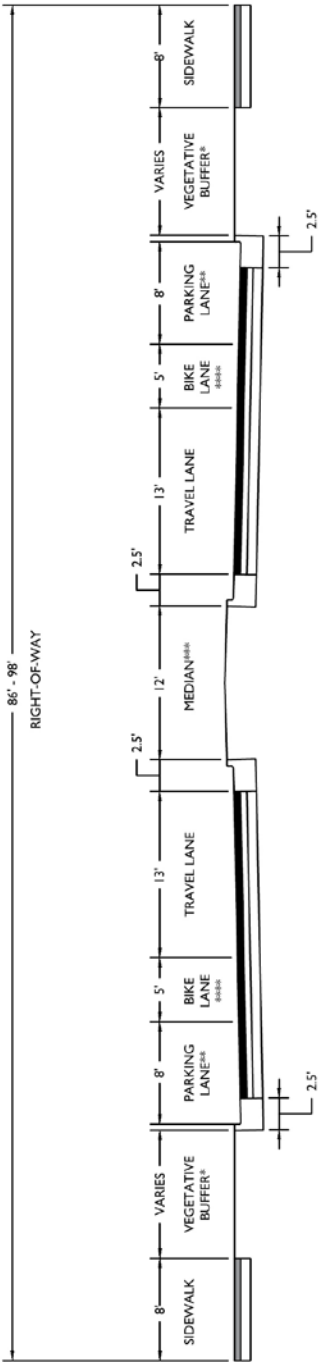
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NTS



N.T.S.

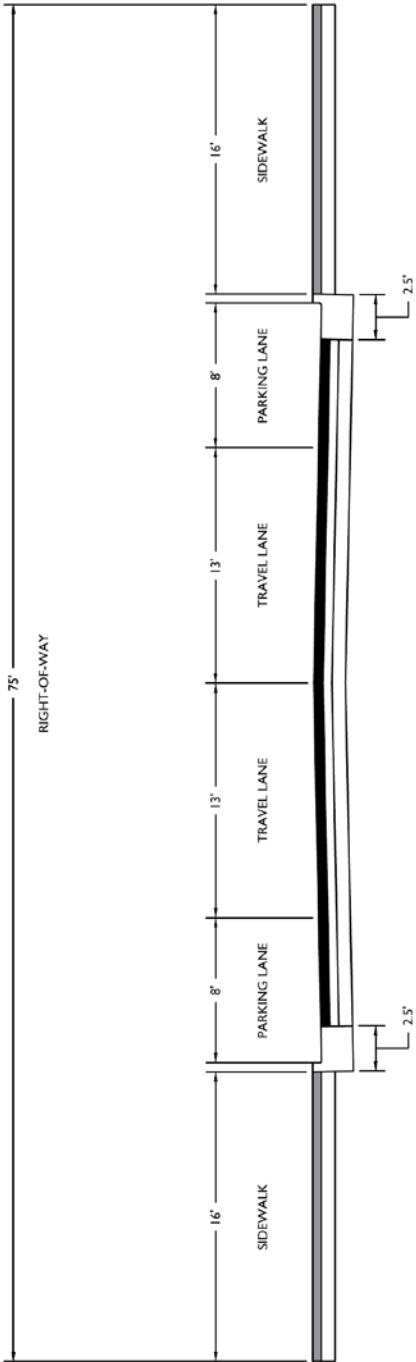
*** MAY BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.
**** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE.
***** MAY NOT BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.
***** BIKE LANES OPTIONAL

I

ST-06 - MINOR COLLECTOR - AVENUE

C1.0

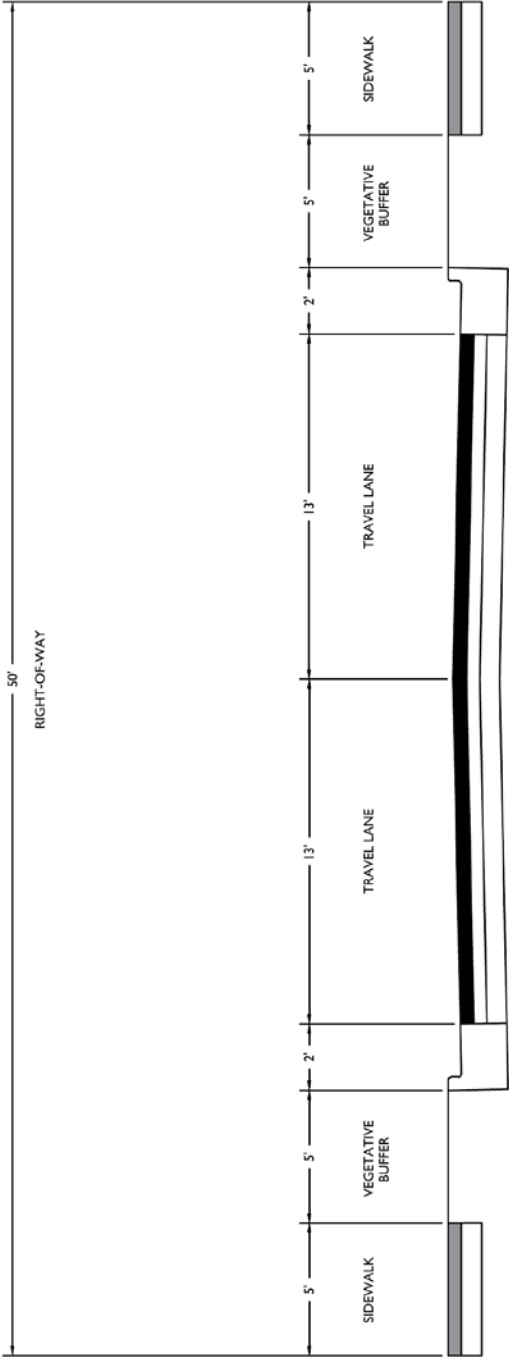
NTS



N.T.S.

* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

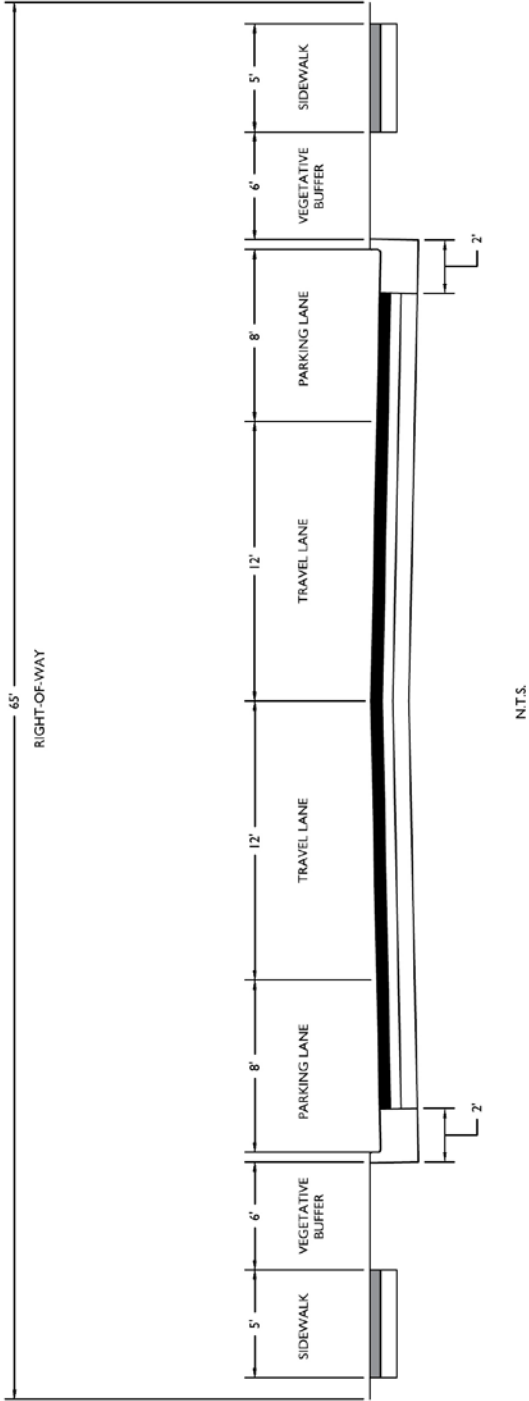
I ST-07 - MINOR COLLECTOR - MAIN CI.0	NTS
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N.T.S.

* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

I C1.0	ST-08 - MINOR COLLECTOR - LOCAL	NTS
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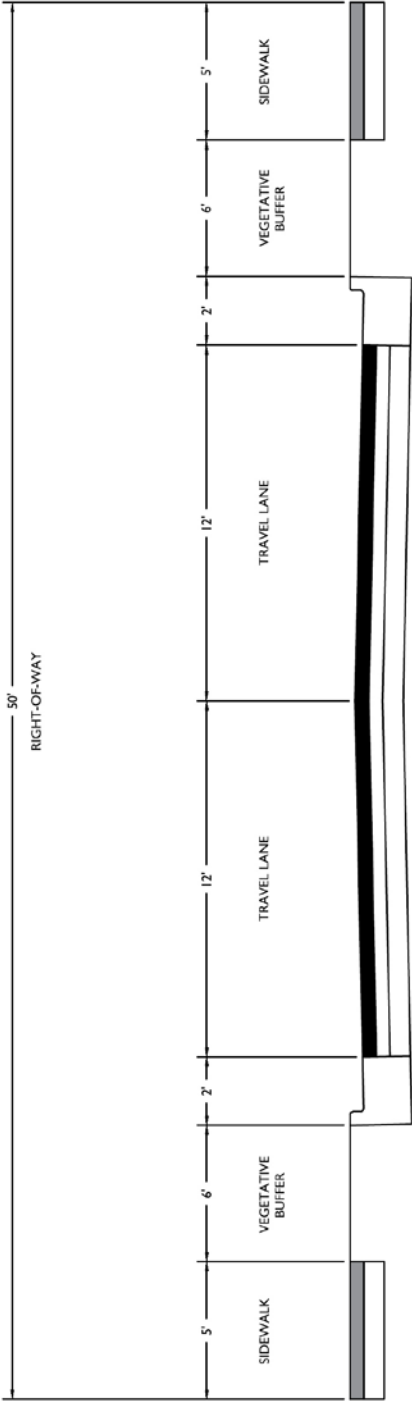


* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

I
C1.0

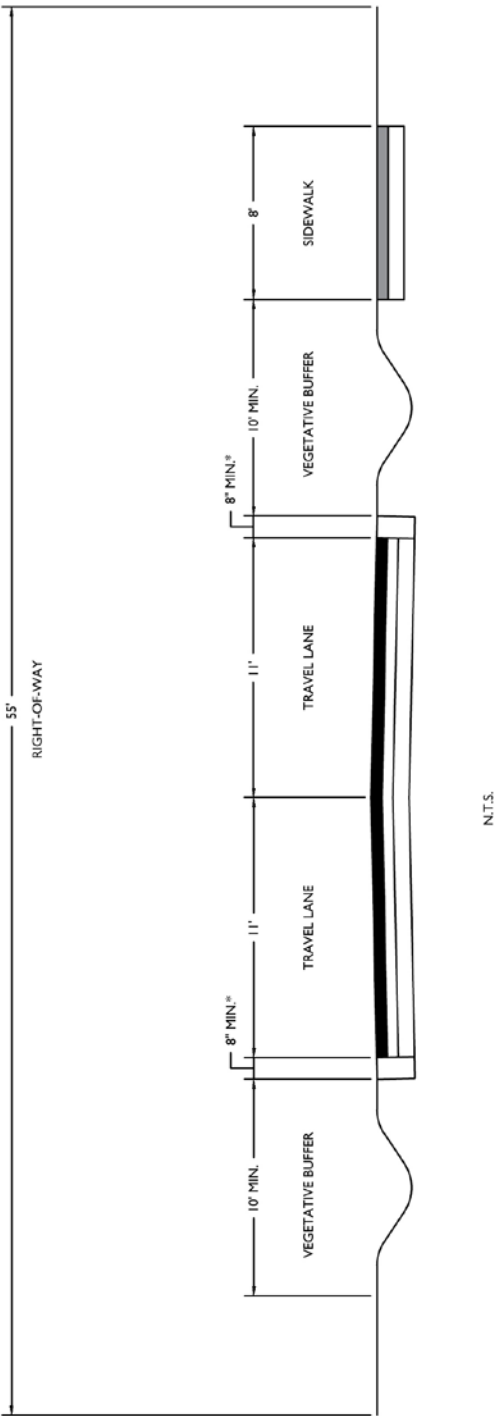
ST-09 - MINOR COLLECTOR (TRADITIONAL) - LOCAL

NTS



* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

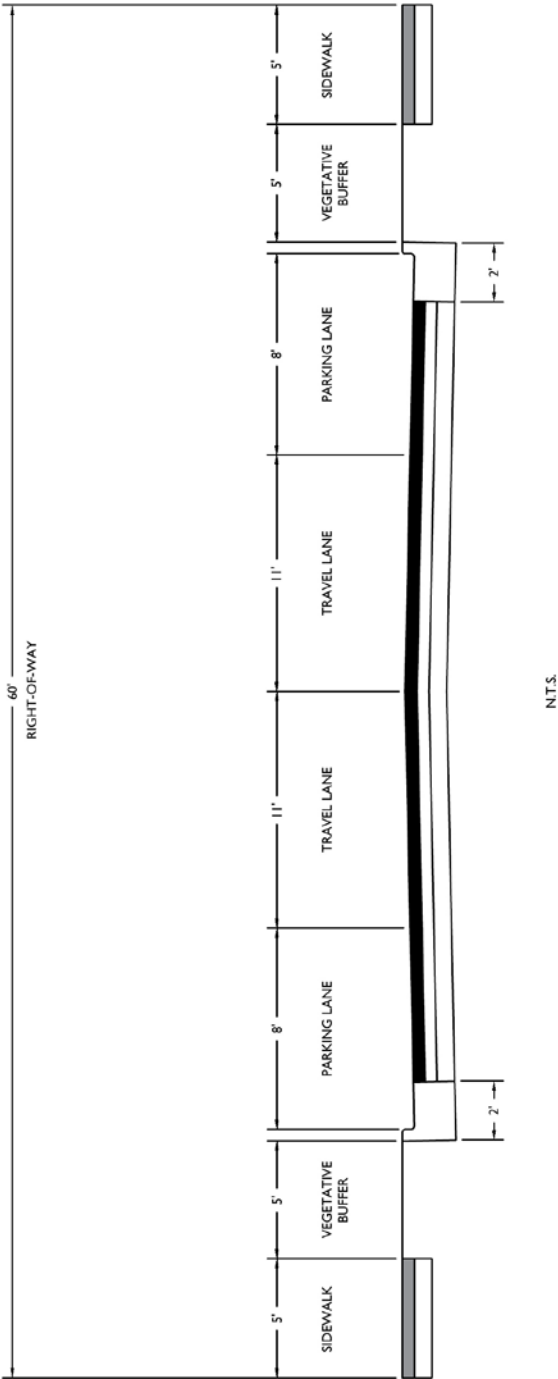
I C1.0	ST-10 - LOCAL DEAD END - LOCAL	NTS



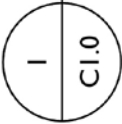
4. 8" MINIMUM RIBBON CURB REQUIRED.
4A. BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

I
ST-11 - LOCAL - SENSITIVE
C1.0

NTS

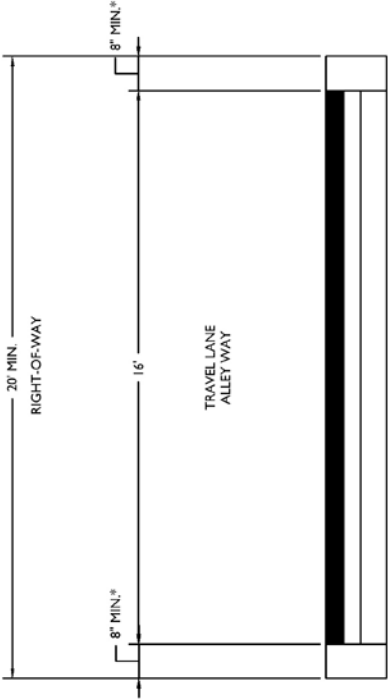


4 BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN



ST-12 - LOCAL (TRADITIONAL) - LOCAL

NTS



NTS.

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

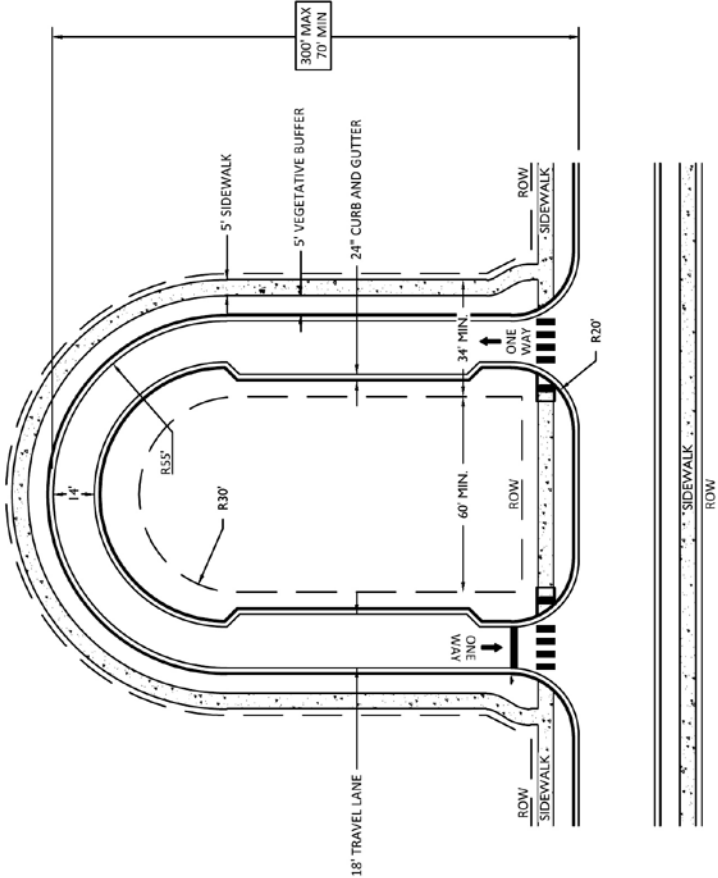
I

ST-13 - LOCAL - ONE WAY

C1.0

NTS

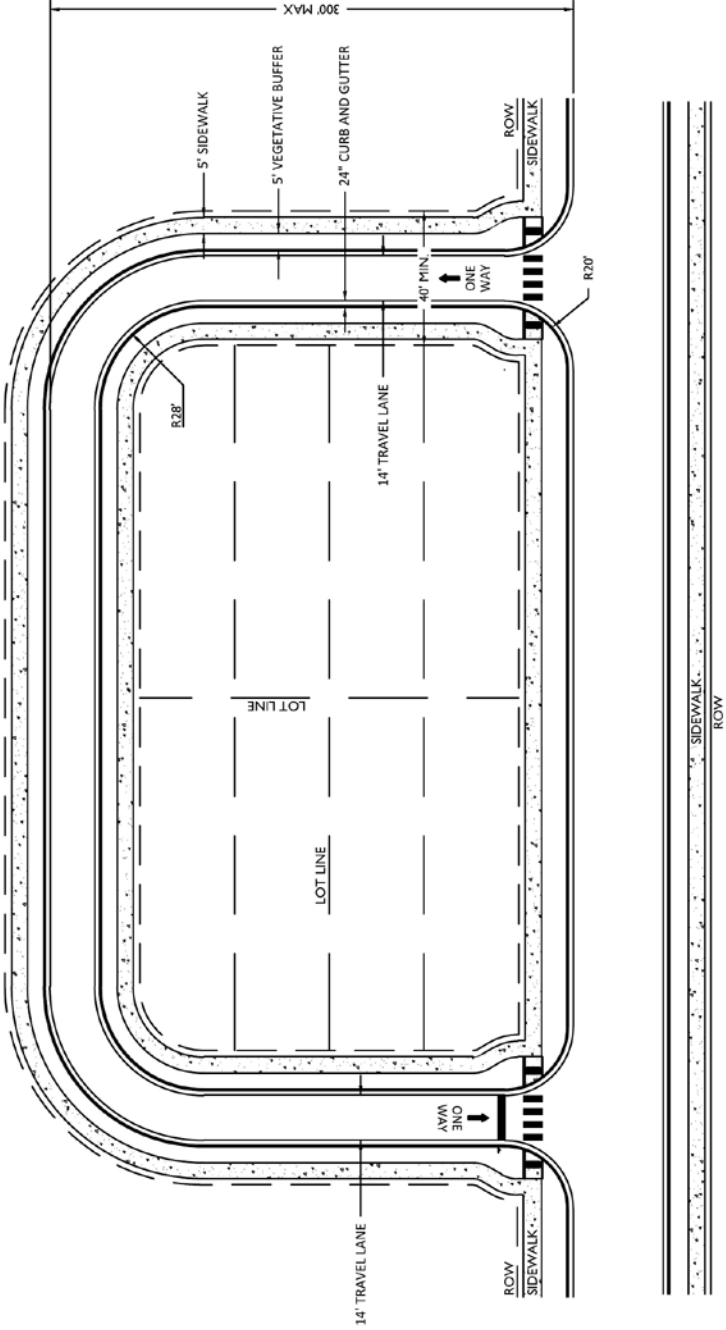
* THE MEDIAN SHALL BE LANDSCAPED AND SHALL BE MAINTAINED BY THE OWNERS ASSOCIATION.



I
C1.0

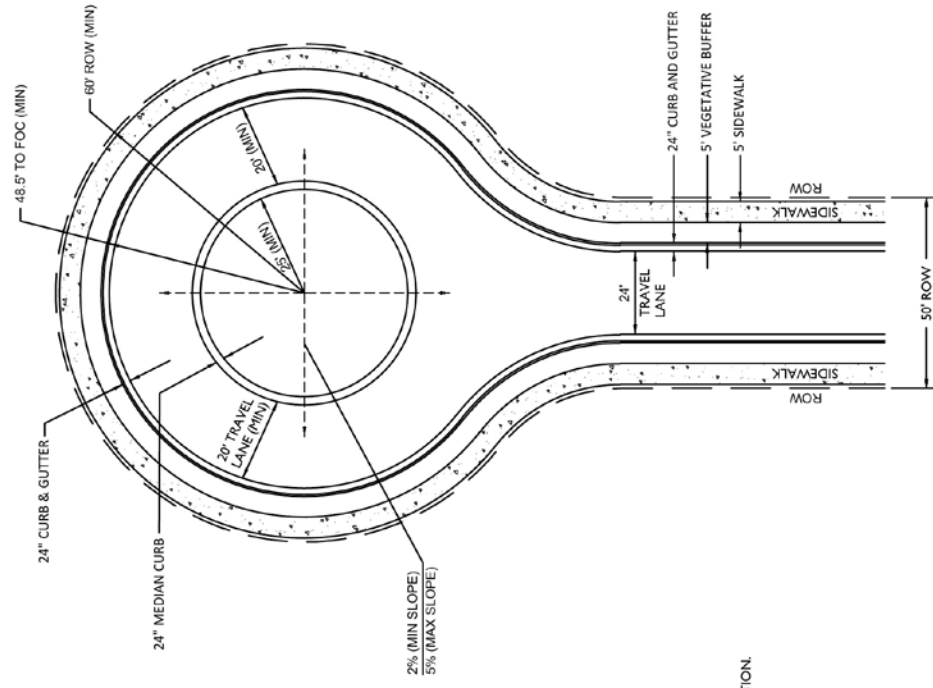
ST-14 B - CLOSE OR EYEBROW - ONE WAY LOCAL (TYPE B)

NTS



I
ST-15 - LOOP - DEAD END - ONE WAY - LOCAL
C1.0

NTS

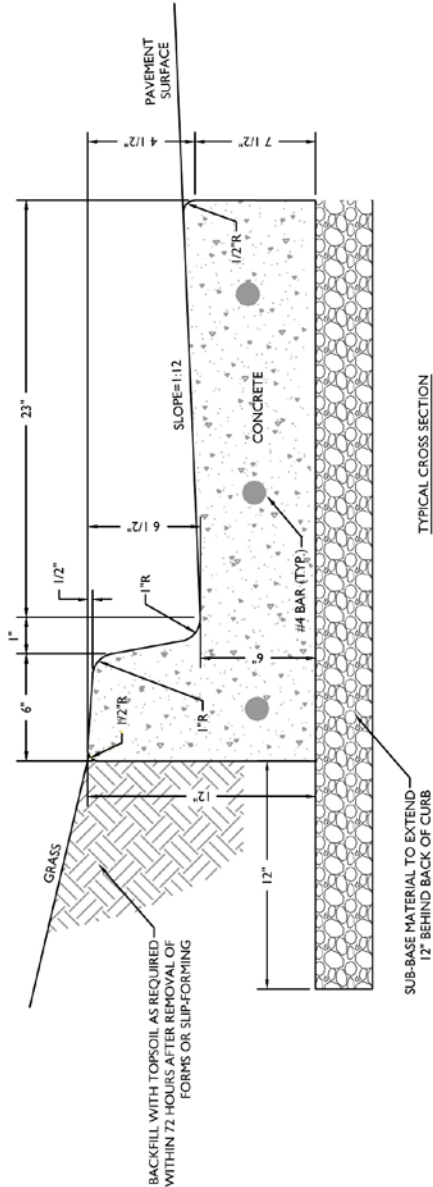


* LANDSCAPE ISLAND TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.

ST-16 - CUL DE SAC - LOCAL

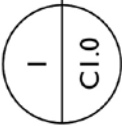
Cl.0

NTS



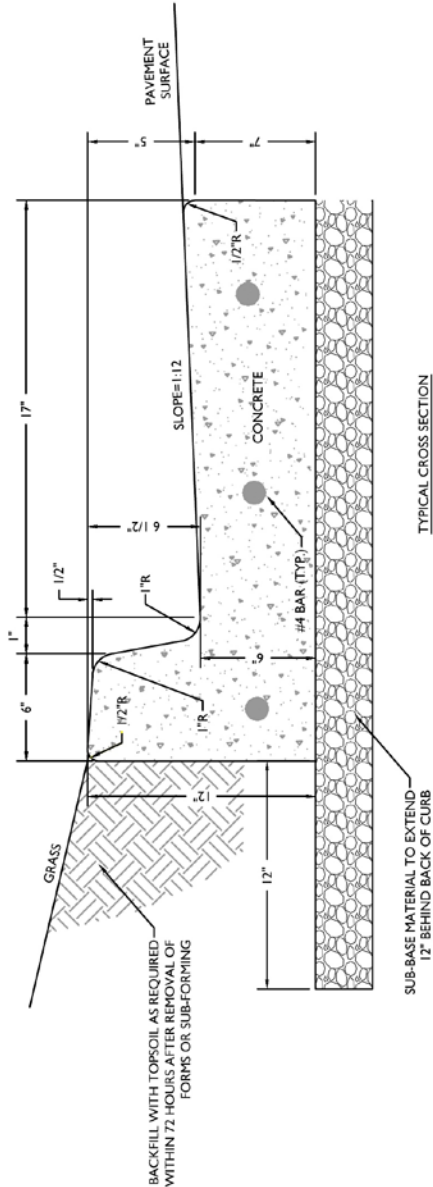
GENERAL NOTES:

1. EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR, AS DIRECTED BY THE ENGINEER.
2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMP, INLETS AND ANY APPURTENANCES.
3. CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
4. CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
5. EXTEND #4 RODS 18" THRU EXPANSION JOINTS IN PLASTIC SLEEVES.
6. IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT.
7. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).



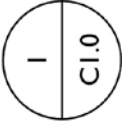
ST-17 - 30" VERTICAL CURB AND GUTTER

NTS



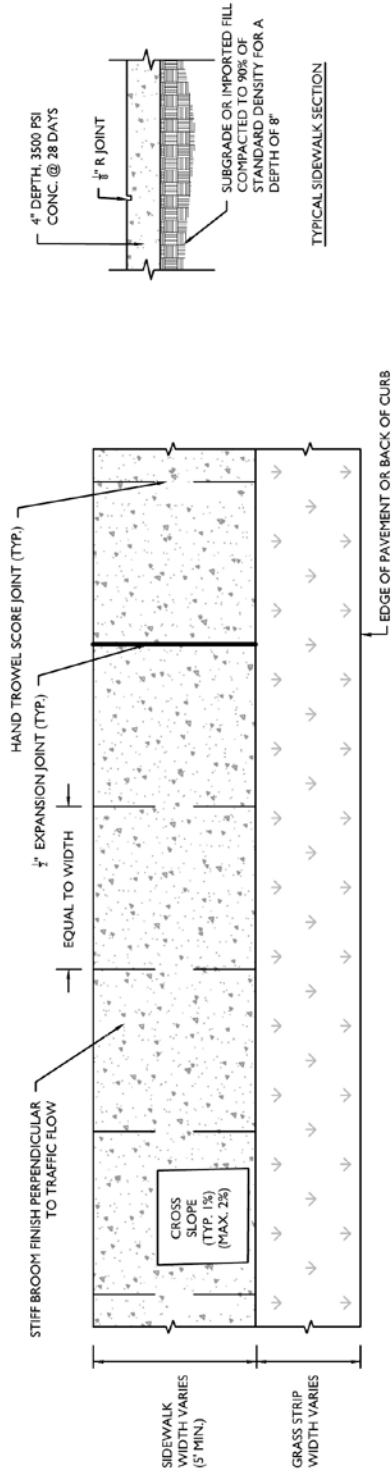
GENERAL NOTES:

1. EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR, AS DIRECTED BY THE ENGINEER.
2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMP, INLETS AND ANY APPURTENANCES.
3. CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
4. CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
5. EXTEND #4 RODS 18" THRU EXPANSION JOINTS IN PLASTIC SLEEVES.
6. IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT.
7. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).



ST-18 - 24" VERTICAL CURB AND GUTTER

NTS



- 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 BUILDING OFFICIAL.
 4. SIDEWALK SHALL BE CONSTRUCTED OF PLANT-MIXED CONCRETE SUB GRADE OR IMPORTED FILL MATERIAL SHALL BE COMPACTED TO 90% STANDARD DENSITY FOR A DEPTH OF 8".
 5. THE EXPANSION JOINT MATERIAL SHALL BE ONE-HALF INCH (1/2") THICK BITUMINOUS MATERIAL AND MEET THE SPECIFICATIONS OF SECTION 707 OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 6. ONE-HALF INCH (1/2") EXPANSION JOINTS ARE REQUIRED EVERY 60 FEET AND AROUND ALL APPURTENANCES SUCH AS MANHOLES, UTILITY POLES AND ANY OTHER STRUCTURES LOCATED WITHIN THE SIDEWALK. AN EXPANSION JOINT REQUIRED WHEN TYING INTO EXISTING 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 BUILDING OFFICIAL OR CITY ENGINEER.
 9. ALL SIDEWALKS SHOULD BE A MINIMUM OF 5 FEET WIDE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR BUILDING OFFICIAL.
 10. SIDEWALKS GREATER THAN 5' MAY BE REQUIRED PER UNIFIED DEVELOPMENT CODE AND THE DEVELOPMENT REVIEW COMMITTEE.
 11. ALL CONCRETE FOR SIDEWALKS SHALL ACHIEVE A MINIMUM STRENGTH OF 3500 PSI AT 28 DAYS.
 12. TOOLED OR SAWCUT CONTRACTION JOINTS TO BE PLACED EVERY 5 FEET AT A MINIMUM OF ONE-FOURTH THE DEPTH OF THE PAVEMENT.
 13. 6 x 6-w 2.9 x 2.9 WELDED WIRE MESH REINFORCEMENT MAY BE REQUIRED WHERE HEAVIER LOADS ARE EXPECTED.
 14. 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.
 15. SIDEWALK SUBGRADE CONTAINING SOFT MUCK, REFUSE OR OTHER MATERIAL TO PROVIDE SUITABLE, LONG-TERM UNIFORM SIDEWALK SUPPORT IS UNACCEPTABLE. ALL UNSUITABLE FOUNDATION SHALL BE EXCAVATED PRIOR TO SIDEWALK INSTALLATION. WHERE SUBGRADE IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH SPECIFIED BY ENGINEER.
 16. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

I

SW-01 - CONCRETE SIDEWALK

C1.0

NTS



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 04/20/2021
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 April 15, 2021 is \$3,350,837.43
Of which the claims amount for Starkville Utilities is \$2,285,011.18

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of April 15, 2021 for fiscal years ending 09/30/21, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 4/8/2021 - 4/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-000-054-205	869.83
MARK E. SHAW	20	04/02/2021	CONTRACT LABOR 03/22/21 - 04/02/21	001-000-054-205	180.00
DISTRICT ATTORNEY'S OFFICE	20070150	04/12/2021	SEIZED FUNDS FROM "CASE #20070150" BENJAMIN NASH	001-000-334-126	790.02
Outstanding Total:					1,839.85
Paid					
OKTIBBEHA COUNTY	1376449-2	04/05/2021	RESTITUTION FROM J. BANKS/DKT#1376449	001-000-149-691	275.00
HUMANE SOCIETY, IN	1386592	04/05/2021	OVERPAYMENT, DKT#1386592	001-000-149-691	1.00
ANGELINA KNOTT	1389149	04/05/2021	OVERPAYMENT/DKT# 138914	001-000-149-691	5.00
Paid Total:					281.00
Department 000 - UNDESIGNATED Total:					2,120.85
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	188.25
WATERMARK PRINTERS LLC	13926	03/29/2021	BUSINESS CARDS/CARVER	001-100-680-311	92.00
HAMP BEATTY	994255 A	03/30/2021	REIMB HOTEL/MML MID WINTER CONFERENCE	001-100-610-350	136.17
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-100-604-330	77.34
Outstanding Total:					493.76
Department 100 - BOARD OF ALDERMEN Total:					493.76
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-110-604-330	77.34
AMAZON CAPITAL SERVICES, INC.	1YYT-DXQ7-JQXP	04/04/2021	COPY PAPER, TONER, BINDER CLIPS, CORRECTION TAPE	001-110-501-200	261.75
Outstanding Total:					367.21
Paid					
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-166	2,163.00
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-376	248.00
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-377	1,295.88
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-378	995.00
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-382	33,292.68
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-385	3,602.00
MS DEPT OF PUBLIC SAFETY	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-386	4,419.25
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-387	10,104.25
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-389	40.00

Expense Approval Report

Post Dates: 4/8/2021 - 4/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-393	651.00
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-395	78.50
MS DEPT OF PUBLIC SAFETY	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-396	1,757.75
MS DEPT OF PUBLIC SAFETY	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-397	376.00
STATE TREASURER	03.2021	04/08/2021	MARCH 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-398	11,402.75

Paid Total: 70,426.06

Department 110 - MUNICIPAL COURT Total: 70,793.27

Department: 120 - MAYORS OFFICE

Outstanding

MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4035896050	04/01/2021	NZG06107	001-120-604-330	33.90
CORNERSTONE	COSMS-0421	04/01/2021	APRIL 2021 CONSULTING SERVICES	001-120-600-300	3,333.33
GOVERNMENT AFFAIRS, INC.					

Outstanding Total: 3,472.69

Department 120 - MAYORS OFFICE Total: 3,472.69

Department: 123 - IT

Outstanding

NEXTSTEP INNOVATION	NSI19841	02/01/2021	SMART RACK & BATTERY PACK	001-123-918-805	3,055.00
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	121.03
GOVERNMENT LEASING COMPANY	23104-21	03/27/2021	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0033272	03/28/2021	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	640.00
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
NEXTSTEP INNOVATION	NSI20124	03/31/2021	BLOCK OF NETWORK SUPPORT HOURS	001-123-600-300	2,400.00
BLUIP, INC.	121155	04/01/2021	APRIL 2021 SERVICES	001-123-604-330	1,539.37
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-123-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	1J6R-CN97-NJX9	04/01/2021	REPLACEMENT BATTERY	001-123-501-200	35.16
WAUKAWAY DISTRIBUTORS, INC	CLR0421-49	04/01/2021	MONTHLY COOLER RENTAL	001-123-691-550	10.00
GOVERNMENT LEASING, LLC	23851-16	04/05/2021	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00
AMAZON CAPITAL SERVICES, INC.	1LXQ-F3RV-Q1KD	04/08/2021	MICROPHONE FOR AT UNIPAK	001-123-501-200	69.00

Outstanding Total: 9,795.01

Department 123 - IT Total: 9,795.01

Department: 130 - ELECTIONS

Outstanding

PETTY CASH VOUCHERS	04.07.21	04/07/2021	POSTERBOARD & ALPHABET DIVIDERS	001-130-501-200	16.17
DOROTHY P. JOHNSON	INV0033287	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
DARLENE SPIVEY FISHER	INV0033288	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CARLA JONES	INV0033289	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
JALEN TUCKER	INV0033290	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
DEVON BRENNER	INV0033291	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00

Expense Approval Report

Post Dates: 4/8/2021 - 4/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
JAMES N. MCKELL	INV0033292	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CYNTHIA ALDERMAN	INV0033293	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
LAROY RUSHING	INV0033294	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
PEGGY BRANCH	INV0033295	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
MARY DEAN ROSE	INV0033296	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
SHELIA WHITE	INV0033297	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CYNTHIA D. MILLS	INV0033298	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
LORELEI FORD	INV0033299	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
WC JOHNSON	INV0033300	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
ANNIE KENNARD	INV0033301	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
BRENDA SHAWVER	INV0033302	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
MARY FRANCIS LOLLEY	INV0033303	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
PATTY LINCOLN	INV0033304	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
JIM WILLCUTT	INV0033305	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CATHERINE JONES	INV0033307	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CLARA DANCER	INV0033308	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
JULIA WILLIAMS	INV0033309	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
TERRY MILLER	INV0033310	04/14/2021	MARCH 30, 2021 ELECTION TRAINING	001-130-602-301	25.00
CARLA JONES	INV0033311	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	140.00
CATHERINE JONES	INV0033312	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
JULIA WILLIAMS	INV0033313	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
TERRY MILLER	INV0033314	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
CYNTHIA D. MILLS	INV0033315	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	140.00
MARY FRANCIS LOLLEY	INV0033316	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
BRENDA SHAWVER	INV0033317	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-501-200	125.00
JIM WILLCUTT	INV0033318	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
JAMES N. MCKELL	INV0033319	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
PATTY LINCOLN	INV0033321	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
LAROY RUSHING	INV0033322	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	140.00
ELIZABETH FRAZAO-CASTRO	INV0033323	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-501-200	125.00
LORELEI FORD	INV0033324	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	140.00
CLARA DANCER	INV0033325	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
ANNIE KENNARD	INV0033326	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
DEVON BRENNER	INV0033327	04/14/2021	04.06.21 PRIMARY ELECTION	001-130-602-301	125.00
DOROTHY P. JOHNSON	INV0033328	04/14/2021	04.06.21 PRIMARY ELECTION-RESOLUTION BOARD	001-130-602-301	75.00
DARLENE SPIVEY FISHER	INV0033329	04/14/2021	04.06.21 PRIMARY ELECTION-RESOLUTION BOARD	001-130-602-301	75.00
WC JOHNSON	INV0033330	04/14/2021	04.06.21 PRIMARY ELECTION-RESOLUTION BOARD	001-130-602-301	75.00
SHELIA WHITE	INV0033331	04/14/2021	04.06.21 PRIMARY ELECTION-RESOLUTION BOARD	001-130-602-301	75.00
MARY DEAN ROSE	INV0033332	04/14/2021	04.06.21 PRIMARY ELECTION-RESOLUTION BOARD	001-130-602-301	75.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PEGGY BRANCH	INV0033333	04/14/2021	04.06.21 PRIMARY ELECTION- RESOLUTION BOARD	001-130-602-301	75.00
Outstanding Total:					3,101.17
Department 130 - ELECTIONS Total:					3,101.17

Department: 145 - OTHER ADMINISTRATIVE

Outstanding					
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.15
QUILL CORPORATION	15587586	03/25/2021	COPY PAPER, HP INK, POST ITS	001-145-501-200	104.27
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-145-604-330	77.34
Outstanding Total:					256.88
Department 145 - OTHER ADMINISTRATIVE Total:					256.88

Department: 180 - HUMAN RESOURCES

Outstanding					
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.44
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
FEDEX	7-324-47899	03/31/2021	SHIPPING CHARGES/TIME CLOCK SYSTEM	001-180-691-505	23.30
Outstanding Total:					102.86
Department 180 - HUMAN RESOURCES Total:					102.86

Department: 190 - CITY PLANNER

Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	9750	02/02/2021	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	124.00
GOLDEN TRIANGLE PLANNING & DEV. INC	9749	02/11/2021	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	9751	02/28/2021	TRAVEL EXPENSE FEB. 2021	001-190-600-300	2.80
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.84
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-190-604-330	77.33
TIMOTHY GEDDIE	21055	04/07/2021	ARCHTECTURE REVIEW COWBELL SQUARE	001-190-600-305	200.00
CADENCE /ELAN VISA	50569	04/07/2021	GOOGLE DRIVE EXTRA STORAGE	001-190-604-330	19.99
MyGOV, LLC	6345	04/08/2021	LIEN & COLLECTION MANAGER SUBSCRIPTION	001-190-918-807	1,600.00
Outstanding Total:					2,285.08
Department 190 - CITY PLANNER Total:					2,285.08

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding					
QUILL CORPORATION	15587586	03/25/2021	COPY PAPER, HP INK, POST ITS	001-192-510-220	104.44
CINTAS	4079939716	03/30/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4079939775	03/30/2021	CITY HALL 03.30.21	001-192-510-220	65.15
JAN-PRO OF MS	861401	04/01/2021	APRIL 2021 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
CINTAS	4080624875	04/06/2021	HAND SANITIZING STANDS 04.06.21	001-192-510-220	11.40
CINTAS	4080624915	04/06/2021	CITY HALL 04.06.21	001-192-510-220	65.15
NORTHEAST EXTERMIN- CITY HALL ACCT	32595	04/07/2021	ACCT #113274 CITY HALL	001-192-600-338	45.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-192-625-380	2,647.83
Outstanding Total:					4,569.37
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,569.37

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding					
STARKVILLE/OKTIBBEHA AIRPORT	2128	03/31/2021	3RD QTR FY21 AIRPORT FUNDING	001-195-951-953	7,982.00
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	2718	04/01/2021	3RD QTR FY21 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
Outstanding Total:					14,232.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					14,232.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding					
HAMPTON YOUNG CORP.	134	04/01/2021	MARCH 2021 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	134	04/01/2021	MARCH 2021 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	134	04/01/2021	MARCH 2021 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00

Department: 197 - ENGINEERING

Outstanding					
CADENCE /ELAN VISA	INV0033258	03/25/2021	LANDGLIDE SUBSCRIPTION/ APPLE.COM	001-197-502-201	106.99
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-197-604-330	77.34
MARK E. SHAW	20	04/02/2021	CONTRACT LABOR 03/22/21 - 04/02/21	001-197-600-308	180.00
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	001-197-525-231	67.76
CADENCE /ELAN VISA	12215	04/07/2021	MS. GOV- MDOT -2 ROAD & BRIDGE CONSTRUCTION BOOKS	001-197-502-201	41.90
Outstanding Total:					502.11
Department 197 - ENGINEERING Total:					502.11

Department: 201 - POLICE DEPARTMENT

Outstanding					
R&M TIRES	1129947	01/06/2021	S-48 PADS, ROTORS, OIL CHANGE	001-201-630-360	389.00
R&M TIRES	1129961	01/06/2021	S-40 BRAKE LABOR	001-201-630-360	80.00
R&M TIRES	1130194	01/21/2021	S-60 OIL CHANGE	001-201-630-360	52.50
R&M TIRES	1130206	01/22/2021	S-40 OIL AND FILTER CHANGE	001-201-630-360	52.50
IWI US, INC.	SI1216000315	01/26/2021	ACE RIFLE SIDE FLDG	001-201-556-251	1,375.00
CANON FINANCIAL SERVICES, INC	26226797	02/09/2021	3CE01186	001-201-604-330	83.59
PERSONNEL CONCEPTS	9346008958	02/24/2021	COVID PREVENTION E-LEARNING	001-201-690-552	129.95
VIRTUAL ACADEMY, INC.	VA6138	03/01/2021	FULL CATALOG - 85 COURSES	001-201-690-552	2,975.00
R&M TIRES	1130803	03/05/2021	S-40 LIGHT SOCKET, HEAD LIGHT LABOR	001-201-630-360	36.99
BOB'S MOBILE RADIO	316090	03/11/2021	RADIO INSTALLATION & MAINTENANCE	001-201-630-400	815.00
CANON FINANCIAL SERVICES, INC	26390795	03/13/2021	3CE01186	001-201-604-330	106.32
BOB'S MOBILE RADIO	316091	03/15/2021	P65 REPAIR ANTENNA MOUN	001-201-630-400	150.00
R&M TIRES	1130997	03/17/2021	WIPER BLADES	001-201-630-360	61.98
R&M TIRES	1131002	03/17/2021	S-40 WIPER BLADES	001-201-630-360	51.98

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MID-SOUTH UNIFORM & SUPPLY, INC	614883	03/17/2021	PANTS, NAME PLATE, BELT, HOLSTERS	001-201-535-233	1,065.22
R&M TIRES	1130986	03/18/2021	S-26 OIL AND FILTER CHANGE	001-201-630-360	52.50
BOB'S MOBILE RADIO	316094	03/19/2021	INSTALL RADIO SYSTEM & ANTENNA KITS IN 3 NEW CHARG	001-201-630-400	945.00
OKTIBBEHA COUNTY COOPERATIVE	654421	03/19/2021	2 PAIR BOOTS	001-201-535-233	219.90
ARMY NAVY PAWN SHOP	032221A	03/22/2021	2 PAIR PANTS	001-201-535-233	74.00
MID-SOUTH UNIFORM & SUPPLY, INC	615057	03/22/2021	APNTS AND BELT, NASH & COLBERT	001-201-535-233	205.97
MID-SOUTH UNIFORM & SUPPLY, INC	615102	03/22/2021	BADGES, NAMEPLATES	001-201-535-233	583.00
OKTIBBEHA COUNTY COOPERATIVE	655276	03/22/2021	BOOTS	001-201-535-233	99.85
LAIRD CLINIC -POLICE ACCOUNT	026685	03/24/2021	PHYSICAL FOR M. COOPER	001-201-600-319	178.00
ARMY NAVY PAWN SHOP	032421A	03/24/2021	5 PAIR KHAKI PANTS	001-201-535-233	201.00
STARKVILLE GLASS & PAINT	29989	03/24/2021	WINDSHIELD INSTALLATON/ 2010 CROWN VIC	001-201-630-360	200.00
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,928.43
R&M TIRES	1131161	03/25/2021	S-60 OIL AND FILTER CHANGE, 4 TIRES, ALIGNMENT	001-201-630-360	609.34
R&M TIRES	1131163	03/25/2021	S-4 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	1131174	03/25/2021	S-22 OIL AND FILTER CHANGE	001-201-630-360	52.50
JIM SPENCER	2172021	03/25/2021	TINT CROWN VIC W/VISOR STRIP	001-201-630-360	240.00
NMLETC- N MS LAW ENFORCEMENT TRAINING CENTER	03.26.21	03/26/2021	BASIC TRAINING CLASS/NASON, SOTO, HODGES, EVANS	001-201-690-552	10,800.00
R&M TIRES	1131188	03/26/2021	S-94 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	1131200	03/26/2021	OIL CHANGE EXPLORER	001-201-630-360	59.00
GULF STATES DISTRIBUTORS, INC.	1378743-IN	03/26/2021	10 CASES AMMO	001-201-556-251	1,950.00
UNITED SHIELD INTERNATIONAL LLC	21535	03/26/2021	ERT SHIELDS WITH LOGO	001-201-556-251	1,365.00
SULLIVAN'S OFFICE SUPPLY, INC.	62818	03/26/2021	FILE FOLDERS	001-201-501-200	34.11
DANNY MCCLUSKEY TOWING	2940	03/28/2021	TOW CAR 2114 TO REPAIR SHOP	001-201-600-300	55.00
NEWELL PAPER COMPANY	3129930	03/29/2021	DISINFECTANT	001-201-555-208	37.06
NEWELL PAPER COMPANY	3129962	03/29/2021	DISINFECTANT	001-201-555-208	296.43
NEWELL PAPER COMPANY	3129963	03/29/2021	DIAL SOAP	001-201-555-208	110.08
NEWELL PAPER COMPANY	3130059	03/29/2021	JANITORIAL SUPPLIES, COPY PAPER	001-201-501-200	154.00
NEWELL PAPER COMPANY	3130059	03/29/2021	JANITORIAL SUPPLIES, COPY PAPER	001-201-555-208	459.84
CITY ALIGNMENT SERVICE	76137	03/29/2021	REPAIR LOOSE STEERING WHEEL #7165	001-201-630-360	45.00
LOWE'S-POLICE	916312	03/29/2021	SEED, INSECT CONTROL, TOP SOIL	001-201-556-251	90.91
MSU FACILITIES MANAGEMENT- RADIO TOWER	INV0033277	03/29/2021	2021 ANNUAL SUPPORT RADIO TOWER - POLICE DEPT	001-201-604-330	4,340.00
R&M TIRES	1131242	03/30/2021	S-48 OIL AND FILTER CHANGE	001-201-630-360	52.50
HOWARD INDUSTRIES	21-00517174	03/30/2021	2 MICROSOFT OFFICE 2019 HOME & BUSINESS	001-201-501-200	480.00
STARKVILLE GLASS & PAINT	30025	03/30/2021	S-18 WINDSHIELD INSTALLATION	001-201-630-360	350.00
MID-SOUTH UNIFORM & SUPPLY, INC	615482	03/30/2021	NAME PLATES & TIE BARS/PEDEN & BROWNING	001-201-535-233	365.33
A+ AUTO REPAIR	021378	03/31/2021	#7329 COOLANT FAN ASSY	001-201-630-360	419.99
R&M TIRES	1131271	03/31/2021	S-37 MOUNT AND BALANCE TIRE	001-201-630-360	25.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CITY GLASS CO	40224	03/31/2021	REPLACE & INSTALL 2 TEMPERED GLASS DOORS- CMMTY ROO	001-201-630-426	412.00
R&M TIRES	1131285	04/01/2021	OIL & FILTER CHANGE, WIPER BLADES, 2017 FORD F150	001-201-630-360	99.98
R&M TIRES	1131290	04/01/2021	S-56 2 NEW TIRE, MOUNT, BALANCE, ALIGNMENT	001-201-630-360	310.92
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-201-604-330	77.33
BRISLIN, INC	210222	04/01/2021	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,420.00
THYSSENKRUPP ELEVATOR CORP	3005836575	04/01/2021	ELEV. MAINT CONTRACT- POLICE -04/01/21-06/30/21	001-201-630-426	1,040.68
CANON SOLUTIONS AMERICA	4035883859	04/01/2021	HF02043	001-201-635-369	5.97
CANON SOLUTIONS AMERICA	4035893046	04/01/2021	JMQ18878	001-201-635-369	105.02
CANON SOLUTIONS AMERICA	4035894521	04/01/2021	JMQ18879	001-201-635-369	78.97
LOWE'S-POLICE	916514	04/01/2021	PAINT AND BRUSH/FIRING RANGE	001-201-555-208	110.73
AT&T GLOBAL	G159607	04/01/2021	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
R&M TIRES	1131202	04/02/2021	REPAIRS TO 2012 DODGE CHARGER	001-201-630-360	1,661.95
JOHN LAY	INV0033265	04/02/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	54.71
HOLIFIELD POLYGRAPH SERVICES, LLC	20210403	04/03/2021	IA POLYGRAPH PLUS TRAVEL	001-201-600-300	364.24
CITY OF COLUMBUS	893	04/05/2021	FORENSIC LAB SERVICES	001-201-600-300	320.00
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	001-201-525-231	2,264.37
OKTIBBEHA COUNTY SHERIFF'S OFFICE	04.06.21	04/06/2021	FEEDING INMATES MARCH 2021	001-201-541-237	10,950.00
DANNY MCCLUSKEY TOWING	2955	04/06/2021	TOW AVENGER TO IMPOUND	001-201-600-300	65.00
NORTHEAST EXTERM- POLICE ACCT	32598	04/07/2021	ACCT # 123 POLICE	001-201-630-426	50.00
LOWE'S-POLICE	98576	04/07/2021	2 LAMPS FOR DISPATCH	001-201-501-200	76.48
A+ AUTO REPAIR	021444	04/08/2021	#7329 BATTERY	001-201-630-360	179.99
OKTIBBEHA COUNTY COOPERATIVE	662633	04/08/2021	BOOTS	001-201-535-233	99.85
COLBY HUFFMAN	INV0033261	04/08/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	101.15
JAMES SMITH	INV0033264	04/08/2021	REIMB BOOT PURCHASE	001-201-535-233	96.00
STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-201-625-380	2,898.95
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033334	04/15/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	171.00
Outstanding Total:					58,921.40
Paid					
STATE TAX COMMISSION	INV0033257	03/30/2021	TAGS FOR PD VEHICLES/ VIN#S 9449 & 5931	001-201-691-550	32.00
Paid Total:					32.00
Department 201 - POLICE DEPARTMENT Total:					58,953.40
Department: 245 - DISPATCHERS					
Outstanding					
MS ASSOC OF CHIEFS OF POLICE	SA46582	04/01/2021	30 POST TESTS- DISPATCHER TRAINING	001-245-690-552	485.50
Outstanding Total:					485.50
Department 245 - DISPATCHERS Total:					485.50
Department: 261 - FIRE DEPARTMENT					
Outstanding					
MAXXSOUTH BROADBAND	INV0033269	03/21/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-625-380	78.95
GALLS INC	017567150	02/02/2021	NAME PLATES	001-261-535-233	27.30
GALLS INC	017625788	02/09/2021	SERVING SINCE PINS	001-261-535-233	38.00

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JONES & BARTLETT LEARNING, LLC	220253	02/23/2021	5 FIRE DEPT INCIDENT SAFETY OFFICER BOOKS	001-261-600-390	408.56
NORTHEAST EXTERM - FIRE ACCT	32282	03/01/2021	ACCT# 118683 STATION #2 /TERMINTE CONT. RENE	001-261-558-269	150.00
NORTHEAST EXTERM - FIRE ACCT	32283	03/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32284	03/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32285	03/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32286	03/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32287	03/01/2021	ACCT # 118683	001-261-558-269	22.00
SUNBELT FIRE APPARATUS	327792	03/05/2021	MSA SOLUTION, FREIGHT	001-261-630-360	230.00
SHEPS CLEANERS- FIRE ACCOUNT	22946	03/11/2021	3 TROUSERS, 3 SHIRTS, 2 SHORT COATS/YARBROUGH	001-261-600-430	36.50
SHEPS CLEANERS- FIRE ACCOUNT	22959	03/11/2021	3 SUITS, 1 NAPKIN	001-261-600-430	33.25
ATMOS ENERGY	INV0033284	03/12/2021	# 3020829684/FIRESTATION #	001-261-625-380	410.61
GALLS INC	017921232	03/18/2021	BADGE	001-261-535-233	174.21
QUILL CORPORATION	15422260	03/18/2021	COFFEE, SHEARS, TAPE, STORAGE BOX	001-261-501-200	114.87
MAXXSOUTH BROADBAND	INV0033270	03/21/2021	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	315.58
NAFECO	1080860	03/24/2021	SPOOL OF WEBBING	001-261-600-390	146.00
SHEPS CLEANERS- FIRE ACCOUNT	24095	03/24/2021	5 SUITS	001-261-600-430	55.00
SHEPS CLEANERS- FIRE ACCOUNT	24119	03/24/2021	1 PR TROUSERS, 1 VEST, 1 SHIRT	001-261-600-430	13.00
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	286.86
CHASE BLAIR	41610	03/25/2021	RENEW EMS CERTIF RENEWA	001-261-600-390	40.00
GOPHER, INC	IN28395	03/26/2021	PUSH UP TESTER	001-261-600-390	58.44
PAX HAT CO.	10658	03/28/2021	15 CUSTOM HATS	001-261-535-233	150.00
WELDING WORKS LLC, THE	501	03/29/2021	STEEL PLATES	001-261-630-360	200.00
GEORGE GRANDFIELD	INV0033262	03/29/2021	REIMB MEALS FOR EMT TRAINING	001-261-600-390	15.00
JALEN CALMES	INV0033263	03/29/2021	REIMB LUNCH FOR EMT TRAINING	001-261-600-390	15.00
JONATHAN LINDSEY	INV0033267	03/29/2021	REIMB GAS FOR EMT TRAININ	001-261-600-390	30.00
MSU FACILITIES	INV0033276	03/29/2021	2021 ANNUAL SUPPORT	001-261-604-330	4,340.00
MANAGEMENT- RADIO TOWE			RADIO TOWER - FIRE DEPT		
RYAN CLASSEN	INV0033278	03/29/2021	REIMB LUNCH & GAS FOR EM	001-261-600-390	65.00
SARAH THOMPSON	INV0033280	03/29/2021	REIMB GAS FOR MSFA TRAINING	001-261-600-390	31.50
WALMART -GENERAL CITY	06716	03/30/2021	BATTERIES, PLUG INS, CASCADE, CLOTHS, DAWN	001-261-555-250	199.63
STARKVILLE AUTO PARTS	142082	03/30/2021	HEADLIGHT FOR SPRINT 2	001-261-630-360	12.99
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041924	03/30/2021	STATION 2 REPLACED BAD VALVE FILL STATION	001-261-630-360	160.00
ANDY SHARP	41765	03/30/2021	REIMB EMS CERT RENEWAL	001-261-600-390	41.90
RACKLEY OIL INC.	549001	03/30/2021	DIESEL EXHAUST FLUID & DIESEL	001-261-525-231	59.35
GOPHER, INC	IN28906	03/30/2021	PUSH UP TESTER	001-261-600-390	58.44
SUNBELT FIRE APPARATUS	327792X1	03/31/2021	CARTRIDGES	001-261-630-360	295.00
ARMY NAVY PAWN SHOP	3312021	03/31/2021	7 PAIR PANTS	001-261-535-233	283.00
JEREMY WEAVER	41793	03/31/2021	REIMB EMS CERT RENEWAL	001-261-600-390	40.00
ALARM SECURITIES, INC. dba ASI	04012021-127	04/01/2021	APRIL 2021 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
ARMY NAVY PAWN SHOP	04012021A	04/01/2021	2 PAIR BOOTS	001-261-535-233	133.00
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-261-604-330	77.33

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NORTHEAST EXTERM - FIRE ACCT	32288	04/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32289	04/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32290	04/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32291	04/01/2021	ACCT # 118683	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	32292	04/01/2021	ACCT # 118683	001-261-558-269	22.00
GATEWAY TIRE & SERVICE CENTER	1018-141434	04/05/2021	FD3 4 NEW TIRES	001-261-630-360	505.96
STARKVILLE AUTO PARTS	142277	04/05/2021	CASE OIL, PLUG, CHUCK BALL	001-261-630-360	55.05
TYLER A. DAVIS	41832	04/05/2021	REIMB EMS CERT RENEWAL	001-261-600-390	41.90
LOWE'S-FIRE	902214	04/05/2021	DIESEL FLUID	001-261-630-360	36.99
JONATHAN LINDSEY	INV0033266	04/05/2021	REIMB LUNCH FOR EMT TRAINING	001-261-600-390	15.00
RYAN CLASSEN	INV0033279	04/05/2021	REIMB LUNCH FOR MSFA TESTING	001-261-600-390	15.00
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	001-261-525-231	508.56
INTERSTATE BATTERY OF CNTRL MS	102209	04/07/2021	BATTERIES FOR E51	001-261-630-360	241.90
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041945	04/07/2021	FIREFIGHTING HELMETS, HOODS, BOOTS	001-261-918-805	2,215.00
BELL BUILDING SUPPLY, INC.	315375	04/07/2021	SPRAY PAINT 3 CANS	001-261-630-360	14.37
IVY AUTO PARTS, LLC.	660754	04/07/2021	BATTERIES FOR L3	001-261-630-360	455.98
LEVI THOMPSON	INV0033268	04/08/2021	REIMB MEALS & TRAVEL EXP FOR MSFA TRAINING	001-261-600-390	202.24
ATMOS ENERGY	INV0033283	04/08/2021	#3055511080 /FIRESTATION #	001-261-625-380	465.14
MATTHEW WILSON	41437	04/09/2021	REIMB EMS CERT RENEWAL	001-261-600-390	40.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033334	04/15/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	857.00

Outstanding Total: 14,767.18

Department 261 - FIRE DEPARTMENT Total: 14,767.18

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	51.44
MAXXSOUTH BROADBAND	INV0033273	03/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-281-604-330	77.33

Outstanding Total: 156.88

Department 281 - BUILDING/CODES OFFICE Total: 156.88

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-290-625-380	26.94
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033334	04/15/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	144.30
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033335	04/15/2021	CIVIL AIR PATROL 99633-001	001-290-625-380	120.00

Outstanding Total: 291.24

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 291.24

Department: 301 - STREET DEPARTMENT

Outstanding

MMC MATERIALS, INC.	694247	03/06/2021	CONCRETE	001-301-560-270	262.00
STARKVILLE AUTO PARTS	141438	03/09/2021	FUSED ACCESSORY	001-301-630-360	11.99
POWERSTROKE EQUIPMENT SALES & SVC	1077	03/12/2021	REPAIR STIHL CUTOFF SAW	001-301-630-400	1,857.37
FASTENAL COMPANY	MSSTA96748	03/12/2021	BLADES	001-301-555-250	128.80
STARKVILLE AUTO PARTS	141608	03/15/2021	WIPER BLADES	001-301-630-360	29.98

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	141683	03/17/2021	WHEEL STUD, LUG NUT	001-301-630-360	10.96
NEWELL PAPER COMPANY	3129232	03/19/2021	GLOVES	001-301-555-250	21.00
STARKVILLE AUTO PARTS	141838	03/22/2021	PLIERS, HEADLIGHT, ALUM POLISH	001-301-630-360	50.47
STARKVILLE AUTO PARTS	141871	03/23/2021	CASE OF CONVENTIONAL GREEN	001-301-630-360	137.79
STARKVILLE AUTO PARTS	141907	03/24/2021	BATTERY	001-301-630-360	152.99
BELL BUILDING SUPPLY, INC.	314185	03/24/2021	SOCKETS AND DRIVE	001-301-555-250	61.90
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.44
STARKVILLE AUTO PARTS	141949	03/25/2021	PUMP MOTOR, SOLENOID	001-301-630-360	268.98
STARKVILLE AUTO PARTS	141978	03/26/2021	HYD FLUID	001-301-630-360	149.85
BELL BUILDING SUPPLY, INC.	314360	03/26/2021	SCREW DECK STAR, TOOLBOX	001-301-555-250	26.58
G&C SUPPLY CO., INC	6812549	03/26/2021	INTERLOCKING BRACKET SET FOR ROUND POSTS	001-301-565-272	4,900.00
MMC MATERIALS, INC.	697568	03/26/2021	CONCRETE W/FIBER	001-301-560-270	375.00
LOWE'S-STREET	902879	03/26/2021	TOOLS	001-301-555-250	726.94
FASTENAL COMPANY	MSSTA96940	03/26/2021	LIME VESTS, FREEZE POPS	001-301-555-250	285.16
STARKVILLE AUTO PARTS	142062	03/29/2021	BRAKE PADS, BRAKE CAL	001-301-630-360	319.97
POWERSTROKE EQUIPMENT SALES & SVC	5421	03/29/2021	STIHL CHAINSAW	001-301-630-400	68.49
STARKVILLE AUTO PARTS	142104	03/30/2021	BRAKE FLUID	001-301-630-360	24.99
CINTAS	4079939711	03/30/2021	STREET DEPT. 03.30.21	001-301-555-250	35.00
NEWELL PAPER COMPANY	3130368	03/31/2021	JANITORIAL SUPPLIES	001-301-555-250	394.34
WALMART -GENERAL CITY	00923	04/01/2021	MASKS	001-301-555-250	55.65
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-301-604-330	77.33
VULCAN SIGNS, INC	R03518	04/01/2021	RESTOCK STREET SIGNS	001-301-565-272	3,169.50
APAC-MISSISSIPPI, INC	4000105252	04/03/2021	5.28 TONS ASPHALT	001-301-560-270	388.08
LOWE'S-STREET	903519	04/05/2021	LIGHT BULBS FOR SHOP	001-301-555-250	33.24
LOWE'S-STREET	903520	04/05/2021	LIGHT BULBS FOR SHOP	001-301-555-250	66.46
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	001-301-525-231	555.85
BELL BUILDING SUPPLY, INC.	315184	04/06/2021	1 GALLON THERMAL JUG, BOLTS	001-301-555-250	30.43
CINTAS	4080624898	04/06/2021	STREET DEPT. 04.06.21	001-301-555-250	35.00
CADENCE /ELAN VISA	445093	04/06/2021	TRACTOR SUPPLY, BOOTS, DIESEL TANK	001-301-535-233	89.99
CADENCE /ELAN VISA	445093	04/06/2021	TRACTOR SUPPLY, BOOTS, DIESEL TANK	001-301-555-250	429.99
CINTAS FIRST AID & SAFETY	5057765794	04/06/2021	GLOVES	001-301-555-250	192.15
POWERSTROKE EQUIPMENT SALES & SVC	5441	04/06/2021	RENT STUMP GRINDER	001-301-560-270	185.00
OKTIBBEHA COUNTY COOPERATIVE	661195	04/06/2021	TOP SOIL, RAKE, GRASS SEED	001-301-560-270	306.98
STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-301-625-380	458.61
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033334	04/15/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	15,021.73

Outstanding Total: 31,466.76

Department 301 - STREET DEPARTMENT Total: 31,466.76

Department: 360 - ANIMAL CONTROL

Outstanding

ARMY NAVY PAWN SHOP	031821A	03/18/2021	PANTS, BELT, EAR PIECE	001-360-535-233	256.00
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.56
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	001-360-604-330	77.33

Outstanding Total: 368.89

Department 360 - ANIMAL CONTROL Total: 368.89

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

FARRELL-CALHOUN CO	027005650	11/04/2020	PAINT & ROLLERS	001-550-501-110	96.30
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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3125667	01/28/2021	WIPERS, BOWL CLIPS, LINERS, PINE SOL	001-550-501-208	187.31
RACKLEY OIL INC.	1218640	03/02/2021	GAS	001-550-525-231	197.58
BAKER'S READY MIX	64918	03/05/2021	27.46 TONS SLAG/MONCRIEF	001-550-501-110	878.72
BAKER'S READY MIX	64874	03/12/2021	20 YDS TOPSOIL	001-550-501-110	450.00
BAKER'S READY MIX	64888	03/12/2021	94.18 TONS SLAG	001-550-501-110	3,840.48
TRI-STARR MUFFLER & BRAKE	253180	03/16/2021	OIL AND FILTER CHANGE, AIR FILTER	001-550-690-360	192.03
ZERO WASTE USA, INC	398431	03/18/2021	4 CASES 13 GALLON WASTE BAGS	001-550-501-208	330.40
VERIZON -PARKS	9875754295	03/18/2021	PARKS ACCT#442043719-00001	001-550-600-330	460.94
NESCO ELECTRICAL DISTRIBUTORS	S2446063	03/18/2021	LIGHT BULBS, LAMP HOLDERS	001-550-501-110	159.99
PARKER-MCGILL *	122886	03/19/2021	ABS & TRACTION CONTROL/2018 DODGE RAM 2500	001-550-690-360	768.85
NESCO ELECTRICAL DISTRIBUTORS	S2446434	03/19/2021	LIGHT BULBS	001-550-501-110	73.80
IVY AUTO PARTS, LLC.	659427	03/20/2021	BATTERY	001-550-501-110	63.49
MMC MATERIALS, INC.	696780	03/22/2021	CONCRETE/SLAB JLK PARK	001-550-501-415	535.00
MMC MATERIALS, INC.	696846	03/22/2021	CONCRETE/SLAB JLKING PARK	001-550-501-415	200.63
LOWE'S - PARKS	906003	03/22/2021	7 BUCKETS	001-550-501-415	23.10
MPIC - MS PRISON INDUSTRIES CORP.	INV0033274	03/22/2021	5 BOLLARDS W/SLEEVE & BASE CAP/MCKEE PARK	001-550-501-110	3,640.00
MPIC - MS PRISON INDUSTRIES CORP.	INV0033275	03/22/2021	ROPE STAKES FOR SOCCER FIELDS	001-550-501-110	2,525.00
LOWE'S - PARKS	908764	03/23/2021	KEYS	001-550-501-110	109.46
FARRELL-CALHOUN CO	027008176	03/24/2021	LATEX PAINT	001-550-501-110	168.50
INTERSTATE BATTERY OF CNTRL MS	101944	03/24/2021	BATTERY FOR EXMARK MOWER	001-550-501-110	48.95
RACKLEY OIL INC.	121886	03/24/2021	GAS	001-550-525-231	119.09
LOWE'S - PARKS	911941	03/24/2021	HAMMER, QUIKCRETE, BULBS, GRINDER, SCREWS	001-550-501-110	242.13
WELDING WORKS LLC, THE	N16007	03/24/2021	REPAIR DECK ON EXMARK MOWER	001-550-600-370	80.00
NESCO ELECTRICAL DISTRIBUTORS	S2447210	03/24/2021	4 LED REPLACEMENTS	001-550-501-110	227.40
NEWELL PAPER COMPANY	3129668	03/25/2021	PINE SOL, BOWL CLIPS	001-550-501-208	73.17
EAST MISSISSIPPI LUMBER CO	C1866	03/26/2021	LUMBER AND BOLTS	001-550-501-415	342.88
EAST MISSISSIPPI LUMBER CO	G54162	03/26/2021	NAILS, MASONRY SAND, LUMBER, PAINT TAPE	001-550-501-415	487.24
CIVICPLUS	211278	03/29/2021	CIVIC ENGAGE-UPGRADE SOFTWARE	001-550-690-555	4,916.21
VERNON PLUMBING CONTRACTORS	22656	03/30/2021	MONCRIEF PARK INSTALL NEW WATERLINES FOR RESTR	001-550-600-300	4,455.62
GATEWAY TIRE & SERVICE CENTER	1018-141137	03/31/2021	FLAT MOUNT 4-WHEELER/MOWER	001-550-690-360	28.95
NEWELL PAPER COMPANY	3130365	03/31/2021	TISSUE, DISINFECTANT, URINAL SCREENS	001-550-501-208	220.49
SULLIVAN'S OFFICE SUPPLY, INC.	62915	03/31/2021	GLOSS PAPER, REPORT COVER	001-550-501-200	17.68
SULLIVAN'S OFFICE SUPPLY, INC.	62916	04/01/2021	LAMINATED FOLDER, LABELS	001-550-501-200	82.36
DEEP SOUTH MARKETING	11418	04/05/2021	STAFF UNIFORMS W/PARKS LOGO	001-550-535-233	1,280.75
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	001-550-525-231	45.39
OKTIBBEHA COUNTY COOPERATIVE	661363	04/06/2021	MARKING LIME, SHARPENER, BATTERIES, GLOVES	001-550-501-110	185.05
WALMART -GENERAL CITY	02606	04/07/2021	ETHERNET CABLE	001-550-501-200	7.97
CLARK BEVERAGE GROUP, INC	1930139	04/08/2021	30 WATER, 30 POWERADE/MSA TOURNAMENT	001-550-512-200	780.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ANYTIME COOLING & HEATING, LLC	562	04/08/2021	SPARE BLOWER WHEEL FOR MINI SPLIT	001-550-600-300	363.00
ANYTIME COOLING & HEATING, LLC	563	04/08/2021	LG 2.5 TON MINI SPLIT	001-550-600-300	2,927.88
ATMOS ENERGY	INV0033282	04/08/2021	# 3019958172 /PARKS	001-550-600-340	73.63
STARKVILLE UTILITIES	INV0033285	04/14/2021	UTILITY BILLS BY DEPT	001-550-600-340	2,607.81

Outstanding Total: **34,515.23**

Department 550 - PARKS AND REC DEPARTMENT Total: **34,515.23**

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFER	1070349	03/09/2021	OLD WEST POINT ROAD BRIDGE	001-600-912-806	20,959.37
SPRINGER ENGINEERING, INC.	14064	03/31/2021	BRIDGE ON BARNETT DRIVE	001-600-948-857	6,870.00

Outstanding Total: **27,829.37**

Department 600 - CAPITAL PROJECTS Total: **27,829.37**

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

STARKVILLE/OKTIBBEHA LIBRARY	INV0033281	04/08/2021	REIMB HVAC REPAIRS	001-653-900-803	1,712.40
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Outstanding Total: **1,712.40**

Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total: **1,712.40**

Department: 800 - DEBT SERVICE

Outstanding

HANCOCK WHITNEY BANK *	03.03.21	03/03/2021	MDBSTARK19/SPO PUB IMP BOND SERIES 2019	001-800-830-884	32,897.60
HANCOCK WHITNEY BANK *	03.03.21-18	03/03/2021	MDBSTARKV18/GO PUB IMP BOND PROJ 2018	001-800-820-882	395,000.00
HANCOCK WHITNEY BANK *	03.03.21-18	03/03/2021	MDBSTARKV18/GO PUB IMP BOND PROJ 2018	001-800-830-873	68,778.13
HANCOCK WHITNEY BANK *	37119	03/23/2021	STARKVILLE16/ SER 2016 A AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	37120	03/23/2021	STARK16B/ SER 2016 B AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	37123	03/23/2021	STARKVILLE 17/GO TAX DEV BOND 2017 AGENT FEE	001-800-840-876	800.00
BANCORP SOUTH FUNDS MANAGEMENT	05.01.21	04/12/2021	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-820-850	40,000.00
BANCORP SOUTH FUNDS MANAGEMENT	05.01.21	04/12/2021	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-830-826	5,397.50

Outstanding Total: **544,573.23**

Department 800 - DEBT SERVICE Total: **544,573.23**

Fund 001 - GENERAL FUND Total: **830,045.13**

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

WALMART -GENERAL CITY	07934	03/23/2021	DARE- OVERHEAD PROJECTOR & SCREEN	002-251-501-200	266.72
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Outstanding Total: **266.72**

Department 251 - DRUG EDUCATION FUND Total: **266.72**

Fund 002 - RESTRICTED POLICE FUND Total: **266.72**

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
CASHFLOW LEASE	182248	04/09/2021	LEASE 39677MS-108/2 FIRE TRUCK	003-560-820-870	40,954.00
Outstanding Total:					40,954.00
Department 560 - RESTRICTED FIRE FUND Total:					40,954.00
Fund 003 - RESTRICTED FIRE FUND Total:					40,954.00

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.15
MAXXSOUTH BROADBAND	INV0033271	03/28/2021	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
WALMART -GENERAL CITY	00442	03/30/2021	BINDERS, SWIFFER, FILE BOX, BATTERIES	015-505-541-237	152.73
AMAZON CAPITAL SERVICES, INC.	1GTC-JCGH-NQGP	03/30/2021	HYDRO GEAR PUMP TO REPAIR ZERO TURN MOWER	015-505-630-400	573.98
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	015-505-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	1QCH-WGCX-TP77	04/11/2021	VACUUM	015-505-555-250	89.00
Outstanding Total:					1,085.14
Department 505 - AIRPORT Total:					1,085.14
Fund 015 - AIRPORT FUND Total:					1,085.14

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

PLUM CREEK ENVIRONMENTAL TECHNOLO	10824	02/18/2021	10 6 YARD FRONT LOADS, 4 4 YARD FRONT LOADS	022-322-918-805	8,250.00
HILL MANUFACTURING COMPANY, INC.	85410	03/15/2021	HERBICIDE SUPPLIES & SPRAY	022-322-555-250	1,381.70
TERRY'S GARAGE & REPAIRS, LLC	4576	03/16/2021	TRUCK 42 REPLACE AIR TO AIR HOSE	022-322-630-360	110.30
TERRY'S GARAGE & REPAIRS, LLC	4582	03/16/2021	TRUCK #38 REPLACE CRANK CASE FILTER	022-322-630-360	346.08
SECURITY SOLUTIONS	210183	03/23/2021	CCTV SYSTEM FOR SANITATION DEPT.	022-322-918-805	4,394.50
CSPIRE WIRELESS	03.25.21	03/25/2021	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	118.27
LOWE'S-SANITATION	16119	03/26/2021	REFUND TAX ON TRASHCAN PURCHASE	022-322-555-250	-18.43
BULLDOG TOWING & RECOVERY	41595	03/26/2021	TOW #42 TO TERRY'S GARAGE	022-322-630-360	350.00
LOWE'S-SANITATION	908665	03/26/2021	15 TRASHCANS	022-322-555-250	281.68
GATEWAY TIRE & SERVICE CENTER	1018-140961	03/29/2021	TRUCK #100 4 NEW TIRES	022-322-630-360	914.12
GATEWAY TIRE & SERVICE CENTER	1018-140902	03/30/2021	TRUCK #96A NEW TIRE AND BALANCE	022-322-630-360	141.92
GATEWAY TIRE & SERVICE CENTER	1018-141071	03/30/2021	UNIT #129 4 NEW TIRES	022-322-630-360	984.91
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0221	03/30/2021	ACCT #146.20 SEDC ADMIN FEES FEB. 2021	022-322-600-333	4,485.39
GATEWAY TIRE & SERVICE CENTER	1018-141145	03/31/2021	TRUCK #95 2 NEW TIRES	022-322-630-360	608.34
NEWELL PAPER COMPANY	3130367	03/31/2021	2 CASES DART CUPS	022-322-555-250	123.47
TERRY'S GARAGE & REPAIRS, LLC	4623	03/31/2021	TRUCK 42 CHECK OIL LEAK, FILL TRANS, LABOR	022-322-630-360	114.22
GATEWAY TIRE & SERVICE CENTER	1018-141216	04/01/2021	TRUCK #93 2 NEW TIRES	022-322-630-360	608.34
STARKVILLE AUTO PARTS	142174	04/01/2021	MINI BULB	022-322-630-360	15.00

Expense Approval Report

Post Dates: 4/8/2021 - 4/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1624108	04/01/2021	CSBS-643956	022-322-604-330	77.33
BULLDOG TOWING & RECOVERY	41597	04/01/2021	TOW #42 TO EMPIRE IN COLUMBUS	022-322-630-360	350.00
SGK LANDSCAPES, LLC	ST27448	04/01/2021	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST27449	04/01/2021	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
DOBBS PETERBILT	122965PMM	04/05/2021	TRUCK #93 BELT V RIB	022-322-630-360	87.47
STARKVILLE AUTO PARTS	142240	04/05/2021	SOLENOID, GRINDING WHEEL	022-322-555-250	75.95
FUELMAN / FLEETCOR	NP59886414	04/05/2021	FUEL REPORT 03/29/21 - 04/04/21	022-322-525-231	2,401.19
GATEWAY TIRE & SERVICE CENTER	1018-141449	04/06/2021	NEW TIRE ON TRAILER	022-322-630-400	80.22
CITY OF STARKVILLE SANITATION	INV0033259	04/06/2021	QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	12,500.00
PLUM CREEK ENVIRONMENTAL TECHNOLO	11001	04/07/2021	9 8 YEARD FRONT LOAD FLAT	022-322-918-805	6,742.00
OKTIBBEHA COUNTY COOPERATIVE	661715	04/07/2021	LANDSCAPING CHEMICALS	022-322-555-250	418.00
EMPIRE TRUCK SALES, LLC	RE005013773	04/07/2021	TRUCK #42 NOX SENSOR FAILURE	022-322-630-360	2,765.57

Outstanding Total: 51,080.19

Department 322 - SANITATION DEPARTMENT Total: 51,080.19

Fund 022 - ENVIRONMENTAL SERVICES Total: 51,080.19

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1070310	03/09/2021	NEEL SCHAFFER INV#1070310/ WATER TANK	303-600-600-309	1,556.25
OKT COUNTY SUPERVISORS	LIN20921	04/06/2021	TELLOS INV#LIN20921-WATER TOWER LOGO	303-600-600-309	325.00

Outstanding Total: 1,881.25

Department 600 - CAPITAL PROJECTS Total: 1,881.25

Fund 303 - INDUSTRIAL PARK BOND Total: 1,881.25

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

H&H CONSTRUCTION & EXCAVATING, LLC	1102	03/31/2021	SIDEWALK PROJECT/HWY 12 & MONTGOMERY	319-600-903-851	8,690.00
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Outstanding Total: 8,690.00

Department 600 - CAPITAL PROJECTS Total: 8,690.00

Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total: 8,690.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

CITY OF STARKVILLE	INV0033260	04/12/2021	QTRLY TOURISM TAX TRANSFE	375-551-907-110	43,750.00
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Outstanding Total: 43,750.00

Department 551 - PARK & REC TOURISM Total: 43,750.00

Fund 375 - PARK AND REC TOURISM Total: 43,750.00

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

NEEL-SCHAFFER	1070354	03/09/2021	SPORTSPLEX PARKING LOT PH. 1	380-551-907-942	15,051.57
ULINE	131810329	03/26/2021	50 PARK PICNIC TABLES/CORNERSTONE PARK	380-551-907-942	26,514.00
DALHOFF THOMAS DESIGN STUDIO	9812	04/07/2021	PROJ 18-367 CORNERSTONE PARK- MARCH 2021	380-551-600-945	8,068.25

Expense Approval Report

Post Dates: 4/8/2021 - 4/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ULINE	29059	04/08/2021	70- 55 GALLON TRASH CANS- CORNERSTONE	380-551-907-942	38,440.00
Outstanding Total:					88,073.82
Department 551 - PARK & REC TOURISM Total:					88,073.82
Fund 380 - PARK BONDS 2020 Total:					88,073.82
Grand Total:					1,065,826.25

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	830,045.13	70,739.06
002 - RESTRICTED POLICE FUND	266.72	0.00
003 - RESTRICTED FIRE FUND	40,954.00	0.00
015 - AIRPORT FUND	1,085.14	0.00
022 - ENVIRONMENTAL SERVICES	51,080.19	0.00
303 - INDUSTRIAL PARK BOND	1,881.25	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	8,690.00	0.00
375 - PARK AND REC TOURISM	43,750.00	0.00
380 - PARK BONDS 2020	88,073.82	0.00
Grand Total:	1,065,826.25	70,739.06

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE E	1,049.83	0.00
001-000-149-691	MUNICIPAL COURT BON	281.00	281.00
001-000-334-126	POLICE FORFEITED FUN	790.02	0.00
001-100-604-330	COMMUNICATIONS	265.59	0.00
001-100-610-350	TRAVEL / TRAINING	136.17	0.00
001-100-680-311	PROFESSIONAL SUPPLIE	92.00	0.00
001-110-330-166	TRAUMA TRAFFIC	2,163.00	2,163.00
001-110-330-376	COURT CONSTITUENTS	248.00	248.00
001-110-330-377	MOTOR VEHICLE LIABILI	1,295.88	1,295.88
001-110-330-378	APPEARANCE BOND FEE	995.00	995.00
001-110-330-382	TRAFFIC VIOLATION	33,292.68	33,292.68
001-110-330-385	IMPLIED CONSENT	3,602.00	3,602.00
001-110-330-386	WIRELESS COMM FEE	4,419.25	4,419.25
001-110-330-387	OTHER MISDEMEANORS	10,104.25	10,104.25
001-110-330-389	ADULT DRIVER'S TRAINI	40.00	40.00
001-110-330-393	VICTIMS BOND FEE	651.00	651.00
001-110-330-395	DRUG VIOLATION	78.50	78.50
001-110-330-396	NON-ADJUDICATION (IN	1,757.75	1,757.75
001-110-330-397	DUI OFFENSE (INLC14)	376.00	376.00
001-110-330-398	UNINSURED MOTORIST	11,402.75	11,402.75
001-110-501-200	SUPPLIES/CC MCH FEES	261.75	0.00
001-110-604-330	POSTAGE / COMMUNICA	105.46	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	139.36	0.00
001-123-501-200	SUPPLIES	104.16	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	2,400.00	0.00
001-123-604-330	COMMUNICATIONS	2,405.85	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-123-918-805	MACHINERY, EQUIPMEN	3,055.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-130-501-200	SUPPLIES / ADVERTISIN	266.17	0.00
001-130-602-301	POLL WORKER FEES	2,835.00	0.00
001-145-501-200	SUPPLIES	104.27	0.00
001-145-604-330	POSTAGE/COPIER/PHON	152.61	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.56	0.00
001-180-691-505	TIME CLOCK SYSTEM	23.30	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	272.80	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	212.28	0.00
001-190-918-807	OFFICE EQUIPMENT/SOF	1,600.00	0.00
001-192-510-220	SUPPLIES	257.54	0.00
001-192-600-338	CONTRACT SERVICES	1,664.00	0.00
001-192-625-380	UTILITIES	2,647.83	0.00
001-195-951-953	TRANSFER AIRPORT COS	7,982.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-502-201	SOFTWARE & REFERENC	148.89	0.00
001-197-525-231	GAS & OIL	67.76	0.00
001-197-600-308	ENGINEERING SERVICES	180.00	0.00
001-197-604-330	COMMUNICATIONS	105.46	0.00
001-201-501-200	OFFICE SUPPLIES	744.59	0.00
001-201-525-231	GAS & OIL	2,264.37	0.00
001-201-535-233	UNIFORMS	3,165.98	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	1,014.14	0.00
001-201-556-251	POLICE SUPPLIES	4,780.91	0.00
001-201-600-300	PROFESSIONAL SERVICE	804.24	0.00
001-201-600-319	PHYSICAL EXAMINATION	178.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,833.01	0.00
001-201-625-380	UTILITIES	3,069.95	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	5,188.62	0.00
001-201-630-400	EQUIPMENT REPAIR &	1,910.00	0.00
001-201-630-426	BUILDING MAINTENANC	3,922.68	0.00
001-201-635-369	COPIER RENTAL	189.96	0.00
001-201-690-552	POLICE TRAINING/EDUC	13,904.95	0.00
001-201-691-550	MISCELLANEOUS	32.00	32.00
001-245-690-552	DISPATCHER TRAINING	485.50	0.00
001-261-501-200	OFFICE SUPPLIES	114.87	0.00
001-261-525-231	GAS & OIL	567.91	0.00
001-261-535-233	UNIFORMS	805.51	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	199.63	0.00
001-261-558-269	BUILDING MAINTENANC	370.00	0.00
001-261-600-390	FIRE TRAINING	1,263.98	0.00
001-261-600-430	UNIFORM CLEANING	137.75	0.00
001-261-604-330	PHONES/CABLE/INTERN	4,757.01	0.00
001-261-625-380	UTILITIES	2,127.28	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	2,208.24	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	2,215.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/	156.88	0.00
001-290-625-380	UTILITIES / CODE RED	291.24	0.00
001-301-525-231	GAS & OIL	555.85	0.00
001-301-535-233	UNIFORMS	89.99	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	2,522.64	0.00
001-301-560-270	CONSTRUCTION MATERI	1,517.06	0.00
001-301-565-272	STREETS SIGNS & PAINT	8,069.50	0.00
001-301-604-330	COMMUNICATIONS	128.77	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	15,499.12	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,157.97	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,925.86	0.00
001-360-535-233	UNIFORMS	256.00	0.00
001-360-604-330	COMMUNICATIONS	112.89	0.00
001-550-501-110	FIELD SUPPLIES	12,709.27	0.00
001-550-501-200	OFFICE SUPPLIES	108.01	0.00
001-550-501-208	JANITORIAL SUPPLIES	811.37	0.00
001-550-501-415	SPORTS PROGRAMS	1,588.85	0.00
001-550-512-200	TOURNAMENT SUPPLIES	780.00	0.00
001-550-525-231	GAS & OIL	362.06	0.00
001-550-535-233	UNIFORMS	1,280.75	0.00
001-550-600-300	PROFESSIONAL SERVICE	7,746.50	0.00
001-550-600-330	PHONES/COPIERS/POST	460.94	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-340	UTILITIES	2,681.44	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	80.00	0.00
001-550-690-360	VEHICLE REPAIRS AND M	989.83	0.00
001-550-690-555	DUES, FEES & LICENSES	4,916.21	0.00
001-600-912-806	ERBR 53-420(01) OLD W	20,959.37	0.00
001-600-948-857	DRAINAGE IMPROVEME	6,870.00	0.00
001-653-900-803	LIBRARY CAPITAL IMPRO	1,712.40	0.00
001-800-820-850	2016 TIF PRINCIPAL NIC	40,000.00	0.00
001-800-820-882	2018 BOND 4.5M CAP I	395,000.00	0.00
001-800-830-826	MIDDLETON 2011 BOND	5,397.50	0.00
001-800-830-873	2018 BOND 4.5M CAP I	68,778.13	0.00
001-800-830-884	2019 3M STREET INTERE	32,897.60	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
002-251-501-200	SUPPLIES	266.72	0.00
003-560-820-870	2020 FIRE TRUCK - BANK	40,954.00	0.00
015-505-541-237	OPERATING SUPPLIES	152.73	0.00
015-505-555-250	SMALL EQUIPMENT & T	89.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	144.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	124.48	0.00
015-505-630-400	EQUIPMENT REPAIR &	573.98	0.00
022-322-525-231	GAS & OIL	2,401.19	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	2,262.37	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	16,985.39	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-604-330	COMMUNICATIONS	195.60	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	7,396.27	0.00
022-322-630-400	EQUIPMENT REPAIR &	80.22	0.00
022-322-918-805	MACHINERY/EQUIP/DU	19,386.50	0.00
303-600-600-309	LEGAL AND PROF SVCS E	1,881.25	0.00
319-600-903-851	SIDEWALK/WALKWAY I	8,690.00	0.00
375-551-907-110	TRANSFER TO 001 MAIN	43,750.00	0.00
380-551-600-945	CORNERSTONE PROFESS	8,068.25	0.00
380-551-907-942	EXISTING PARK IMPROV	80,005.57	0.00
Grand Total:		1,065,826.25	70,739.06

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,057,136.25	70,739.06
21007	8,690.00	0.00
Grand Total:	1,065,826.25	70,739.06



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

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

David Wise

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

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES				PAGE	
PRG. ACTPAYLT				FOR: 04/21/21 ACCOUNT 23200								1	
								RUN DATE 04/13/21				11:01 AM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ	
VENDOR:													
3012612404-4/21	04/09/21	124	ATMOS ENERGY										
			0 Utility bill		04/21/21	484.84	.00	ACH					
VENDOR TOTAL:						484.84							
VENDOR:													
1582	04/13/21	132	ALLEN EDWARDS BODY SHOP INC										
			0 Vehicle Repairs		04/21/21	65.45	.00	CHK					
VENDOR TOTAL:						65.45							
VENDOR:													
9854	04/09/21	134	ATWELL & GENT, P.A.										
9855	04/09/21		0 Engineering Services		04/21/21	7775.00	.00	ACH					
9856	04/09/21		0 Engineering Services		04/21/21	14611.31	.00	ACH					
9857	04/09/21		0 Engineering Services		04/21/21	22680.00	.00	ACH					
9858	04/09/21		0 Engineering Services		04/21/21	2260.00	.00	ACH					
9859	04/09/21		0 Engineering Services		04/21/21	1995.00	.00	ACH					
			0 Engineering Services		04/21/21	700.00	.00	ACH					
VENDOR TOTAL:						50021.31							
VENDOR:													
90042 - 3/27/21	04/09/21	146	AT&T MOBILITY										
			0 Cell phones		04/21/21	187.77	.00	CHK					
VENDOR TOTAL:						187.77							
VENDOR:													
314509	04/09/21	202	BELL BUILDING SUPPLY										
			9633 Parts		04/21/21	59.97	.00	ACH					
VENDOR TOTAL:						59.97							
VENDOR:													
MAR 2021	04/09/21	303	C SPIRE WIRELESS										
			0 Phone bill		04/21/21	462.96	.00	CHK					
VENDOR TOTAL:						462.96							
VENDOR:													
APR 2021-TAX	04/12/21	306	CITY OF STARKVILLE-TAX&ADMIN										
			0 Tax Equivalency		04/21/21	113750.00	.00	CHK					
VENDOR TOTAL:						113750.00							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

RUN DATE 04/13/21 PAGE 2
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	307	CITY OF STARKVILLE								
MAR 2021	04/12/21	0 Due to City		04/21/21	1278.28	.00	CHK			
				VENDOR TOTAL:	1278.28					
VENDOR:	400	IVY AUTO PARTS								
660128	04/09/21	9636 Supplies		04/21/21	173.92	.00	ACH			
				VENDOR TOTAL:	173.92					
VENDOR:	508	EQUIPMENT INCORPORATED								
135710462	04/09/21	9639 Equipment Maintenance		04/21/21	135.36	.00	ACH			
				VENDOR TOTAL:	135.36					
VENDOR:	616	FUELMAN								
NP59886414	04/09/21	0 Fuel		04/21/21	3449.78	.00	CHK			
NP59919512	04/12/21	0 Fuel		04/21/21	3740.76	.00	CHK			
				VENDOR TOTAL:	7190.54					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-141134	04/09/21	9637 Vehicle Maintenance		04/21/21	1110.87	.00	CHK			
				VENDOR TOTAL:	1110.87					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
3/31/21 STMT	04/09/21	9643 ROW Clearing		04/21/21	355.32	.00	ACH			
				VENDOR TOTAL:	355.32					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.								
50020221-00 & 02	04/12/21	9609 Materials		04/21/21	3093.00	.00	ACH			
				VENDOR TOTAL:	3093.00					
VENDOR:	801	QUADIENT FINANCE USA INC.								
3/28/21	04/09/21	0 Postage		04/21/21	500.00	.00	CHK			
				VENDOR TOTAL:	500.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

RUN DATE 04/13/21 PAGE 3
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	804	QUADIENT LEASING USA INC										
N8802257	04/09/21	0	Postage		04/21/21	432.32	.00	CHK				
					VENDOR TOTAL:	432.32						
VENDOR:	809	HOWARD INDUSTRIES, INC.										
935503, 935829	04/09/21	9605	Materials-Lights		04/21/21	7997.50	.00	ACH				
					VENDOR TOTAL:	7997.50						
VENDOR:	1010	JT RAY COMPANY										
210329-0002	04/09/21	0	Copier service		04/21/21	120.00	.00	ACH				
					VENDOR TOTAL:	120.00						
VENDOR:	1012	JOHNSON CONTROLS										
22196225	04/12/21	0	Alarm service and repairs		04/21/21	847.77	.00	CHK				
					VENDOR TOTAL:	847.77						
VENDOR:	1106	LESLIE DEAN										
121	04/13/21	0	Maintenance		04/21/21	250.00	.00	ACH				
					VENDOR TOTAL:	250.00						
VENDOR:	1169	LS TECHNOLOGIES LLC										
1165	04/12/21	0	Cameras		04/21/21	3895.98	.00	ACH				
					VENDOR TOTAL:	3895.98						
VENDOR:	1205	LOWE'S										
06701	04/13/21	9660	Parts		04/21/21	14.79	.00	CHK				
					VENDOR TOTAL:	14.79						
VENDOR:	1305	NEXAIR, LLC										
08707522	04/12/21	9659	Gas cylinder rentals		04/21/21	53.78	.00	ACH				
					VENDOR TOTAL:	53.78						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

RUN DATE 04/13/21 PAGE 4
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1321	MSU-FACILITIES	MGMT DEPT								
3/29/21	04/12/21	0	Annual Radio Tower Maintenance		04/21/21	4340.00	.00	CHK			
			VENDOR TOTAL:			4340.00					
VENDOR:	1335	VERIZON CONNECT	NWF, INC								
OSV000002400618	04/12/21	0	Vehicle GPS Services-CITY206		04/21/21	809.50	.00	CHK			
			VENDOR TOTAL:			809.50					
VENDOR:	1394	NARRATIVE 12	LLC								
4/12/21	04/12/21	0	Consulting		04/21/21	2025.00	.00	ACH			
			VENDOR TOTAL:			2025.00					
VENDOR:	1400	NESCO									
9123,9318,9433	04/12/21	9644	Materials		04/21/21	887.65	.00	ACH			
			VENDOR TOTAL:			887.65					
VENDOR:	1525	OKTIBBEHA CO.	CO-OP								
226,411,429,360	04/12/21	9627	Uniforms		04/21/21	1337.38	.00	ACH			
659041	04/12/21	9640	Supplies		04/21/21	42.95	.00	ACH			
			VENDOR TOTAL:			1380.33					
VENDOR:	1527	OKT. BOARD OF SUPERVISORS									
4/06/21	04/12/21	0	After-hours Answering Servic		04/21/21	7200.00	.00	CHK			
			VENDOR TOTAL:			7200.00					
VENDOR:	1810	REGIONS COMMERCIAL	BANKCARD								
4/03/21	04/09/21	0	Supplies, Training		04/21/21	2844.78	.00	CHK			
			VENDOR TOTAL:			2844.78					
VENDOR:	1818	UNITED RENTALS, INC.									
943761631-165	04/12/21	9652	Equipment rental		04/21/21	1000.00	.00	ACH			
			VENDOR TOTAL:			1000.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1886	SEDC									
4578	04/09/21	0	Billing services		04/21/21	23442.40	.00	ACH			
					VENDOR TOTAL:	23442.40					
VENDOR:	1887	S & S LINE SERVICE INC									
2260-2261	04/09/21	0	ROW Clearing		04/21/21	6589.20	.00	ACH			
2262-2265	04/12/21	0	ROW Clearing		04/21/21	8540.20	.00	ACH			
					VENDOR TOTAL:	15129.40					
VENDOR:	1931	STARKVILLE SANITATION DEPT									
MAR 2021	04/12/21	0	Sanitation Collections		04/21/21	292484.12	.00	CHK			
					VENDOR TOTAL:	292484.12					
VENDOR:	1933	STARKVILLE WATER DEPT									
MAR 2021	04/12/21	0	Water-Sewer Collections		04/21/21	863958.02	.00	ACH			
					VENDOR TOTAL:	863958.02					
VENDOR:	2021	TCC FACILITIES MANAGMENT INC									
4246	04/13/21	0	Janitorial services		04/21/21	450.00	.00	ACH			
					VENDOR TOTAL:	450.00					
VENDOR:	2036	TRUCK CENTER, INC.									
165426546	04/13/21	9661	Truck Repairs		04/21/21	870.05	.00	ACH			
					VENDOR TOTAL:	870.05					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
INV0027367	04/09/21	0	Training		04/21/21	400.00	.00	ACH			
					VENDOR TOTAL:	400.00					
VENDOR:	2116	UTILITECH									
2440	04/09/21	0	Product Development and Supp		04/21/21	500.00	.00	ACH			
					VENDOR TOTAL:	500.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

RUN DATE 04/13/21 PAGE 6
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2117	UTILITY MAINT SPECIALIST INC								
4260, 4263	04/09/21	0 SW Substation Testing		04/21/21	2640.28	.00	ACH			
		VENDOR TOTAL:			2640.28					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.								
00381173	04/09/21	9642 Gas cylinder rentals		04/21/21	37.57	.00	ACH			
		VENDOR TOTAL:			37.57					
VENDOR:	2122	UPCHURCH SERVICES LLC								
177629	04/09/21	0 HVAC Repairs		04/21/21	1782.59	.00	ACH			
		VENDOR TOTAL:			1782.59					
VENDOR:	2210	VERIZON WIRELESS								
98726279434	04/09/21	0 AMI M2M Data Usage		04/21/21	657.20	.00	CHK			
9876621719	04/09/21	0 Phone bill 2821-01		04/21/21	1075.79	.00	CHK			
		VENDOR TOTAL:			1732.99					
VENDOR:	2305	WASTE PRO								
213855	04/09/21	9641 Dumpster fees		04/21/21	55.00	.00	ACH			
		VENDOR TOTAL:			55.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
64341, 65151	04/09/21	0 Water		04/21/21	65.60	.00	ACH			
CLR0421-266	04/09/21	0 Water		04/21/21	20.00	.00	ACH			
		VENDOR TOTAL:			85.60					
VENDOR:	2334	WORSHAM BROTHERS CONSTR LLC								
RFP#7 - 3/31/21	04/09/21	0 Operations Center Constructi		04/21/21	195415.00	.00	ACH			
		VENDOR TOTAL:			195415.00					
VENDOR:	99009746	SYNERGETICS DCS, INC								
INV-040822	04/12/21	0 Network services		04/21/21	312.50	.00	ACH			
		VENDOR TOTAL:			312.50					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23200

UNPAID INVOICES

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VENDOR: 99009971 SERVICEMASTER RESTORATION

212315	04/09/21	0	Janitorial cleaning	04/21/21	438.00	.00	ACH
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VENDOR TOTAL: 438.00

GRAND TOTAL:	1612702.51
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STARKVILLE WATER DEPT PRG. ACTPAYLT		ACCOUNTS PAYABLE LISTING FOR: 04/21/21 ACCOUNT 23110				UNPAID INVOICES			PAGE		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000105209	04/12/21	4755 Asphalt		04/21/21	441.00	.00	ACH				
				VENDOR TOTAL:	441.00						
VENDOR: 188 BOX CONSTRUCTION LLC											
4/04/21 - 10-14	04/09/21	0 Water & Sewer repairs		04/21/21	12251.50	.00	ACH				
				VENDOR TOTAL:	12251.50						
VENDOR: 191 BANCORPSOUTH-2019 BONDS											
5/01/21	04/09/21	0 Bond Payment 82-0097-01-2		04/21/21	508275.00	.00	ACH				
				VENDOR TOTAL:	508275.00						
VENDOR: 202 BELL BUILDING SUPPLY											
314426, 314245	04/12/21	4800 Parts		04/21/21	46.66	.00	ACH				
315605	04/12/21	4800 Parts		04/21/21	12.18	.00	ACH				
				VENDOR TOTAL:	58.84						
VENDOR: 267 COLUMBUS FENCE COMPANY, LLC											
25262	04/12/21	4782 Repairs		04/21/21	500.00	.00	CHK				
				VENDOR TOTAL:	500.00						
VENDOR: 324 CITY ALIGNMENT SERVICE LLC											
76136, 76088	04/12/21	4807 Truck Repairs		04/21/21	1400.07	.00	CHK				
				VENDOR TOTAL:	1400.07						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
225-1,251,172,22	04/12/21	4821 Materials		04/21/21	7500.40	.00	CHK				
3110833-00 & 01	04/12/21	4753 Materials		04/21/21	2125.00	.00	CHK				
3110916, 0892	04/12/21	4763 Materials		04/21/21	1128.00	.00	CHK				
3110990-00	04/12/21	4781 Materials		04/21/21	2150.00	.00	CHK				
3111034, 3111042	04/12/21	4788 Supplies		04/21/21	4214.75	.00	CHK				
				VENDOR TOTAL:	17118.15						

STARKVILLE WATER DEPT PRG. ACTPAYLT			ACCOUNTS PAYABLE LISTING FOR: 04/21/21 ACCOUNT 23110				UNPAID INVOICES			PAGE	
INVOICE		DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:		451	DILL'S PLUMBING & REPAIR								
3535		04/12/21	0 Water leak repairs		04/21/21	96.30	.00	CHK			
					VENDOR TOTAL:	96.30					
VENDOR:		604	FASTENAL								
MSSTA96991		04/12/21	4826 Supplies		04/21/21	2161.64	.00	ACH			
					VENDOR TOTAL:	2161.64					
VENDOR:		605	FERGUSON ENTERPRISES LLC								
1720957,1693358		04/12/21	4888 Repair parts		04/21/21	983.97	.00	CHK			
					VENDOR TOTAL:	983.97					
VENDOR:		606	4-COUNTY EPA								
MAR 2021		04/12/21	0 Utilities expense		04/21/21	13386.90	.00	CHK			
					VENDOR TOTAL:	13386.90					
VENDOR:		620	G & C SUPPLY CO., INC.								
6813212,448,449		04/12/21	4620 Meter boxes		04/21/21	591.27	.00	ACH			
					VENDOR TOTAL:	591.27					
VENDOR:		626	GROUNDSTONE CONSTRUCTION								
361-1		04/13/21	0 Repairs		04/21/21	2760.00	.00	ACH			
					VENDOR TOTAL:	2760.00					
VENDOR:		639	GOLDEN TRIANGLE								
3062042021		04/12/21	0 Billing services		04/21/21	125.00	.00	ACH			
					VENDOR TOTAL:	125.00					
VENDOR:		690	GARVER LLC								
19W10070-9		04/09/21	0 Engineering-Trim Cane		04/21/21	1500.00	.00	ACH			
19W10280-18		04/09/21	0 Engineering-Green Oaks		04/21/21	9500.00	.00	ACH			
					VENDOR TOTAL:	11000.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1018-140760	04/12/21	4805 Tire repairs		04/21/21	201.16	.00	CHK			
141713,141736	04/12/21	4825 Tires		04/21/21	220.15	.00	CHK			
				VENDOR TOTAL:	421.31					
VENDOR: 702 HACH										
12405326, 5336	04/12/21	8531 Chemicals		04/21/21	550.22	.00	ACH			
				VENDOR TOTAL:	550.22					
VENDOR: 703 HARCROS CHEMICALS INC										
773535600	04/12/21	4827 Chemicals		04/21/21	4074.40	.00	CHK			
				VENDOR TOTAL:	4074.40					
VENDOR: 825 H & H CONSTRUCTION & EXC LLC										
1104, 1107	04/13/21	0 Water & Sewer repairs		04/21/21	2242.50	.00	ACH			
				VENDOR TOTAL:	2242.50					
VENDOR: 1010 JT RAY CO										
210331-0001	04/12/21	0 New Copier for WWTP		04/21/21	1299.00	.00	ACH			
				VENDOR TOTAL:	1299.00					
VENDOR: 1017 J & P CONSTRUCTION CO INC										
RFP#16 - 4/1/21	04/09/21	0 WWTP Biosolids Construction		04/21/21	14625.00	.00	ACH			
				VENDOR TOTAL:	14625.00					
VENDOR: 1104 LANDERS SOUTH LLC										
240275	04/12/21	4602 New Truck		04/21/21	23579.00	.00	CHK			
				VENDOR TOTAL:	23579.00					
VENDOR: 1106 LESLIE DEAN										
119, 120	04/13/21	0 Maintenance		04/21/21	1775.00	.00	ACH			
				VENDOR TOTAL:	1775.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1168		LEE'S PRECAST CONCRETE									
23005	04/12/21	8015	Concrete		04/21/21	800.00	.00	ACH				
			VENDOR TOTAL:			800.00						
VENDOR:	1192		LYLE MACHINERY									
W07905	04/12/21	4818	Equipment Repairs		04/21/21	1236.09	.00	ACH				
			VENDOR TOTAL:			1236.09						
VENDOR:	1205		LOWE'S									
10042	04/12/21	4822	Supplies		04/21/21	66.87	.00	CHK				
			VENDOR TOTAL:			66.87						
VENDOR:	1312		MSDEQ									
MS-GW15722,12215	04/12/21	0	Water Well Permit		04/21/21	20.00	.00	CHK				
			VENDOR TOTAL:			20.00						
VENDOR:	1322		MMC MATERIALS, INC.									
697570	04/12/21	4816	Concrete		04/21/21	180.00	.00	CHK				
			VENDOR TOTAL:			180.00						
VENDOR:	1330		MIDSOUTH SEPTIC SERVICES LLC									
36553	04/12/21	4850	Small Equipment		04/21/21	460.48	.00	CHK				
37049	04/12/21	4850	Parts		04/21/21	399.21	.00	CHK				
			VENDOR TOTAL:			859.69						
VENDOR:	1341		MS DEVELOPMENT AUTHORITY									
4/01/21	04/09/21	0	CAP Loan Payments		04/21/21	27070.29	.00	CHK				
			VENDOR TOTAL:			27070.29						
VENDOR:	1390		JACKSON NEWELL PAPER CO									
3129674	04/12/21	4830	Supplies		04/21/21	8.65	.00	ACH				
3129948	04/12/21	8505	Supplies		04/21/21	33.44	.00	ACH				
3130935	04/12/21	8526	Supplies		04/21/21	119.52	.00	ACH				
			VENDOR TOTAL:			161.61						

STARKVILLE WATER DEPT PRG. ACTPAYIT			ACCOUNTS PAYABLE LISTING FOR: 04/21/21 ACCOUNT 23110			UNPAID INVOICES		RUN DATE 04/13/21		PAGE 5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1392	NUNLEY TRUCKING CO, INC.									
30944, 30943	04/12/21	4823 Gravel		04/21/21	3409.72	.00	CHK				
VENDOR:	1400	NESCO						3409.72			
S2449195.001	04/12/21	8012 Materials		04/21/21	310.64	.00	ACH				
VENDOR:	1482	ORMAN'S WELDING & FABR INC						310.64			
33238	04/12/21	8527 Repairs		04/21/21	295.30	.00	ACH				
VENDOR:	1525	OKTIBBEHA COUNTY COOP						295.30			
4806	04/12/21	4806 Supplies		04/21/21	136.00	.00	ACH				
658490,688,576	04/12/21	4762 Soil		04/21/21	332.08	.00	ACH				
660576	04/12/21	4828 Soil		04/21/21	148.00	.00	ACH				
VENDOR:	1627	PROGRAPHICS						616.08			
78627	04/12/21	4901 Truck Decals		04/21/21	100.00	.00	CHK				
78636	04/12/21	4776 File Processing		04/21/21	978.00	.00	CHK				
VENDOR:	1884	STARKVILLE GARBAGE						1078.00			
3/26/21	04/09/21	0 Garbage disposal-600137		04/21/21	89.29	.00	CHK				
VENDOR:	1905	STARKVILLE AUTO PARTS						89.29			
141236, 141708	04/12/21	4824 Parts		04/21/21	97.61	.00	CHK				
VENDOR:	2000	TALKING WARRIOR WATER ASSOC						97.61			
MAR 2021	04/12/21	0 TWWA Water Revenues		04/21/21	1548.80	.00	ACH				
VENDOR:								1548.80			

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 04/21/21 ACCOUNT 23110				UNPAID INVOICES			PAGE RUN DATE 04/13/21 11:10 AM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	2104	UPS										
24W1X6131, 6141	04/09/21	0	Postage		04/21/21	300.80	.00	CHK				
					VENDOR TOTAL:	300.80						
VENDOR:	2202	WAYPOINT ANALYTICAL										
1058497,58581	04/12/21	8515	Testing		04/21/21	504.00	.00	ACH				
					VENDOR TOTAL:	504.00						
VENDOR:	2210	VERIZON WIRELESS										
9876651720	04/09/21	0	Phone bill 2821-03		04/21/21	985.43	.00	CHK				
					VENDOR TOTAL:	985.43						
VENDOR:	2221	VOLKERT, INC.										
02603007	04/09/21	0	Engineering-WWTP Biosolids		04/21/21	6781.50	.00	ACH				
					VENDOR TOTAL:	6781.50						
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
65600	04/12/21	4829	Water		04/21/21	24.60	.00	ACH				
CLR0421-268	04/09/21	0	Water		04/21/21	10.00	.00	ACH				
					VENDOR TOTAL:	34.60						
VENDOR:	2328	WOFFORD WATER SERVICE INC.										
11648	04/12/21	4817	Chemicals		04/21/21	6066.30	.00	ACH				
					VENDOR TOTAL:	6066.30						
VENDOR:	9909807	THOMAS WARE										
4/05/21	04/09/21	0	Travel expense		04/21/21	43.98	.00	ACH				
					VENDOR TOTAL:	43.98						
VENDOR:	99009732	MS DEPT OF REVENUE (TAGS)										
4/10/21	04/12/21	0	Vehicle Tags		04/21/21	36.00	.00	CHK				
					VENDOR TOTAL:	36.00						

STARKVILLE WATER DEPT
PRG. ACTPAYIT

ACCOUNTS PAYABLE LISTING
FOR: 04/21/21 ACCOUNT 23110

UNPAID INVOICES

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INVOICE DATE PO NBR DESCRIPTION

INVOICE AMOUNT TAX AMOUNT PMT TYP PAID PAID/VOID CHECK/

AMOUNT DATE DATE ACH SEQ

GRAND TOTAL: 672308.67



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 4-20-2021
PAGE: 1

SUBJECT: Request approval of the March 2021 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of the March 2021 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,155,000.00	8,155,000.00	1,136,921.59	7,122,121.72	-1,032,878.28	87.33 %
206 - LIEU OF TAXES	793,500.00	793,500.00	2,067.88	605,079.00	-188,421.00	76.25 %
220 - LICENSES AND PERMITS	226,250.00	229,250.00	34,210.31	142,501.44	-86,748.56	62.16 %
230 - INTERGOVERNMENTAL REVENUES	11,124,872.00	11,595,680.00	1,164,290.23	6,450,915.83	-5,144,764.17	55.63 %
250 - GRANTS	77,670.00	146,291.00	15,275.58	102,682.47	-43,608.53	70.19 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	10,500.00	11,000.00	0.00	10,198.40	-801.60	92.71 %
330 - FINES AND FORFEITS	412,500.00	412,500.00	64,905.78	215,509.81	-196,990.19	52.24 %
340 - MISCELLANEOUS	579,500.00	579,500.00	21,507.69	311,367.20	-268,132.80	53.73 %
360 - CHARGES FOR SERVICES	1,550.00	15,550.00	0.00	14,787.15	-762.85	95.09 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,317,500.00	3,327,500.00	114,295.60	787,800.11	-2,539,699.89	23.68 %
631 - ODDFELLOWS	13,500.00	13,500.00	27.19	158.61	-13,341.39	1.17 %
Department: 000 - UNDESIGNATED Total:	24,712,342.00	25,279,271.00	2,553,501.85	15,763,121.74	-9,516,149.26	62.36 %
Revenue Total:	24,712,342.00	25,279,271.00	2,553,501.85	15,763,121.74	-9,516,149.26	62.36 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,360.00	206,360.00	16,401.96	107,277.21	99,082.79	51.99 %
600 - CONTRACTUAL SERVICES	16,750.00	16,750.00	465.64	3,325.35	13,424.65	19.85 %
Department: 100 - BOARD OF ALDERMEN Total:	223,110.00	223,110.00	16,867.60	110,602.56	112,507.44	49.57 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	329,985.00	329,985.00	25,721.71	159,087.79	170,897.21	48.21 %
500 - SUPPLIES	13,000.00	13,000.00	21.83	1,225.04	11,774.96	9.42 %
600 - CONTRACTUAL SERVICES	21,200.00	21,200.00	1,011.82	10,873.69	10,326.31	51.29 %
900 - CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	365,685.00	365,685.00	26,755.36	171,186.52	194,498.48	46.81 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	298.34	866.88	633.12	57.79 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	298.34	866.88	633.12	57.79 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,140.00	154,240.00	11,719.89	80,439.52	73,800.48	52.15 %
500 - SUPPLIES	1,500.00	1,500.00	56.97	113.04	1,386.96	7.54 %
600 - CONTRACTUAL SERVICES	121,900.00	141,900.00	40,900.89	131,398.03	10,501.97	92.60 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	278,040.00	298,140.00	52,677.75	211,950.59	86,189.41	71.09 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	297,610.00	297,610.00	23,869.29	171,116.92	126,493.08	57.50 %
500 - SUPPLIES	500.00	500.00	0.00	152.19	347.81	30.44 %
600 - CONTRACTUAL SERVICES	102,000.00	102,000.00	6,018.27	84,963.29	17,036.71	83.30 %
900 - CAPITAL OUTLAY	80,000.00	80,000.00	1,820.00	32,738.76	47,261.24	40.92 %
Department: 123 - IT Total:	480,110.00	480,110.00	31,707.56	288,971.16	191,138.84	60.19 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	3,000.00	3,000.00	1,001.82	1,029.80	1,970.20	34.33 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	0.00	0.00	24,500.00	0.00 %
Department: 130 - ELECTIONS Total:	27,500.00	27,500.00	1,001.82	1,029.80	26,470.20	3.74 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	408,880.00	408,880.00	27,914.16	199,594.40	209,285.60	48.81 %
600 - CONTRACTUAL SERVICES	86,500.00	86,500.00	0.00	50,000.00	36,500.00	57.80 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 142 - CITY CLERKS OFFICE Total:	495,380.00	495,380.00	27,914.16	249,594.40	245,785.60	50.38 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	1,569.01	3,436.10	6,063.90	36.17 %
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	1,347.63	7,449.28	17,550.72	29.80 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	2,808.79	191.21	93.63 %
Department: 145 - OTHER ADMINISTRATIVE Total:	39,000.00	39,000.00	2,916.64	13,694.17	25,305.83	35.11 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,000.00	8,000.00	1,422.50	3,672.50	4,327.50	45.91 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,000.00	8,000.00	1,422.50	3,672.50	4,327.50	45.91 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	4,307.20	32,315.58	37,629.42	46.20 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	4,307.20	32,315.58	37,629.42	46.20 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	21,121.04	112,042.91	102,957.09	52.11 %
Department: 169 - LEGAL Total:	215,000.00	215,000.00	21,121.04	112,042.91	102,957.09	52.11 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	227,380.00	227,380.00	17,966.87	120,646.83	106,733.17	53.06 %
500 - SUPPLIES	3,500.00	3,500.00	0.00	449.76	3,050.24	12.85 %
600 - CONTRACTUAL SERVICES	28,900.00	28,900.00	17,546.53	28,187.80	712.20	97.54 %
Department: 180 - HUMAN RESOURCES Total:	259,780.00	259,780.00	35,513.40	149,284.39	110,495.61	57.47 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	265,120.00	265,120.00	12,452.40	134,936.03	130,183.97	50.90 %
500 - SUPPLIES	1,625.00	1,625.00	6.00	157.00	1,468.00	9.66 %
600 - CONTRACTUAL SERVICES	37,400.00	38,900.00	1,652.29	15,951.00	22,949.00	41.01 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	1,600.00	16,760.00	3,240.00	83.80 %
Department: 190 - CITY PLANNER Total:	324,145.00	325,645.00	15,710.69	167,804.03	157,840.97	51.53 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	119,540.00	119,540.00	4,147.10	35,809.91	83,730.09	29.96 %
Department: 191 - EXTERNAL SERVICE Total:	119,540.00	119,540.00	4,147.10	35,809.91	83,730.09	29.96 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	56,000.00	66,000.00	-3,794.03	55,282.82	10,717.18	83.76 %
600 - CONTRACTUAL SERVICES	90,500.00	90,500.00	4,968.99	40,398.39	50,101.61	44.64 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	1,793.00	1,793.00	50.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	150,086.00	160,086.00	2,071.46	97,474.21	62,611.79	60.89 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	18,499.00	1,501.00	92.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	25,482.00	36,446.00	41.15 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	20,000.00	12,000.00	62.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	115,928.00	115,928.00	0.00	63,981.00	51,947.00	55.19 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	28,000.00	28,000.00	1,500.00	9,850.00	18,150.00	35.18 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	10,400.00	9,600.00	52.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	48,000.00	48,000.00	3,200.00	20,250.00	27,750.00	42.19 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	307,385.00	302,385.00	21,338.30	143,917.55	158,467.45	47.59 %
500 - SUPPLIES	3,900.00	5,400.00	330.41	4,028.03	1,371.97	74.59 %
600 - CONTRACTUAL SERVICES	15,600.00	20,600.00	725.99	9,565.08	11,034.92	46.43 %
800 - DEBT SERVICE	2,181.00	2,181.00	0.00	1,764.97	416.03	80.92 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	332,066.00	333,566.00	22,394.70	159,275.63	174,290.37	47.75 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,370,330.00	4,370,330.00	364,665.52	2,152,871.58	2,217,458.42	49.26 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	423,000.00	423,000.00	35,244.40	181,121.60	241,878.40	42.82 %
600 - CONTRACTUAL SERVICES	513,600.00	546,600.00	31,790.29	245,626.80	300,973.20	44.94 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	4,770.00	-4,770.00	0.00 %
800 - DEBT SERVICE	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
900 - CAPITAL OUTLAY	250,000.00	250,000.00	128,817.69	136,410.19	113,589.81	54.56 %
Department: 201 - POLICE DEPARTMENT Total:	5,671,930.00	5,704,930.00	560,517.90	2,720,800.17	2,984,129.83	47.69 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	307,200.00	307,200.00	15,947.57	109,448.63	197,751.37	35.63 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	395.00	395.00	605.00	39.50 %
Department: 245 - DISPATCHERS Total:	308,200.00	308,200.00	16,342.57	109,843.63	198,356.37	35.64 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	0.00	96,560.00	4,502.49	8,233.39	88,326.61	8.53 %
500 - SUPPLIES	0.00	1,450.00	382.93	774.31	675.69	53.40 %
600 - CONTRACTUAL SERVICES	0.00	3,450.00	0.00	1,510.16	1,939.84	43.77 %
Department: 246 - CODE ENFORCEMENT Total:	0.00	101,460.00	4,885.42	10,517.86	90,942.14	10.37 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,425.00	120,425.00	6,458.38	30,001.51	90,423.49	24.91 %
Department: 254 - DUI GRANT Total:	120,425.00	120,425.00	6,458.38	30,001.51	90,423.49	24.91 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,245,855.00	4,231,335.00	378,246.69	2,160,744.96	2,070,590.04	51.07 %
500 - SUPPLIES	99,000.00	120,308.00	9,955.19	69,635.79	50,672.21	57.88 %
600 - CONTRACTUAL SERVICES	283,600.00	283,600.00	24,074.68	155,054.25	128,545.75	54.67 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	189,000.00	189,000.00	0.00	192,263.00	-3,263.00	101.73 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	41,000.00	55,000.00	33,688.31	249,257.97	-194,257.97	453.20 %
Department: 261 - FIRE DEPARTMENT Total:	4,958,455.00	4,979,243.00	445,964.87	2,826,955.97	2,152,287.03	56.77 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	287,000.00	191,440.00	16,389.90	100,922.41	90,517.59	52.72 %
500 - SUPPLIES	9,500.00	8,050.00	364.13	3,916.99	4,133.01	48.66 %
600 - CONTRACTUAL SERVICES	22,000.00	18,550.00	434.87	6,859.06	11,690.94	36.98 %
800 - DEBT SERVICE	9,115.00	9,115.00	451.38	4,924.63	4,190.37	54.03 %
Department: 281 - BUILDING/CODES OFFICE Total:	327,615.00	227,155.00	17,640.28	116,623.09	110,531.91	51.34 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	16,850.00	16,850.00	4,473.88	5,857.84	10,992.16	34.76 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	22,500.00	22,500.00	4,473.88	5,857.84	16,642.16	26.03 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	858,150.00	858,150.00	55,543.12	328,126.74	530,023.26	38.24 %
500 - SUPPLIES	176,000.00	176,000.00	21,490.90	94,049.78	81,950.22	53.44 %
600 - CONTRACTUAL SERVICES	550,100.00	550,100.00	40,245.69	290,280.53	259,819.47	52.77 %
800 - DEBT SERVICE	97,673.00	97,673.00	34,162.27	52,476.42	45,196.58	53.73 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	32,010.00	-22,010.00	320.10 %
Department: 301 - STREET DEPARTMENT Total:	1,691,923.00	1,691,923.00	151,441.98	796,943.47	894,979.53	47.10 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	97,420.00	97,420.00	4,223.98	21,898.55	75,521.45	22.48 %
500 - SUPPLIES	3,000.00	3,000.00	186.63	785.28	2,214.72	26.18 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	112.89	3,036.24	2,513.76	54.71 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	93,750.00	31,250.00	75.00 %
Department: 360 - ANIMAL CONTROL Total:	230,970.00	230,970.00	35,773.50	119,470.07	111,499.93	51.73 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	867,950.00	817,950.00	60,509.16	384,668.38	433,281.62	47.03 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	237,000.00	292,500.00	16,494.47	108,326.65	184,173.35	37.03 %
600 - CONTRACTUAL SERVICES	510,600.00	505,100.00	43,835.09	247,714.28	257,385.72	49.04 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	8,978.00	8,978.00	50.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	400.00	9,579.00	-7,079.00	383.16 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,636,006.00	1,636,006.00	125,727.72	759,266.31	876,739.69	46.41 %
Department: 552 - PARK AND REC ACTIVITIES						
600 - CONTRACTUAL SERVICES	0.00	14,950.00	3,198.33	23,454.45	-8,504.45	156.89 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	14,950.00	3,198.33	23,454.45	-8,504.45	156.89 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
900 - CAPITAL OUTLAY	2,008,472.00	2,008,472.00	54,377.98	226,667.61	1,781,804.39	11.29 %
Department: 600 - CAPITAL PROJECTS Total:	2,020,472.00	2,020,472.00	54,377.98	226,667.61	1,793,804.39	11.22 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	50,000.00	150,000.00	70,000.00	68.18 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	284,000.00	284,000.00	50,000.00	210,500.00	73,500.00	74.12 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,968,237.00	2,543,237.00	143,237.50	582,784.25	1,960,452.75	22.92 %
Department: 800 - DEBT SERVICE Total:	1,968,237.00	2,543,237.00	143,237.50	582,784.25	1,960,452.75	22.92 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,913,314.00	1,787,885.00	0.00	174.99	1,787,710.01	0.01 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,913,314.00	1,787,885.00	0.00	174.99	1,787,710.01	0.01 %
Expense Total:	24,726,862.00	25,279,271.00	1,895,067.63	10,444,667.46	14,834,603.54	41.32 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-14,520.00	0.00	658,434.22	5,318,454.28	5,318,454.28	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	1,654.75	5,888.50	-4,111.50	58.89 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	35,000.00	1,654.75	5,888.50	-29,111.50	16.82 %
Revenue Total:	35,000.00	35,000.00	1,654.75	5,888.50	-29,111.50	16.82 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	690.06	2,950.47	2,049.53	59.01 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	80.36	80.36	1,919.64	4.02 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	750.00	8,250.00	19,750.00	29.46 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	1,520.42	11,280.83	23,719.17	32.23 %
Expense Total:	35,000.00	35,000.00	1,520.42	11,280.83	23,719.17	32.23 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	134.33	-5,392.33	-5,392.33	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
340 - MISCELLANEOUS	0.00	0.00	0.00	3,575.18	3,575.18	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	320,000.00	320,000.00	0.00	0.00	-320,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	454,000.00	454,000.00	0.00	3,575.18	-450,424.82	0.79 %
Revenue Total:	454,000.00	454,000.00	0.00	3,575.18	-450,424.82	0.79 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	10,500.00	10,500.00	0.00	5,619.63	4,880.37	53.52 %
800 - DEBT SERVICE	366,500.00	366,500.00	1,555.67	102,539.52	263,960.48	27.98 %
900 - CAPITAL OUTLAY	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	454,000.00	454,000.00	1,555.67	108,159.15	345,840.85	23.82 %
Expense Total:	454,000.00	454,000.00	1,555.67	108,159.15	345,840.85	23.82 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-1,555.67	-104,583.97	-104,583.97	0.00 %

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For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	39,023.00	-31,928.00	55.00 %
340 - MISCELLANEOUS	30,200.00	30,200.00	2,500.00	15,018.00	-15,182.00	49.73 %
360 - CHARGES FOR SERVICES	482,358.00	482,358.00	53,312.14	311,595.09	-170,762.91	64.60 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	625,000.00	625,000.00	0.00	0.00	-625,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,208,509.00	1,208,509.00	55,812.14	365,636.09	-842,872.91	30.26 %
Revenue Total:	1,208,509.00	1,208,509.00	55,812.14	365,636.09	-842,872.91	30.26 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	185,650.00	185,650.00	10,903.25	65,162.25	120,487.75	35.10 %
500 - SUPPLIES	344,000.00	344,000.00	67,064.06	197,333.49	146,666.51	57.36 %
600 - CONTRACTUAL SERVICES	107,850.00	107,850.00	20,395.18	61,429.93	46,420.07	56.96 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	5,499.09	-5,499.09	0.00 %
900 - CAPITAL OUTLAY	571,009.00	571,009.00	0.00	0.00	571,009.00	0.00 %
Department: 505 - AIRPORT Total:	1,208,509.00	1,208,509.00	98,362.49	329,424.76	879,084.24	27.26 %
Expense Total:	1,208,509.00	1,208,509.00	98,362.49	329,424.76	879,084.24	27.26 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-42,550.35	36,211.33	36,211.33	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	110,598.00	110,598.00	-646.18	32,394.00	-78,204.00	29.29 %
Department: 000 - UNDESIGNATED Total:	110,598.00	110,598.00	-646.18	32,394.00	-78,204.00	29.29 %
Revenue Total:	110,598.00	110,598.00	-646.18	32,394.00	-78,204.00	29.29 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	26,112.00	26,112.00	0.00	18,280.00	7,832.00	70.01 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	84,486.00	84,486.00	975.00	32,041.83	52,444.17	37.93 %
Department: 515 - RESTRICTED PROJECTS Total:	110,598.00	110,598.00	975.00	50,321.83	60,276.17	45.50 %
Expense Total:	110,598.00	110,598.00	975.00	50,321.83	60,276.17	45.50 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-1,621.18	-17,927.83	-17,927.83	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,750,000.00	2,750,000.00	226,866.15	1,420,073.84	-1,329,926.16	51.64 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	335,000.00	335,000.00	0.00	5,860.00	-329,140.00	1.75 %
Department: 000 - UNDESIGNATED Total:	3,085,000.00	3,085,000.00	226,866.15	1,425,933.84	-1,659,066.16	46.22 %
Revenue Total:	3,085,000.00	3,085,000.00	226,866.15	1,425,933.84	-1,659,066.16	46.22 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,572,400.00	1,572,400.00	129,380.10	747,171.94	825,228.06	47.52 %
500 - SUPPLIES	155,000.00	155,000.00	17,322.48	80,517.62	74,482.38	51.95 %
600 - CONTRACTUAL SERVICES	792,450.00	792,450.00	72,013.14	436,916.16	355,533.84	55.13 %
800 - DEBT SERVICE	216,800.00	216,800.00	3,743.59	69,216.09	147,583.91	31.93 %
900 - CAPITAL OUTLAY	348,350.00	348,350.00	0.00	56,348.00	292,002.00	16.18 %
Department: 322 - SANITATION DEPARTMENT Total:	3,085,000.00	3,085,000.00	222,459.31	1,390,169.81	1,694,830.19	45.06 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	0.00	0.00	0.00	-429.08	429.08	0.00 %
Department: 341 - LANDSCAPING Total:	0.00	0.00	0.00	-429.08	429.08	0.00 %
Expense Total:	3,085,000.00	3,085,000.00	222,459.31	1,389,740.73	1,695,259.27	45.05 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	4,406.84	36,193.11	36,193.11	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	0.00	100,754.99	-149,245.01	40.30 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	0.00	100,754.99	-149,245.01	40.30 %
Revenue Total:	250,000.00	250,000.00	0.00	100,754.99	-149,245.01	40.30 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	100,754.99	100,754.99	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	35,000.00	35,000.00	5,171.00	20,119.75	-14,880.25	57.49 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	5,171.00	20,119.75	-29,880.25	40.24 %
Revenue Total:	50,000.00	50,000.00	5,171.00	20,119.75	-29,880.25	40.24 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	10,947.96	39,052.04	21.90 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	0.00	10,947.96	39,052.04	21.90 %
Expense Total:	50,000.00	50,000.00	0.00	10,947.96	39,052.04	21.90 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	5,171.00	9,171.79	9,171.79	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	177.55	1,156.77	-18,843.23	5.78 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,520,000.00	1,520,000.00	177.55	1,156.77	-1,518,843.23	0.08 %
Revenue Total:	1,520,000.00	1,520,000.00	177.55	1,156.77	-1,518,843.23	0.08 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	1,520,000.00	1,520,000.00	26,344.11	335,712.95	1,184,287.05	22.09 %
Department: 600 - CAPITAL PROJECTS Total:	1,520,000.00	1,520,000.00	26,344.11	335,712.95	1,184,287.05	22.09 %
Expense Total:	1,520,000.00	1,520,000.00	26,344.11	335,712.95	1,184,287.05	22.09 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-26,166.56	-334,556.18	-334,556.18	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	22,145.00	142,231.99	122,231.99	711.16 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,520,000.00	2,520,000.00	22,145.00	142,231.99	-2,377,768.01	5.64 %
Revenue Total:	2,520,000.00	2,520,000.00	22,145.00	142,231.99	-2,377,768.01	5.64 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	106.98	5,309.48	-309.48	106.19 %
900 - CAPITAL OUTLAY	2,515,000.00	2,515,000.00	14,977.00	469,436.22	2,045,563.78	18.67 %
Department: 600 - CAPITAL PROJECTS Total:	2,520,000.00	2,520,000.00	15,083.98	474,745.70	2,045,254.30	18.84 %
Expense Total:	2,520,000.00	2,520,000.00	15,083.98	474,745.70	2,045,254.30	18.84 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	7,061.02	-332,513.71	-332,513.71	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 03/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,650,000.00	1,650,000.00	177,772.57	1,051,674.25	-598,325.75	63.74 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,300,000.00	2,300,000.00	177,772.57	1,051,674.25	-1,248,325.75	45.72 %
Revenue Total:	2,300,000.00	2,300,000.00	177,772.57	1,051,674.25	-1,248,325.75	45.72 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,347,452.00	1,347,452.00	1,500.00	513,318.04	834,133.96	38.10 %
900 - CAPITAL OUTLAY	777,548.00	777,548.00	0.00	0.00	777,548.00	0.00 %
950 - TRANSFERS	175,000.00	175,000.00	0.00	87,500.00	87,500.00	50.00 %
Department: 551 - PARK & REC TOURISM Total:	2,300,000.00	2,300,000.00	1,500.00	600,818.04	1,699,181.96	26.12 %
Expense Total:	2,300,000.00	2,300,000.00	1,500.00	600,818.04	1,699,181.96	26.12 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	176,272.57	450,856.21	450,856.21	0.00 %
Report Surplus (Deficit):	-14,520.00	0.00	779,586.22	5,156,667.69	5,156,667.69	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-14,520.00	0.00	658,434.22	5,318,454.28	5,318,454.28
002 - RESTRICTED POLICE FUND	0.00	0.00	134.33	-5,392.33	-5,392.33
003 - RESTRICTED FIRE FUND	0.00	0.00	-1,555.67	-104,583.97	-104,583.97
015 - AIRPORT FUND	0.00	0.00	-42,550.35	36,211.33	36,211.33
016 - RESTRICTED AIRPORT	0.00	0.00	-1,621.18	-17,927.83	-17,927.83
022 - ENVIRONMENTAL SERVICES	0.00	0.00	4,406.84	36,193.11	36,193.11
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	100,754.99	100,754.99
107 - COMPUTER ASSESSMENTS	0.00	0.00	5,171.00	9,171.79	9,171.79
303 - INDUSTRIAL PARK BOND	0.00	0.00	-26,166.56	-334,556.18	-334,556.18
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	7,061.02	-332,513.71	-332,513.71
375 - PARK AND REC TOURISM	0.00	0.00	176,272.57	450,856.21	450,856.21
Report Surplus (Deficit):	-14,520.00	0.00	779,586.22	5,156,667.69	5,156,667.69



Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Report
As of March 31, 2021

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 38,745,000	\$ 2,925,256	\$ 17,967,125	(20,777,875)	46.37%
Other Revenue	1,752,000	161,209	834,208	(917,792)	47.61%
Total Revenue	\$ 40,497,000	\$ 3,086,465	\$ 18,801,333	(21,695,667)	46.43%
<u>Expenses</u>					
Purchased Power Expense	\$ 30,050,000	\$ 2,143,662	\$ 13,344,874	16,705,126	44.41%
Payroll Expenses	2,543,425	186,231	1,268,567	1,274,858	49.88%
Operating Expenses	1,036,500	95,470	406,650	629,850	39.23%
Maintenance Expense	1,420,000	106,134	605,047	814,953	42.61%
Capital Expense	5,026,000	973,924	3,177,975	1,848,025	63.23%
Debt Expense	1,203,659	2,160	1,129,112	74,547	93.81%
Tax Equivalency	1,365,000	113,750	682,500	682,500	50.00%
Total Expenses	\$ 42,644,584	\$ 3,621,331	\$ 20,614,725	22,029,859	48.34%
Total Revenue Over Expenses	\$ (2,147,584)	\$ (534,866)	\$ (1,813,392)	\$ 334,192	84.44%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Report
As of March 31, 2021

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 610,545	\$ 3,926,168	(3,573,832)	52.35%
Other Revenues	3,233,702	48,756	1,248,329	(1,985,373)	38.60%
Total Revenues	\$ 10,733,702	\$ 659,301	\$ 5,174,497	(5,559,205)	48.21%
<u>Expenses</u>					
Payroll Expense	\$ 2,126,095	\$ 157,899	\$ 961,641	1,164,454	45.23%
Operating Expense	1,387,500	128,326	713,006	674,494	51.39%
Maintenance Expense	2,842,915	207,241	1,750,389	1,092,526	61.57%
Capital Expense	2,845,000	106,147	202,871	2,642,129	7.13%
Debt Expense	1,496,888	69,687	556,907	939,981	37.20%
Total Expenses	\$ 10,698,398	\$ 669,300	\$ 4,184,814	6,513,584	39.12%
Total Revenues Over Expenses	\$ 35,304	\$ (9,999)	\$ 989,683	\$ 954,379	2803.32%

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

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request authorization to hire Jarrod Womack as a Maintenance Worker in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Jarrold Womack -Non-Exempt Annual Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2020/21 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Marvin Cungious who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jarrod Womack as a Maintenance Worker in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request authorization to transfer Donnie Scales from the Sanitation & Environmental Services Department to the Street Department as an Equipment Operator.

AMOUNT & SOURCE OF FUNDING:

Pay will remain the same at a Grade 4, Non Exempt \$31,200.00 (\$15.00 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This is a replacement position previously held by Bradley Roberson who resigned.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Engineer

FOR MORE INFORMATION CONTACT:

Edward Kemp, Engineer or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to transfer Donnie Scales from the Sanitation & Environmental Services Department to the Street Department as an Equipment Operator.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request authorization to hire Archie Stallings as an Entry Level Firefighter and to hire Austin Mask and Dylan Rockwell as part-time Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Archie Stallings- Non-Exempt, Rate of \$28,938.00 (\$10.50 per hour) for entry level based on 2756 hours.

Austin Mask - Non-Exempt, Rate of \$12.00 per hour, based on 1378 (part-time) hours.

Dylan Rockwell - Non-Exempt, Rate of \$12.00 per hour, based on 1378 (part-time) hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

The full-time position is a replacement position previously held by Megan Aucoin who resigned. The part-time position were previously held by Matthew Schober who resigned and the other one is being added due to employees being out on military leave.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Archie Stallings as Entry Level Firefighter+ and to hire Austin Mask and Dylan Rockwell as part-time Firefighters in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request Authorization to hire Sarah Burton, Cayla Davis, Zavien Landfair and Anna D' Aquilla as Recreation Aides for the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt, Rate of \$10.00 per hour, based on 1040 hours.

FISCAL NOTE:

Budgeted from line item #001-550-430-115

AUTHORIZATION HISTORY:

These replacement positions previously held by Garrett Hearn, Charlie Perkins, Daisy Wiggins, and Sammy Willcutt.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Sarah Burton, Cayla Davis, Zavien Landfair and Anna D' Aquilla as Recreation Aides for the Parks and Recreation Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request Authorization to hire Griff Lippincott and Drew Lee as Parks Grounds Maintenance for the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt, Rate of \$12.07 per hour, based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-550-430-110

AUTHORIZATION HISTORY:

These are replacement positions previously held by Timothy Neal and Marquis Jordan.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Griff Lippincott and Drew Lee as Parks Grounds Maintenance for the Parks and Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2021
Page: 1

SUBJECT:

Request authorization to hire Tyson Malik Tate as a Maintenance Workers in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Tyson Malik Tate - Annual Salary of \$25,106 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jamarrion Brown who resigned.

REQUESTING DEPARTMENT:

Starkville Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Tyson Malik Tate as a Maintenance Workers in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2020
Page: 1

SUBJECT:

Request authorization to advertise for a Human Resources Assistant/Training Coordinator in the Human Resources Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt \$37,440 (\$18.00 hour) to \$45,000 (\$21.63 per hour) based on 2080 hours.

FISCAL NOTE:

Salary for this position will be absorbed in the FY 2020/21 total budget. There are no fiscal impacts to the City of Starkville budget.

AUTHORIZATION HISTORY:

This agenda item is part of the restructuring to help support the exciting growth of the City. The primary purpose for adding the Human Resources Assistant/Training Coordinator to the classification plan is to assist the Human Resources Director with planning, organizing, coordinating, and evaluating personnel engaged in the City. Thereby, increasing the skills and knowledge in the department and creating additional resources for all city departments. These needs include recruitment, benefits administration, training, employee engagement, organizational development, and other areas and will likely become increasingly complex over the coming years

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor

SUGGESTED MOTION:

Move approval to advertise for a Human Resources Assistant/Training Coordinator in the Human Resources Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 20, 2020
Page: 1

SUBJECT:

Request authorization to advertise for a Permit Services Technician in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt \$31,200 (\$15.00 hour) to \$37,440 (\$18.00 per hour) based on 2080 hours.

FISCAL NOTE:

Salary for this position will be absorbed in the FY 2020/21 total budget. There are no fiscal impacts to the City of Starkville budget.

AUTHORIZATION HISTORY:

This agenda item is part of the restructuring to help support the exciting growth of the City. It is important to note that this position realigns an existing position to better accomplish the City's goals. The proposed organizational realignment and prioritization of this position will provide the City with greater capacity to focus on permits which requires a high level of engagement to verify that the correct insurance and endorsements for a contractor are submitted for City projects properly.

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor

SUGGESTED MOTION:

Move approval to advertise for a Permit Services Technician in the Community Development Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 20 April 2021
PAGE: 1 of 3

SUBJECT: Discussion and consideration to approve PryroShow, contract for the 4th of July fireworks display.

AMOUNT & SOURCE OF FUNDING:

\$10,200
001-550-600-355

FISCAL NOTE:

PryroShow was best and lowest bid.

AUTHORIZATION HISTORY:

This event has been budgeted for FY2021, and was the same low bid vendor from 2020.

**REQUESTING
DEPARTMENT:** Parks and Recreation

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

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION: Move to approve purchase.



Contract Agreement

This Agreement made on **April 9, 2021** by and between **PYRO SHOWS, Inc., a Tennessee Corporation**, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, and hereinafter referred to as **"PYRO SHOWS"** and **City of Starkville - MS** with its principle place of business located at **110 W Main St , Starkville, MS, 39759**, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **21-MS-07-04C-10200-000207** dated **April 9, 2021**. The Show will be given on **July 4, 2021**. Rain date/postponement date: **No Rain Date Selected 0, 0**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply



for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Starkville - MS shall pay PYRO SHOWS \$ 10,200.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 10,200.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 5,100.00) upon return of signed contract by May 9, 2021. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.



IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.**

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____

Lansden E. Hill Jr.
President and CEO

-OR-

Michael E. Walden
Vice President

DATE: _____

CUSTOMER

BY: _____ **DATE:** _____

Signature

Printed Name

Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Pyro Shows, Inc
PO Box 1776
LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
4/9/2021	21MS000207

Name / Address
City of Starkville 110 W Main Street Starkville, MS 39759

Project	P.O. No.	Show Date	Terms
Starkville	Independence 2021	7/4/2021	50% Dep w/Contract
Description		Deposit Due	Total
Deposit Due per Contract Agreement - City of Starkville Independence Celebration 07/04/2021		5,100.00	5,100.00
Contract #21MS07-04C10200-000207 Total: \$10,200.00			
Out-of-state sale, exempt from sales tax		0.00%	0.00
We appreciate your prompt payment.		Total	\$5,100.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 20 April 2021
PAGE: 1 of 2

SUBJECT: Updated change order replacing incorrect change order presented April 6.

AMOUNT & SOURCE OF FUNDING:

Bond

FISCAL NOTE:

Bond

AUTHORIZATION HISTORY:

On April 6, 2021 a submission was provided for a discussion and consideration to accept the change order for additional conduits for quad A,B,C at a price of \$55,426.00. The change order had the incorrect contract amount and is being lowered to the correct amount.

**REQUESTING
DEPARTMENT:** Parks and Recreation

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

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION: Move to approve change order #2.

Cornerstone Park - Phase 2 **CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 2	CHANGE ORDER NO. 2	
OWNER:	City of Starkville	DATE:	4/15/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

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	Additional conduits at restroom buildings in Quads A, B, C		\$55,425.00
TOTALS		\$0.00	\$55,425.00
OVERALL TOTAL			\$55,425.00

JUSTIFICATION: With the project divided into different construction packages, contractors weren't clear which phase need to account for conduit at the buildings. After further discussion, the design team decided that it is vital to make the conduit part of the scope for Phase 2.

The amount of the Original Contract was:	\$3,192,000.00
Change Order #1 increased the contract amount by:	\$8,067.42
Change Order #2 increased the contract amount by:	\$55,425.00
The Contract Total including this change order will be:	\$3,255,492.42

The Original Contract Completion Date was:	October 28, 2021
Change Order 1 increased the Contract Completion Date by the following # of days:	"0"
Change Order 2 increased the Contract Completion Date by the following # of days:	"25"
The new Contract Completion Date will be:	November 22, 2021

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

Requested	_____	_____
	Phase Manager - Justin Zahner	Date
Recommended	_____	_____
	Project Manager - Dean Thomas	Date
Accepted	_____	_____
	Contractor - T & M Steel Erectors, Inc.	Date
Approved	_____	_____
	City of Starkville Mayor Lynn Spruill	Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: April 20, 2021
PAGE: 1 of 1**

SUBJECT: Consideration to allow Starkville Police Dept. Officers Pearson and Jarvis to attend a Street Drugs Training in Southhaven, MS from April 25-29, 2021 with a cost not to exceed \$850.00.

AMOUNT & SOURCE OF FUNDING: 001-201-690-552 Police Training

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

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

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to allow Starkville Police Dept. Officers Pearson and Jarvis to attend a Street Drugs Training in Southhaven, MS from April 25-29, 2021 with a cost not to exceed \$850.00.



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

AGENDA ITEM NO:
AGENDA DATE: April 20, 2021
PAGE: 1

SUBJECT: Request authorization to declare the Electric Division 2011 Ford Ranger SC XTL (vin:1FTKR1ED8BPA49831) pickup truck as surplus and to auction on govdeals, and authorization to purchase a vehicle replacement from state contract at a cost not to exceed \$21,000.00.

AMOUNT & SOURCE OF FUNDING: 2019 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 authorization to declare the Electric Division 2011 Ford Ranger SC XTL (vin:1FTKR1ED8BPA49831) pickup truck as surplus and to auction on govdeals, and authorization to purchase a vehicle replacement from state contract at a cost not to exceed \$21,000.00.



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

AGENDA ITEM NO:
AGENDA DATE: April 20, 2021
PAGE: 1

SUBJECT: Request authorization to replace the existing Homa # AKX1668-5207129HL/S-S/N # 228140-HP 129-Volts 460-RPM 893 with a new Homa # AKX1668-520/1219HU FM as a sole source request and in accordance with Mississippi Code Section 31-7-13, paragraph m.viii, not to exceed \$70,000. The Homa pump is the only pump that will fit into the current piping configuration, and it will come with a one-year manufacturer's warranty. Rebuilding the existing pump would cost approximately \$50,000 and would carry no warranty.

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 for authorization to replace the existing Homa # AKX1668-5207129HL/S-S/N # 228140-HP 129-Volts 460-RPM 893 with a new Homa # AKX1668-520/1219HU FM as a sole source request, not to exceed \$70,000 due to limitations associated with existing pump station piping at the influent lift station for the Wastewater Plant.



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

AGENDA ITEM NO:
AGENDA DATE: April 20, 2021
PAGE: 1

SUBJECT: Request authorization to proceed as an emergency purchase for three (3) variable frequency drivers (VFD) at the Trim Cane pump station that were damaged due to lightening in an amount not to exceed \$21,000.00. Due to the damage the pump is currently out of service.

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 three (3) variable frequency drivers (VFD) at the Trim Cane pump station that were damaged due to lightening in an amount not to exceed \$21,000.00. 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



CONTROL SYSTEMS, INC.

909 Quinn Street • Jackson, Mississippi 39202
P.O. Box 4852 • Jackson, Mississippi 39296-4852
Phone 601.355.8594 • FAX 601.355.8774

QUOTATION

April 7, 2021

TO: Thomas Ware
Starkville WWTP

email: t.ware@cityofstarkville.org
TEL: 662.769.2166

RE: Waste Water Treatment Plant
Starkville, MS

COMMENTS: We are pleased to offer the following quotation on the above mentioned project.

<u>Item</u>	<u>Qty</u>	<u>Description</u>		<u>Price</u>
1.	1	Danfoss VFD 50HP.480V.3Ø, 71.5FLA	\$5,580.00	\$5,980.00
	1	Installed and Tested by Control Systems, Inc.	\$400.00	
2.	1	Danfoss VFD 50HP.480V.3Ø, 71.5FLA	\$5,580.00	\$5,980.00
	1	Installed and Tested by Control Systems, Inc.	\$400.00	
3.	1	Danfoss VFD 50HP.480V.3Ø, 71.5FLA	\$5,580.00	\$5,980.00
	1	Installed and Tested by Control Systems, Inc.	\$400.00	
			TOTAL NET	<u>\$17,940.00</u>

Payment Terms: NET 30 DAYS
Material Shipment Approximately 4-5 weeks AAD

Steve

Steve Hupperich

E-MAIL - steveh@controlsystinc.com

P:\Files\QUOTES\STAR0407 Danfoss VFD.wpd

A 20% order cancellation fee will be enforced if cancelled after submittals are complete.

Applicable taxes are **NOT** included.

As a supplier, CSI does NOT allow retainage against invoices.

This quotation is good for 60 days.

Page 1 of 2

CONDITIONS OF SALE

NOTE: The following Conditions of Sale are subject to change. All Sales Transactions are subject to the latest published Conditions of Sale of the Control Systems, Inc., Jackson, Mississippi, and to any Special Conditions of Sale which may be contained in applicable Control Systems quotations and acknowledgments. Modified consumer product warranties are provided to customers.

- 1. ACCEPTANCE, GOVERNING PROVISIONS, AND CANCELLATIONS.** No order for Control Systems equipment or services shall be binding upon Control Systems until accepted by a writing of an authorized official of Control Systems or by shipment or other performance of such order. Any such order shall be subject to these Conditions of Sale, and acceptance shall be expressly conditioned on assent to such conditions, which assent shall be deemed given unless purchaser shall expressly notify Control Systems to the contrary prior to any shipment or other performance of an order by Control Systems and, in any event, within five (5) days after receipt of any acknowledgment or confirmation of such order.

No order accepted by Control Systems may be altered or modified by purchaser unless agreed to in writing signed by an authorized official of Control Systems; and no such order may be cancelled or terminated except upon payment of Control Systems' loss, damage and expense arising from such cancellation or termination.

No modified or other conditions will be recognized by Control Systems unless specifically agreed to in writing and failure of Control Systems to object to provisions contained in any purchase order or other communication from a purchaser (including, without limitation, penalty clauses of any kind) shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions.

Any contract for sale and these Conditions shall be governed by and construed according to the laws of the State of Mississippi.

- 2. QUOTATIONS AND PRICES.** Written quotations are conditioned upon acceptance by purchaser within thirty (30) days from date issued and shall be considered as offers by Control Systems to sell during such thirty (30) day period unless sooner terminated by notice. Other Control Systems publications are maintained, as sources of general information and are not quotations or offers to sell.

All prices are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be adjusted to the price in effect at the time of shipment. Downward adjustment of prices shall apply only to unshipped portions of outstanding orders.

All clerical errors are subject to correction.

- 3. PAYMENT TERMS.** Except as may otherwise be stated in quotations, discount schedules, catalogs, or other Control Systems publications, terms of payment to purchasers of satisfactory credit are net invoice amount payment within 30 days.

Control Systems reserves the right at any time to demand full or partial payment before proceeding with a contract of sale if, in its judgment, the financial condition of purchaser shall not justify the terms of payment specified. If delivery is delayed or deferred by purchaser beyond the scheduled date, payment shall be due in full when Control Systems is prepared to ship and the equipment may be stored at the risk and expense of purchaser. If purchaser defaults when any payment is due, then the whole contract price shall become due and payable upon demand, or Control Systems, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract for sale.

- 4. TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax (except the Federal excise tax on vehicles), duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Control Systems and purchaser, shall be paid by purchaser in addition to the prices quoted or invoiced. In the event Control Systems shall be required to pay any such tax, fee or charge, purchaser shall reimburse Control Systems therefore, or, in lieu of such payment, purchaser shall provide Control Systems at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Purchase orders must state the existence and amount of any such tax, fee or charge which it shall be Control Systems' responsibility to collect from purchaser and pay.

- 5. DELIVERY.** Delivery of equipment to a carrier shall constitute delivery to purchaser, and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser at that time.

Great care is taken in packing Control Systems equipment. Control Systems cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by purchaser to the carrier.

Claims for shortages or other errors must be made in writing to Control Systems within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

Except as may otherwise be stated in quotations, discount schedules, catalogs, or other Control Systems publications, freight will be allowed to the common carrier free delivery point nearest the destination on shipments within **THE UNITED STATES EXCLUDING ALASKA AND HAWAII**, except that such freight shall be prepaid but not allowed having a net invoice price of less than Three Hundred Dollars (\$300).

For shipment to **ANY OTHER DESTINATION, INCLUDING ALASKA AND HAWAII**, consult Control Systems office for current publications showing shipping terms that apply.

No allowance will be made in lieu of transportation if purchaser accepts shipment at factory, freight station, or otherwise supplies its own transportation.

Method and route of shipment will be at the discretion of Control Systems unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment specified by purchaser shall be borne by purchaser. Control Systems reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale; and all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve purchaser of its obligations to accept remaining deliveries. Control Systems shall not relieve purchaser of its obligations to accept remaining deliveries. Control

Systems shall not be liable for any damage as a result of any delay due to any cause beyond Control Systems' reasonable control, including, without limitation, an act of God; act of purchaser; embargo or other government act, regulations or request; fire; accident; strike; slow-down; war; riot; delay in transportation; and inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

- 6. SUBSTITUTES.** Control Systems may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, and assumes no liability from deviation from published dimensions and descriptive information not essential to proper performance of the product.

- 7. WARRANTIES TO DISTRIBUTORS AND OTHER COMMERCIAL CUSTOMERS. CONTROL SYSTEMS, INC. WARRANTS EQUIPMENT MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKSMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SHIPMENT BY CONTROL SYSTEMS, INC. IF WITHIN SUCH PERIOD ANY SUCH EQUIPMENT SHALL BE PROVED TO CONTROL SYSTEMS, INC. SATISFACTION TO BE DEFECTIVE, SUCH EQUIPMENT SHALL BE REPAIRED OR REPLACED AT THE OPTION OF CONTROL SYSTEMS, INC. THIS WARRANTY SHALL NOT APPLY (A) TO EQUIPMENT NOT MANUFACTURED BY CONTROL SYSTEMS, INC., (B) TO EQUIPMENT WHICH SHALL HAVE BEEN REPAIRED OR ALTERED BY OTHERS THAN CONTROL SYSTEMS, INC. SO AS, IN ITS JUDGMENT, TO AFFECT THE EQUIPMENT ADVERSELY, OR (C) TO EQUIPMENT WHICH SHALL HAVE BEEN SUBJECTED TO NEGLIGENCE, ACCIDENT OR DAMAGE BY CIRCUMSTANCES BEYOND THE CONTROL OF CONTROL SYSTEMS, INC. OR TO IMPROPER OPERATION, MAINTENANCE OR STORAGE, OR TO OTHER THAN NORMAL USE OR SERVICE. WITH RESPECT TO EQUIPMENT NOT MANUFACTURED BY CONTROL SYSTEMS, INC., THE WARRANTY OBLIGATIONS OF CONTROL SYSTEMS, INC. SHALL IN ALL RESPECTS CONFORM TO AND BE LIMITED TO THE WARRANTY ACTUALLY EXTENDED TO CONTROL SYSTEMS, INC. BY ITS SUPPLIER. THE FOREGOING WARRANTIES DO NOT COVER REIMBURSEMENT FOR TRANSPORTATION, REMOVAL, INSTALLATION, OR OTHER EXPENSES WHICH MAY BE INCURRED IN CONNECTION WITH REPAIR OR REPLACEMENT.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS OR ANY WARRANTY ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT AS SPECIFIED ABOVE, AND SUCH REPAIR OR REPLACEMENT CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY. UNDER NO CIRCUMSTANCES SHALL CONTROL SYSTEMS, INC. BE LIABLE FOR ANY CLAIMS FOR LOSS OR DAMAGE OF ANY KIND, FOR INJURIES TO ANY PERSON OR PROPERTY CAUSED EITHER DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ANY AND ALL CLAIMS FOR DIRECT SPECIAL, INDIRECT OR CONSEQUENTIAL ECONOMIC LOSS ARE EXPRESSLY EXCLUDED, WHETHER ARISING OUT OF FAILURE OF THE EQUIPMENT TO OPERATE FOR ANY PERIOD OF TIME OR OUT OF ANY DEFECTS OF THE EQUIPMENT OR FOR ANY OTHER REASON. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN AN AUTHORIZED WRITING BY CONTROL SYSTEMS, INC., CONTROL SYSTEMS, INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO EQUIPMENT MANUFACTURED BY CONTROL SYSTEMS, INC. OR SERVICES RENDERED BY CONTROL SYSTEMS, INC.

- 8. RETURN OF EQUIPMENT.** No equipment may be returned without first obtaining Control Systems' written permission and a returned material identification tag. Equipment accepted for credit, not involving a Control Systems error, shall be subject to a minimum service charge of 10% of the invoice price and all transportation charges shall be prepaid by purchaser.

Returned equipment must be securely packed to reach Control Systems without damage; any cost incurred by Control Systems to put equipment in first class condition will be charged to purchaser.

- 9. PATENTS.** As to equipment proposed and furnished by Control Systems, Control Systems shall defend any suit or proceeding brought against purchaser so far as based on a claim that said equipment constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance at Control Systems' expense for the defense of same. In event of a final award of costs and damages, Control Systems shall pay such award. In event the use of said equipment by purchaser is enjoined in such a suit, Control Systems shall, at its own expense, either (a) procure for purchaser the right to continue using said equipment, (b) modify said equipment to render it non-infringing, (c) replace said equipment with non-infringing equipment, or (d) refund the purchase price (less depreciation) and the transportation and installation costs of said equipment. Control Systems will not be responsible for any compromise or settlement made without its written consent.

The foregoing states the entire liability of Control Systems for patent infringement, and in no event shall Control Systems be liable if the infringement charge is based on the use of Control Systems equipment for a purpose other than that for which sold by Control Systems. As to any equipment furnished by Control Systems to purchaser and manufactured in accordance with designs proposed by purchaser, purchaser shall indemnify Control Systems against any award made against Control Systems for patent, trademark, or copyright infringements.

- 10. PATTERNS AND TOOLS.** Notice will be given if special patterns or tools are required to complete any order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Control Systems' plant. If patterns or tools are not used for a period of two years, Control Systems shall have the right to scrap them without notice.