



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
May 4, 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 / COO**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**

Interim Airport Director
Allen Pepper

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, MAY 4, 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 APRIL 6, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 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

STARKVILLE MISS HOSPITALITY – MISS CLAIRE FARMER

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-03: A REQUEST FOR A VARIANCE FROM THE MINIMUM LOT SIZE AND MINIMUM LOT WIDTH FOR TWO PROPOSED LOTS. THE SUBJECT PROPERTIES ARE LOCATED AT 1425 GRETA LANE IN AN O (OPTIONAL) ZONING DISTRICT WITH PARCEL NUMBER 103P-08-012.00.

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH SPORTS FACILITY MANAGEMENT FOR THE MANAGEMENT AND OPERATION OF CORNERSTONE PARK FOR SPORTS TOURISM AND RECREATIONAL ACTIVITIES.

C. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO ADOPT AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

D. REQUEST AUTHORIZATION TO HIRE ELIZABETH LEIGH-ANN SALLIS AS MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF COA 21-04: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR A PRIVACY FENCE AT 304 GREENSBORO STREET.

2. CONSIDERATION OF FP 21-04: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE PARCEL INTO THREE. THE SUBJECT PROPERTIES ARE LOCATED AT 1425 GRETA LANE IN AN OPTIONAL ZONING DISTRICT WITH THE PARCEL NUMBER 103P-08-012.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE THE LOW QUOTE OF \$15,970.00 SUBMITTED BY LEES PRECAST FOR PRE-CAST INLET TOPS FOR INLET REPLACEMENTS LOCATED ON ROOSEVELT TAYLOR, HARLEM AND LONG STREETS.

2. CONSIDERATION OF DECLARING 2004 INTERNATIONAL HOT PATCH TRUCK (VIN: 1HTMMAANX5H118753) AS SURPLUS AND AUCTION ON GOVDEALS.

3. CONSIDERATION OF DECLARING THE PRE-CAST CONCRETE BRIDGE SLABS ASSOCIATED WITH THE BRIDGE ON OLD WEST POINT ROAD AS SURPLUS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 27, 2021 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL

CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION TO HIRE BO SHELTON AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TYCORRESS JONES AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. CONSIDERATION TO APPROVE A TEMPORARY 10 % PAY INCREASE FOR CHRISTOPHER SMILEY WHILE INTERIM DIRECTOR IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT .
4. REQUEST AUTHORIZATION TO HIRE COURTNEY WALKER AS A PAYROLL/EMPLOYEE RESOURCE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE BEN STAMPS AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ENTER INTO A USAGE AGREEMENTS WITH THE FOLLOWING: STARKVILLE COWBOYS BY RODNEY JOHNSON FROM 19 MAY 2021 THROUGH 4 NOVEMBER 2021 IN THE AMOUNT OF \$2287, SRI LANKAN ASSOCIATION ON 15 MAY 2021 AT CARLISLE FIELD FROM 9 A.M. TO 4 P.M. IN THE AMOUNT OF \$175, ERIC HALLBERG STARTING ON 19 MAY THROUGH 23 JUNE AT THE SECURITY SOLUTION FIELD IN THE AMOUNT OF \$450.
2. CONSIDERATION FOR CHANGE ORDER #3 WITH T & M STEEL ERECTORS, INC. TO INSTALL GEOGRID AND 6" OF LIMESTONE FOR THE CORNERSTONE CONSTRUCTION AT A PRICE OF \$49,719.

3. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT FOR MAXSOUTH BROADBAND FOR A TELEPHONE AND WIFI AT A MONTHLY COST OF \$79.98 FOR 36 MONTHS.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION OF THE TRANSFER OF AXIS CAMERA S/N: B8A44F245C2E FROM SANITATION TO THE POLICE DEPARTMENT INVENTORY.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE SOLE REVERSE AUCTION BID FROM TEREX UTILITIES FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 IN THE AMOUNT OF \$457,500.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 18, 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: 5-04-21
PAGE: 1 of 80

SUBJECT: Request approval of the minutes of the April 6, 2021 Regular 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 Regular 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
April 6, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 6, 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 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.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed a quorum present, she called the meeting to order.

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, 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 Walker offered a motion, duly seconded by Alderman Beatty, to approve the April 6, 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: 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 carried.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, APRIL 6, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

Consent items 2 – 35:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 19, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 19, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 2, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 2, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE MARCH 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 12, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a Local Emergency due to the Covid-19 Virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

DATE: April 6, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

6. CONSIDERATION OF APPROVING THE SELECTION COMMITTEE RECOMMENDATION OF THE SCULPTOR FOR THE COOL PAPA BELL STATUE FOR THE CORNERSTONE PARK FACILITY.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the recommendation of the committee on the RFP provided by Gareth Curtiss to develop, construct and install the statue of Cool Papa Bell for the Cornerstone Park pavilion area” is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO REJECT BIDS RECEIVED FOR CORNERSTONE PROJECT - PHASE 3 AND TO READVERTISE.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids received for Cornerstone Project – Phase 3 and to re-advertise” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVAL OF A FAIR HOUSING RESOLUTION AND TO DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE BABYLON ROAD AREA.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a Fair Housing Resolution and to declare April as Fair Housing Month for the City of Starkville’s Community Development Block Grant (CDBG) which will install a gravity-fed sewer collection system within the Babylon Road area” is enumerated, this consent item is thereby approved.

**RESOLUTION
Starkville, Mississippi
FAIR HOUSING**

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE, MISSISSIPPI that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Starkville does hereby pass the following Resolution:

BE IT RESOLVED, that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equality under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize/post this Resolution and through its publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY OF STARKVILLE, MISSISSIPPI will, at a minimum: 1) adopt and publicize/publicly display the Fair Housing Resolution; 2) post applicable Fair Housing information to the public; 3) declare April as Fair housing Month; and 4) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect April 6, 2021.

ATTEST:

Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor

(seal)

9. CONSIDERATION TO APPOINT KENNEDY NEAL, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE DECEMBER 31, 2026.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees with a term to expire on December 31, 2026” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF COA 21-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR AN ADDITION AND DRIVEWAY AT 512 GREENSBORO STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of COA 21-02: a request for a Certificate of Appropriateness for an addition and circular driveway at 512 Greensboro Street” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF COA 21-03: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR A PRIVACY FENCE AT 400 GREENSBORO STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of COA 21-03: a request for a Certificate of Appropriateness for a privacy fence at 400 Greensboro Street” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF CMP 21-01: A REQUEST FOR A CONCEPTUAL MASTER PLAN APPROVAL FOR TWO LOTS LOCATED ON HIGHWAY 25 IN AN OPTIONAL ZONING DISTRICT WITH PARCEL NUMBERS 119 -29-006.02 AND 119 -32-002.01.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of CMP 21-01: a request for a Conceptual Master Plan approval for two lots located on Highway 25 in an Optional Zoning district with parcel numbers 119 -29-006.02 and 119 -32-002.01” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A RESIDENTIAL DEVELOPMENT SIGN WITHIN THE RIGHT-OF-WAY AT THE ENTRANCE TO THE PORTICO SUBDIVISION ON COTTAGE LANE.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an Encroachment Agreement to allow the placement of a residential development sign within the right-of-way at the entrance to the Portico subdivision on Cottage Lane” is enumerated, this consent item is thereby approved. The agreement follows this page.

14. CONSIDERATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE MISSISSIPPI ENGINEERING SOCIETY SUMMER CONFERENCE AS STATE DIRECTOR OF THE TOMBIGBEE CHAPTER IN GULF SHORES, AL, JUNE 13-16, 2021 WITH HOTEL AND REGISTRATION NOT TO EXCEED \$1,500.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval for City Engineer Edward Kemp to attend the Mississippi Engineering Society Summer Conference as State Director of the Tombigbee Chapter in Gulf Shores, AL, June 13-16, 2021 with hotel and registration not to exceed \$1500” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF ACCEPTANCE OF THE LOW BID #2 FOR THE SHS BRIDGE PROJECT FROM PHILLIPS CONTRACTING IN A BASE BID AMOUNT OF \$482,239.45 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low bid #2 for the SHS Bridge Project from Phillips Contracting in a base bid amount of \$482,239.45 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

The City of Starkville has bid this project 3 different times in an effort to get the construction prices within the budget. A recap of those bids are as follows:

Base Bid #1: 672,970.38	Bid in Spring of 2020
Base Bid #2: 482,239.45	Bid in Spring of 2020 (Reduced scope)
Base Bid #3: 633,859.33	Bid in Spring of 2021 (Reduced scope, changed from bridge to box culvert)

Even though Bid #2 is approximately a year old, the Contractor, Phillips Contracting, is willing to still enter into a contract for this work with a few potential price increase adjustments being addressed at a later date with a change order.

16. CONSIDERATION TO HIRE ALEX BOYKIN AS A SUPERVISOR FOR CORNERSTONE IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Alex Boykin as a Supervisor for Cornerstone in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO ADVERTISE FOR A PROCUREMENT MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Procurement Manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Portico Development LLC (hereinafter "**DEVELOPER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install a Residential Development Entrance Sign on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on Carriage Lane approximately thirty feet north of Garrard Road within a median island.

WHEREAS, the **DEVELOPER** and **CITY**, are aware that the new installation is constructed on the right of way in an area approximately one-hundred and ten square feet; as reflected on the attached Exhibit "A" and made part of this agreement; and

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

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

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

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

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

The **DEVELOPER** agrees to assume full and complete responsibility for any and all damage to the **City's** right of way, easement, public improvements, drainage facilities, sanitary sewers or public utilities during construction, repairs and maintenance of the said structure.

The **DEVELOPER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

The **DEVELOPER** shall be solely responsible for any and all damage and/or injuries caused by, relating to, or resulting from said structure.

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

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

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

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

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on April 6, 2021.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 2021.

DEVELOPER:

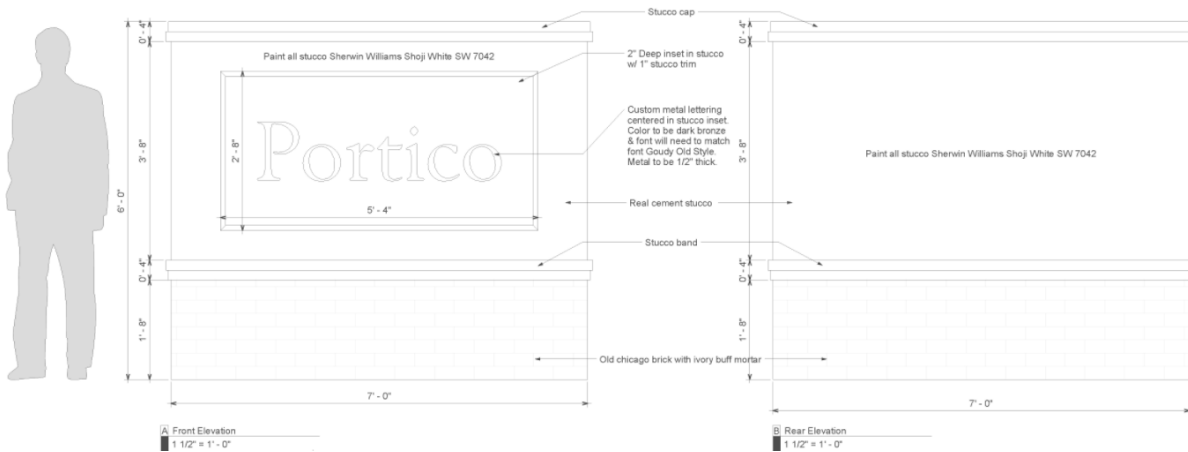
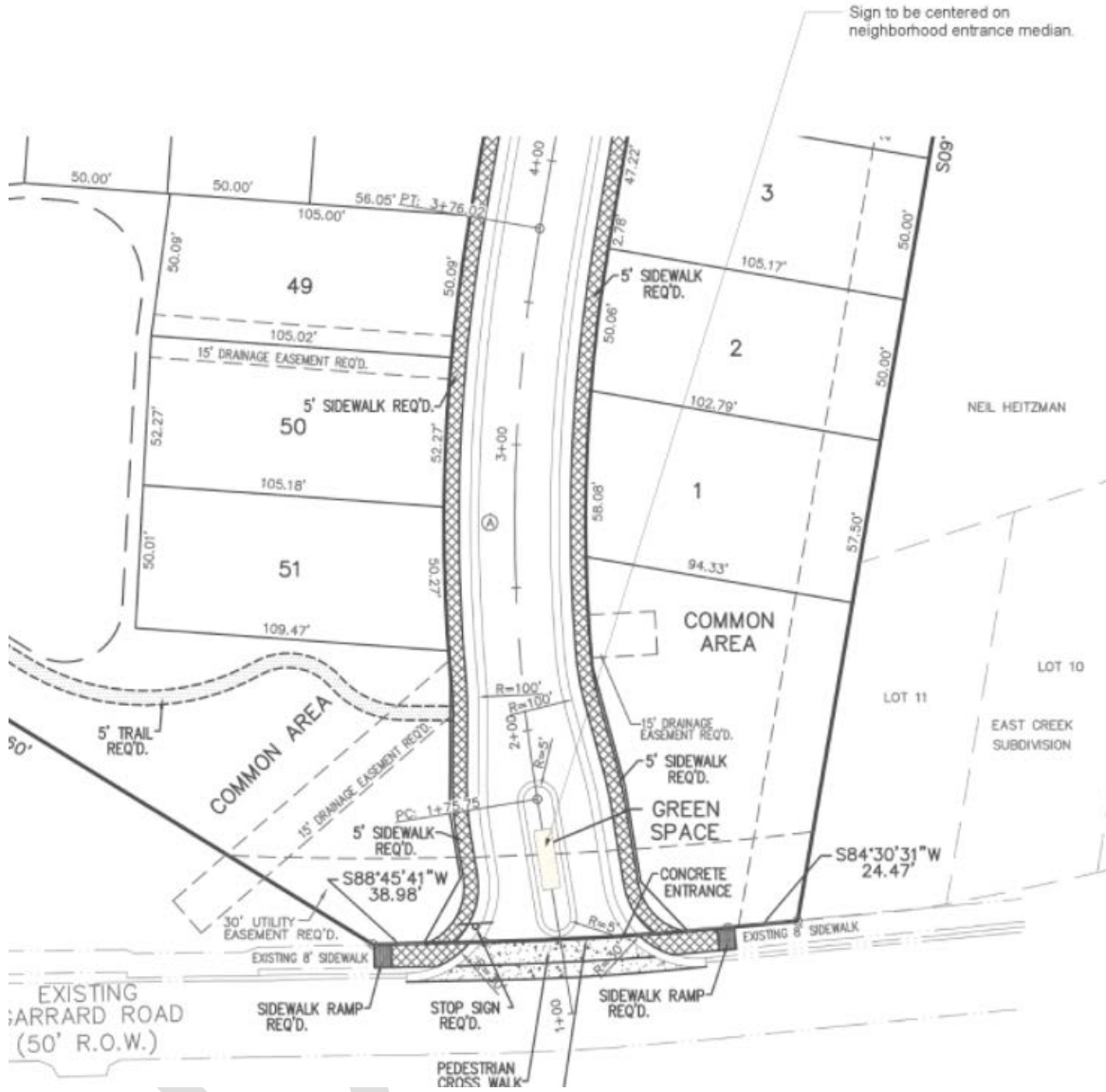
Carey Pennebaker, Portico Development LLC

CITY OF STARKVILLE, MISSISSIPPI:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor

EXHIBIT "A"



18. CONSIDERATION TO HIRE ALISON CHILDS AS CODE ENFORCEMENT OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Alison Childs as Code Enforcement Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE CHRISTOPHER HARPMAN, MCTAGGART LANE AND ALUNTE’ TATE AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Harpman, McTaggart Lane and Alunte’ Tate as entry level Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE DEMETRIUS PETTY AND TYRONE SPENCER AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Demetrius Petty and Tyrone Spencer as maintenance workers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE MITCH GRAVES AND RICHARD MCBRIDE AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Mitch Graves and Richard McBride as part-time firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE CALEB GREEN AS A RECREATIONAL AIDE IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Caleb Green as a Recreational Aide in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE NINETEEN (19) SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire nineteen (19) seasonal lifeguards in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

Name	Rate (\$)
Warren Smith	11.25
Kennis Kingery	9.50
Hailey Locke	9.25
Riley Hardy	9.25
Will Hardy	9.25
Abbie Ammon	9.25

Caleb Pugh	9.25
Ahmir Taylor	9.25
Alex Mulrooney	9.25
Eric Spears	9.25
Carter Campbell	9.25
McKee Mulrooney	9.00
Christian Leach	9.00
Dean Wingate	9.00
Karl Grebner	9.00
John Campbell	9.00
Libby Mattox	9.00
Colby Freely	9.25

24. CONSIDERATION OF APPROVAL OF \$7,604.00 FOR YOUTH SOFTBALL AND BASEBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of \$7,753.50 for youth softball and baseball uniforms from Rex Team Sports, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: \$7,753.50 - Rex Team Sports and \$8,876.42 – Custom Ink

25. CONSIDERATION TO APPROVE PRYOSHOW, THE LOWEST QUOTE, TO PROVIDE A CUSTOM 4TH OF JULY FIREWORKS DISPLAY IN THE AMOUNT OF \$10,200.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote, PryoShow, to provide a custom 4th of July fireworks display” is enumerated, this consent item is thereby approved.

Two quotes received: Pyro Shows: \$10,200 and Big Pop Fireworks: \$21,875

26. CONSIDERATION TO ACCEPT THE CHANGE ORDER FOR ADDITIONAL CONDUITS FOR QUAD A,B,C AT A PRICE OF \$55,426.00 WITH T & M STEEL ERECTORS, INC.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the change order for additional conduits for quad A,B,C at a price of \$55,426.00” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO ENTER INTO THE GRANT MODIFICATION AGREEMENT TO ACCEPT THE 100% REIMBURSABLE AWARD FOR THE GRANT 19HS2311 FOR THE PURCHASE OF DIGITAL FORENSIC EQUIPMENT AND CSI CAMERAS AND EVIDENCE MARKERS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into the grant modification agreement accepting the 100% reimbursable award for Grant 19HS2311 Hot Spot for the purchase of digital forensic equipment and CSI cameras and evidence markers” is enumerated, this consent item is thereby approved.

Division of Public Safety Planning
MODIFICATION SIGNATURE SHEET
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin Street Starkville, MS 39759 Cpl. Christopher Jackson 662-769-4425 c.jackson@cityofstarkville.org	2. Effective Date: March 15, 2021 3. Subgrant Number: 19HS2311 4. Modification Number: #2 5. Grant Identifier (Funding Source & Year): 2019-MU-BX-0045 6. Beginning & Ending Dates: 01/01/2020—07/31/2021																																															
7. As a result of this modification, funds obligated are changed as follows: 1. Decrease Personnel by \$15,687.00 from \$25,000.00 to \$9,313.00. 2. Increase Equipment by \$ 15,687.00 from \$ 30,708.00. 3. Date Extended through July 31, 2021.																																																
8. The above subgrant is hereby modified as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">Budget Category</th> <th rowspan="2">Current Budget</th> <th colspan="2">Change</th> <th rowspan="2">New Budget</th> </tr> <tr> <th>Federal</th> <th>State/Local</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$ 25,000.00</td> <td style="text-align: center; color: red;">- \$ 15,687.00</td> <td></td> <td style="text-align: right;">\$ 9,313.00</td> </tr> <tr> <td>Fringe Benefits</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$ 15,021.00</td> <td style="text-align: center;">+ \$ 15,687.00</td> <td></td> <td style="text-align: right;">\$ 30,708.00</td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 40,021.00</td> <td></td> <td></td> <td style="text-align: right;">\$40,021.00</td> </tr> </tbody> </table>		Budget Category	Current Budget	Change		New Budget	Federal	State/Local	Personnel	\$ 25,000.00	- \$ 15,687.00		\$ 9,313.00	Fringe Benefits					Equipment	\$ 15,021.00	+ \$ 15,687.00		\$ 30,708.00	Travel					Operating Expenses					Contractual Services					Miscellaneous					TOTAL	\$ 40,021.00			\$40,021.00
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TOTAL	\$ 40,021.00			\$40,021.00																																												
9. Except as hereby modified, all terms and conditions of the subgrant remain unchanged.																																																
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																															
10. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	11. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville																																															
12. Signature of DPSP Official: _____ Date: _____ 	13. Signature of Authorized Subgrantee Official: _____ Date: _____ 																																															

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville PD					
2. Subgrant Number		3. Grant Identification Number	4. Beginning Date	5. Ending Date	
19HS2311		2019-MU-BX-0045	January 1, 2020	July 31, 2021	
6. Submitted as part of (Check One):		A. Funding Request: X	B. Modification Number: #2	C. Modification Effective Date: March 15, 2021	
7. Funding Sources					
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)
	Hot Spots Policing	\$40,021.00			
					Total
					\$40,021.00
TOTAL		\$40,021.00			\$40,021.00

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville PD					Page 1 of 1
2. Subgrant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
19HS2311	2019-MU-BX-0045	January 1, 2020	July 31, 2021		
6. Activity: Local Law					
7. For DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation	11. Budget		
	9. Line Item		Federal	All Other	Total
	PERSONNEL	Overtime @ Not to exceed	\$ 9,313.00		\$ 9,313.00
	EQUIPMENT	Crime Scene Investigation Kit @ \$12,325.50 Crime Scene Investigation Kit Software @ \$2,695.50 Digital Forensic Equipment @ \$ 14,387.00 Digital Cameras/evidence Markers \$ 1,300.00	\$ 30,708.00		\$ 30,708.00
		TOTAL	\$40,021.00		\$40,021.00

28. CONSIDERATION FOR THE POLICE DEPARTMENT TO PURCHASE DIGITAL FORENSICS EQUIPMENT AND DATA STORAGE FROM HTCI EDAS FOX LLC AT A COST OF \$14,387.00, THE LOWER OF TWO QUOTES, WHICH IS REIMBURSABLE THROUGH THE FY21 HOT SPOT GRANT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase the lower of two quotes for digital forensics equipment and data storage from HTCI EDAS Fox LLC at a cost of \$14,387.00 to be reimbursed through the FY 21 Hot Spot Grant” is enumerated, this consent item is thereby approved.

Two quotes received: HTCI EDAS FOX LLC - \$14,387.00 and Digital Intelligence - \$18,149.00

29. CONSIDERATION TO DECLARE TWO AXIS PTZ CAMERAS (SN: S78A0709 AND S78A0670) AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare two Axis PTZ cameras (SN: S78A0709 and S78A0670) as surplus and sell on GovDeals.com” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO PURCHASE A NEW HOLLAND WM 105 4WD ROPS TRACTOR, CANOPY, AND BUSHHOG AT A COST OF \$54,736.84 FROM STATE CONTRACT #8200055843 & #8200055699 AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase a New Holland WM 105 4WD ROPS Tractor, Canopy, and Bushhog at a cost of \$54,736.84 from H & R Agri-Power at State contract price #8200055843 & #8200055699” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION: CONSTRUCTION OF STARKVILLE PRIMARY 161/69 KV IMPROVEMENTS, SUBSTATION CONTROL HOUSE & EQUIPMENT (MATERIAL ONLY), SUBSTATION RELAY PANELS & EQUIPMENT (MATERIAL ONLY), AND 161 KV POWER CIRCUIT BREAKER (MATERIAL ONLY).

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Starkville Primary 161/69 kV Substation: Construction of Starkville Primary 161/69 kV Improvements, Substation Control House & Equipment (Material Only), Substation Relay Panels & Equipment (Material Only), and 161 kV Power Circuit Breaker (Material Only)” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO DECLARE THE WATER DIVISION 1999 BOBCAT COMPACT EXCAVATOR ASSET NUMBER 345-009, AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 1999 Bobcat compact excavator, asset number 345-009, as surplus property, advertise for sale, and sell to the highest bidder on govdeals.com” is enumerated, this consent item is thereby approved.

33. CONSIDERATION OF THE LOWEST QUOTE FROM CDWG FOR AUTOCAD CIVIL 3D SOFTWARE IN THE AMOUNT OF \$5,618.23, WHICH INCLUDES A 3-YEAR RENEWAL.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best quote from CDWG for AutoCAD Civil 3D software in the amount of \$5,618.23 which includes a 3-year renewal” is enumerated, this consent item is thereby approved.

Two Quotes Received: CDWG - \$5,618.23 and AutoDesk - \$6,250.00

34. CONSIDERATION TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH NEEL-SCHAFER TO PROVIDE NEEDED SERVICES AS IT RELATES TO THE AMERICA’S WATER INFRASTRUCTURE ACT OF 2018 (AWIA) RISK AND RESILIENCE ASSESSMENTS NOT TO EXCEED THE AMOUNT OF \$21,000.00 WITH A COMPLETION AND SUBMITTAL DUE DATE OF JUNE 30, 2021.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a professional service agreement with Neel-Schaffer to provide needed services as it relates to the America’s Water Infrastructure Act of 2018 (AWIA) risk and resilience assessments not to exceed the amount of \$21,000.00 with a completion and submittal due date of June 30, 2021” is enumerated, this consent item is thereby approved. The agreement follows this page.

35. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM WELDING WORKS FOR THE FABRICATION AND INSTALLATION OF CATWALKS AROUND THE BIOSOLIDS SCREW PRESSES AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$24,950.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Welding Works for the fabrication and installation of catwalks around the biosolids screw presses at the wastewater treatment plant in the amount of \$24,950.00” is enumerated, this consent item is thereby approved.

Two quotes received: Welding Works - \$24,950.00 and Orman’s - \$26,658.47

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted Municipal Primary Elections will continue until 7 p.m. and encouraged anyone who had not voted to go vote.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn asked the length of the planned July 4 fireworks show. Park Director Brandon Doherty noted it should be approximately twenty minutes in length.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with recent shootings and appreciation for cameras being installed around the City and the purchase of the drug and search dog.

March 12, 2021

Via Electronic Mail

Starkville Utilities
Attn: Terry Kemp, General Manager
200 N. Lafayette St.
Starkville, MS 39759

RE: AMERICA'S WATER INFRASTRUCTURE ACT OF 2018 (AWIA)
RISK AND RESILIENCE ASSESSMENTS - PROFESSIONAL SERVICES AGREEMENT

Dear Mr. Kemp:

Neel-Schaffer is pleased to offer professional services related to requirements with the above referenced act. A Scope of Services is attached as Exhibit A and provides further details of work for the two tasks required under America's Water Infrastructure Act of 2018 (AWIA).

The first task provided by this agreement shall include a Risk and Resilience Assessment (RRA) of the City of Starkville's water system in accordance with AWIA requirements. This task shall be completed within an agreed time ahead of certification deadline requirement with the United States Environmental Protection Agency (EPA). The second task is required to follow the first task with completion and certification of a new or revised Emergency Response Plan (ERP) with EPA. This task has to be certified with EPA within six months of certifying the RRA.

Neel-Schaffer proposes to perform the services for RRA and ERP for an hourly not-to-exceed fee of \$21,000. These services shall be performed in accordance to NSI's General Terms and Conditions attached as Exhibit B. NSI will bill MSU monthly based on the amount of work completed using our standard hourly rates included in the 2021 Rate Schedule for Professional Services, attached as Exhibit C.

This Letter Agreement, consisting of two pages; Exhibit A, consisting of two pages; Exhibit B, consisting of three pages; and Exhibit C, consisting of one page, represent the entire agreement between Starkville Utilities and Neel-Schaffer, Inc. This Letter Agreement and said exhibits may only be modified or amended by a duly executed written document.

If the terms of this Letter Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide these services to you and look forward to working further together.

Sincerely,

NEEL-SCHAFFER, INC.



John Cunningham, P.E.
Vice President

Enclosures

cc: Jacob Forrester, Assistant General Manager w/ encl. via email

ACCEPTED: STARKVILLE UTILITIES

BY: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services for Task 1 - Risk and Resilience Assessment of the City of Starkville's water system shall follow Section 1433(a) of the Safe Drinking Water Act (SDWA) as amended by section 2013 of the AWIA. The minimum requirements for risk and resilience assessments under said act and this task are outlined further below.

AWIA requires each community water system serving a population greater than 3,300 persons to assess the risks to, and resilience of, its water system. The minimum requirements of the assessment shall include:

1. The risk to the system from malevolent acts and natural hazards
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
3. The monitoring practices of the system
4. The financial infrastructure of the system
5. The use, storage, or handling of various chemicals by the system
6. The operation and maintenance of the system

The assessment may also include an evaluation of capital and operational needs for risk and resilience management for the system, which is not included in the Scope of Services for this Letter Agreement. This item may be added by a separate agreement or amendment to this Letter Agreement should Starkville Utilities determine a need in the future.

EPA's VSAT Web, Version 2.0 software tool shall be utilized to streamline completion of the following categories required in Risk and Resilience Assessment, with the exception of items 5. And 6. below:

1. Utility Type (Required for AWIA-Compliant Risk and Resilience Assessment)
2. Utility Information (Required for AWIA-Compliant Risk and Resilience Assessment)
3. Utility Resilience Index (Required for AWIA-Compliant Risk and Resilience Assessment)
4. Qualitative Risk Assessment (Required for AWIA-Compliant Risk and Resilience Assessment)
5. Quantitative Risk Assessment (Optional – Not in this Scope of Services)
 - a. Threat Assignment
 - b. Baseline Risk Assessment

6. Countermeasure Analysis (Optional – Not in this Scope of Services)
 - a. Existing and Potential Countermeasures
 - b. Improvement Risk Assessment
7. AWIA Certification (Required by June 30, 2021 if serving 3,301 to 49,999 people)

Items 5. Quantitative Risk Assessment and 6. Countermeasure Analysis from the above list are not required by AWIA. These items may be added by a separate agreement or amendment to this Letter Agreement should Starkville Utilities determine a need in the future.

Once all the data compiled for the assessment is considered ready for certification under Item 7. AWIA Certification above, Neel-Schaffer's role at that point will be at the discretion for how Starkville Utilities wishes us to support certification of the assessment with EPA. That support may be a combined effort for submitting the final certification or by Starkville Utilities alone as determined by Starkville Utilities.

All data required for the Risk and Resilience Assessment will be compiled in conjunction with Starkville Utilities Staff assigned to assist Neel-Schaffer with water system information needed to complete the assessment. Upon release for Neel-Schaffer to begin work, a project kick-off meeting will be scheduled with Starkville Utilities Staff to go through information needed and to develop a schedule of deliverables for the assessment and expected certification date to be no later than 30 days ahead of the June 30, 2021 deadline with EPA.

The Scope of Services for Task 2 – Emergency Response Plan of the City of Starkville's water system shall be completed in accordance with the requirements of AWIA. The Emergency Response Plan shall incorporate the findings of the Risk and Resilience Assessment as part of the existing Emergency Response Plan the City already follows or as a standalone document, as determined during the development of the plan. The plan shall include:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water
3. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system

All data required for the Emergency Response Plan will be compiled in conjunction with Starkville Utilities Staff assigned to assist Neel-Schaffer with water system information needed to complete the plan. The project kick-off meeting for the Risk and Resilience Assessment may be used to go through information needed and to develop a schedule of deliverables for the plan or a separate meeting may be scheduled as needed. The expected certification date will follow the certification of the Risk and

Resilience Plan but no later than 150 days following the Risk Resilience Assessment certification, which is 30 days ahead of EPA's deadline for certification.

Services for both tasks shall, to the extent possible, coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 ([42 U.S.C. 11001](#) *et seq.*) for the preparation of the Risk and Resilience Assessment and Emergency Response Plan under the requirements of AWIA.

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

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.
7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.
10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.
16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
17. **Risk Allocation.** N/A
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.
23. **Dispute Resolution.** NA
24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction

schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto,. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

EXHIBIT C

NEEL-SCHAFFER, INC. 2021 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-7, P-8, P-9	Officer, Senior or Engineer Manager/Professional IV/Survey Manager	\$198.00
P-6	Senior Project Manager/Professional III	\$180.00
P-5	Project Manager/Professional II	\$145.00
P-4	Professional I	\$130.00
P-1, P-2, P-3	Professional Intern	\$110.00
T-6	Senior Certified Engineering Technician	\$145.00
T-5	Certified Engineering Technician/Supervisory Technician	\$125.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$110.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$100.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$85.00*
T-1	Technician I/Inspector I/Survey Assistant	\$75.00*
T-1	Student Intern	\$45.00*
A-4	Senior Administrative	\$80.00
A-3	Senior Clerical	\$75.00*
A-2	Clerical	\$65.00*
A-1	Assistant Clerical	\$50.00*
	Three-Member Survey Party	\$201.00*
	Two-Member Survey Party	\$180.00*
	One-Member Survey Party	\$115.00*
	Land Surveyor (Office)	\$95.00*
	Land Surveyor Intern (Office)	\$50.00*

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

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE	
EXPENSE	COST
Vehicle Mileage	\$0.58/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

PUBLIC APPEARANCE:

MARTHA STOVALL – HEALTH, SANITATION AND SAFETY ISSUE OF NON-SERVICE DOGS ALLOWED IN GROCERY STORE CARTS AND INDOOR DINING AREAS.

Martha Stovall asked the City leaders to consider setting guidelines for animals in grocery store carts and indoor dining areas. She noted a list of regulations can be obtained from the Mississippi Department of Health.

PUBLIC HEARINGS:

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

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

B. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 110 CURTIS CR. WITH PARCEL NUMBER 102C-00-172.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

C. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 112 CURTIS CR. WITH PARCEL NUMBER 102C-00-171.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. Annie Stallings and Dewayne Stallings owners of the property, asked if the Fire Department could burn the property. There being no additional comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

D. PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 205 CURTIS CR. WITH PARCEL NUMBER 102C-00-150.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

E. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 712 ROUNDHOUSE WITH PARCEL NUMBER 118A-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. Devrice Brown owner of the property, asked if the City would give him additional time on 712 Roundhouse, 713 Roundhouse and 714 Roundhouse in that he is in discussion with a potential buyer. Alderman Perkins stated he supports cleaning up the City and hopes he is able to sell the property quickly. There being no additional comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	GREEN JANICE & JESSIE	ACRES : **NA**	
	108 CURTIS ST	LAND VALUE : 10000	
		IMPROVEMENTS : 13610	
	STARKVILLE MS 39759	TOTAL VALUE: 23610	
		ASSESSED : 3542	
PARCEL	102C-00-172.00		
ADDRESS	110 CURTIS		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	195.13	0.00	195.13
CITY	106.72	0.00	106.72
SCHOOL	230.62	0.00	230.62
TOTAL	532.47	0.00	532.47
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 9 C CITY BLK 47
HOMESTEAD CODE	None		2004/1098
TAX DISTRICT	1110		MAP 102C DB/PG 701/159 2003/13
PPIN	008003		505
SECTION	04		B 2004 P 1098 02/04/2004
TOWNSHIP	18N		
RANGE	14E		
Book 2004	Page 1098		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	COLLEGE INVESTMENT CO	NOT REDEEMED
2018	DDD INVESTMENTS LLC	7/23/2020 GREEN JANICE & JESSIE
2017	INTREPID GROUP LLC	12/27/2018 GREEN JANICE & JESSIE
2016	BOAZ TAX SALE PROPERTIES LLC	5/25/2018 GREEN JANICE & JESSIE
2015	MONT'S GRADY	2/1/2017 GREEN JANICE & JESSIE
2014	S & S PROPERTIES LLC	3/21/2016 GREEN JANICE
2013	PUBLICAN ASSET MANAGEMENT LLC	5/22/2015 GREEN JANICE & JESSIE
2012	MONT'S GRADY	1/28/2015 GREEN JANICE & JESSIE

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000015 | Started January 11, 2021



Address

110 Curtis Cir, Starkville,
MS USA 39759

Legal

No legal information

Property Info

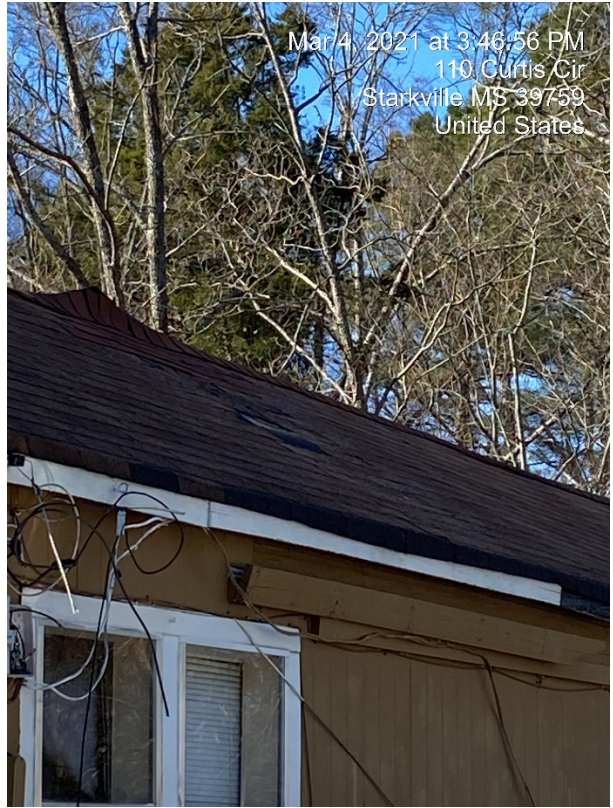
No property information

Description

Possibly dilapidated home desired to be torn down at the owners request.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/11/2021 at 10:59 AM	Accept	Lyle McCaskey
Verify Location	01/13/2021 at 9:43 AM	Review Location	Sarah Perez
Inspect Initial	01/13/2021 at 9:44 AM	Mail Notice	Sarah Perez
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:30 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 8:58 AM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

RESULTSTEP**Resulted the step Inspect after Notice to Failed***on 03/04/2021 at 8:58 AM by Sarah Perez***January 24, 2021****RESULTSTEP****Resulted the step Inspect after Notice to Pending Request***on 01/24/2021 at 5:00 AM***January 14, 2021****RESULTSTEP****Resulted the step Notice of Violation Letter to Issue Document for Janice & Jessie Green***on 01/14/2021 at 9:30 AM by Sarah Perez***January 13, 2021****ADD****Added to project the following contact: Janice & Jessie Green***on 01/13/2021 at 9:56 AM by Sarah Perez***RESULTSTEP****Resulted the step Inspect Initial to Failed***on 01/13/2021 at 9:44 AM by Sarah Perez***RESULTSTEP****Resulted the step Verify Location to Approve***on 01/13/2021 at 9:43 AM by Sarah Perez***January 11, 2021****PROMOTE****Promoted to case 21-000015***on 01/11/2021 at 10:59 AM by Lyle McCaskey***CREATE****Created violation: Dilapidated Structures***on 01/11/2021 at 10:59 AM by Lyle McCaskey***RESULTSTEP****Resulted the step Request to Accept***on 01/11/2021 at 10:59 AM by Lyle McCaskey***CREATE****Created case***on 01/11/2021 at 10:59 AM by Lyle McCaskey*



Mar 4, 2021 at 3:46:56 PM
110 Curtis Cir
Starkville MS 39759
United States



Mar 4, 2021 at 3:47:07 PM
110 Curtis Cir
Starkville MS 39759
United States



Mar 4, 2021 at 3:47:16 PM
110 Curtis Cir
Starkville MS 39759
United States

Mar 4, 2021 at 3:47:32 PM
110 Curtis Cir
Starkville MS 39759
United States



Janice and Jessie Green
110 Curtis Circle
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102C-00-172.00

110 Curtis Circle Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	DOSS ANNIE PEARL	ACRES : **NA**	
	102 CURTIS ST	LAND VALUE : 10000	
		IMPROVEMENTS : **NA**	
	STARKVILLE MS 39759	TOTAL VALUE: 10000	
		ASSESSED : 1500	
PARCEL	102C-00-171.00		
ADDRESS	112 CURTIS		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	82.64	0.00	82.64
CITY	45.20	0.00	45.20
SCHOOL	97.67	0.00	97.67
TOTAL	225.51	0.00	225.51
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 9 D CITY BLOCK 47
HOMESTEAD CODE	None		MAP 102C DB/PG 394/242
TAX DISTRICT	1110		
PPIN	003330		
SECTION	04		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	MOBLEY CHARLES L	NOT REDEEMED
2018	COLLEGE INVESTMENT CO	6/ 5/2020 DEWAYNE DOSS
2016	INTREPID GROUP LLC	8/ 3/2018 DOSS ANNIE PEARL
2015	BOAZ TAX SALE PROPERTIES LLC	2/28/2017 DOSS ANNIE PEARL
2012	DEWEESE REAL ESTATE LLC	3/ 7/2014 HINTON, JERRY
2011	G T MONTS ENTERPRISES	8/14/2013 DOSS ANNIE PEARL

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000016 | Started January 11, 2021



Address

112 Curtis, Starkville, MS
USA 39759

Legal

Lot 9 D City Block 47

Property Info

Property ID: 102c-00-171.00

Description

Dilapidated home not suitable for habitation.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/11/2021 at 11:00 AM	Accept	Lyle McCaskey
Verify Location	01/13/2021 at 9:47 AM	Review Location	Justin Maynard
Inspect Initial	01/13/2021 at 9:47 AM	Mail Notice	Justin Maynard
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:13 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 9:00 AM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

March 04, 2021

RESULT STEP

Resulted the step Inspect after Notice to Failed
on 03/04/2021 at 9:00 AM by Sarah Perez

January 24, 2021

RESULT STEP

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

January 14, 2021

RESULT STEP

Resulted the step Notice of Violation Letter to Issue Document for Annie Pearl Doss
on 01/14/2021 at 9:14 AM by Sarah Perez

January 13, 2021

RESULT STEP

Resulted the step Inspect Initial to Failed
on 01/13/2021 at 9:47 AM by Justin Maynard

RESULT STEP

Resulted the step Verify Location to Approve
on 01/13/2021 at 9:47 AM by Justin Maynard

January 11, 2021

PROMOTE

Promoted to case 21-000016
on 01/11/2021 at 11:00 AM by Lyle McCaskey

CREATE

Created violation: Dilapidated Structures
on 01/11/2021 at 11:00 AM by Lyle McCaskey

RESULT STEP

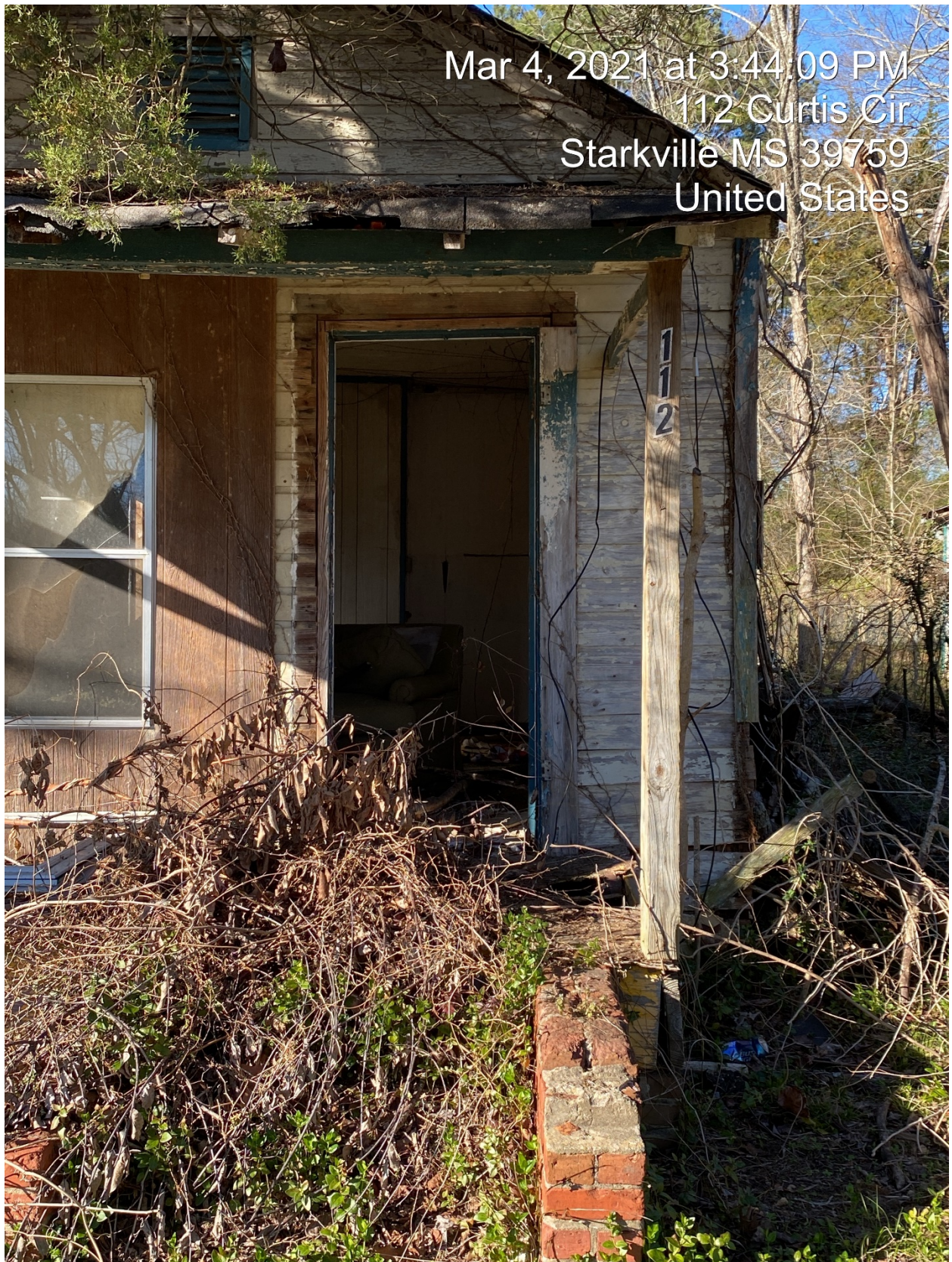
Resulted the step Request to Accept
on 01/11/2021 at 11:00 AM by Lyle McCaskey

CREATE

Created case
on 01/11/2021 at 11:00 AM by Lyle McCaskey



Mar 4, 2021 at 3:44:09 PM
112 Curtis Cir
Starkville MS 39759
United States



Annie Pearl Doss
112 Curtis Circle
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102C-00-171.00

112 Curtis Circle Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	BISHOP JANELL	ACRES : **NA**	
	C/O EDWARD ROBINSON	LAND VALUE : 10000	
	409 HWY 182 WEST	IMPROVEMENTS : **NA**	
	STARKVILLE MS 39759	TOTAL VALUE: 10000	
		ASSESSED : 1500	
PARCEL	102C-00-150.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	82.64	0.00	82.64
CITY	45.20	0.00	45.20
SCHOOL	97.67	0.00	97.67
TOTAL	225.51	0.00	225.51
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 16 CITY BLK 81		
HOMESTEAD CODE	None	MAP 102C DB/PG 238/167	
TAX DISTRICT	1110		
PPIN	000913		
SECTION	04		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By:
2019	BLACK PRAIRIE PETROLEUM LLC	NOT REDEEMED
2018	OKTIBBEHA LAND DEVELOPMENT LLC	3/30/2020 SKL INVESTMENTS INC
2017	OKTIBBEHA LAND DEVELOPMENT LLC	3/30/2020 SKL INVESTMENTS INC
2016	INTREPID GROUP LLC	6/24/2019 BISHOP JANELL SKL INVESTMENT
2015	INTREPID GROUP LLC	7/23/2020 CONVEYANCE
2014	MOBLEY CHARLES L	NOT REDEEMED
2013	DEWEESE ROBERT BRENT	10/20/2014 BISHOP JANELL

[Back](#)

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000014 | Started January 11, 2021



Address

205 Curtis Cir, Starkville,
MS USA 39759

Legal

No legal information

Property Info

No property information

Description

Dilapidated home not suitable for habitation.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/11/2021 at 10:57 AM	Accept	Lyle McCaskey
Verify Location	01/13/2021 at 10:02 AM	Review Location	Sarah Perez
Inspect Initial	01/13/2021 at 10:02 AM	Mail Notice	Sarah Perez
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:35 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 9:01 AM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

March 04, 2021

RESULT STEP

Resulted the step Inspect after Notice to Failed
on 03/04/2021 at 9:01 AM by Sarah Perez

January 25, 2021

EDIT

Changed the status of step Inspect After Verbal Notice to OFF
on 01/25/2021 at 12:44 PM by Lyle McCaskey

January 24, 2021

RESULT STEP

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

January 14, 2021

RESULT STEP

Resulted the step Notice of Violation Letter to Issue Document for Janell Bishop
on 01/14/2021 at 9:35 AM by Sarah Perez

January 13, 2021

RESULT STEP

Resulted the step Inspect Initial to Failed
on 01/13/2021 at 10:02 AM by Sarah Perez

RESULT STEP

Resulted the step Verify Location to Approve
on 01/13/2021 at 10:02 AM by Sarah Perez

ADD

Added to project the following contact: Janell Bishop
on 01/13/2021 at 10:01 AM by Sarah Perez

January 11, 2021

PROMOTE

Promoted to case 21-000014
on 01/11/2021 at 10:57 AM by Lyle McCaskey

CREATE

Created violation: Dilapidated Structures
on 01/11/2021 at 10:57 AM by Lyle McCaskey

RESULT STEP

Resulted the step Request to Accept
on 01/11/2021 at 10:57 AM by Lyle McCaskey





Janelle Bishop
205 Curtis Circle
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102C-00-150.00

205 Curtis Circle Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	BROWN DEVRICE L ETUX		ACRES : **NA**
	P O BOX 943		LAND VALUE : 7000
			IMPROVEMENTS : 23780
	STARKVILLE MS 39760		TOTAL VALUE: 30780
			ASSESSED : 4617
PARCEL	118A-00-031.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	254.35	0.00	254.35
CITY	139.11	0.00	139.11
SCHOOL	300.61	0.00	300.61
TOTAL	694.07	0.00	694.07
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 6 NORTH MONTGOMERY TOWNHOU
HOMESTEAD CODE	None		SE
TAX DISTRICT	2110		PLACE
PPIN	009168		MAP 118A DB/PG 640/269 726/47
SECTION	27		B 2017 P 1351 00/00/0000
TOWNSHIP	19N		
RANGE	14E		
Book 2017	Page 1351		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By:	
2019	MONT'S GRADY	NOT REDEEMED	
2018	R & B FARMS LLC	NOT REDEEMED	
2017	MONT'S GRADY	8/20/2020	BROWN DEVRICE L ETUX
2016	MONT'S GRADY	8/23/2019	BROWN DEVRICE L ETUX
2015	MONT'S GRADY	8/24/2018	BROWN DEVRICE L ETUX
2014	JAMES GROUP LLC	8/24/2017	BROWN DEVRICE L ETUX
2013	DIONYSIUS LLC	8/25/2016	BROWN DEVRICE L ETUX

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000017 | Started January 11, 2021



Address

712 Roundhouse Road,
Starkville, MS USA 39759

Legal

No legal information

Property Info

No property information

Description

Dilapidated home not suitable for habitation.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/11/2021 at 11:01 AM	Accept	Lyle McCaskey
Verify Location	01/13/2021 at 9:05 AM	Review Location	Justin Maynard
Inspect Initial	01/13/2021 at 9:05 AM	Mail Notice	Justin Maynard
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:24 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	02/25/2021 at 3:49 PM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

February 25, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Failed
on 02/25/2021 at 3:49 PM by Sarah Perez

January 24, 2021

RESULTSTEP

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

January 14, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Devrice L Etux Brown
on 01/14/2021 at 9:24 AM by Sarah Perez

January 13, 2021

EDIT

Edited Title
on 01/13/2021 at 2:13 PM by Justin Maynard

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/13/2021 at 9:05 AM by Justin Maynard

RESULTSTEP

Resulted the step Verify Location to Approve
on 01/13/2021 at 9:05 AM by Justin Maynard

January 11, 2021

PROMOTE

Promoted to case 21-000017
on 01/11/2021 at 11:01 AM by Lyle McCaskey

CREATE

Created violation: Dilapidated Structures
on 01/11/2021 at 11:01 AM by Lyle McCaskey

RESULTSTEP

Resulted the step Request to Accept
on 01/11/2021 at 11:01 AM by Lyle McCaskey

CREATE

Created case
on 01/11/2021 at 11:01 AM by Lyle McCaskey





Deatrice Brown
712 Roundhouse Rd
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118A-00-031.00

712 Roundhouse Rd. Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**

F. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 713 ROUNDHOUSE WITH PARCEL NUMBER 118A-00-033.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

G. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 714 ROUNDHOUSE WITH THE PARCEL NUMBER 118A-00-032.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

H. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVE, BLDG. 4 WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

I. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVE, BLDG. 5 WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.

J. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVE, BLDG. 8 WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing. The notice and materials associated with this public hearing are attached.



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	BROWN DEVRICE L ETUX		ACRES : **NA**
	P O BOX 943		LAND VALUE : 7000
			IMPROVEMENTS : 23780
	STARKVILLE MS 39760		TOTAL VALUE: 30780
			ASSESSED : 4617
PARCEL	118A-00-033.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	254.35	0.00	254.35
CITY	139.11	0.00	139.11
SCHOOL	300.61	0.00	300.61
TOTAL	694.07	0.00	694.07
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 8 N MONTGOMERY TOWNHOUSE P
HOMESTEAD CODE	None		LACE
TAX DISTRICT	2110		MAP 118A DB/PG 640/505
PPIN	013497		B 2017 P 1351 00/00/0000
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		
Book 2017	Page 1351		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2019	MONT'S GRADY	NOT REDEEMED	
2018	QUICKSILVER TAX FUNDING LLC	NOT REDEEMED	
2017	MONT'S GRADY	8/20/2020	BROWN DEVRICE L ETUX
2016	MONT'S GRADY	8/23/2019	BROWN DEVRICE L ETUX
2015	MONT'S GRADY	8/24/2018	BROWN DEVRICE L ETUX
2014	DDD INVESTMENTS LLC	8/24/2017	BROWN DEVRICE L ETUX
2013	DIONYSUS LLC	8/25/2016	BROWN DEVRICE L ETUX

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000004 | Started January 10, 2021



Address

713 Roundhouse Road,
Starkville, MS USA 39759

Legal

No legal information

Property Info

No property information

Description

Roof is falling in. Possibly a fire took place here.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/10/2021 at 4:55 PM	Accept	Lyle MeCaskey
Verify Location	01/14/2021 at 9:27 AM	Review Location	Sarah Perez
Inspect Initial	01/14/2021 at 9:27 AM	Mail Notice	Sarah Perez
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:27 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	02/25/2021 at 3:50 PM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

February 25, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Failed
on 02/25/2021 at 3:50 PM by Sarah Perez

January 24, 2021

RESULTSTEP

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

January 14, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Devrice L Etux Brown
on 01/14/2021 at 9:27 AM by Sarah Perez

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/14/2021 at 9:27 AM by Sarah Perez

RESULTSTEP

Resulted the step Verify Location to Approve
on 01/14/2021 at 9:27 AM by Sarah Perez

January 13, 2021

EDIT

Edited Title
on 01/13/2021 at 2:06 PM by Justin Maynard

January 10, 2021

PROMOTE

Promoted to case 21-000004
on 01/10/2021 at 4:55 PM by Lyle McCaskey

CREATE

Created violation: Dilapidated Structures
on 01/10/2021 at 4:55 PM by Lyle McCaskey

RESULTSTEP

Resulted the step Request to Accept
on 01/10/2021 at 4:55 PM by Lyle McCaskey

CREATE

Created case
on 01/10/2021 at 4:55 PM by Lyle McCaskey





Jan 11, 2021 10:50:01
712 Roundhouse Road
Starkville
Oktober County
Mississippi



Jan 11, 2021 10:50:22
712 Roundhouse Road
Starkville
Oktober County
Mississippi



Jan 11, 2021 10:50:32
712 Roundhouse Road
Starkville
Oktober County
Mississippi

Deatrice Brown
713 Roundhouse Rd
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118A-00-033.00

713 Roundhouse Rd. Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020
Records Last Updated 1/12/2021

PROPERTY DETAIL			
OWNER	BROWN DEVRICE L ETUX		ACRES : **NA**
	P O BOX 943	LAND VALUE : 7000	
		IMPROVEMENTS : 23780	
	STARKVILLE MS 39760	TOTAL VALUE: 30780	
		ASSESSED : 4617	
PARCEL	118A-00-032.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	254.35	0.00	254.35
CITY	139.11	0.00	139.11
SCHOOL	300.61	0.00	300.61
TOTAL	694.07	0.00	694.07
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 7 N MONTGOMERY TOWNHOUSE		
HOMESTEAD CODE	None	PLACE	
TAX DISTRICT	2110	MAP 118A DB/PG 680/232 726/54	
PPIN	013494	B 2017 P 1351 00/00/0000	
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		
Book 2017	Page 1351		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2019	MONT'S GRADY	NOT REDEEMED	
2018	R & B FARMS LLC	NOT REDEEMED	
2017	MONT'S GRADY	8/20/2020	BROWN DEVRICE L ETUX
2016	MONT'S GRADY	8/23/2019	BROWN DEVRICE L ETUX
2015	MONT'S GRADY	8/24/2018	BROWN DEVRICE L ETUX
2014	DDD INVESTMENTS LLC	8/24/2017	BROWN DEVRICE L ETUX
2013	DIONYSUS LLC	8/25/2016	BROWN DEVRICE L ETUX

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000020 | Started January 12, 2021



Address

714 Roundhouse Rd,
Starkville, MS USA 39759

Legal

No legal information

Property Info

No property information

Description

Dilapidated Structures

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/12/2021 at 3:09 PM	Accept	Kenya Bibbs
Verify Location	01/12/2021 at 3:11 PM	Review Location	Kenya Bibbs
Inspect Initial	01/12/2021 at 3:11 PM	Mail Notice	Kenya Bibbs
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:22 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	02/25/2021 at 3:50 PM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

February 25, 2021

RESULT STEP

Resulted the step Inspect after Notice to Failed
on 02/25/2021 at 3:50 PM by Sarah Perez

January 24, 2021

RESULT STEP

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

January 14, 2021

RESULT STEP

Resulted the step Notice of Violation Letter to Issue Document for Devrice L Etux Brown
on 01/14/2021 at 9:22 AM by Sarah Perez

RESULT STEP

Resulted the step Notice of Violation Letter to Issue Document for Devrice L Etux Brown
on 01/14/2021 at 9:17 AM by Sarah Perez

January 13, 2021

ADD

Added to project the following contact: Devrice L Etux Brown
on 01/13/2021 at 2:25 PM by Justin Maynard

EDIT

Edited Title
on 01/13/2021 at 2:20 PM by Justin Maynard

January 12, 2021

RESULT STEP

Resulted the step Inspect Initial to Failed
on 01/12/2021 at 3:11 PM by Kenya Bibbs

RESULT STEP

Resulted the step Verify Location to Approve
on 01/12/2021 at 3:11 PM by Kenya Bibbs

PROMOTE

Promoted to case 21-000020
on 01/12/2021 at 3:10 PM by Kenya Bibbs

CREATE

Created violation: Dilapidated Structures
on 01/12/2021 at 3:10 PM by Kenya Bibbs





Deatrice Brown
714 Roundhouse Rd
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118A-00-032.00

714 Roundhouse Rd. Starkville, MS 39759

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If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL		
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	ACRES : **NA**
	C/O ALLIANCE TAX ADVISORS	LAND VALUE : 102190
	433 E LAS COLINAS BLVD STE 300	IMPROVEMENTS : 2539960
	IRVING TX 75039	TOTAL VALUE: 2642150
		ASSESSED : 396323

PARCEL 118K-00-016.00

ADDRESS 305 EVERGLADE AVE

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	21833.43	0.00	21833.43
CITY	11941.21	0.00	11941.21
SCHOOL	25804.59	0.00	25804.59
TOTAL	59579.23	0.00	59579.23

[Pay Tax](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110	6
PPIN	001369	B 2012 P 4346 06/28/2012
SECTION	33	
TOWNSHIP	19N	
RANGE	14E	

Book 2012

Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000019 | Started January 12, 2021



Address

Brookville Garden
305 Everglade Ave,
Building 4, Starkville, MS
USA 39759

Legal

No legal information

Property Info

No property information

Description

Dilapidated Structure not suitable for habitation.

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/12/2021 at 2:45 PM	Accept	Sarah Perez
Verify Location	01/12/2021 at 2:53 PM	Review Location	Sarah Perez
Inspect Initial	01/12/2021 at 2:54 PM	Mail Notice	Sarah Perez
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:06 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 9:05 AM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

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March 04, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Failed
on 03/04/2021 at 9:05 AM by Sarah Perez

January 22, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Pending Request
on 01/22/2021 at 5:00 AM

January 14, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Schoolhouse Road Estates Brookville
on 01/14/2021 at 9:06 AM by Sarah Perez

January 12, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Schoolhouse Road Estates Brookville
on 01/12/2021 at 3:03 PM by Sarah Perez

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/12/2021 at 2:54 PM by Sarah Perez

RESULTSTEP

Resulted the step Verify Location to Approve
on 01/12/2021 at 2:53 PM by Sarah Perez

PROMOTE

Promoted to case 21-000019
on 01/12/2021 at 2:45 PM by Sarah Perez

CREATE

Created violation: Dilapidated Structures
on 01/12/2021 at 2:45 PM by Sarah Perez

RESULTSTEP

Resulted the step Request to Accept
on 01/12/2021 at 2:45 PM by Sarah Perez

CREATE

Created case
on 01/12/2021 at 2:45 PM by Sarah Perez



Schoolhouse Rd Estates Brookville
305 Everglade Ave. Bldg. 4
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118K-00-016.00

305 Everglade Ave. Bldg. 4 Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez (662)323-4847**



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL		
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	ACRES : **NA**
	C/O ALLIANCE TAX ADVISORS	LAND VALUE : 102190
	433 E LAS COLINAS BLVD STE 300	IMPROVEMENTS : 2539960
	IRVING TX 75039	TOTAL VALUE: 2642150
		ASSESSED : 396323

PARCEL 118K-00-016.00

ADDRESS 305 EVERGLADE AVE

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	21833.43	0.00	21833.43
CITY	11941.21	0.00	11941.21
SCHOOL	25804.59	0.00	25804.59
TOTAL	59579.23	0.00	59579.23

[Pay Tax](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110	6
PPIN	001369	B 2012 P 4346 06/28/2012
SECTION	33	
TOWNSHIP	19N	
RANGE	14E	

Book 2012

Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

CASE OVERVIEW

Case Type: Dilapidated Structures
ID # 21-000021 | Started January 12, 2021



Address Brookville Garden 305 Everglades Ave, Building 5, Starkville, MS USA 39759	Legal No legal information	Property Info No property information
Description Dilapidated Structure		

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/12/2021 at 3:22 PM	Accept	Justin Maynard
Verify Location	01/12/2021 at 3:28 PM	Review Location	Justin Maynard
Inspect Initial	01/12/2021 at 3:29 PM	Mail Notice	Justin Maynard
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 9:03 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 9:05 AM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

March 04, 2021

RESULTSTEP Resulted the step Inspect after Notice to Failed
on 03/04/2021 at 9:05 AM by [Sarah Perez](#)

February 15, 2021

EDIT Re-assigned the case to Sarah Perez
on 02/15/2021 at 7:26 AM by [Lyle McCaskey](#)

EDIT Re-assigned the case to Sarah Perez
on 02/15/2021 at 7:22 AM by [Lyle McCaskey](#)

January 24, 2021

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

January 14, 2021

RESULTSTEP Resulted the step Notice of Violation Letter to Issue Document for Schoolhouse Road Estates Brookville
on 01/14/2021 at 9:04 AM by [Sarah Perez](#)

January 12, 2021

EDIT Edited Title
on 01/12/2021 at 3:36 PM by [Justin Maynard](#)

RESULTSTEP Resulted the step Inspect Initial to Failed
on 01/12/2021 at 3:29 PM by [Justin Maynard](#)

RESULTSTEP Resulted the step Verify Location to Approve
on 01/12/2021 at 3:28 PM by [Justin Maynard](#)

PROMOTE Promoted to case 21-000021
on 01/12/2021 at 3:22 PM by [Justin Maynard](#)

CREATE Created violation: Dilapidated Structures
on 01/12/2021 at 3:22 PM by [Justin Maynard](#)



Schoolhouse Rd Estates Brookville
305 Everglade Ave. Bldg. 5
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118K-00-016.00

305 Everglade Ave. Bldg. 5 Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 06 2021**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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Code Enforcement Officer Sarah Perez (662)323-4847



Property Link OKTIBBEHA COUNTY, MS

Current Date 1/13/2021

Tax Year 2020

Records Last Updated 1/12/2021

PROPERTY DETAIL		
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	ACRES : **NA**
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PARCEL 118K-00-016.00

ADDRESS 305 EVERGLADE AVE

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LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
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Book 2012

Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

CASE OVERVIEW

Case Type: Dilapidated Structures

ID # 21-000022 | Started January 12, 2021



Address

Brookville Garden
305 Everglade Ave,
Building 8, Starkville, MS
USA 39759

Legal

No legal information

Property Info

No property information

Description

Dilapidated Structure

CASE STEPS	DATE & TIME	RESULT	USER
Request	01/12/2021 at 3:30 PM	Accept	Justin Maynard
Verify Location	01/12/2021 at 3:35 PM	Review Location	Justin Maynard
Inspect Initial	01/12/2021 at 3:35 PM	Mail Notice	Justin Maynard
Inspect After Verbal Notice	-	-	-
Notice of Violation Letter	01/14/2021 at 8:58 AM	Printed - Standard Notice	Sarah Perez
Inspect after Notice	03/04/2021 at 1:44 PM	Not Complied - Court	Sarah Perez
Schedule Municipal Hearing	-	-	-
Print Hearing Affidavit	-	-	-
Inspect Before Court Appearance	-	-	-
Record Court Findings	-	-	-
Inspect After Adjudication - Nuisance	-	-	-
Schedule Abatement Job	-	-	-
Print Abatement Work Order	-	-	-
Verify Abatement Job	-	-	-
Inspect After Abatement	-	-	-
Review Abatement Invoices	-	-	-
Enter Fees	-	-	-
Payment Due	-	-	-
Transfer Balance to Lien	-	-	-
Archive	-	-	-

March 04, 2021

RESULTSTEP

Resulted the step Inspect after Notice to Failed
on 03/04/2021 at 1:44 PM by Sarah Perez

February 15, 2021

EDIT

Re-assigned the case to Sarah Perez
on 02/15/2021 at 7:26 AM by Lyle McCaskey

EDIT

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on 02/15/2021 at 7:22 AM by Lyle McCaskey

January 24, 2021

RESULTSTEP

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

January 14, 2021

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Schoolhouse Road Estates Brookville
on 01/14/2021 at 8:58 AM by Sarah Perez

January 12, 2021

RESULTSTEP

Resulted the step Inspect Initial to Failed
on 01/12/2021 at 3:35 PM by Justin Maynard

RESULTSTEP

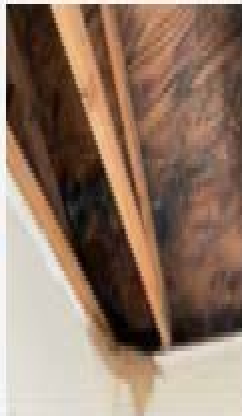
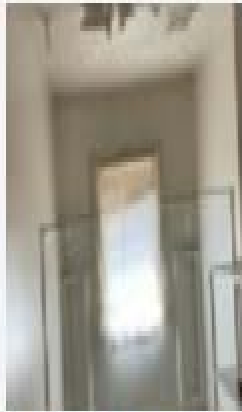
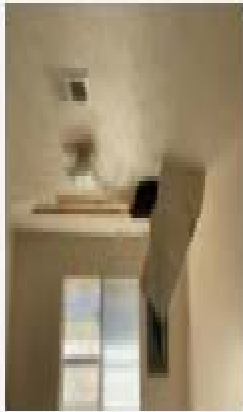
Resulted the step Verify Location to Approve
on 01/12/2021 at 3:35 PM by Justin Maynard

PROMOTE

Promoted to case 21-000022
on 01/12/2021 at 3:30 PM by Justin Maynard

CREATE

Created violation: Dilapidated Structures
on 01/12/2021 at 3:30 PM by Justin Maynard



Schoolhouse Rd Estates Brookville
305 Everglade Ave. Bldg. 8
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118K-00-016.00

305 Everglade Ave. Bldg. 8 Starkville, MS 39759

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Code Enforcement Officer Sarah Perez (662)323-4847

36. CONSIDERATION OF DECLARING ALL CASES PRESENTED IN PUBLIC HEARING ITEMS B – J BE DECLARED MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Alderman Perkins, duly seconded by Alderman Carver, offered a motion to declare the nine properties presented to be menaces to the public health, safety and welfare of the community under Miss. Code Ann. § 21-19-11.

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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 29, 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: Absent
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	\$ 552,050.51
Restricted Police Fund	002	1,459.87
Airport Fund	015	66,177.17
Airport - Reserved	016	646.18
Sanitation	022	82,974.98
Industrial Park Bond	303	14,237.66
Public Improv Bonds 2018	319	5,000.00
BUILD Grant	377	100,541.67
Park Bond - 2020	380	104,044.11
Trust and Agency	610	35,658.78
Econ Dev, Tourism, Conv	630	197,776.36
Sub Total Before Utilities		\$ 1,160,567.29
Utilities Dept.	SED	701,192.55
Total Claims	Total	\$ 1,861,759.84

38. MOTION TO RECESS UNTIL APRIL 20, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until April 20, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
April 16, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, April 16, 2021 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman David Little, Alderman Jason Walker, Alderman Hamp Beatty, Alderman Henry Vaughn, Sr., and City Clerk Lesa Hardin. City Attorney Chris Latimer appeared telephonically.

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

Mayor Spruill welcomed Sports Facilities Management CEO Jason Clement and National Director Jim Arnold. They discussed what they could do for Starkville as the management company for Cornerstone Park.

The Mayor and members of the Board discussed items on the upcoming April 20, 2021 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

MAYOR D. LYNN SPRUILL

Attest:

LESA HARDIN, CITY CLERK

Seal



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

April 16, 2021

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF THE ADDITIONAL TWO FIELDS AND CONTRACT WITH SPORTS FACILITIES MANAGEMENT FOR TOURNAMENT MANAGEMENT OF CORNERSTONE AND SPORTSPLEX SOCCER FIELDS.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE APRIL 20, 2021, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, APRIL 16, 2021**

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

The public and media are invited to attend.

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



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street

STARKVILLE, MISSISSIPPI 39759

662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Claire Farmer (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Miss Hospitality speech and request for an ad sponsorship in Miss Hospitality program

Contact Information:

Name: Angella Baker

Group Representing: Team Starkville

Address: 195 Bent Brook Dr.
Starkville, MS 39759

Phone: 662-617-3239

Email: marb2006@bellsouth.net



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 4, 2021
PAGE: Page 1of 8

SUBJECT:

Public Hearing and Consideration of VA 21-03 a request for a variance from the minimum lot size and minimum lot width for two proposed lots. The subject properties are located at 1425 Greta Lane in a O zoning district with the parcel number 103P-08-012.00

SUMMARY:

This is a request by Herman Ashford on behalf of Mr. And Mrs. Rieves for a variance from the minimum lot size and minimum lot width for two proposed lots. The subject properties are located at 1425 Greta Lane and are a part of the proposed "Rieves Property" subdivision plat. The applicants are proposing to build a new home on proposed Parcel A. To do this, they need to subdivide the parcel from the existing parcel. The new subdivision will create a total of three parcels out of one. Parcel A and Parcel B are the new parcels. Parcel A needs a variance from lot width. Parcel B needs a variance from lot width and lot size. The remaining parcel does not require any variances. For the proposed lot labeled Parcel "A", the request is a variance from minimum lot width. The applicant is requesting a lot width of 20' in lieu of the 140' requirement. For the proposed lot labeled Parcel "B" the request is for a variance from minimum lot width and minimum lot size. The applicant is requesting a lot width of 62.22' in lieu of the 140' requirement. The applicant is also requesting a variance from the minimum lot size, requesting a lot size of 13,041.45 sq. ft. in lieu of the minimum of 40,000 square feet.

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

1. 5 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 April 15, 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.

**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 VA 21-03 t to allow for a variance from the minimum lot size and minimum lot width for Parcel A and Parcel B of the "Reives Property" subdivision.



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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 21-03 Request for a variance from the minimum lot size and minimum lot width for two proposed lots. The subject properties are located at 1425 Greta Lane in a O zoning district with the parcel number 103P-08-012.00
Date: May 3, 2021

The purpose of this report is to provide information regarding a Variance Request by Herman Ashford on behalf of Mr. And Mrs. Rieves for a variance from the minimum lot size and minimum lot width for two proposed lots. The subject properties are located at 1425 Greta Lane in a O zoning district with the parcel number 103P-08-012.00 Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicants are in the proposing to building a new home on proposed Parcel A. To do this, they need to subdivide the parcel from the existing parcel. The new subdivision will create a total of three parcels out of one. Parcel A and Parcel B are the new parcels. Parcel A needs a variance from lot width. Parcel B needs a variance from lot width and lot size. The remaining parcel does not require any variances. The applicant is requesting relief from the minimum lot size and minimum lot width for two proposed lots. The applicant attended a Development Review Committee meeting on April 22, 2021. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 4, 2021 meeting.

VARIANCE REQUEST FROM

The applicant is requesting relief from minimum lot size and width.

For the proposed lot labeled Parcel "A", the request is a variance from minimum lot width. The applicant is requesting a lot width of 20' in lieu of the 140' requirement.

For the proposed lot labeled Parcel "B" the request is for a variance from minimum lot width and minimum lot size. The applicant is requesting a lot width of 62.22' in lieu of the 140' requirement. The applicant is also requesting a variance from the minimum lot size, requesting a lot size of 13,041.45 sq. ft. in lieu of the minimum of 40,000 square feet.

In accordance with Section 10.1.5.A, any permitted residential use shall use the Rural Neighborhood requirements in Section 6.3.

Section 6.3.4 Base Dimensional Standards

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	RN
A1 Lot size per unit in sq. ft (min.)	40000
A2 Lot width (min.)	140'
A3 Lot width at corner (min.)	140'

B. Primary Building Setbacks	RN
B1 Front setback	40' min
B. Primary Building Setbacks (cont.)	RN
B2 Side setback (min.)	10'
B3 Side setback corner lot (min.)	40'
B4 Rear setback (min.)	30'
B5 Rear setback adjacent to street or alley (min.)	20'
C. Accessory Dwelling Unit/Structure Setbacks	RN
C1 Front setback	
C2 Side setback	5' min
C3 Side setback corner lot (min.)	40'
C4 Rear setback	5', 100 for structures housing livestock
C5 Rear setback adjacent to alley for garages (min.)	N/A
C6 Structures housing livestock (min.)	100' min
D. Parking Setbacks	RN
D1 From primary street	N/A
E. Height	RN
E1 Principle building(s) (max)	35', 2.5 story
E. Height (cont.)	RN
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	
E3 Accessory structure agricultural use	70'
F. Pedestrian Access	RN
F1 Street-facing primary entrance along street	yes

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

1. 6 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 April 15, 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 phone calls For or Against this request.

ANALYSIS

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

CONDITIONS OF APPROVAL

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

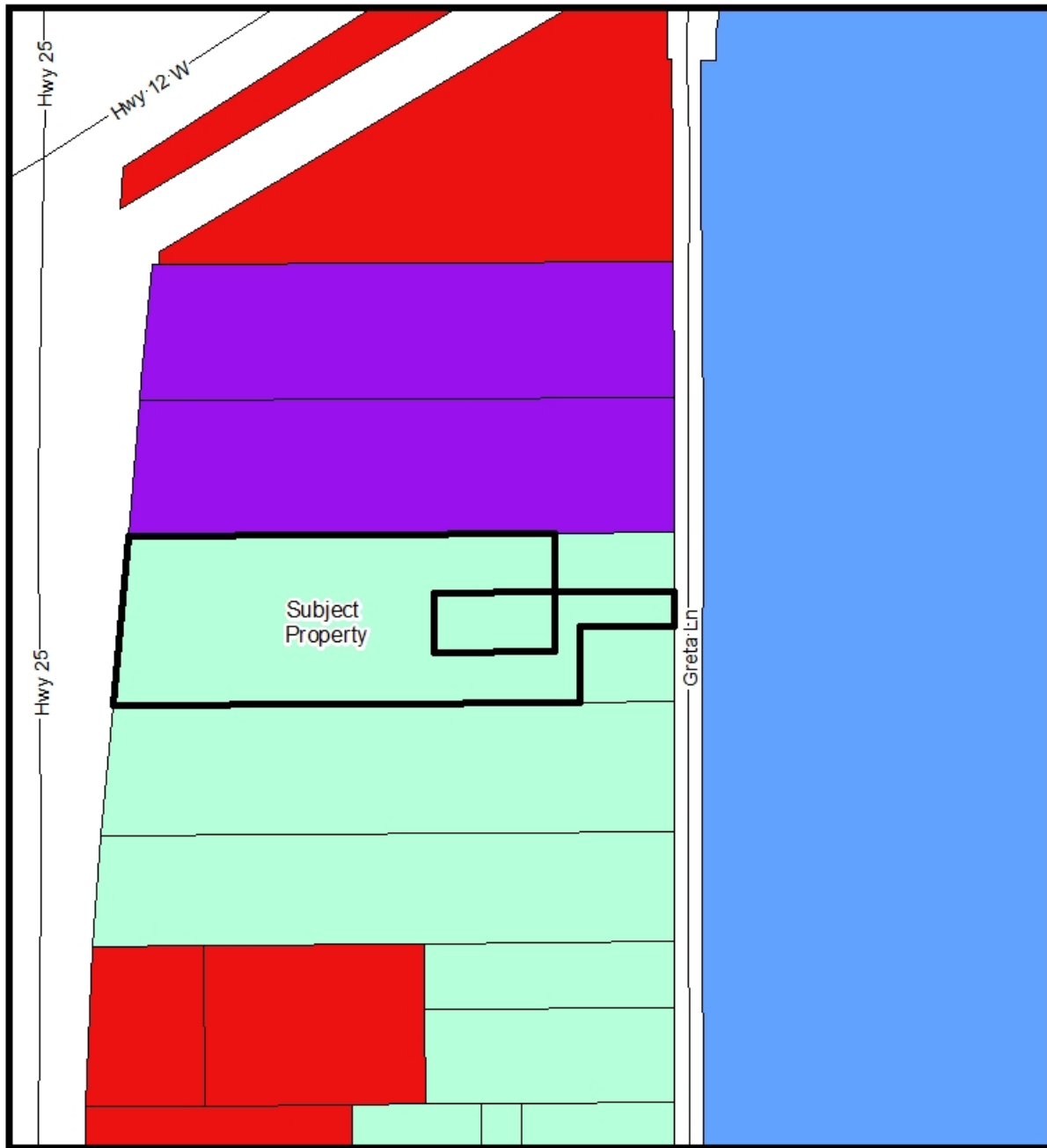
Attachment 1
VA 21-03 Aerial



Legend

 subject property

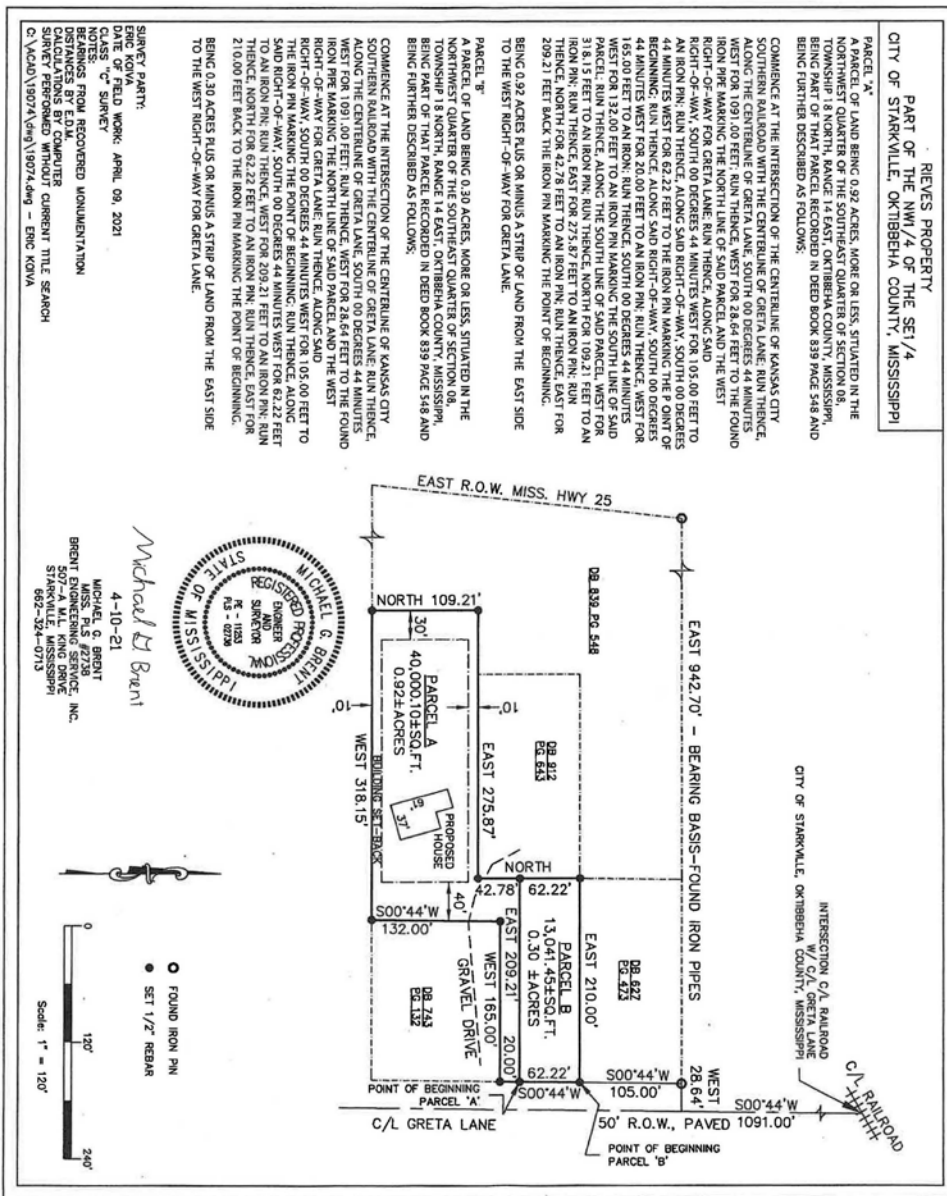
Attachment 2
VA 21-03 Zoning



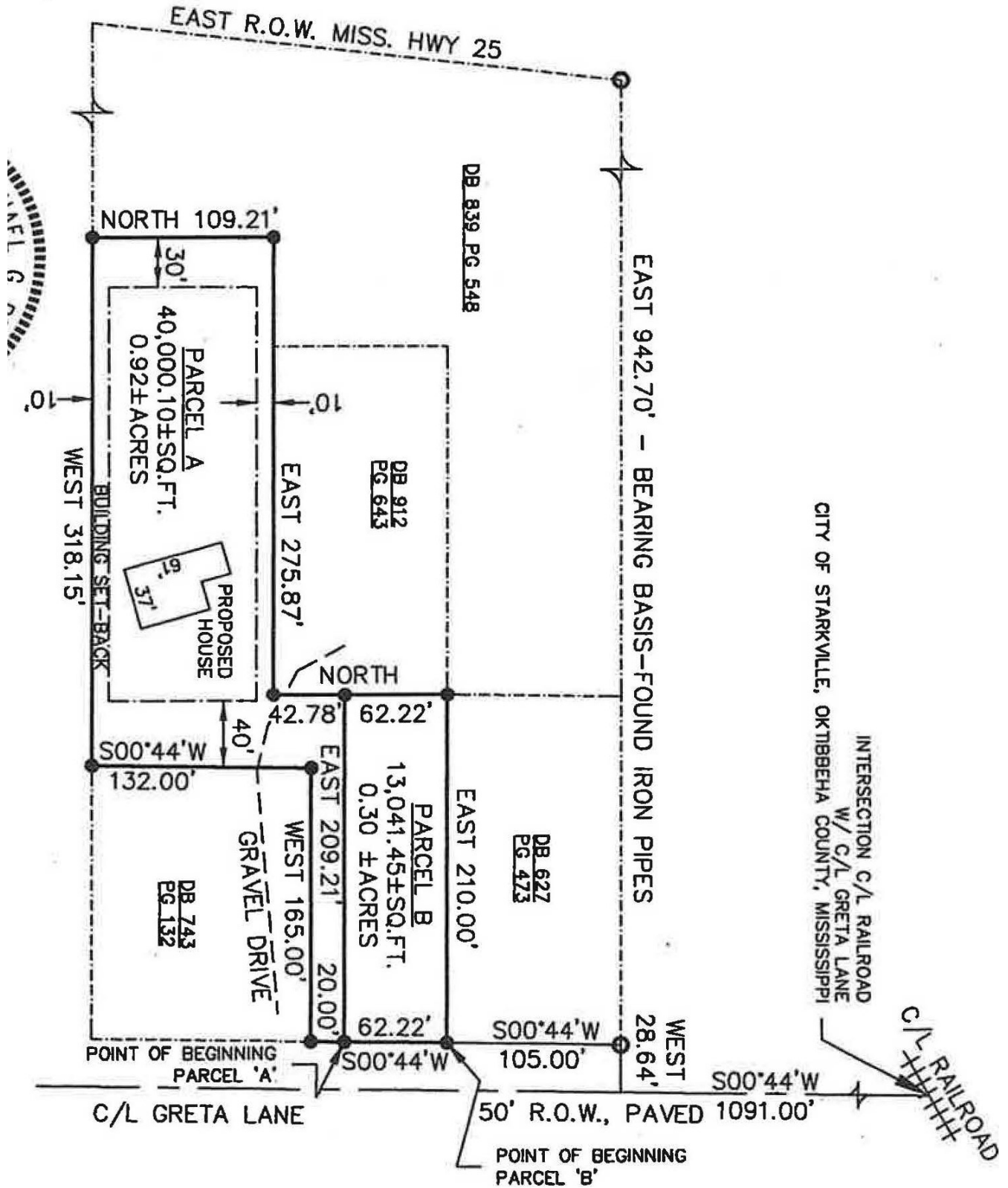
Legend

-  subject property
- Zoning**
-  C Commercial
 -  I Industrial
 -  O Optional District
 -  S-I Social Institutional

Attachment 3- Proposed Final Plat



Attachment 4- Enlarged Proposed Final Plat



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

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

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

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

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

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

DATE: May 4, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: May 4, 2021
PAGE: 1

SUBJECT: Consideration of the approval of the contract with Sports Facility Management for the management and operation of Cornerstone Park for sports tourism and community recreational activities.

AMOUNT & SOURCE OF FUNDING: Funding will be from operational budget as provided in the 1% food and beverage sales tax fund and the general fund park budget.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration
Lynn Spruill

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Alderman Sandra Sistrunk

SUGGESTED MOTION:

Move approval of authorizing the Mayor to sign the contract with Sports Facility Management for the management and operation of Cornerstone Park for the purpose community recreation and sports tourism.

FACILITY MANAGEMENT AGREEMENT

between

CITY OF STARKVILLE

and

SPORTS FACILITIES MANAGEMENT, LLC

Dated: _____, 2021

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the City of Starkville, a Mississippi municipality, (the "Owner") and Sports Facilities Management, LLC, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located in Starkville, Mississippi on Highway 25 South and known as Cornerstone Park or any other name that may be identified in the future ("Facility");

WHEREAS, Manager has expertise in providing management services for athletic complex facilities throughout the United States;

WHEREAS, Owner and Manager desire for Sports Facilities Management, LLC to open, operate, and manage the Facility subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE 1 DEFINITIONS

1.1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented or restated from time to time.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than Five Thousand Dollars (\$5,000) and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Commencement Date: shall have the meaning given to such term in Section 4.1 below.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities.

Early Termination Fee: The term "Early Termination Fee" shall have the meaning ascribed to such term in Section 4.3(a) of this Agreement.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Laws: Means all applicable laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Operating Account: A separate interest-bearing account in the name of the Owner at a licensed bank, to be designated by the Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following:

(i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and

related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures or any Incentive Fees (all of which shall be the responsibility of the Owner).

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first Operating Year shall be a shortened year commencing on the Commencement Date and ending on September 30th, of that year and the last Operating Year shall be a full year, ending on September 30.

Operations Manual: The document has been developed by Manager, which shall contain terms regarding the management and operation of the Facility including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the Owner and the Manager.

Owner: The term "Owner" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Payroll Account: A separate account in the name of Manager at a licensed bank through which all Facility staff and other personnel employed by Manager (including related payroll taxes), or engaged by Manager as an independent contractor, are paid.

Pre-Opening: Time period prior to the Grand Opening and beginning of events, programs and activities operations, and during which the facility is being constructed and the business development, operational preparations, and organizational development is taking place.

Recruitment Fee: The term "Recruitment Fee" shall have the meaning ascribed to such term in Section 6.4 of this Agreement.

Regulatory Approvals: All applicable governmental or regulatory approvals, authorizations, consents, licenses or permits.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box

office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

2.1 Engagement.

(a) Owner hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described herein and in Exhibits A and B attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds.

ARTICLE 3 COMPENSATION

3.1 **Management Fees.** In consideration of Manager's performance of its services hereunder, Owner shall pay Manager those payments as further set forth in Exhibit B attached hereto.

ARTICLE 4 TERM; TERMINATION

4.1 **Term.** The term of this Agreement (the "Term") shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on September 30, 2025 at which time this Agreement shall automatically renew for up to three (3) additional periods of three (3) years (each a "Renewal Term") unless either party provides the other party with at least one hundred and eighty (180) days notice before the expiration of any Term or Renewal Term of its intention not to renew. Upon any renewal of this Agreement as provided herein, the Term shall be extended to include any such Renewal Term(s).

Notwithstanding anything to the contrary herein, Owner's engagement of Manager as provided herein and Manager's acceptance of such engagement are each expressly subject to and conditioned upon Manager's presentation of a draft Pro Forma, and Owner's approval of the draft Pro Forma, within sixty (60) days of the execution of this Agreement. If Owner does not approve Manager's draft budget, this Agreement shall be null and void and Manager shall retain the Fifty Thousand Dollars (\$50,000) paid to it, as full compensation for its consulting services in preparing the draft Pro Forma budget.

4.2 **Early Termination.** This Agreement may be terminated by Owner or Manager, with or without cause, at any time by providing the other party with written notice on or before the date such terminating party wishes to terminate this Agreement (the "Termination Date").

(a) For Owner's Convenience: Owner shall have the right to terminate this Agreement for any reason or no reason subject to section 4.3 below.

(b) For Manager's Convenience: Manager shall have the right to terminate this Agreement for any reason or no reason upon twelve (12) months' notice to Owner.

(c) For Cause by Owner: Owner shall have the right to terminate this Agreement for Cause at any time. Upon termination by Owner for cause, Manager shall promptly vacate the Facility and no Early Termination Fee or other compensation, damages or lost profits related to early termination shall be due or payable to Manager. Cause for termination shall include, but not be limited to, Manager's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Owner detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Owner shall not be entitled to terminate for cause where Manager shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

(d) For Cause by Manager: Manager shall have the right to terminate this Agreement for Cause at any time. Upon termination for cause by Manager shall be contingent upon Manager promptly vacating the Facility and taking nothing of value from Owner without owner's written permission. Manager expressly waives any possessory lien rights or right of set-off it might have against any of Owner's property or assets. Cause for termination shall include, but not be limited to, Owner's (i) repeated failure to timely pay into the Operating Account budgeted Owner contributions; (ii) Owner's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Manager detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Manager shall not be entitled to terminate for cause where Owner shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

4.3 **Effect of Early Termination.**

(a) Upon termination by the Owner for any reason other than for "cause" due to Manager's breach of any material provision herein, without cure by Manager following written notice from Owner detailing such breach of this Agreement, Owner shall pay to Manager a termination fee (the "Early Termination Fee") on the Termination Date that is equal to (a) the greater of: (i) the trailing six (6) months' fees due to Manager hereunder or (ii) six (6) times the average monthly payment due to Manager during the Term; plus (b) any bonus or incentive payments that the Manager has earned through the Termination Date; plus (c) six (6) months' salary for all full-time employees of Manager that have been employed pursuant to the terms of this Agreement; plus (d) any severance payments and/or relocation expenses which are incurred by Manager related to the Manager's terminating or relocating full-time employees that have been assigned to the Facility. In the Event that Owner terminates this Agreement, Owner shall have the right to request that Manager vacate the property and cease all management activities related to the Facility, in which case Owner shall pay Manager the Termination Fee as set forth above.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Owner shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Owner, the Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Notwithstanding the foregoing, Manager is under no duty to provide certain proprietary confidential materials or intellectual property to the Owner, including but not limited to Manager's national benchmarking formulas, national key performance indicators reports, system-wide employee manuals, system-wide employee training materials, its employee performance evaluations, its proprietary financial forecasting formulas, Manager's internal databases or contact lists, Manager's operations manuals, and/or other intellectual property developed by and maintained by the Manager and which it may use in its regular course of business to provide services to clients similar to Owner, excluding, however, anything specific to, or customized for, Owner's facility. Any obligations of the parties that are specifically intended to survive

expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITY

5.1 **Ownership of Facility, Data, Equipment and Materials.** The Owner will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software (for example Manager's Microsoft software licenses) licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.2 **Right of Use by Manager.** The Owner hereby gives Manager the right and license to use the Facility for the Term, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

5.3 **Right of Use of Staff by Manager.** Manager shall have the right to utilize its employees as needed to support manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5.4 **Observance of Agreements.** The Owner agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the Owner is bound in connection with its ownership of the Facility.

ARTICLE 6

PERSONNEL

6.1 **Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 here), and shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of

employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.

6.2 **General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees. Hiring of the General Manager by Manager require the prior approval of the Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to one hundred eighty (180) days without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 **Work Environment.** Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Owner shall not require employees of Manager to vary from those employment standards either directly, or indirectly through impacting decisions, including but not limited to not funding the correct staffing level, not providing safe work tools and a safe work environment, or an environment inconsistent with Manager's values.

6.4 **Post-Termination Employment.** In the event of termination, or in any case where Owner, and/or its affiliated agencies or entities, expresses an interest in hiring Manager's management-level employee(s), Manager shall reserve the right to agree or deny such a request. In the event that Manager elects to permit Owner to hire Manager's management-level employee(s), Owner shall provide the Manager with a one-time fee (the "Recruitment Fee") equal to six (6) months' gross salary and benefits. In any of these events described, the Manager's employee would not retain the Manager's intellectual material in any future employment.

ARTICLE 7 PROCEDURE FOR HANDLING INCOME

7.1 **Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Owner employee or representative. The Owner will have access and visibility to all accounts owned by the Facility.

ARTICLE 8 FUNDING

8.1 **Source of Funding.** Manager shall pay all items of expense for the operation, maintenance,

supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 7 above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The Owner shall thereafter, on or before the first (1st) day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month.

8.2 **Advancement of Funds.** Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed upon. Owner will also fund an amount to be included in the budget that will be accounted for as Owner's asset to be used as operating funds and working capital. The "working capital" will be the baseline account balance for the Operating Account and Owner will contribute funds as needed to maintain that minimum of amount in the Operating Account.

ARTICLE 9

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

9.1 **Existing Contracts.** The Owner shall provide to Manager, on or before the Effective Date, full and complete copies of all Existing Contracts. Manager shall administer and use reasonable commercial efforts to assure compliance with such Existing Contracts to the extent provided to Manager.

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts for sums less than Five Thousand Dollars (\$5,000.00) related to the operation of the Facility, as agent on behalf of the Owner. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Service Contracts, Revenue Generating Contracts and other contracts in amounts of Five-Thousand Dollars (\$5,000.00) or greater entered into by Manager shall require written approval of Owner.

9.3 **Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 10

AGREEMENT MONITORING AND GENERAL MANAGER

10.1 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies Owner of a substitute contract administrator

in writing. Owner shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 11 INSURANCE

11.1 **Types of Coverage; Certificates of Insurance.** Manager and Owner agree to obtain insurance coverage in the following manner and amount. Owner and Manager shall within 30 days after the Effective Date furnish to the other party certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by current certificates) held by Manager shall provide that the Additional Insureds are listed as additionally named insureds on the policies. Manager will provide reasonable notice to Owner upon receipt of any intention by Insurer to cancel, not renew or make any adverse change in coverage. All certificates, cancellation, nonrenewal or adverse change notices shall be mailed to the respective addresses listed in the definition of Additional Insured, or at such other address as an Additional Insured shall give Manager written notice. New Certificates of Insurance are to be provided to the Additional Insureds at least 15 days after coverage renewals. If requested by the Owner, Manager shall furnish complete copies of insurance policies, forms and endorsements.

11.2 **Owner's Policies.** Owner shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) **Property Insurance.** Owner shall also procure and maintain fire and extended coverage casualty insurance, and (if appropriate) flood insurance, regarding the Facility in amounts and with companies acceptable to Owner in its sole discretion.

(b) **Commercial General Liability.** Owner shall procure and maintain, at the Owner's sole expense, a Commercial General Liability policy consistent with the minimum policy limits required by the Mississippi Torts Claims Act. All such insurance shall be on an "occurrence" basis.

11.2 **Manager's Policies.** Manager shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) **General Liability.** Manager shall procure and maintain as a Facility Operating Expense a general liability policy (including contractual liability insurance, including an umbrella policy, and including hired, non-owned auto coverage, and abuse and molestation coverage) which insures Manager and which includes Owner as an additional named insured with waiver of subrogation in favor of Owner, with a general liability policy (including contractual liability insurance) with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis.

(b) **Professional Liability.** Manager shall procure and maintain, as a Facility Operating Expense, a professional liability policy,

(c) **Workers Compensation.** Manager shall procure and maintain as a Facility Operating Expense worker's compensation insurance required under applicable Mississippi state law.

ARTICLE 12 COVENANTS AND REPRESENTATIONS

12.1 **Owner's Covenants and Representations.** Owner makes the following covenants and representations to Manager, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) **Owner's Status.** Owner is a municipality duly organized, validly existing, and in good standing under the laws of the state of Mississippi with full power and authority to enter into this Agreement and execute all documents required hereunder.

(b) **Authorization.** The making, execution, delivery, and performance of this Agreement by Owner has been duly authorized and approved by requisite action and this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms and applicable laws.

(c) **Effect of Agreement.** To Owner's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Owner nor Owner's performance of any obligation hereunder: (i) will constitute a violation of any law, ruling, regulation, or order to which Owner is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Owner is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) **Ownership Rights.** Owner shall obtain and retain the property interests in the Facility necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. Owner represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

(e) **Documentation.** If necessary to carry out the intent of this Agreement, Owner agrees to execute and provide to Manager, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Facility.

12.2 **Manager's Covenants and Representations.** Manager makes the following covenants and representations to Owner, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) **Corporate Status.** Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and authorized to transact business throughout the United States with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) **Authorization.** The making, execution, delivery, and performance of this Agreement by Manager has been duly authorized and approved by all requisite action of the board of directors of Manager, and this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Manager's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Manager is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Manager is a party or is otherwise bound.

12.3 Indemnification.

(a) Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the Owner and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by those parties, arising out of or in connection with any (i) negligent act or omission, Gross negligence or willful misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Manager of any of its representations, covenants or agreements made herein.

(b) Indemnification by Owner. Although Owner does not agree to indemnify Manager or hold it harmless, it agrees that it will be solely responsible for any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") relating to the Facility that arise out of, or in connection with, the solely negligent act or omission, or willful misconduct, on the part of Owner or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Owner of any of its representations, covenants or agreements made herein.

(c) Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Section, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other party's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's sole expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than ten (10) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

(d) Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Relationship. Manager and Owner shall **not** be construed as joint venturers or general

partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Manager understands and agrees that the relationship to Owner is that of independent contractor, and that it will not represent to anyone that its relationship to Owner is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility. Manager covenants and agrees that even though it may have a management responsibility for other similar properties, which from "time to time" may be competitive with the Facility, Manager shall always represent the Facility fairly and deal with Owner on an equitable basis.

Manager has the right to display its brand and marks in the Facility and on the Facility's marketing materials in a manner that does not exceed 10% of the overall impression of the Facility's own brand. Manager has the right to use and store the database and contact information of the customers of the Facility. Manager will provide from time to time images and other marketing material that it owns and holds the license to for use by the Facility. Owner agrees not to use those images and that material in any manner outside of the operation of the Facility while Manager is engaged to operate it. Manager has the right to use images and marks from the Facility for its own marketing and promotions material during the term, and any renewal term of this Agreement, and up to five (5) years following the termination of this Agreement without restriction. Any such use after the aforementioned time periods shall require written approval by Owner.

13.2 **Representations.** Owner represents and warrants: (i) that Owner has full power and authority to enter this Agreement; (ii) that to the best of Owner's knowledge, the property on which the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are or will be current; (iv) that the Facility and its operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); and (v) that no unsafe condition exists.

13.3 **Assignment.** This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

13.4 **Benefits and Obligations.** The covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

13.5 **Legal Advice and Other Professional Services.** Owner acknowledges that Manager does not provide legal services, financial advice, tax and audit advice, code compliance and engineering device or other licensed or regulated professional services that Owner may need regarding compliance with any law affecting the Facility or any activities related to it. Owner and Manager agree that any professionals needed to provide such services for the Facility will be engaged directly by Owner.

13.6 **Building Compliance.** Manager does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly, or forward to Owner promptly, any complaints, warnings, notices, or summonses received by Manager relating to such matters. Owner represents that to the best of Owner's knowledge, the Facility and all such equipment contained therein comply with all such requirements, and Owner authorized Manager to disclose the ownership of the Facility to any such officials.

13.7 **Notices.** All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Owner:

City of Starkville
Attn: Mayor Lynn Spruill
110 W Main Street
Starkville, MS 39759

With a copy to:
Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 947
Oxford, MS 38655
clatimer@mitchellmcnutt.com

If to Manager:

Sports Facilities Management, LLC
Attention: Jason Clement, Manager
600 Cleveland Street, Suite 910
Clearwater, FL 33755
Email: jclement@sportadvisory.com

with a copy to:

Bruce Rector
General Counsel
Sports Facilities Management, LLC
600 Cleveland Street, Suite 910
Clearwater, FL 33755
Email: brector@sportadvisory.com

13.8 **Interest on Unpaid Sums.** Any sums due Manager under any provision of this Agreement, and not paid by Owner within forty-five (45) days after such sums have become due, shall bear interest at the rate of 12 percent (1.0%) per month.

13.9 **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

13.10 **Headlines.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.11 **Force Majeure.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Manager and any time periods required for performance shall be extended accordingly.

13.12 **Entire Agreement.** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Manager relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Manager in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

13.13 **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

13.16 **Applicable Law.** The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Mississippi. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Mississippi in Oktibbeha County or the United States District Court, for the Northern District of Mississippi, Aberdeen Division. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

13.17 **Acknowledgement.** The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

13.18 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

13.19 **Intellectual Property.** Owner acknowledges that Manager has certain intellectual property,

trade secrets and proprietary business techniques ("Intellectual Property ") that it will use on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author. Notwithstanding anything in this paragraph, Manager shall have no right to monetize for its own benefit any Owner or Facility data without the express written consent of Owner.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Attest:

OWNER:
CITY OF STARKVILLE
a Mississippi municipality

Print Name:

BY: _____

Its _____

Attest:

MANAGER:
SPORTS FACILITIES MANAGEMENT, LLC
a Florida limited liability company

Print Name:

BY: _____

Its Manager

EXHIBIT A

MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. Annual Business Plan. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term, Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner.

3. Employment Matters. The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. Independent Accounting Firm. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. Accounting Records and Reporting. During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls

to be consistent with professionally accepted accounting practices

BANK ACCOUNTS. The Manager shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Facility, an operating expense account (the "Operating Expense Account") and a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account").

ACCOUNT FUNDING. Subject to the Manager's written notices to Owner as herein, Owner acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Facility provided that such Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

PRE-OPENING SERVICES

Pre-Opening Services includes a variety of projects and tasks that are coordinated with the Pre-Opening budget and timing for each of 10 major areas. During this phase, Manager will report weekly and monthly on progress in each area as needed. Throughout this cycle, Manager's representatives will meet with Owner's team and other key stakeholder representatives through a schedule of weekly and monthly meetings.

1. Organizational Development: Sourcing, hiring, and placement of a full-time leadership team with clear job responsibilities and training so personnel focuses on the highest priorities impacting the operation. These positions generally include a General Manager, Marketing Director, and other staff according to the hire and placement dates outlined in the operating/financial plan.

2. Operations Systems and Software Selection and Set-Up: The set-up of accounting systems complete with checks and balances complying with audit requirements. Facility management software, specific HR administrative set-up specific to sport & event centers, proper insurance and risk management coverage, standard operating procedures, operating manuals, food & beverage SOP's for quality/storing/security/safety, and other operational protocol.

3. Regional and National Marketing and Business Development Action Plan for Events: Manager will provide a detailed business development action plan and will then execute on this plan. This includes deployment of proven digital, social media, direct sales, and other marketing systems. Manager will also innovate and develop new systems specific to Owner's facility. This effort will include regional and national press releases, tradeshow/conference presence, proper budgeting for bid fees (minimal when necessary), and hosting of visits in partnership with Owner's facility, and others.

4. Local Marketing and Business Development Action Plan: Manager will create a local marketing plan to include digital and social media, public relations, hard hat tours, key stakeholder meetings, and parks and recreation driven efforts. This step is highly collaborative with local parks and recreation and local partners.

5. Local and Tournament and Events Program Development: The creation, set-up, and implementation of local programming for residents. Creating the "ground rules" for scheduling so that the local community and parks and recreation receive first-class service while balancing the state, regional, and national event needs. This requires proper communication and upfront planning. The set-up for local programs include current programs offered in the community and the introduction of new offerings successful in other Manager managed venues to include corporate outings, group events, and other child development offerings.

6. Business Development and Events Booking: Manager will lead business development and events booking efforts to secure events and agreements for use prior to opening. This process must begin no less than 1 year prior to opening to secure events at a pace that can perform or out-perform forecasts. Local programming and local registrations will also be managed during this process and will begin as the facility development enters the final 6 months of construction.

7. Grand Opening Events Planning: The schedule of grand opening events requires advanced planning. Events are planned for local officials, key stakeholders, community partners, and the community at large.

8. Staff Placement and Staff Development: The placement of leadership staff begins during the development cycle. These positions include the General Manager, Marketing Director, Operations Director, and others. The schedule for these hires requires job descriptions, job announcements, review of hundreds of resumes, interviews, final approval from Owner, placement, training, and guidance from Manager's regional leadership team.

9. Sponsorship Sales: Prior to opening, Manager will lead a sponsorship sales effort to engage community businesses in a variety of ways. These can include B2B arrangements for services or products in trade for promotion, revenue driven sponsorship sales, events, and other sponsorship programs.

10. Other Necessary initiatives: A wide range of community events, meetings, communication, reporting, project management, and other activities dominate the development and pre-opening process. Manager's on the ground team will provide expertise and experience throughout this cycle.

EXHIBIT B

MANAGER COMPENSATION

During the Term of this Agreement, Manager shall receive compensation from the Owner according to the following:

1. Base Management Fee;
2. Deferred Management Incentive Fee;
3. Sponsorship and Advertising Compensation;
4. Employee Compensation; and
5. Reimbursed Expenses

1. **Base Management Fee.**

Pre-Opening Fee. During the time from the Effective Date of this Agreement to the Grand Opening (first day of business operations which the Facility is open to the public) of the Facility, Owner shall pay to Manager Three Hundred Thirty Thousand Dollars (\$330,000). Payment 1 in the amount of Fifty Thousand Dollars (\$50,000) shall be due upon execution of this Agreement. Payment 2 in the amount of Forty Thousand Dollars (\$40,000) shall be due upon project kickoff and then ten (10) monthly payments of Twenty Four Thousand Dollars (\$24,000) each shall be due on July 1, 2021 and on the first day of each month thereafter through May 1, 2022. The Pre-Opening fee of \$330,000 assumes that the construction timeline will in no case extend beyond May 1, 2022 and that an additional preopening monthly fee of Twenty Thousand Dollars (\$20,000) per month shall be paid to Manager until Opening Day if the Pre-Opening period extends longer than May 1, 2022.

Post-Opening Fee. Upon Opening Day and during the Term, Owner shall pay to Manager equal monthly installments of Twenty Thousand Dollars (\$20,000) per month. Each installment will be due and payable on the first day of each successive month. Notwithstanding the foregoing, the final three (3) installments, totaling Sixty Thousand Dollars (\$60,000), shall be due and payable upon the execution of this Agreement.

2. **Deferred Management Incentive Fees.** To encourage Manager to drive operational profitability, Owner agrees to pay to Manager Deferred Management Incentive Fees in addition to the Base Monthly Fee identified above. Owner agrees to pay to Manager:

EBITDA PROFIT SHARE SCALED INCENTIVE

- Upon completion of the annual verified financials for each Operating Year, Owner will pay to Manager the following percentages based on the EBITDA (Earnings Before Interest Taxes Depreciation and Amortization) that exceeds the budgeted EBITDA in the annual Operating Budget.
 - o 0% share if annual EBITDA goal is not met
 - o 10% share of earnings that exceeds the annual budgeted EBITDA if Facility is operating at an EBITDA loss for that operating year

- o 35% share of earnings that exceeds the annual budgeted EBITDA if Facility is operating at an EBITDA profit for that operating year

ADMISSION PROFIT SHARE SCALED INCENTIVE

Manager will share in each admission paid to the Facility for any ticketed or admission driven event. Share of admission will be as follows:

- \$1 fee paid to Manager for the first 20,000 paid admissions
- \$2 fee paid to Manager for paid admissions 20,0001 – 40,000
- \$3 fee paid to Manager for paid admissions 40,000 and beyond

3. **Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold by the Manager throughout the life of the Manager's service. A fee of ten percent (10%) shall apply, however, to gross revenue for sponsorship and advertising, including facility naming rights, for all sponsorship and advertising sold by the Owner and identified to Manager in writing, within sixty (60) days after the execution of this Agreement.

Manager will also be paid twenty percent (20%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items, agreed to the sponsorship or advertising, and where negotiations with a vendor result in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site and Owner agrees to the amount of such direct cost savings.

Owner must approve all sponsorship and advertising agreements including those provided by suppliers and vendors that exceed a value of Five Thousand Dollars (\$5,000) a year. In the event that Owner does not approve the Sponsorship or Advertising arrangement, Manager will not proceed with the Agreement and Manager will not receive a commission or compensation for the arrangement. Payments will be made to Manager within forty-five (45) days of the time when a sponsor/advertiser makes payment.

4. **Payroll Compensation.** During the Term, Owner shall pay to Manager in equal monthly installments, the Employment Costs for all employees at the Facility (collectively, the “**Payroll Compensation**”). Manager will compensate all of its employees on a monthly basis and therefore each Payroll Compensation payment will become due and payable on the first (1st) day of each successive month. For purposes of this Agreement, the term “**Employment Costs**” shall mean the total salary and compensation for the Management Employees plus any fringe benefits including health insurance, etc., as well as any annual bonus to be paid.

5. **Reimbursed Expenses.** Manager shall be reimbursed with prior written approval with prior written approval by the Owner, if not previously approved by Owner in the Pre-Opening or Post-Opening Budget, for travel and other expenses directly related to the Management Services. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within thirty (30) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: May 4, 2021
PAGE: 1

SUBJECT: Consideration of calling for two public hearings on establishing a juvenile curfew and truancy ordinance.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or
Chief Mark Ballard

SUGGESTED MOTION:

Move approval of calling for public hearings for the purpose of establishing a juvenile truancy and curfew ordinance.

ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH A CURFEW FOR JUVENILES WITHIN THE
CITY LIMITS OF STARKVILLE AND TO PROVIDE AND PROMOTE THEIR
HEALTH SAFETY AND WELFARE AND FOR RELATED PURPOSES**

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

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15, the Starkville Board of Aldermen has the power to make all needful police regulations necessary for the preservation of good order and peace of the municipality;

WHEREAS, pursuant to Miss. Code Ann. § 21-19-17, the Board of Aldermen has the power to make regulations to protect property, health and lives and to enhance the general welfare of the community by restricting the movements of citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof;

WHEREAS, the Board of Aldermen finds and determines that juveniles congregating in the City have contributed to an excessive number of incidents of drug and alcohol related crimes, thefts, assaults and homicides, including a high percentage of crimes committed by and against juveniles;

WHEREAS, the Board of Aldermen finds and determines that special and extenuating circumstances exist within the City that call for regulation of minors to protect them from each other and from other persons on the street during certain specified hours, and to aid in preventing crime, to promote parental supervision and authority over minors, and to decrease juvenile crime;

WHEREAS, this ordinance serves to regulate the conduct of juveniles on streets during certain specified hours, to be effectively and consistently enforced for the protection of juveniles in Starkville from each other and from other persons on the streets during those certain specified hours, for the enforcement of parental control of, authority over, and responsibility for their children, for the protection of the public from mischief by juveniles, for the reduction in the incidents of juvenile crime, to further family responsibility, and for the public good, safety and welfare of the community; and

WHEREAS, after careful review and evaluation, the Board of Aldermen finds that there is justification for the purposes and findings herein to enact this ordinance.

NOW, THEREFORE, be it ordained as follows:

1. Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words

used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Adult is a person eighteen (18) years or older or any person who is legally emancipated.

City is the City of Starkville, Mississippi with administrative offices at City Hall, 110 West Main Street, Starkville, MS 39759.

Compulsory school age child means a child who has attained or will attain the age of six (6) years on or before September 1 of the calendar year and who has not attained the age of seventeen (17) years on or before September 1 of the calendar year.

Minor or juvenile is any un-emancipated person under the age of eighteen (18) years.

Parent is any person or persons having legal custody of a minor (i) as a natural or adoptive parent; (ii) as a legal guardian; or (iii) as a person to whom legal custody has been given by order of a court.

Police Department shall refer to the police department headquartered at 101 East Lampkin Street, Starkville, MS 39759 or any officially designated precinct of said Department.

Remain means to stay behind, to tarry and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling four (4) or more persons in which any minor involved would not be using the streets for ordinary or serious passage. The numerous exceptions expressed below demonstrate that this article is not a mere prohibitory or presence type curfew ordinance.

Street is a way or place, of whatsoever nature, open to the use of the public as a matter or right for purposes of travel.

Year of age continues from one birthday to (but not including the day of) the next, making it clear that seventeen (17) or less years of age is herein treated as equivalent to the phrase "under eighteen (18) years of age," unless specifically defined differently herein.

2. Restrictions.

(a)

It shall be unlawful for any minor under eighteen (18) years of age to remain in or upon any public street, highway, park, vacant lot or other public place within the city between those hours beginning at 11:00 p.m. to 6:00 a.m. next following, Sundays through Thursdays, and between those hours beginning at 12:00 a.m. (midnight) on Fridays to 6:00 a.m. next following, and beginning at 12:00 a.m. (midnight) on Saturdays to 6:00 a.m. next following.

(b)

It shall also be unlawful for any compulsory school age child to remain in or upon any public street, highway, park, vacant lot or other place within the city during the following period:

(1)

8:45 a.m. until 2:45 p.m. Monday - Friday during the school term in which a compulsory school age child is to be enrolled in a public school or private legitimate non-public school as required by the Mississippi Compulsory School Attendance Law (Section 37-13-91).

(2)

Notwithstanding subsection (b)(1) above, beginning with the last stated day of the school term, the hours of curfew for subsection (a) above will be from 12:00 a.m. (midnight) to 6:00 a.m. next following on Sundays through Saturdays and shall so remain until the beginning of the next regular school term at which time the hours of curfew set forth in subsection (a) above shall again be applicable.

(3)

Notwithstanding subsection (b)(1) above, beginning with the last stated day of the school term, the hours of curfew stated therein will be suspended until the beginning of the next regular school term, at which time these stated hours shall again be applicable.

(c)

It shall further be unlawful for a parent or a minor to knowingly permit or by insufficient control to allow such minor to be or remain upon any city street under circumstances not constituting an exception to, or otherwise beyond the scope of this article. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. It is intended to continue to keep neglectful or careless parents up to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was indifferent to the activities or conduct or whereabouts of such minor child.

2. Exceptions.

The following shall constitute the valid exceptions to the operation of the curfew:

(1)

At any time, if a minor is accompanied by his or her parent; or,

(2)

When a minor is accompanied by an adult authorized by a parent of such minor to take said parent's place in accompanying said minor for a designated period of time and purpose within a specified area; or,

(3)

If the minor is legally employed, for the period of forty-five minutes before to forty-five minutes after work, while going directly between his or her home and place of employment. This exception shall also apply if the minor is in a public place during curfew hours in the course of his or her employment. To come within this exception, the minor must be carrying a written statement of employment issued by employer to expire within ninety (90) days; or,

(4)

If a minor is on the property of, or the sidewalk directly adjacent to, the place where such minor resides, or the place immediately adjacent thereto, if the owner of the adjacent property does not object to the minor being there; or,

(5)

When returning home by a direct route from (and within thirty (30) minutes of the termination of) a school activity or an activity of a religious or other voluntary association, or a place of public entertainment. This exception shall not apply beyond 1:30 a.m. If the event is not commercial in nature or does not have a fixed, publicly known time at which it will or does end, the sponsoring organization must register the event with the chief of police (or his assigned representative) at least twenty-four (24) hours in advance, informing the police department of the time such event is scheduled to begin, the place at which it shall be held, the time at which it shall end and the name of the sponsoring organization and the name, address and telephone number of a person whom the police department may contact with regards to the event; or

(6)

In the case of reasonable necessity, but only after such minor's parent has communicated to the police department personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a described purpose including place of origin and destination. A copy of such communication, or the police record thereof, duly certified by the chief of police to be correct, an appropriate notation of the time it was received and of the names and addresses of such parent and minor shall constitute evidence of qualification under this exception; or,

(7)

When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly. Such minor shall provide bona fide evidence of such exercise and provide notice to city officials by first delivering to the Police Department a written communication, signed by such minor, with their home address and telephone number, addressed to the mayor of the city specifying when, where and in what manner said minor will be on the streets at night (during hours when the curfew ordinance [is] to still otherwise be applicable to said minor) in the exercise of a First Amendment right specified in such communication. Said notice must be received a minimum of 24 hours prior to the intended exercise of First Amendment rights and shall be subject to the same requirements and restrictions as the City's First Amendment Assemblies Policy; or

(8)

When a minor is, with parental consent, in a motor vehicle engaged in bona fide interstate travel through the city, particularly on Highways 25, 12, 82 or 182, and all access roads to these highway systems. This also exempts all interstate travel beginning or ending in the City of Starkville; and

(9)

Any exception set forth in the text of the Mississippi Compulsory School Attendance Law, Section 37-13-91.

Each of the foregoing exceptions, and their several limitations, such as provisions for notification, is severable, as hereinafter provided, but here re-emphasized.

3. Violations.

(a)

A police officer of the city who has probable cause to believe that a minor is in violation of this article shall transport the minor to the police department.

When a minor is taken to the police department, the minor's parents shall be immediately contacted. If after this contact there is still probable cause to believe that the minor was violating this article, the minor shall be held until the parent comes to take the minor home. When the parent arrives, he or she shall be given a copy of this article. If no parent has arrived within two (2) hours, the minor shall be turned over to custody of the local juvenile authorities until a parent can take custody of him or her, and the chief of police shall, by certified mail and/or hand delivery, send to the minor's parent written notice of said violation and a copy of this article. Said notice shall be sent or delivered to the minor's parent at his or her last known address and evidence of its mailing or delivery as specified shall constitute sufficient notice of the minor's violation.

(b)

(1)

If, after the warning notice as set forth in subsection 3(a) herein is delivered to the parent, there is a second violation of this article by the minor, the parent of the minor will be held to have violated subsection (b) in connection with the second violation by the minor, and this shall be treated as a first offense by the parent. For such first parental offense, a parent shall be fined twenty-five dollars (\$25.00). For each subsequent offense, the fine shall be increased by a doubling factor, fifty dollars (\$50.00) for the second, one-hundred dollars (\$100.00) for the third, two-hundred dollars (\$200.00) for the fourth offense, etc.

(2)

In addition to the fine set forth in subsection (b)(1), each minor shall be sentenced to perform community service work for each third and additional violation. The court, in

its discretion, may require each parent to perform community service work, with due regard given for age and health considerations, for each third and subsequent violation.

(c)

Any minor who shall violate any of the provisions of this article more than one (1) time shall be dealt with according to the youth court law of the State of Mississippi and in accordance with the directives of the youth court of Oktibbeha County, Mississippi, or other court as shall have jurisdiction of said minor.

4. Construction and Severability.

Severability is intended through and within the provisions of this article. If any provision, including inter alia, any exception, part, phrase, or term of, or the application thereof to any person or circumstances is held invalid, the application of other persons or circumstances shall not be affected thereby and the validity of this article in any and all other respects shall not be affected thereby. The Board does not intend a result that is absurd, impossible to execute or unreasonable. It is intended that this article be held inapplicable in such cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given. The Board does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America.

5. Continuing Evaluation.

The Board of Aldermen of the City of Starkville will continue its evaluation and updating of this article through methods including, but not limited to:

(1)

Within one (1) month after the implementation of this article and each and every quarter thereafter, the chief of police or his duly appointed representative shall provide the Board with a complete report concerning the effect of this article on crimes committed by and against minors, and of the number of warnings issued and arrests of minors and parents hereunder, and such other information and statistical or otherwise, as the Board may request.

(2)

After receipt of the police chief's report, the Mayor shall place this matter on the Board agenda for discussion, review and continuing its evaluation.

6. Effective Date.

In the interest of the immediate or temporary preservation of public peace, health or safety or for other good cause, this article shall be effective from and after passage, if passed by a unanimous vote, and thirty (30) days after passage if passed by a majority vote.

7. Notice.

The city clerk shall provide notice of this article and of the curfew regulations established by it by having copies of the article posted in, or about such public places as may be determined by the mayor, the Board of Aldermen and police department in order that the public may be constantly informed of the existence of the article and its amendments and regulations.

8. Article Cumulative.

This article shall be cumulative and in addition to any other laws in force.

UPON MOTION of Alderman _____ seconded by Alderman _____ the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

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

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

(SEAL)

ATTEST:

ADOPTED

CITY CLERK

MAYOR



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

AGENDA ITEM DEPT: Municipal Court
AGENDA DATE: May 04, 2021
Page: 1

SUBJECT:

Request authorization to hire Elizabeth Sallis as a Municipal Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Salary of \$50,000 (\$24.04 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

The position was previously held by Jodi Hogue who resigned. The Mayor and Judge Kelly interviewed this candidate on April 29, 2021 and thought she was the best fit for the position.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, COO/HRD

SUGGESTED MOTION

Move approval to hire Elizabeth Sallis as a Municipal Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 5, 2021
PAGE: Page 1 of 13

SUBJECT:

Discussion and Consideration of COA 21-04 a request for a Certificate of Appropriateness for a fence at 304 Greensboro Street.

SUMMARY:

The applicants, George and Laura Dunn, are requesting a certificate of appropriateness for the construction of a fence on the subject property located at 304 Greensboro Street on a parcel that is currently zoned TN-E with the property #1180-00-321.00. On April 27, 2021, the Historic Preservation Commission reviewed the request and voted unanimously to recommend approval of the request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of a Certificate of Appropriateness request for a fence at 304 Greensboro Street.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
HISTORIC PRESERVATION COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Historic Preservation Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: COA 21-04 A request for a Certificate of Appropriateness by George and Laura Dunn for the construction of a fence on the subject property located at 304 Greensboro Street on a parcel that is currently zoned TN-E with the property #118O-00-321.00
Date: April 27, 2021

The purpose of this report is to provide information regarding Certificate of Appropriateness request by George and Laura Dunn for the construction of a fence on the subject property located at 304 Greensboro Street on a parcel that is currently zoned TN-E with the property #118O-00-321.00. Please see attachments 1- 5.

COA REQUEST:

The applicant is requesting a Certificate of Appropriateness to:

1. Add a black metal fence to the backyard which is visible from the street

COA HISTORY:

304 Greensboro is a Colonial Revival home built in 1941.

ANALYSIS:

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

3.16.1. Criteria for issuance of certificates of appropriateness.

The Historic Preservation Commission and the Board of Aldermen shall use the following criteria in approving or denying a certificate of appropriateness:

A. General factors criteria

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

B. New construction criteria

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

C. Exterior alteration criteria

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

D. Demolition criteria. In considering an application for the demolition of a landmark or a historic resource within a historic district, the following shall be considered:

1. The Historic Preservation Commission shall consider the individual architectural, cultural, and/or historical significance of the historic resource.
2. The Historic Preservation Commission shall consider the importance or contribution of the resource to the architectural character of the district.
3. The Historic Preservation Commission shall consider the importance or contribution of the resource to neighboring property values.
4. The Historic Preservation Commission shall consider the difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail.
5. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans, set forth in Section 3.16.1 B, prior to receiving a demolition permit and other permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction.
6. Applicants that have received approval for demolition shall be permitted to receive a demolition permit from the Building Department, following the approval of a certificate of appropriateness by the Board of Aldermen, approval by appropriate city departments, and approval by any other agency that has jurisdiction over the resource. Permits for demolition and construction shall be issued simultaneously if requirements of the Unified Development

Code are met, and the applicant provides financial proof of his ability to complete the project.

STANDARDS FOR STARKVILLE'S HISTORIC DISTRICTS RECOMMENDS:

FENCES AND WALLS (p.102-105)

Most historic houses built before 1900 featured fences built primarily to keep animals out of the yard. Today, they are erected for privacy, decoration, and protection of children and pets.

Early fences were typically built of wood, with pickets used to enclose house yards and separate them from the sidewalk or street. Picket fencing in the nineteenth century often featured a skirt or base board, which could be easily replaced when deteriorated without disturbing the pickets.

Iron gained popularity when it became readily available in the late nineteenth-century through mail-order catalogs. Iron fencing was either wrought or cast in molds with more ornate fencing being cast. Historic iron fences were usually ordered in pre-assembled sections, which could be easily installed on-site between iron posts and were usually decorative.

Vertical board fences were often used in more urban areas to enclose rear yards, screen side yards, and provide privacy between buildings. The vertical and horizontal structural members of board fences were traditionally located on the inside of the fence, meaning that the flat portion faced the public side.

In the mid twentieth-century, chain-link fencing became the most popular fencing material in America. It was often installed in both front and rear yards.

Generally, in Mississippi, masonry privacy walls were not original features of historic landscapes, unless they functioned as retaining walls. In the early 1900s low masonry walls became popular for front yards and sometimes had iron-work fencing incorporated above them.

MAINTENANCE AND REPAIR

Original fences and walls should be retained and repaired when possible. Picket fences are easily repairable, as a damaged picket can often be easily removed and replaced. Replacement wood pickets that are treated and so are resistant to rot and infestation will last longer than the traditional ones. For iron fencing, it may be very difficult to find a replacement in the same pattern, especially if it was decoratively cast.

REPLACEMENT, ALTERATION, AND INSTALLATION

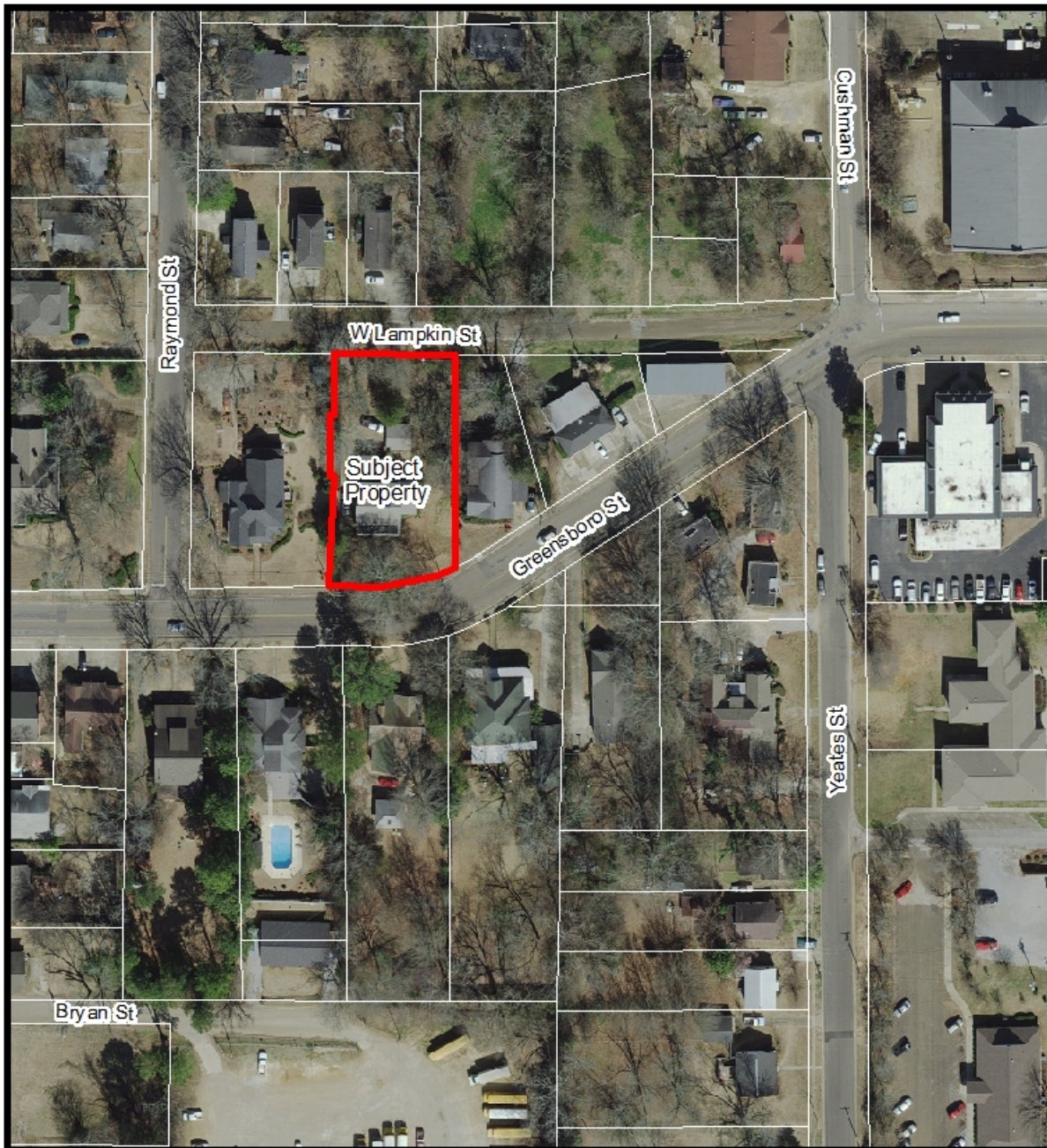
Replace deteriorated or missing historic fencing and walls with new fencing or walls to match the original as documented by surviving physical evidence, in historic photographs, or in drawings. Choose new treated wood for its resistance to rot and insect infestation. Painted aluminum may be substituted for iron, as it has the same appearance. Picket and rail fencing is also available in vinyl, but the vinyl products do not have the same appearance and are not recommended.

If no documentation exists for the design of original fencing or walls, new designs should be based on surviving or documented original fencing or walls at a neighborhood house of similar style.

Fences and walls that are inappropriate in design and materials detract from the historic character of the property.

Vertical board fences and masonry walls taller than three feet are not appropriate for front yards of historic buildings. Be wary of fence designs that mix construction materials, unless documented by physical evidence or historic photographs and drawings. Popular, but inappropriate, are fences constructed of vertical brick piers that are spanned by vertical boards, pickets, or panels of wrought iron. These materials were not historically combined for fencing, and fences with this design are more appropriate for modern subdivisions. In general, metal fences should have metal posts and wood fences should have wood posts. Chain-link fencing is not appropriate for historic properties and should be used only where it is not visible from the street.

Attachment 1
CA 21-04- Aerial



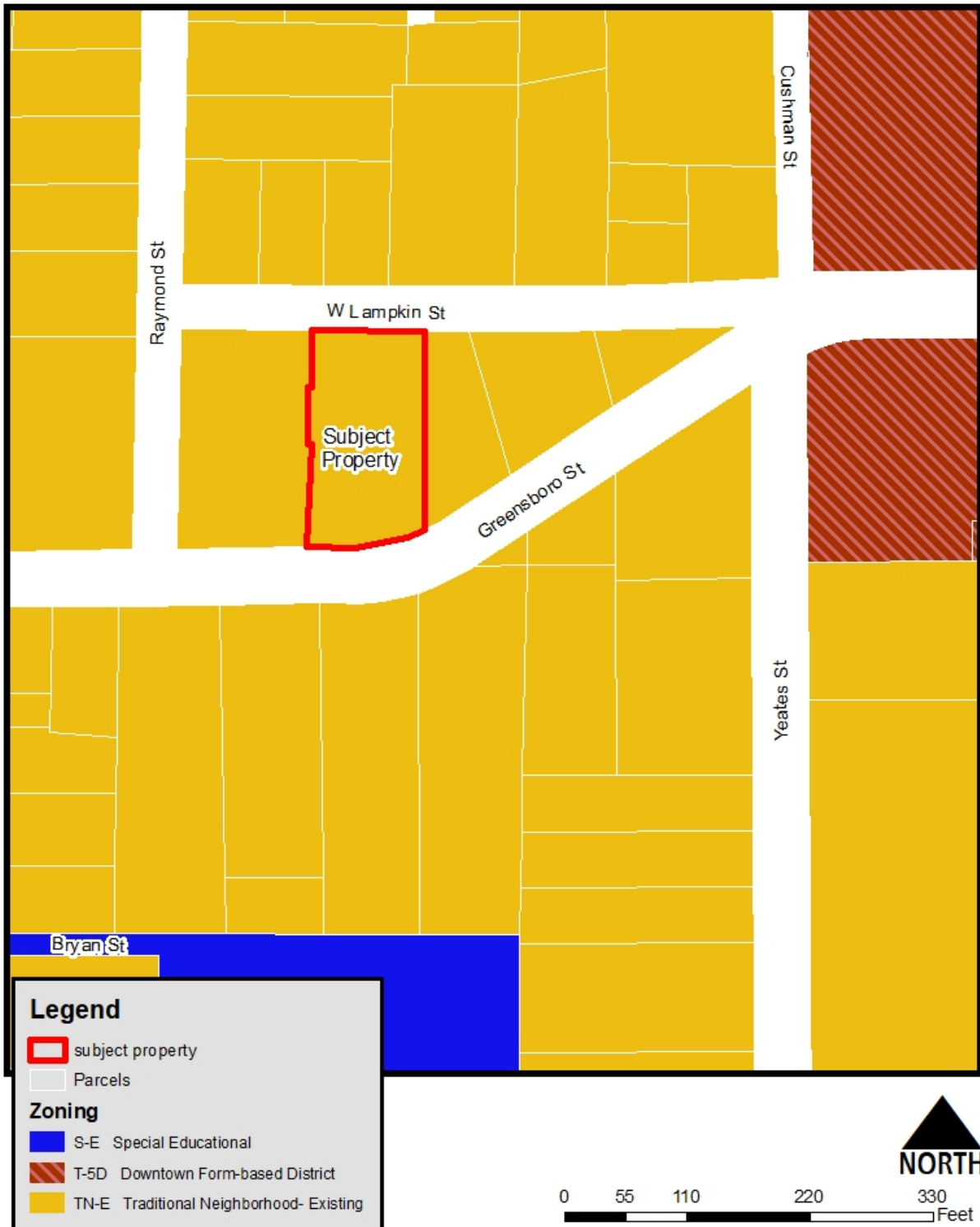
Legend

 subject property

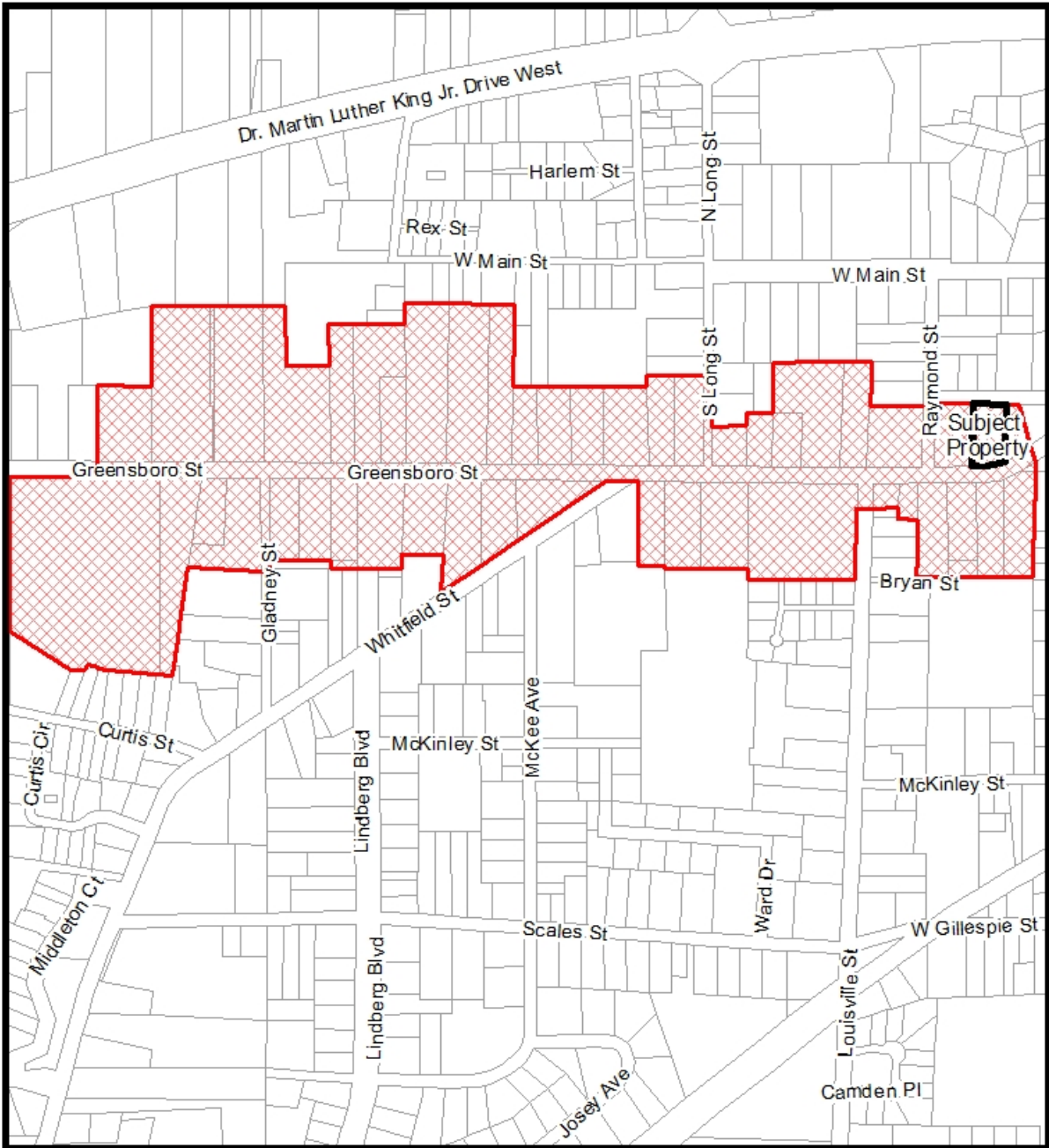
 Parcels



Attachment 2
CA 21-04- Zoning

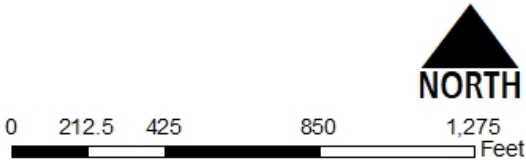


Attachment 3
CA 21-04- Location in District



Legend

-  subject property
-  Parcels



Attachment 4- Application

CERTIFICATE OF APPROPRIATENESS APPLICATION

City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: buildingdept@cityofstarkville.org



APPLICANT'S INFORMATION

Name: Laura & George Dunn Phone: 601-550-2135
Company Name: n/a
Email: lhdunn85@gmail.com; gkdunn@gmail.com
Address: 304 Greensboro St.

PROPERTY OWNER'S INFORMATION (IF NOT APPLICANT)

Name: n/a Phone: n/a
Email: n/a
Address: n/a

PROPERTY INFORMATION

Property Address: 304 Greensboro St.
Parcel Number: 1180-00-321.00 Current Zone District: TN-E

PROJECT INFORMATION

Type of Project:	☐ New Construction (freestanding or addition) ☐ Substantial Rehabilitation ☐ Minor Exterior Changes ☐ Demolition ☐ Relocation	Project and Materials Description:	☐ Exterior Siding/ Finishes/ Masonry ☐ Windows and Dormers ☐ Porches/ Decks/ Balconies ☐ Exterior Doors ☒ Walls and Fences ☐ Roofs ☐ Chimneys ☐ Shutters ☐ Foundations ☐ Outbuildings
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Applicant's Signature: 
Date: 4-13-21

Property Owner's Signature: 
Date: 4-13-21

Attachment 5-Applicant Statement

304 Greensboro St
Laura & George Dunn
April 13, 2021

Application Statement

Dear Members of the Commission,

My husband and I purchased the property at 304 Greensboro St back in Fall 2020. In the near future we would like to add a fence to our back yard to ensure our 2 large dogs can go outside safely without a leash. Our side yard on the East side of our house is very visible to Greensboro street and we have done a great deal of research to come up with a fence that would serve the purpose of helping keep our dogs in the yard, while also keeping within historic guidelines for our property.

We propose to build a 4' high black aluminum fence around our property. This would still give visibility to our property and would be out of place on our street. We've spoken to several fence builders in the area about suggestions for a historic home and they have all agreed this is a good fit as well. The home next door to us has a white fence, but it is difficult to clean and seeing as our house is white with dark grey shutters, we were hoping to play off the contrast of our home and have a darker fence.

We love living in a historic home downtown and want to ensure we keep within historic guidelines to keep our neighborhood consistent and appropriate while still giving individual character to each house. We look forward to hearing from you all soon!

Sincerely,

The Dunns

Plans

Below is a picture of the front of our house (the white one on the left) as well as the street view of our side yard that is visible to Greensboro at the curve in the road.



The fence we are planning to build would look like the examples below:



Please pardon my poor computer drawings, but we expect this fence to run across the front of the property like the picture below shows. It will connect with the corner of our sun room on the East side of our house, and then connect directly to the corner of the neighbor's white fence on the other side. This fence would circle the rest of the back of our property as well, but this part is the only real visible section to the street.



We are absolutely open to amends to this design but would like to stay away from a white fence if at all possible based on the comments we have heard from the neighbors and the fence builders about keeping them clean and maintaining them.

We look forward to speaking with you all!

Laura & George

Attachment 6- Proposed Layout





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 4, 2021
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of FP 21-04 a request for Final Plat approval for subdividing one parcel into three. The subject properties are located at 1425 Greta Lane in an Optional zoning district with the parcel number 103P-08-012.00.

SUMMARY:

The applicant Herman Ashford on behalf of Mr. and Mrs. Rieves is requesting Final Plat approval for the "Rieves Property" subdivision. The purpose of the subdivision request is to subdivide one parcel into three. The proposed subdivision is located at the 1425 Greta Lane in an Optional zoning district. The Development Review Committee reviewed the minor subdivision final plat on April 22, 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 21-04 a request for Final Plat approval for "Rieves Property" 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: FP 21-04 a request for Final Plat approval for subdividing one parcel into three. The subject properties are located at 1425 Greta Lane in an Optional zoning district with the parcel number 103P-08-012.00
Date: May 4, 2021

The purpose of this report is to provide information regarding Final Plat request by Herman Ashford on behalf of Mr. and Mrs. Rieves for the "Rieves Property" subdivision. Please see attachments 1-3.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on April 22, 2021.
- The Board of Adjustment and Appeals heard a request for a variance from lot width and lot size on May 3, 2021.

GENERAL INFORMATION

- The proposed subdivision is located at 1425 Greta Lane in an Optional zoning district.
- All easements and dedications are provided on the final plat.
- Street numbers have not been assigned for construction permitting and utility assignments.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by the City.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has 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 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

In accordance with Section 10.1.5.A, any permitted residential use shall use the Rural Neighborhood requirements in Section 6.3.

Section 6.3.4 Base Dimensional Standards

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	RN
A1 Lot size per unit in sq. ft (min.)	40000
A2 Lot width (min.)	140'
A3 Lot width at corner (min.)	140'
B. Primary Building Setbacks	RN
B1 Front setback	40' min
B. Primary Building Setbacks (cont.)	RN
B2 Side setback (min.)	10'
B3 Side setback corner lot (min.)	40'
B4 Rear setback (min.)	30'
B5 Rear setback adjacent to street or alley (min.)	20'
C. Accessory Dwelling Unit/Structure Setbacks	RN
C1 Front setback	
C2 Side setback	5' min
C3 Side setback corner lot (min.)	40'
C4 Rear setback	5', 100 for structures housing livestock
C5 Rear setback adjacent to alley for garages (min.)	N/A
C6 Structures housing livestock (min.)	100' min
D. Parking Setbacks	RN
D1 From primary street	N/A
E. Height	RN
E1 Principle building(s) (max)	35', 2.5 story
E. Height (cont.)	RN
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	
E3 Accessory structure agricultural use	70'
F. Pedestrian Access	RN
F1 Street-facing primary entrance along street	yes

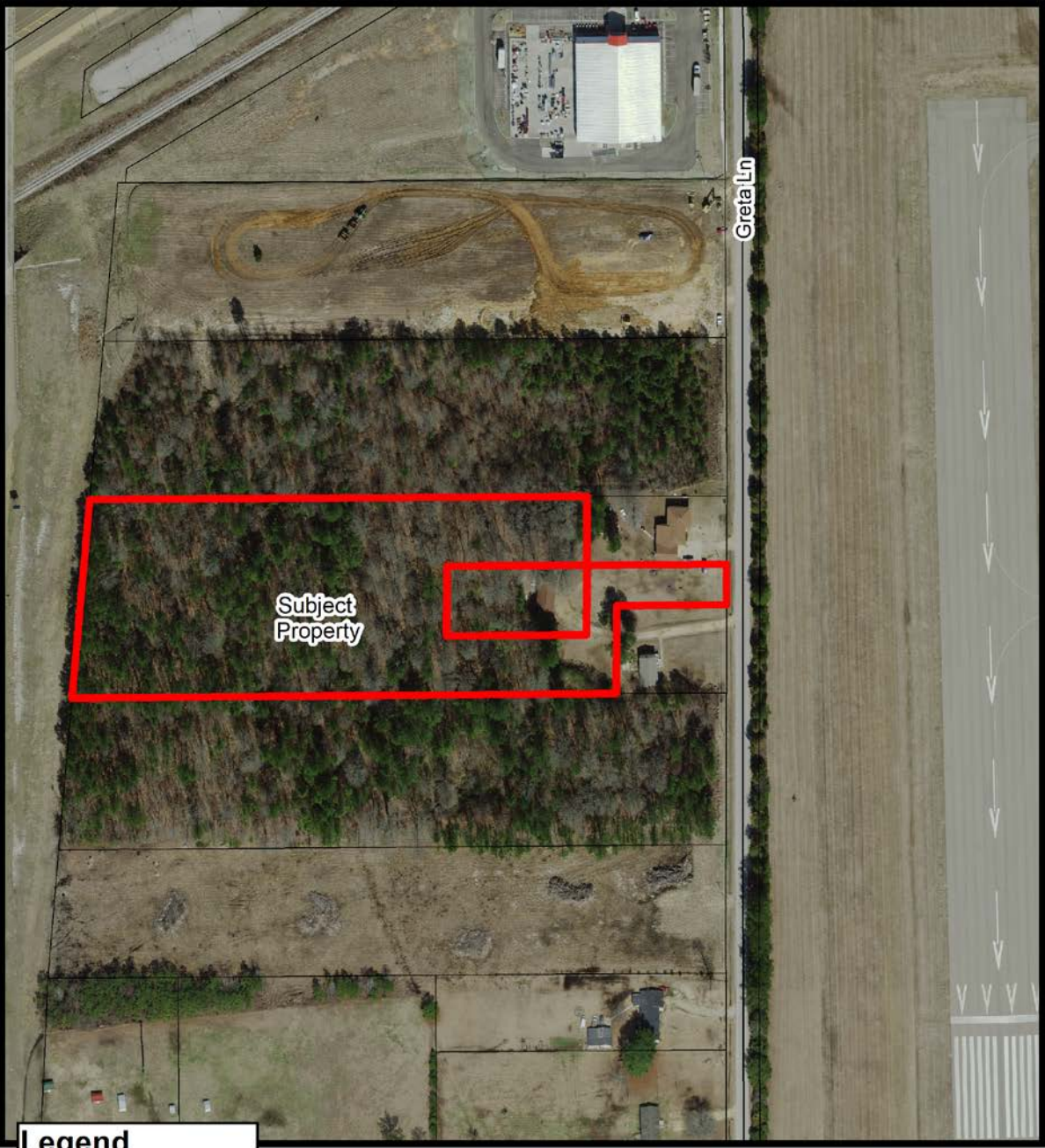
ANALYSIS

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

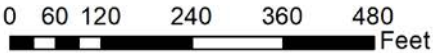
Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
Fp 21-04 Aerial

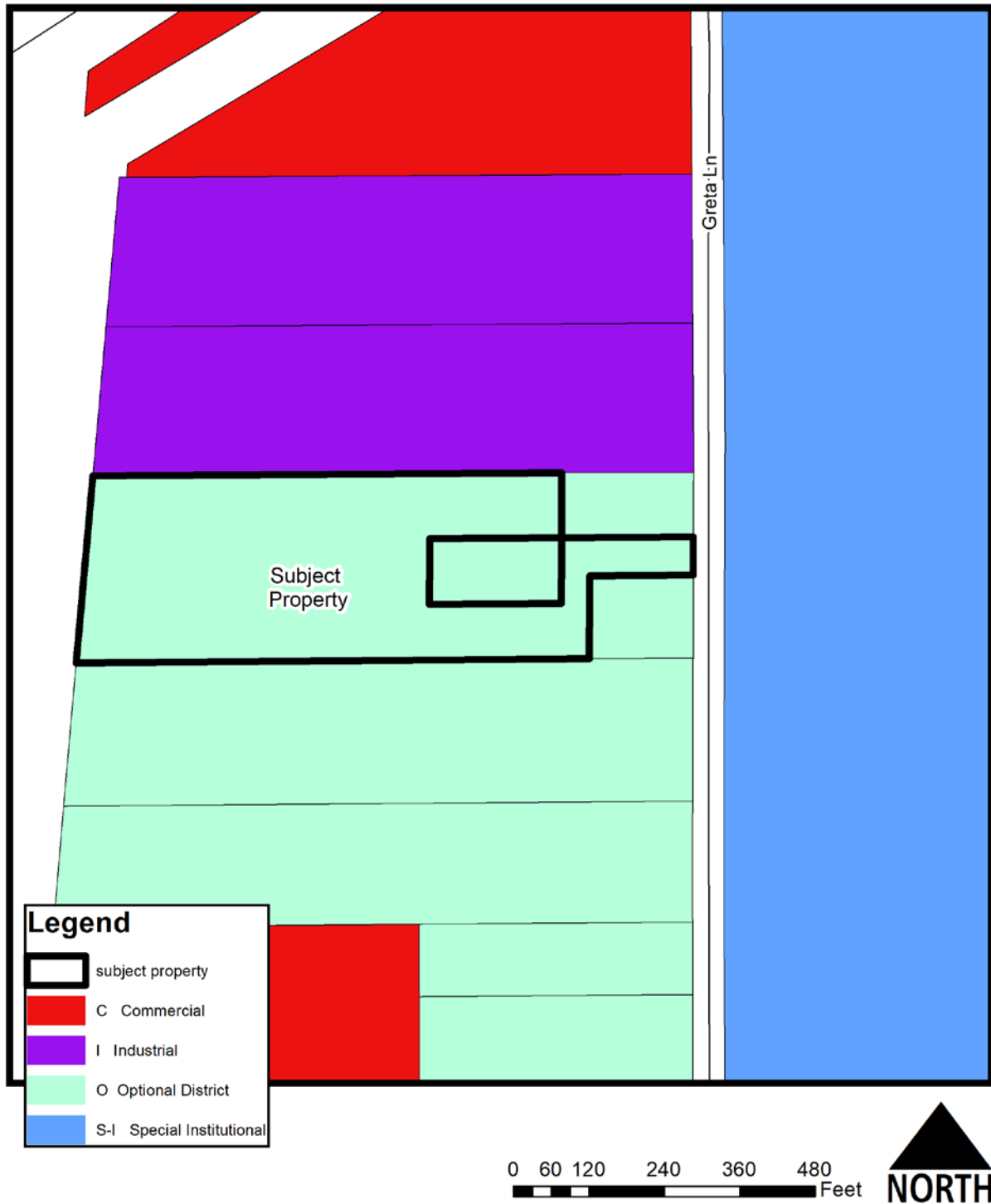


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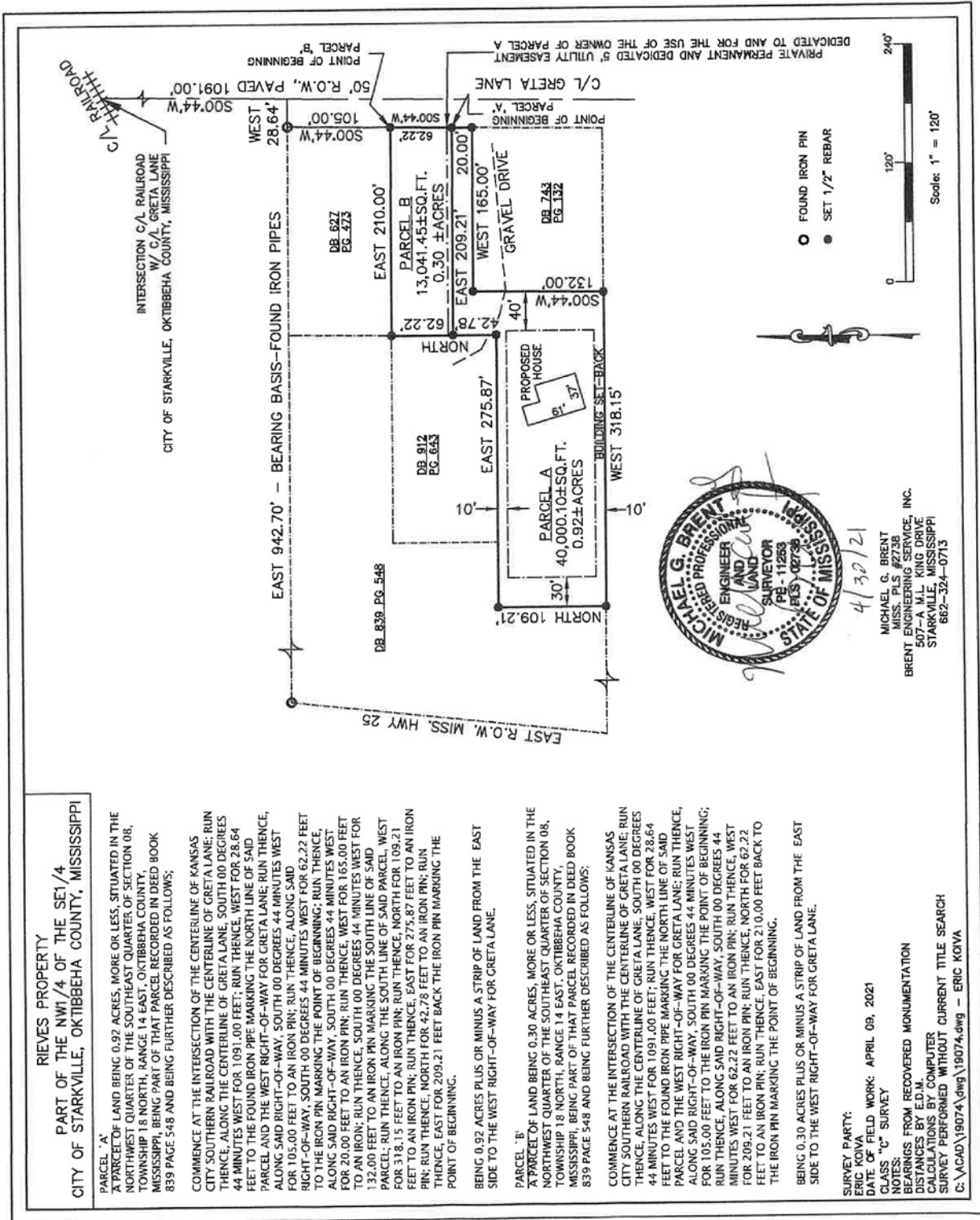
 subject property



Attachment 2
Fp 21-04 Zoning



Attachment 3- Final Plat



RIEVES PROPERTY
PART OF THE NW1/4 OF THE SE1/4
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

B. Final Plat Certifications
1. Certificate of ownership. If multiple owners, add a signature line for each owner

CERTIFICATE OF OWNERSHIP

I (we), the undersigned, owner(s) or lien holder of the real estate shown and described herein do hereby certify that I (we) have laid off, platted, and subdivided, and do hereby lay off, plat and subdivide the real state in accordance with the within plat.

(signature of Owner)

Date of Execution (Printed Name of Owner/Lien Holder and Title if Applicable)
(Address of Owner/Lien Holder)

(signature of Notary Public)

Date of Execution (Printed Name of Notary Public)

CERTIFICATE OF RECORDING

This document, Number _____, filed for record on this the _____ day of _____, 20____, page _____, in Plat Book, _____.

(signature of Chancery Clerk)

(Printed Name of Chancery Clerk), Chancery Clerk
Oktibbeha County, Mississippi

3. Certificate of accuracy for Minor Subdivision as defined in section 3.12.2.B

CERTIFICATE OF ACCURACY

I, Michael G. Brent, hereby certify that this plat correctly represents a survey and plan made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with.

Michael G. Brent
Date of Execution

Michael G. Brent

No. PLS 2738, Mississippi

CERTIFICATE OF FINAL APPROVAL

Pursuant to the subdivision standards of the City of Starkville, Mississippi's Unified Development Code, this document was approved by the Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under the authority of these regulations:

(signature of City Engineer)

Date of Execution Engineering Department

(signature of City Planner)

Date of Execution Planning Department

(signature of Fire Department Representative)

Date of Execution Fire Department

(signature of Utility Department Water/Sewer Representative)

Date of Execution Utility Department- Water/Sewer

(signature of Utility Department Electric Representative)

Date of Execution Utility Department- Electric

Pursuant to the approval requirements of the City of Starkville, Mississippi's Unified Development Code, this document was given approval by the Mayor and Board of Aldermen at a meeting held on this the _____ day of _____, 20____. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with _____, the Chancery Clerk within six months hereafter.

(signature of Mayor)

Date of Execution Mayor, City of Starkville, Mississippi

(signature of City Clerk)

Date of Execution City Clerk



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 05.04.2021
PAGE: 1

SUBJECT: Consideration of acceptance the low quote of \$15,970.00 submitted by Lees precast for pre-cast inlet tops for inlet replacements.

AMOUNT & SOURCE OF FUNDING
FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering Department

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

We have several old, antiquated inlet tops located on Roosevelt Taylor, Harlem and Long Streets. We need 10 tops to replace these inlets in advance of the proposed utility work and overlay.

We received 2 quotes on the materials which are found below:

Lees precast	\$15,970.00
Dunn utility products	\$17,610.00

A full quote for each is attached.

SUGGESTED MOTION: Move for approval of accepting the low quote of \$15,970.00 submitted by Lees precast for pre-cast inlet tops for inlet replacements.

To: City of Starkville
Job Name: Roosevelt Taylor Drive

Job #
City, State: Starkville, MS
County: Oktibbeha, MS
Engineer:
Plan Date:
Bid Date: 4/22/2021



Corey Easley
601-624-7302 Cell

Ceasley@dunnutility.com

Mississippi Quote Team
601-487-2997

QTY	UOM	BID ITEM	Height	Unit Price	Total
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PRECAST STORM STRUCTURES

10	EA	4'x5'-6" Precast Special Flat Top Slab w/ V-4863 F/G Cast in	Height	\$1,711.00	\$17,110.00
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Storm Structure Total: \$17,110.00

1	EA	Storm Structure Delivery Fees		\$500.00	\$500.00
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Products Total: \$17,110

Fees Total: \$500

Grand Total: \$17,610

1. Quantities are for estimate purposes only, seller not responsible for any errors or omissions.
2. Prices are subject to any & all applicable state, county, & local taxes in effect on date of shipment.
3. Quoted prices are committed on this project only and valid 30 days from the date of Quote.
4. Terms are net 30 days. A finance charge of 1.5% per month will be applied to all unpaid past due balances.
5. Any attorney fees or other collection fees incurred by Dunn Utility Products shall be reimbursed by the customer.
6. All Prices are FOB jobsite with customer to unload. Truck detention will be charged after (2) hours at a rate of \$75/hour.
7. All prices are based on full truckload quantities, with freight charges applicable to loads less than 15 tons.
8. All custom products produced and delivered in good faith cannot be returned.
9. All products based on Dunn Utility Products standard details and conform to the appropriate ASTM specifications.
10. Seller reserves the right to amend or withdraw this quote should any designs, product, or prior customer engineer approval of products be changed in any way prior to the production of the products or product or seller's purchase of castings.
11. No liners, coating, additives, special gaskets, or other similar items are provided for any product on this quote unless so specified in this quote.
12. No project specific testing will be provided by Seller. Any and all project testing to be performed and paid for by others.
13. All castings are quoted separately unless specifically provided for otherwise in this quotation.
14. This quote is only valid in its entirety. No partial acceptance of this quote or its quantities will be accepted by Seller.
15. Custom product will be invoiced 60 days after production if customer has not taken delivery of product.

SIGNATURE OF BUYER

DATE

By signing this quote, buyer is only agreeing to the prices of the Seller with instructions either to begin work on the Submittals for these materials, or the production and delivery of materials related to this quote and project.

The signature is NOT a formal release of production or delivery request of the buyer, unless specifically instructed by the buyer to do so.



Total	\$15,970.00
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 5.4.2021
PAGE: 1

SUBJECT: Consideration of declaring 2004 International Hot Patch truck (VIN: 1HTMMAANX5H118753) as surplus and auction on Govdeals with proceeds from sale going to Street Department equipment replacement

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This is the old Street Department Hot mix asphalt truck. It has been replaced with a newer model hot mix truck. The new truck has been delivered and has been fully deployed into service so it is recommended to sell this currently operational truck.

SUGGESTED MOTION: Move for approval of declaring 2004 International Hot Patch truck (VIN: 1HTMMAANX5H118753) as surplus and auction on Govdeals with proceeds from sale going to Street Department equipment replacement



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 5.4.2021
PAGE: 1

SUBJECT: Consideration of declaring the pre-cast concrete bridge slabs associated with the bridge on Old West Point Road as surplus and auction on Govdeals with proceeds from sale going to Street Department equipment replacement

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This is the bridge that is being replaced on Old West Point Road. The concrete bridge slabs have some salvageable value and are proposed to be saved during the demolition.

It is a 3 span bridge at 19' spans on a skew.

It is proposed to sell the concrete bridge slabs only and not include the caps, pilings, parapets, or guardrails.

SUGGESTED MOTION: Move for approval of declaring the pre-cast concrete bridge slabs associated with the bridge on Old West Point Road as surplus and auction on Govdeals with proceeds from sale going to Street Department equipment replacement.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 05/04/2021
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 28, 2021 is \$2,075,539.59
Of which the claims amount for Starkville Utilities is \$200,573.36

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 28, 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 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
VOHNE LICHE KENNELS, INC	17236	04/15/2021	K9 + HANDLER TRAINING COURSE.	001-000-334-126	15,620.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-000-054-205	24.00
MIKE EDWARDS	INV0033350	04/15/2021	REIMB DISPATCHER APPREC DAY FOOD EXPENSE	001-000-160-698	132.66
MARK E. SHAW	21	04/16/2021	CONTRACT LABOR 04/05/21 - 04/16/21	001-000-054-205	292.50
Outstanding Total:					16,099.16
Paid					
KENDRA L. WRIGHT	1373972	04/09/2021	OVERPAYMENT ON SUSPENDED DL	001-000-149-691	225.00
BARGAIN HUNT	1342431	04/15/2021	RESTITUTION FROM ANDREA MURPHREE	001-000-149-691	936.00
GREGORY JEAN	1388316	04/16/2021	OVERPAYMENT ON FINE/DKT#1388316	001-000-149-691	30.00
Paid Total:					1,191.00
Department 000 - UNDESIGNATED Total:					17,290.16
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	200.05
Outstanding Total:					200.05
Department 100 - BOARD OF ALDERMEN Total:					200.05
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS MUNICIPAL COURT CLERKS ASN.	INV0033352	03/19/2021	2021-2022 YEARLY DUES	001-110-690-553	200.00
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	26543130	04/11/2021	SKA12799	001-110-604-330	117.20
CANON FINANCIAL SERVICES, INC	26543134	04/11/2021	23D03532	001-110-604-330	121.53
TYLER TECHNOLOGIES	025-331540	05/01/2021	MONTHLY COURT MAINT- MAY 2021	001-110-600-301	175.00
Outstanding Total:					653.74
Department 110 - MUNICIPAL COURT Total:					653.74
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-111-604-330	152.66
Outstanding Total:					152.66
Department 111 - YOUTH COURT Total:					152.66
Department: 120 - MAYORS OFFICE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-120-604-330	91.16

Expense Approval Report

Post Dates: 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	40.01
CADENCE /ELAN VISA	0908	04/08/2021	KROGER- SODAS & BOTTLED WATER	001-120-503-202	18.99
CANON FINANCIAL SERVICES, INC	26543133	04/11/2021	3AC01310	001-120-604-330	86.25
SLAUGHTER & ASSOCIATES, PLLC	04.20.21	04/20/2021	ANNEXATION	001-120-600-300	8,243.36
Outstanding Total:					8,479.77
Department 120 - MAYORS OFFICE Total:					8,479.77
Department: 123 - IT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-123-604-330	91.16
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	453.15
CANON FINANCIAL SERVICES, INC	26543125	04/11/2021	XUW04732	001-123-604-330	111.46
GARNER COMPUTER SERVICE	1046484	04/22/2021	SMT W/GIG ADAPTER	001-123-918-805	515.00
CADENCE /ELAN VISA	BKD-73635884671	04/28/2021	LANSWEEPER APPLICATION	001-123-600-300	500.00
Outstanding Total:					1,670.77
Department 123 - IT Total:					1,670.77
Department: 130 - ELECTIONS					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	63472	04/22/2021	ABSENTEE BALLOT PAPER	001-130-501-200	7.66
SULLIVAN'S OFFICE SUPPLY, INC.	63484	04/22/2021	ABSENTEE BALLOT PAPER	001-130-501-200	7.66
Outstanding Total:					15.32
Department 130 - ELECTIONS Total:					15.32
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-145-604-330	45.58
WATERMARK PRINTERS LLC	13922	04/01/2021	PRINTING ON FOREVER ENVELOPES	001-145-501-200	82.00
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	26543123	04/11/2021	XUG04616	001-145-604-330	536.61
CANON FINANCIAL SERVICES, INC	26543130	04/11/2021	SKA12799	001-145-604-330	117.21
Outstanding Total:					821.41
Department 145 - OTHER ADMINISTRATIVE Total:					821.41
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	409355	04/20/2021	GENERAL MATTERS	001-169-600-302	6,362.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	409355C	04/20/2021	COVID 19 LEGAL EXPENSES	001-169-600-302	798.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	409356	04/20/2021	LITIGATED MATTERS	001-169-600-312	3,724.22
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	409356A	04/20/2021	ANNEXATION LEGAL EXPENSE	001-169-600-312	7,700.81
Outstanding Total:					18,585.03
Department 169 - LEGAL Total:					18,585.03

Expense Approval Report

Post Dates: 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 180 - HUMAN RESOURCES					
Outstanding					
CADENCE /ELAN VISA	41747721	03/31/2021	INDEED.COM-MARCH. 2021 ADVERTISING	001-180-610-340	492.26
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.49
KRONOS	11747710	04/07/2021	TIMECLOCK/PAYROLL SYSTEM MARCH 2021	001-180-691-505	3,818.25
FEDEX	7-331-54261	04/07/2021	SHIPPING CHARGES/TIME CLOCK SYSTEM	001-180-691-505	23.25
CANON FINANCIAL SERVICES, INC	26543125	04/11/2021	XUW04732	001-180-604-330	111.47
Outstanding Total:					4,491.72
Department 180 - HUMAN RESOURCES Total:					4,491.72
Department: 190 - CITY PLANNER					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	9888	02/02/2021	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	146.00
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	553.36
CANON FINANCIAL SERVICES, INC	26543133	04/11/2021	3AC01310	001-190-604-330	86.25
ARCHITECTONICS	04.13.21	04/13/2021	ARCHITECTURAL REVIEW-DAPPER DOUGHNUTS	001-190-600-305	200.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-190-525-231	6.00
Outstanding Total:					991.61
Department 190 - CITY PLANNER Total:					991.61
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
NORTHEAST EXTERMIN- CITY HALL ACCT	31584	03/16/2021	CITY HALL 03.16.21	001-192-600-338	45.00
CINTAS	4081258513	04/13/2021	HAND SANITIZING STANDS 04.13.21	001-192-510-220	11.40
CINTAS	4081258563	04/13/2021	CITY HALL 04.13.21	001-192-510-220	14.55
ATMOS ENERGY	INV0033372	04/14/2021	# 4012591687/CITY HALL	001-192-625-380	717.70
CINTAS	4081914273	04/20/2021	HAND SANITIZING STANDS 04.20.21	001-192-510-220	11.40
CINTAS	4081914277	04/20/2021	CITY HALL 04.20.21	001-192-510-220	65.15
AMAZON CAPITAL SERVICES, INC.	1JPL-LJXG-9KMP	04/24/2021	TRASH BAGS- 8 GALLON & 16 GALLON	001-192-510-220	68.36
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-192-625-380	2,180.48
Outstanding Total:					3,114.04
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					3,114.04
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	8960	09/02/2020	CEMETARY UPDATES	001-196-691-300	73.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8961	09/16/2020	CEMETARY UPDATES	001-196-691-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8962	09/17/2020	CEMETARY UPDATES	001-196-691-300	292.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8963	09/30/2020	TRAVEL EXPENSE- CEMETARY UPDATES	001-196-691-300	12.65
Outstanding Total:					523.65
Department 196 - CEMETERY ADMINISTRATION Total:					523.65
Department: 197 - ENGINEERING					
Outstanding					
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38

Expense Approval Report

Post Dates: 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC.	26543133	04/11/2021	3AC01310	001-197-604-330	86.25
SULLIVAN'S OFFICE SUPPLY, INC.	63105	04/12/2021	INK FOR PLOTTER	001-197-501-200	199.96
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-197-525-231	2.00
SULLIVAN'S OFFICE SUPPLY, INC.	63316	04/15/2021	INK FOR PLOTTER	001-197-501-200	99.98
MARK E. SHAW	21	04/16/2021	CONTRACT LABOR 04/05/21 - 04/16/21	001-197-600-308	292.50
CADENCE /ELAN VISA	5182	04/16/2021	MS ENG SOCIETY CONF. REGISTRATION	001-197-690-553	350.00
SULLIVAN'S OFFICE SUPPLY, INC.	63396	04/19/2021	BUSINESS CARD PAPER	001-197-501-200	11.80
FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	001-197-525-231	48.38

Outstanding Total: 1,123.25

Department 197 - ENGINEERING Total: 1,123.25

Department: 201 - POLICE DEPARTMENT

Outstanding

DANNY MCCLUSKEY TOWING	2808	12/30/2020	TOW CHEVY MALIBU TO IMPOUND	001-201-600-300	125.00
LOWE'S-POLICE	911240	02/03/2021	RODENT KILLER	001-201-501-200	48.71
REYNOLDS/RENASANT INSURANCE AGENCY	1138846	02/25/2021	14 POLICE CARS	001-201-620-370	840.00
T-SHIRT SHOP, THE	20210854	03/12/2021	VINYL FOR NEW CHARGERS	001-201-630-360	3,500.00
SHEPS CLEANERS-POLICE ACCOUNT	23560	03/19/2021	ALTERATIONS FOR KELLY	001-201-535-233	72.00
NESCO ELECTRICAL DISTRIBUTORS	S2446397	03/19/2021	250 V MH LAMP FOR TOWER	001-201-630-400	78.74
SHEPS CLEANERS-POLICE ACCOUNT	23926	03/23/2021	CLEANING FOR V. NASH	001-201-535-233	16.00
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-201-604-330	136.72
SHEPS CLEANERS-POLICE ACCOUNT	24536	03/30/2021	ALTERATIONS FOR PEREZ	001-201-535-233	52.00
SHEPS CLEANERS-POLICE ACCOUNT	24538	03/30/2021	ALTERATIONS FOR PEREZ	001-201-535-233	88.00
SHEPS CLEANERS-POLICE ACCOUNT	24540	03/30/2021	ALTERATIONS FOR TAYLOR	001-201-535-233	24.00
SHEPS CLEANERS-POLICE ACCOUNT	24541	03/30/2021	ALTERATIONS FOR TAYLOR	001-201-535-233	60.00
SHEPS CLEANERS-POLICE ACCOUNT	24549	03/30/2021	ALTERATIONS ON 5 PAIR PANT	001-201-535-233	60.00
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,026.73
AT&T PRIVATE LINE SERVICE	3126575883	04/01/2021	NCIC PRIVATE LINE SVC APRIL 2021	001-201-604-330	229.86
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,488.42
TRIAD MARTIAL ARTS, INC.	042021COLUMNS-02	04/05/2021	VANGUARD TRAINING FOR GREGORY & SOTO	001-201-690-552	1,000.00
DPS CRIME LAB	90102515	04/05/2021	ANALYTICAL FEES	001-201-600-300	60.00
SULLIVAN'S OFFICE SUPPLY, INC.	63032	04/06/2021	INK, PENS, HIGHLIGHTERS	001-201-501-200	113.81
APPLIED CONCEPTS, INC.- STALKER RADAR	382308	04/07/2021	10 VEHICLE SPEED RADAR SYSTEMS	001-201-730-543	15,890.00
DANNY MCCLUSKEY TOWING	2969	04/08/2021	TOW PATROL CAR TO A+ AUT	001-201-600-300	55.00
R&M TIRES	1131429	04/09/2021	S-47 INSTALL NEW BRAKE PADS FRONT	001-201-630-360	154.99
GULF STATES DISTRIBUTORS, INC.	1380744-IN	04/09/2021	4 CASES OF BULLETS	001-201-556-251	636.00

Expense Approval Report

Post Dates: 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	26543128	04/11/2021	2JH03938	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	26543129	04/11/2021	28X01513	001-201-635-369	58.01
CANON FINANCIAL SERVICES, INC	26543131	04/11/2021	XLG06726	001-201-635-369	271.45
CANON FINANCIAL SERVICES, INC	26543132	04/11/2021	3CE01186	001-201-604-330	119.90
MID-SOUTH UNIFORM & SUPPLY, INC	615903	04/12/2021	PREPRODUCTION OF SAMPLE PATCH, EMBLEM PATCHES	001-201-535-233	1,290.94
MID-SOUTH UNIFORM & SUPPLY, INC	615904	04/12/2021	PANTS & SHIRTS FOR COOPER	001-201-535-233	439.95
SULLIVAN'S OFFICE SUPPLY, INC.	63141	04/12/2021	STORAGE FILES	001-201-501-200	69.50
FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	001-201-525-231	2,974.73
WALMART -GENERAL CITY	04420	04/13/2021	SHEET PROTECTORS, HARD DRIVE, SCISSORS	001-201-501-200	122.44
AT&T-NCIC MONITOR LINE	04.14.21	04/14/2021	NCIC PRIVATE LINE SVC APRIL 2021	001-201-604-330	42.94
SULLIVAN'S OFFICE SUPPLY, INC.	63233	04/14/2021	15 BINDERS	001-201-501-200	127.20
FEDEX	7-339-08316	04/14/2021	SHIPPING CHARGES	001-201-604-330	25.54
ATMOS ENERGY	INV0033373	04/14/2021	# 4022600568/POLICE STATIO	001-201-625-380	534.00
PARRISH TOWING SERVICE	15538	04/15/2021	IMPOUND VIN#6344	001-201-600-300	150.00
PARRISH TOWING SERVICE	15539	04/15/2021	IMPOUND VIN# 8422	001-201-600-300	150.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-201-525-231	30.00
MIKE EDWARDS	INV0033351	04/15/2021	REIMB PURCHASE OF 8 SUNSHADES FROM DG	001-201-630-360	51.36
AMAZON CAPITAL SERVICES, INC.	14XT-F7FJ-4R66	04/17/2021	PAPER SHREDDER	001-201-501-200	168.99
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-201-525-231	3,095.11
R&M TIRES	1131652	04/21/2021	BRAKE ROTOR & PAD KIT, LABOR, REPAIR FLAT	001-201-630-360	284.99
HARLEY-DAVIDSON OF CENTRAL MS	04.22.21	04/22/2021	QTRLY LEASE PMT ON 3 MOTORCYCLES	001-201-635-367	3,150.00
R&M TIRES	1131696	04/22/2021	S-50 4 NEW TIRES, BALANCE & ALIGN	001-201-630-360	626.68
HARLEY-DAVIDSON OF CENTRAL MS	39955	04/22/2021	OUTFIT MOTORCYCLE WITH EMERG EQUIPMENT	001-201-635-367	7,349.59
LOWE'S-POLICE	18948	04/23/2021	REMOVE TAX ON #911240	001-201-501-200	-3.19
CADENCE /ELAN VISA	23728	04/23/2021	COURTYARD	001-201-690-552	396.00
CADENCE /ELAN VISA	23868	04/26/2021	MARRIOTT/CLEMMONS/CRISIS NEGOTIATION	001-201-690-552	495.00
FUELMAN / FLEETCOR	NP59967667	04/26/2021	COURTYARD	001-201-690-552	495.00
STARKVILLE UTILITIES	INV0033354	04/28/2021	MARRIOTT/COLBERT /CRISIS NEGOTIATION	001-201-525-231	3,192.55
ANGELICA COLBERT	INV0033370	04/28/2021	FUEL REPORT 04/19/21 - 04/25/21	001-201-525-231	3,192.55
			UTILITY BILLS BY DEPT	001-201-625-380	2,609.32
			REIMB MEALS FOR CRISIS	001-201-690-552	109.75
			NEGOT COURSE		
Outstanding Total:					55,088.73
Paid					
LAW ENFORCEMENT BICYCLE ASSOCIATION (LEBA)	21-03-1007	03/25/2021	2021 LEBA INSTRUCTOR COURSE/COLBERT	001-201-690-552	900.00
Paid Total:					900.00
Department 201 - POLICE DEPARTMENT Total:					55,988.73
Department: 261 - FIRE DEPARTMENT					
Outstanding					
GALLS INC	017545290	01/29/2021	PANTS, FACE COVERINGS	001-261-535-233	166.62

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GALLS INC	017685748	02/18/2021	PANTS	001-261-535-233	95.21
REYNOLDS/RENASANT INSURANCE AGENCY	1133501	03/10/2021	FIRE TRUCK INSURANCE	001-261-620-370	1,293.00
REYNOLDS/RENASANT INSURANCE AGENCY	1135232	03/18/2021	FIRE TRUCK INSURANCE	001-261-620-370	2,273.00
JASON WILLIAMS	41586	03/25/2021	REIM EMT RENEWAL CERTIF	001-261-600-390	40.00
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-261-604-330	571.94
LAIRD CLINIC-FIRE ACCOUNT	511885	03/30/2021	JONATHAN LINDSEY	001-261-600-319	100.00
AIRGAS USA, LLC	9978543920	03/31/2021	MONTHLY CYLINDER RENTAL	001-261-630-360	65.32
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
LAIRD CLINIC-FIRE ACCOUNT	512268	04/05/2021	GEORGE GRANDFIELD	001-261-600-319	100.00
HENRY SCHEIN MEDICAL, INC.	92044174	04/05/2021	CASE OF NITRILE GLOVES	001-261-555-250	233.64
JONATHAN LINDSEY	INV0033348	04/08/2021	REIMB GAS FOR EMT OBSERVATION	001-261-600-390	37.34
ARMY NAVY PAWN SHOP	040921A	04/09/2021	BOOTS	001-261-535-233	73.00
OKTIBBEHA COUNTY COOPERATIVE	663089	04/09/2021	TRIMMER HEAD & LINE	001-261-555-250	50.50
DIRECTV	010315788X210411	04/11/2021	TV SATELLITE FOR STATION 5	001-261-625-380	372.88
CSPIRE -RETAIL PURCHASES	2043563470	04/11/2021	MODEM & ACCESSORY FOR FIRE TRUCK	001-261-604-330	825.00
CANON FINANCIAL SERVICES, INC	26543127	04/11/2021	2JU08031	001-261-604-330	258.90
FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	001-261-525-231	748.46
NESCO ELECTRICAL DISTRIBUTORS	52450386	04/12/2021	LIGHTS & WIRES FOR STATION 3 TRUCKROOM	001-261-558-269	343.52
LANN CHEMICAL & SUPPLY	081475	04/13/2021	JANITORIAL SUPPLIES	001-261-555-208	788.94
LANN CHEMICAL & SUPPLY	081493	04/13/2021	JANITORIAL SUPPLIES	001-261-555-208	81.40
EAST MISSISSIPPI LUMBER CO	D80391	04/13/2021	CONTRACTOR HOSE	001-261-555-250	69.34
STARKVILLE AUTO PARTS	142548	04/14/2021	BREAK CLEANER, SMART STRAW, DEX III	001-261-630-360	88.45
BELL BUILDING SUPPLY, INC.	315959	04/14/2021	PIN CLIP	001-261-630-360	4.15
SCOTT PETROLEUM DIV. #15	593095	04/14/2021	GAS FOR STATION 5	001-261-625-380	533.64
LAIRD CLINIC-FIRE ACCOUNT	CM0000495	04/14/2021	ACCOUNT CREDIT	001-261-600-319	-25.00
MS STATE DEPT OF HEALTH**	04.15.21	04/15/2021	5 EMT STATE CERTIFICATIONS	001-261-600-390	200.00
COLUMBUS RUBBER & GASKET CO., INC.	04.15.21	04/15/2021	CYLINDER REPAIR	001-261-630-360	139.17
GATEWAY TIRE & SERVICE CENTER	1018-141852	04/15/2021	TIRES FOR OLD L1 TRUCK	001-261-630-360	1,154.22
GEORGE GRANDFIELD	1047	04/15/2021	REIMB COVID TEST COST FOR EMT CLASS	001-261-600-390	30.00
DAVIS PAPER & CHEMICAL	1786	04/15/2021	JANITORIAL SUPPLIES	001-261-555-208	257.37
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-261-525-231	12.00
EAST MISSISSIPPI LUMBER CO	A82992	04/15/2021	LOOSE BOLTS, NUTS, SCREWS	001-261-555-250	4.49
ATMOS ENERGY	INV0033371	04/15/2021	# 3020829684/FIRESTATION #	001-261-625-380	185.76
NESCO ELECTRICAL DISTRIBUTORS	S2451589	04/15/2021	WIRES FOR STATION 3 TRUCK ROOM	001-261-558-269	200.27
WALMART -GENERAL CITY	08185	04/16/2021	OIL AND FILTERS, INK	001-261-555-250	112.35
TELETEC COMMUNICATIONS, LLC	10239065	04/16/2021	EARPIECES FOR RADIO	001-261-630-404	270.00
CHANCE CUMMINGS	INV0033340	04/19/2021	REIMB LUNCH & GAS FOR EMT CLASS	001-261-600-390	60.86
JONATHAN LINDSEY	INV0033347	04/19/2021	REIMB LUNCH FOR EMT TEST	001-261-600-390	15.00
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-261-525-231	852.15
WILLIAM WELLS TIRES & AUTO SERVICE	22902	04/21/2021	TIRES FOR LADDER 1	001-261-630-360	1,093.50
SUNBELT FIRE APPARATUS	328913	04/21/2021	E3 ROTOR MERITOR AXLE	001-261-630-360	613.57

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
RACKLEY OIL INC.	550488	04/21/2021	BLUE DEF EXHAUST FLUID	001-261-525-231	19.00
LOWE'S-FIRE	901399	04/21/2021	4 MOP HEADS	001-261-555-208	19.68
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041985	04/22/2021	REPAIRED FILL STATION	001-261-630-360	190.00
IVY AUTO PARTS, LLC.	662009	04/22/2021	4 DEF	001-261-525-231	31.96
EAST MISSISSIPPI LUMBER CO	A83441	04/22/2021	SHOVEL AND RAKE	001-261-555-250	36.08
GEORGE GRANDFIELD	INV0033343	04/22/2021	REIMB GAS & MEAL EXP FOR EMT CLASS	001-261-600-390	40.51
NESCO ELECTRICAL DISTRIBUTORS	S2453029	04/22/2021	LIGHTS FOR STATION 4	001-261-558-269	76.34
FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	001-261-525-231	754.60
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-261-625-380	1,904.75
Outstanding Total:					18,186.78
Department 261 - FIRE DEPARTMENT Total:					18,186.78

Department: 281 - BUILDING/CODES OFFICE

Outstanding

VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
CANON FINANCIAL SERVICES, INC	26543133	04/11/2021	3AC01310	001-281-604-330	86.26
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-281-525-231	4.00
AMAZON CAPITAL SERVICES, INC.	1RP9-QFVM-N4L4	04/16/2021	ICE MAKER FILTER	001-281-691-550	59.95
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-281-525-231	69.87
WALMART -GENERAL CITY	00487	04/23/2021	OFFICE SUPPLIES, BOTTLED WATER	001-281-501-200	52.11
TRUSTMARK NATIONAL BANK	05.18.21	04/28/2021	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	435.13
TRUSTMARK NATIONAL BANK	05.18.21	04/28/2021	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	16.25
Outstanding Total:					869.28
Department 281 - BUILDING/CODES OFFICE Total:					869.28

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-290-625-380	160.44
Outstanding Total:					160.44
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					160.44

Department: 301 - STREET DEPARTMENT

Outstanding

AUTOZONE	0426946583	01/19/2021	PRESSURE HOSES	001-301-630-360	21.69
AUTOZONE	0426958920	02/03/2021	CORE RETURN ON POWER STEERING PUMP	001-301-630-360	-20.00
EAST MISSISSIPPI LUMBER CO	D77579	03/02/2021	UTILITY HEATER, TAPE MEASURE	001-301-555-250	37.48
NEWELL PAPER COMPANY	3128193	03/04/2021	TOWELS, & GLOVES	001-301-555-250	140.45
REYNOLDS/RENASANT INSURANCE AGENCY	1133500	03/10/2021	ASPHALT TRUCK	001-301-620-370	489.00
EAST MISSISSIPPI LUMBER CO	A82069	03/23/2021	PIPE LEVEL, TRUE UTILITY HANDYMAN	001-301-555-250	68.36
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	299.64
BELL BUILDING SUPPLY, INC.	315052	04/05/2021	PROPANE CYLINDER FOR CHIP SEAL TRUCK	001-301-630-360	4.89
BELL BUILDING SUPPLY, INC.	315082	04/05/2021	TRIGGER START	001-301-630-360	31.45
MMC MATERIALS, INC.	698800	04/05/2021	1 CY CONCRETE	001-301-560-270	224.00
BELL BUILDING SUPPLY, INC.	315238	04/06/2021	GORILLA TAPE	001-301-555-250	8.99

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKT COUNTY	A3998	04/06/2021	250 GALLONS CRS2	001-301-560-270	900.00
POWERSTROKE EQUIPMENT SALES & SVC	5456	04/09/2021	CART & KIT, CUTOFF SAW, CUTOFF SAW REPAIRS	001-301-555-250	1,777.39
POWERSTROKE EQUIPMENT SALES & SVC	5456	04/09/2021	CART & KIT, CUTOFF SAW, CUTOFF SAW REPAIRS	001-301-630-400	79.98
LOWE'S-STREET	901804	04/09/2021	LANTERN & BATTERY	001-301-555-250	88.89
GATEWAY TIRE & SERVICE CENTER	1018-141868	04/12/2021	REPAIR FLAT ON #75	001-301-630-360	15.30
SHERWIN WILLIAMS CO.	1160-0	04/12/2021	PAINT	001-301-565-272	360.44
ATMOS ENERGY	INV0033374	04/12/2021	# 3020752444/STREET DEPT	001-301-625-380	327.09
FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	001-301-525-231	896.38
CINTAS	4081258582	04/13/2021	STREET DEPT. 04.13.21	001-301-555-250	72.79
BELL BUILDING SUPPLY, INC.	315887	04/14/2021	MASONRY BRUSH, CONCR SCRIP, NUT SETTER	001-301-555-250	48.76
BELL BUILDING SUPPLY, INC.	315902	04/14/2021	ADAPTER, SOCKET	001-301-555-250	7.94
OKTIBBEHA COUNTY COOPERATIVE	665238	04/14/2021	GRASS AND SEED	001-301-560-270	211.50
G&C SUPPLY CO., INC	6814620	04/14/2021	100 GALV ROUND POSTS	001-301-565-272	2,387.50
THOMPSON MACHINERY*	PC110298170	04/14/2021	TUBES AND HOSES	001-301-630-400	356.56
STARKVILLE LP GAS	2440154	04/15/2021	PROPANE FOR ASPHALT TRUC	001-301-630-360	25.82
BATES TIRE CENTER	343437	04/15/2021	REPLACE TIRES ON JCB	001-301-630-400	1,908.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-301-525-231	16.00
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0033353	04/15/2021	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	25.60
THOMPSON MACHINERY*	PC110298217	04/15/2021	PARTS	001-301-630-400	9.90
BULLDOG TOWING & RECOVERY	42326	04/16/2021	TOW #70 TO CITY BARN	001-301-630-360	250.00
MMC MATERIALS, INC.	700688	04/16/2021	2.00 CY CONCRETE/507 BANYAN RD	001-301-560-270	268.00
EAST MISSISSIPPI LUMBER CO	A83021	04/16/2021	POLY SPRAYERS	001-301-555-250	49.86
THOMPSON MACHINERY*	PC110298264	04/16/2021	PLATE	001-301-630-400	55.06
GTR SOLID WASTE MGMT. AUTH	04.19.21	04/19/2021	MARCH 2021 SOLID WASTE TICKETS	001-301-691-510	628.83
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-301-525-231	796.08
CINTAS	4081914339	04/20/2021	STREET DEPT. 04.20.21	001-301-555-250	35.00
MMC MATERIALS, INC.	701704	04/23/2021	3 CY CONCRETE W/FIBERS	001-301-560-270	397.50
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033342	04/26/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	185.55
FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	001-301-525-231	886.99
TRUSTMARK NATIONAL BANK	05.14.21	04/28/2021	#51323/STREET EXCAVATOR	001-301-820-874	6,634.43
TRUSTMARK NATIONAL BANK	05.14.21	04/28/2021	#51323/STREET EXCAVATOR	001-301-830-873	1,168.53
TRUSTMARK NATIONAL BANK	05.18.21	04/28/2021	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	435.13
TRUSTMARK NATIONAL BANK	05.18.21	04/28/2021	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	16.24
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-301-625-380	38.81
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-301-625-380	28,395.14
Outstanding Total:					51,338.17
Department 301 - STREET DEPARTMENT Total:					51,338.17

Department: 360 - ANIMAL CONTROL

Outstanding

FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	001-360-525-231	81.44
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-360-525-231	40.70

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FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	001-360-525-231	39.13
Outstanding Total:					163.27
Department 360 - ANIMAL CONTROL Total:					163.27

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

INNOVA DISC GOLF	570931	03/16/2021	2 DISCATCHER INSTALLATION TUBES	001-550-501-415	65.39
MITCHELL SIGNS	DP26665	03/22/2021	DEPOSIT ON QUOTE #46265/LETTERS FOR ANNEX BLDNG	001-550-630-426	1,045.00
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	001-550-600-330	45.58
GTO GOLF KARS	1559	04/01/2021	GOLF CART RENTAL/4 CARTS- 2 DAYS + PICKUP/DEL	001-550-512-200	940.00
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
BSN SPORTS	912213395	04/02/2021	UMPIRE KITS/PACKS, PRACTICE BALLS	001-550-501-415	834.05
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
NEWELL PAPER COMPANY	3130918	04/08/2021	BOWL CLIPS, 12 TRIGGER SPRAYERS	001-550-501-208	45.99
BERRY ELECTRIC, LLC	4586	04/08/2021	REPAIRS TO BALL FIELD LIGHT	001-550-600-300	1,096.00
POWERSTROKE EQUIPMENT SALES & SVC	5447	04/08/2021	MOWER REPAIRS	001-550-600-370	627.79
PYRO SHOWS, INC	21MS000207	04/09/2021	DEPOSIT FOR INDEPENDENCE DAY CELEBRATION	001-550-600-355	5,100.00
MATTOX SERVICES, INC	478099	04/09/2021	TURFACE MVP, QUICK DRY BAGS	001-550-501-110	770.00
CANON FINANCIAL SERVICES, INC	26543126	04/11/2021	XUG02274	001-550-600-330	422.97
POWERSTROKE EQUIPMENT SALES & SVC	5462	04/12/2021	SET OF BLADES	001-550-600-370	314.95
FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	001-550-525-231	103.22
UNIVERSITY MANAGEMENT INC	#2	04/15/2021	90 BOX LUNCHES FOR MSA TOURNAMENT	001-550-512-200	719.10
TRIM MASTER	12709	04/15/2021	TINT WINDOWS-REC ROOM & PRINTER ROOM	001-550-630-426	3,168.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	001-550-525-231	8.00
GATEWAY TIRE & SERVICE CENTER	1018-142140	04/16/2021	REPAIR FLAT	001-550-690-360	15.30
POWERSTROKE EQUIPMENT SALES & SVC	5484	04/16/2021	MOWER REPAIRS	001-550-600-370	126.98
GTR SOLID WASTE MGMT. AUTH	04.19.21	04/19/2021	MARCH 2021 SOLID WASTE TICKETS	001-550-600-300	21.60
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	001-550-525-231	233.01
LOWE'S - PARKS	908421	04/21/2021	CHAIN, SAFETY VEST, LOCK, SIGN BOARDS, CAUTION TAP	001-550-501-110	145.86
JERRICA COATS	INV0033346	04/23/2021	REFUND BASEBALL	001-550-949-978	80.00
STEPHEN SMITH	INV0033355	04/23/2021	TOURNAMENT REFUND	001-550-949-978	300.00
BOARDTOWN ENGRAVING	042421D	04/24/2021	BASEBALL/SOFTBALL TROPHIE	001-550-501-415	4,988.00
FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	001-550-525-231	176.17
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	001-550-600-340	6,675.79
CARRINGTON ASHFORD	INV0033356	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	120.00
ROSALIND Y. ASHFORD	INV0033357	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	20.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BRUCE HARRIS *	INV0033358	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	680.00
RICKY LINDSEY	INV0033360	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	420.00
SHARON McKINLEY	INV0033361	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	160.00
SIERRA McKINLEY	INV0033362	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	120.00
KENYON SELF	INV0033363	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	180.00
BRANDON VANLANDINGHAM	INV0033364	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	30.00
TIMOTHY BUSH	INV0033365	04/28/2021	CONTRACT LABOR 04.05.21-04.22.21 SOFTBALL	001-550-600-320	150.00

Outstanding Total: 30,085.90

Department 550 - PARKS AND REC DEPARTMENT Total: 30,085.90

Department: 552 - PARK AND REC ACTIVITIES

Outstanding

EDWARD KEMP	INV0033341	03/30/2021	REIMB MILEAGE & MEALS FOR PARKS MEMPHIS MEETIN	001-552-610-350	199.07
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Outstanding Total: 199.07

Department 552 - PARK AND REC ACTIVITIES Total: 199.07

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFER	1071057	04/08/2021	OLD WEST POINT RD BRIDGE REPLACEMENT	001-600-912-806	2,330.49
GROUNDSTONE CONSTRUCTION	361-2	04/12/2021	CONCRETE SIDEWALK-GARRARD RD	001-600-903-518	4,940.00

Outstanding Total: 7,270.49

Department 600 - CAPITAL PROJECTS Total: 7,270.49

Department: 800 - DEBT SERVICE

Outstanding

FIRST NATIONAL BANK OF CLARKSDALE	04.15.21	04/15/2021	POLICE STATION/CITY HALL PROJECT ISSUED 06.13.13	001-800-820-830	350,000.00
FIRST NATIONAL BANK OF CLARKSDALE	04.15.21	04/15/2021	POLICE STATION/CITY HALL PROJECT ISSUED 06.13.13	001-800-830-840	13,962.50

Outstanding Total: 363,962.50

Department 800 - DEBT SERVICE Total: 363,962.50

Fund 001 - GENERAL FUND Total: 586,337.81

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

NATIONAL ASSOC of TOWN WATCH	10814	04/20/2021	DARE-NATIONAL NIGHT OUT SUPPLIES	002-251-501-200	1,656.00
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Outstanding Total: 1,656.00

Department 251 - DRUG EDUCATION FUND Total: 1,656.00

Fund 002 - RESTRICTED POLICE FUND Total: 1,656.00

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

INTERNATIONAL CODE COUNCIL*	1001336606	04/13/2021	CODE BOOKS	003-560-501-200	506.00
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Outstanding Total: 506.00

Department 560 - RESTRICTED FIRE FUND Total: 506.00

Fund 003 - RESTRICTED FIRE FUND Total: 506.00

Expense Approval Report

Post Dates: 4/23/2021 - 4/28/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
REBEL SERVICES, LLC	5873	12/28/2020	LANYARD FOR NOZZLE, DUST CAP	015-505-630-400	116.88
SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	015-505-604-330	158.59
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
TITAN AVIATION FUELS	R3407851	04/01/2021	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
VERIZON WIRELESS	9876789275	04/02/2021	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.49
MAXXSOUTH BROADBAND	INV0033349	04/06/2021	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	148.71
WALMART -GENERAL CITY	06975	04/07/2021	COPY PAPER, JANITORIAL SUPPLIES	015-505-541-237	117.91
JIM SPENCER	4082021	04/08/2021	TINT ENTRANCE DOOR	015-505-501-198	187.50
TITAN AVIATION FUELS	3411177	04/09/2021	JET A FUEL	015-505-525-233	17,243.13
RSINET	5793	04/14/2021	DATA SERVICE JAN. 21-MARCH 21	015-505-600-338	180.00
WALMART -GENERAL CITY	00108	04/15/2021	PAPER TOWELS, FILE FOLDERS, PENS, BINDERS	015-505-541-237	65.75
WALMART -GENERAL CITY	09155	04/19/2021	INVOICE BOOKS, AIR FRESHNER, BOWL CLEANER	015-505-541-237	27.80
REBEL SERVICES, LLC	6139	04/19/2021	SUMP PUMP, CYLINDER TUBE	015-505-630-400	284.06
WALMART -GENERAL CITY	03682	04/20/2021	CAR WASHING SUPPLIES	015-505-541-237	29.24
MAGNOLIA BOTTLED WATER CO	44720	04/23/2021	BOTTLED WATER AND CUPS	015-505-691-550	32.00
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	015-505-625-380	1,291.12
Outstanding Total:					20,761.56
Department 505 - AIRPORT Total:					20,761.56
Fund 015 - AIRPORT FUND Total:					20,761.56

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

SOUTHERN TELECOMMUNICATIONS	04.17.21	03/26/2021	ACCT #2490 MARCH 2020	022-322-604-330	45.58
VERIZON CONNECT-NWF	2410841	04/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	437.13
GOLDEN TRIANGLE PLANNING & DEV. INC	9840	04/01/2021	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	237.00
GOLDEN TRIANGLE PLANNING & DEV. INC	9841	04/01/2021	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	9842	04/01/2021	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
GATEWAY TIRE & SERVICE CENTER	1018-141664	04/09/2021	TRUCK #40 ONE NEW TIRE	022-322-630-360	310.65
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010575	04/12/2021	140 GALLONS SOAP	022-322-555-250	574.00
BULLDOG TOWING & RECOVERY	42367	04/12/2021	TOW #95 TO TRISTATE	022-322-630-360	550.00
FUELMAN / FLEETCOR	NP59919512	04/12/2021	FUEL REPORT 04/05/21 - 04/11/21	022-322-525-231	3,078.47
GATEWAY TIRE & SERVICE CENTER	1018-141874	04/13/2021	FIX FLAT ON MOWER	022-322-630-400	16.00
GATEWAY TIRE & SERVICE CENTER	1018-141926	04/13/2021	TRUCK #91 TWO NEW TIRES	022-322-630-360	621.30
CITY ALIGNMENT SERVICE	76258	04/13/2021	TRUCK #129 A.C REPAIRS	022-322-630-360	1,561.59
GATEWAY TIRE & SERVICE CENTER	1018-141945	04/14/2021	TRUCK #127 RIGHT REAR FLAT REPAIR	022-322-630-360	15.30

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TERRY'S GARAGE & REPAIRS, LLC	4668	04/14/2021	TRUCK #43 ADJUST BRAKES	022-322-630-360	29.38
GATEWAY TIRE & SERVICE CENTER	1018-142076	04/15/2021	TRUCK #39 ONE NEW TIRE	022-322-630-360	285.76
STARKVILLE AUTO PARTS	142574	04/15/2021	DEF FLUID, WASHER FLUID, HYD FLUID, GREENES	022-322-525-231	701.28
STARKVILLE AUTO PARTS	142580	04/15/2021	IGNITION SWITCH FOR TRACTOR	022-322-630-360	24.95
STARKVILLE GLASS & PAINT	30080	04/15/2021	INSTALL GLASS ON KUBOTA TRACTOR	022-322-630-360	300.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4994	04/15/2021	APRIL 2021 MONTHLY TESTIN	022-322-525-231	66.00
POWERSTROKE EQUIPMENT SALES & SVC	5478	04/15/2021	PULLY	022-322-555-250	42.99
FASTENAL COMPANY	MSSTA97192	04/15/2021	LIME VESTS	022-322-535-233	51.70
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0321	04/16/2021	ACCT #146.20 SEDC ADMIN FEES MARCH 2021	022-322-600-333	4,471.62
QUILL CORPORATION	16110759	04/16/2021	INK, COPY PAPER, TAPE	022-322-501-200	220.99
QUILL CORPORATION	16112684	04/16/2021	5 BINDERS	022-322-501-200	27.97
GTR SOLID WASTE MGMT. AUTH	04.19.21	04/19/2021	MARCH 2021 SOLID WASTE TICKETS	022-322-600-379	41,992.64
GATEWAY TIRE & SERVICE CENTER	1018-142261	04/19/2021	TRUCK #91 TWO NEW TIRES	022-322-630-360	671.76
TERRY'S GARAGE & REPAIRS, LLC	4683	04/19/2021	TRUCK #38 AIRLINES & CABLE TIES	022-322-630-360	126.09
FASTENAL COMPANY	MSSTA97229	04/19/2021	RAIN SETS, GLOVES, WIPERS	022-322-535-233	1,306.07
FUELMAN / FLEETCOR	NP59941107	04/19/2021	FUEL REPORT 04/12/21 - 04/18/21	022-322-525-231	3,186.41
TRI-STATE TRUCKCENTER*	02W9718	04/20/2021	TRUCK #95 REPAIRS	022-322-630-360	4,644.68
STARKVILLE AUTO PARTS	142683	04/20/2021	CFI FUEL	022-322-630-360	60.08
STARKVILLE AUTO PARTS	142701	04/20/2021	STARTING FLUID, GROOVE JOINT, HAND PAD, CABLE END	022-322-630-360	111.17
STARKVILLE AUTO PARTS	142704	04/20/2021	FIBERGLASS REPAIR KIT	022-322-630-360	36.99
TRI-STATE TRUCKCENTER*	02W9804	04/21/2021	TRUCK #98 REPAIRS	022-322-630-360	2,071.00
GATEWAY TIRE & SERVICE CENTER	1018-142354	04/21/2021	TRUCK #41 ONE NEW TIRE	022-322-630-360	665.35
STARKVILLE AUTO PARTS	142475	04/21/2021	RETURN REPAIR KIT	022-322-630-360	-36.99
POWERSTROKE EQUIPMENT SALES & SVC	5507	04/21/2021	WALK BEHIND MOWER - PULLEY	022-322-555-250	45.99
FUELMAN / FLEETCOR	NP59967667	04/26/2021	FUEL REPORT 04/19/21 - 04/25/21	022-322-525-231	3,003.55
PAUL'S WELDING	0655	04/27/2021	TRUCK #38 REPAIR BOOM/GUARDS ON LIMB LOADER	022-322-630-360	175.00
TRUSTMARK NATIONAL BANK	05.18.2021	04/28/2021	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,617.26
TRUSTMARK NATIONAL BANK	05.18.2021	04/28/2021	#90089/STREET SWEEPER PAYMENT	022-322-830-873	126.33
STARKVILLE UTILITIES	INV0033354	04/28/2021	UTILITY BILLS BY DEPT	022-322-625-380	1,803.26

Outstanding Total: 77,295.30

Department 322 - SANITATION DEPARTMENT Total: 77,295.30

Fund 022 - ENVIRONMENTAL SERVICES Total: 77,295.30

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-330941	05/01/2021	INCODE CONTENT/DOC MGT SUITE 06.01.21-05.31.22	107-112-600-303	3,143.48
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Outstanding Total: 3,143.48

Department 112 - COMPUTER ASSESSMENTS Total: 3,143.48

Fund 107 - COMPUTER ASSESSMENTS Total: 3,143.48

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1070327B	03/09/2021	NEEL SCHAFFER INV#1070327	303-600-600-309	26.15
OKT COUNTY SUPERVISORS	1071032	03/09/2021	NEEL SCHAFFER INV#1071032	303-600-600-309	4,736.31
			OCEDA BLDNG PAD		
OKT COUNTY SUPERVISORS	257231	04/30/2021	GT LINK INV#257231	303-600-600-309	1,885.22
Outstanding Total:					6,647.68
Department 600 - CAPITAL PROJECTS Total:					6,647.68
Fund 303 - INDUSTRIAL PARK BOND Total:					6,647.68
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
LEE'S PRECAST CONCRETE, IN	138197	03/01/2021	12 CONCRETE INLET TOPS	319-600-948-854	4,830.00
LEE'S PRECAST CONCRETE, IN	138198	03/01/2021	CUSTOM INLET TOP	319-600-948-854	4,537.90
MMC MATERIALS, INC.	696416	03/18/2021	CONCRETE FOR INLETS- GREEN BRIAR	319-600-948-854	278.00
MMC MATERIALS, INC.	698337	04/01/2021	CONCRETE FOR INLET TOPS- PERSIMMON & BIRCH	319-600-948-854	500.50
MMC MATERIALS, INC.	698441	04/03/2021	6 CY CONCRETE, 6 CY CEMEN	319-600-948-854	828.00
H&H CONSTRUCTION & EXCAVATING, LLC	INV0033344	04/12/2021	INLET RETROFIT PJT- CHESTNUT DRIVE 21005C	319-600-948-854	4,700.00
FALCON CONTRACTING CO.,IN	4030	04/13/2021	2021 STARKVILLE CITY STREETS EST. #1	319-600-912-800	904,235.66
MMC MATERIALS, INC.	701229	04/20/2021	7.50 CY CONCRETE	319-600-903-851	982.50
MMC MATERIALS, INC.	701705	04/22/2021	8 CY CONCRETE	319-600-903-851	1,048.00
PETTY CASH VOUCHERS	04.23.21	04/23/2021	EASEMENT ON GARRARD RD	319-600-600-309	26.00
Outstanding Total:					921,966.56
Department 600 - CAPITAL PROJECTS Total:					921,966.56
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					921,966.56
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	9813	04/07/2021	PROJ 20-483 SPORTSPLEX & MCKEE PARK IMP	380-551-600-955	2,288.00
SOUTHERN ELECTRIC CORP OF MS	APPLICATION #2	04/26/2021	LIGHTING FOR CORNERSTONE PARK	380-551-907-943	89,368.87
Outstanding Total:					91,656.87
Paid					
ULINE	131810329.	03/26/2021	50 PARK PICNIC TABLES/CORNERSTONE PARK	380-551-907-942	26,514.00
RECYCLE AWAY, LLC	29059	04/08/2021	70- 55 GALLON TRASH CANS/CORNERSTONE PARK	380-551-907-942	38,440.00
Paid Total:					64,954.00
Department 551 - PARK & REC TOURISM Total:					156,610.87
Fund 380 - PARK BONDS 2020 Total:					156,610.87
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0033369	04/28/2021	2% HOTEL/MOTEL TAX	610-000-147-656	14,853.41
Outstanding Total:					14,853.41
Department 000 - UNDESIGNATED Total:					14,853.41
Fund 610 - TRUST & AGENCY Total:					14,853.41

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU /2% TAX REVENUE	INV0033366	04/28/2021	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	34,075.02
O.C.E.D.A	INV0033367	04/28/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	25,556.27
STARKVILLE CONVENTIONS/VISITORS BUR	INV0033368	04/28/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	25,556.27
Outstanding Total:					85,187.56
Department 000 - UNDESIGNATED Total:					85,187.56
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					85,187.56
Grand Total:					1,874,966.23

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	586,337.81	2,091.00
002 - RESTRICTED POLICE FUND	1,656.00	0.00
003 - RESTRICTED FIRE FUND	506.00	0.00
015 - AIRPORT FUND	20,761.56	0.00
022 - ENVIRONMENTAL SERVICES	77,295.30	0.00
107 - COMPUTER ASSESSMENTS	3,143.48	0.00
303 - INDUSTRIAL PARK BOND	6,647.68	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	921,966.56	0.00
380 - PARK BONDS 2020	156,610.87	64,954.00
610 - TRUST & AGENCY	14,853.41	0.00
630 - ECONOMIC DEV, TOURISM & CONV	85,187.56	0.00
Grand Total:	1,874,966.23	67,045.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	316.50	0.00
001-000-149-691	MUNICIPAL COURT BON	1,191.00	1,191.00
001-000-160-698	DONATION POLICE	132.66	0.00
001-000-334-126	POLICE FORFEITED FUN	15,620.00	0.00
001-100-604-330	COMMUNICATIONS	200.05	0.00
001-110-600-301	PROFESSIONAL SERVICE	175.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	278.74	0.00
001-110-690-553	TRAINING & EDUCATION	200.00	0.00
001-111-604-330	COMMUNICATIONS	152.66	0.00
001-120-503-202	COMMITTEE SUPPORT	18.99	0.00
001-120-600-300	PROFESSIONAL SERVICE	8,243.36	0.00
001-120-604-330	COMMUNICATIONS	217.42	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	500.00	0.00
001-123-604-330	COMMUNICATIONS	655.77	0.00
001-123-918-805	MACHINERY, EQUIPMEN	515.00	0.00
001-130-501-200	SUPPLIES / ADVERTISIN	15.32	0.00
001-145-501-200	SUPPLIES	82.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	739.41	0.00
001-169-600-302	CITY ATTORNEY GENERA	7,160.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	11,425.03	0.00
001-180-604-330	COPIER/POSTAGE/PHON	157.96	0.00
001-180-610-340	ADVERTISING	492.26	0.00
001-180-691-505	TIME CLOCK SYSTEM	3,841.50	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	146.00	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	639.61	0.00
001-192-510-220	SUPPLIES	170.86	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00
001-192-625-380	UTILITIES	2,898.18	0.00
001-196-691-300	PROFESSIONAL SERVICE	523.65	0.00
001-197-501-200	SUPPLIES	311.74	0.00
001-197-525-231	GAS & OIL	50.38	0.00
001-197-600-308	ENGINEERING SERVICES	292.50	0.00
001-197-604-330	COMMUNICATIONS	86.25	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-690-553	TRAINING/EDUCATION R	350.00	0.00
001-201-501-200	OFFICE SUPPLIES	647.46	0.00
001-201-525-231	GAS & OIL	9,292.39	0.00
001-201-535-233	UNIFORMS	2,102.89	0.00
001-201-556-251	POLICE SUPPLIES	636.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-300	PROFESSIONAL SERVICE	540.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	3,043.38	0.00
001-201-620-370	INSURANCE	840.00	0.00
001-201-625-380	UTILITIES	3,143.32	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	4,618.02	0.00
001-201-630-400	EQUIPMENT REPAIR &	78.74	0.00
001-201-635-367	MOTORCYCLE RENTAL	10,499.59	0.00
001-201-635-369	COPIER RENTAL	729.46	0.00
001-201-690-450	GPS EXPENSES	1,026.73	0.00
001-201-690-552	POLICE TRAINING/EDUC	2,900.75	900.00
001-201-730-543	JAG GRANT MATCH	15,890.00	0.00
001-261-525-231	GAS & OIL	2,418.17	0.00
001-261-535-233	UNIFORMS	334.83	0.00
001-261-555-208	JANITORIAL & PAPER SU	1,147.39	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	506.40	0.00
001-261-558-269	BUILDING MAINTENANC	620.13	0.00
001-261-600-319	PHYSICAL EXAMINATION	175.00	0.00
001-261-600-390	FIRE TRAINING	423.71	0.00
001-261-604-330	PHONES/CABLE/INTERN	2,055.94	0.00
001-261-620-370	INSURANCE	3,566.00	0.00
001-261-625-380	UTILITIES	2,997.03	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	3,348.38	0.00
001-261-630-404	RADIO MAINTENANCE /	270.00	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-281-501-200	OFFICE SUPPLIES	52.11	0.00
001-281-525-231	GAS & OIL	73.87	0.00
001-281-604-330	COPIER/PHONES/IPADS/	86.26	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-691-550	MISCELLANEOUS	59.95	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	435.13	0.00
001-281-830-873	INTEREST (VEHICLES)	16.25	0.00
001-290-625-380	UTILITIES / CODE RED	160.44	0.00
001-301-525-231	GAS & OIL	2,595.45	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	2,335.91	0.00
001-301-560-270	CONSTRUCTION MATERI	2,001.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,747.94	0.00
001-301-604-330	COMMUNICATIONS	299.64	0.00
001-301-620-370	INSURANCE	489.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	28,972.19	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	329.15	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,409.50	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-691-510	LANDFILL EXPENSES	628.83	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	7,069.56	0.00
001-301-830-873	INTEREST	1,184.77	0.00
001-360-525-231	GAS & OIL	163.27	0.00
001-550-501-110	FIELD SUPPLIES	915.86	0.00
001-550-501-208	JANITORIAL SUPPLIES	45.99	0.00
001-550-501-415	SPORTS PROGRAMS	5,887.44	0.00
001-550-512-200	TOURNAMENT SUPPLIES	1,659.10	0.00
001-550-525-231	GAS & OIL	520.40	0.00
001-550-600-300	PROFESSIONAL SERVICE	1,117.60	0.00
001-550-600-320	CONTRACT LABOR, UMP	1,880.00	0.00
001-550-600-330	PHONES/COPIERS/POST	508.56	0.00
001-550-600-340	UTILITIES	6,675.79	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	5,100.00	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	1,069.72	0.00
001-550-630-426	BUILDING MAINT/REPAI	4,213.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-690-360	VEHICLE REPAIRS AND M	15.30	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-550-949-978	PARK & REC REFUNDS	380.00	0.00
001-552-610-350	NRPA TRAVEL	199.07	0.00
001-600-903-518	BUS PADS	4,940.00	0.00
001-600-912-806	ERBR 53-420(01) OLD W	2,330.49	0.00
001-800-820-830	CITY HALL 2013 COP PRI	350,000.00	0.00
001-800-830-840	CITY HALL PROJECT INTE	13,962.50	0.00
002-251-501-200	SUPPLIES	1,656.00	0.00
003-560-501-200	CODE REBATE SUPPLIES	506.00	0.00
015-505-501-198	BUILDING REPAIRS & M	187.50	0.00
015-505-525-233	JET A FUEL PURCHASES	17,243.13	0.00
015-505-541-237	OPERATING SUPPLIES	240.70	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	328.71	0.00
015-505-604-330	CELL PHONE/POSTAGE	205.08	0.00
015-505-625-380	UTILITIES	1,291.12	0.00
015-505-630-400	EQUIPMENT REPAIR &	400.94	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	32.00	0.00
022-322-501-200	OFFICE SUPPLIES	248.96	0.00
022-322-525-231	GAS & OIL	10,035.71	0.00
022-322-535-233	UNIFORMS	1,357.77	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	662.98	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	4,471.62	0.00
022-322-600-364	BILLING SERVICES	256.00	0.00
022-322-600-379	LANDFILL FEES	41,992.64	0.00
022-322-604-330	COMMUNICATIONS	45.58	0.00
022-322-625-380	UTILITIES	1,803.26	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	12,224.06	0.00
022-322-630-400	EQUIPMENT REPAIR &	16.00	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,617.26	0.00
022-322-830-873	INTEREST	126.33	0.00
107-112-600-303	DATA PROCESSING	3,143.48	0.00
303-600-600-309	LEGAL AND PROF SVCS E	6,647.68	0.00
319-600-600-309	LEGAL AND PROF SVCS E	26.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	2,030.50	0.00
319-600-912-800	STREET OVERLAYS	904,235.66	0.00
319-600-948-854	DRAINAGE IMPROVEME	15,674.40	0.00
380-551-600-955	EXISTING PARKS - PROFE	2,288.00	0.00
380-551-907-942	EXISTING PARK IMPROV	64,954.00	64,954.00
380-551-907-943	LIGHTING	89,368.87	0.00
610-000-147-656	DUE TO GOVERNMENT	14,853.41	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	34,075.02	0.00
630-000-147-664	DUE TO VISITORS/CONV.	25,556.27	0.00
630-000-148-655	DUE TO OCEDA	25,556.27	0.00
Grand Total:		1,874,966.23	67,045.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,857,261.33	67,045.00
20045	2,030.50	0.00
21005	14,067.90	0.00
21005-C	828.00	0.00
21005-E	500.50	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
21005-G	278.00	0.00
Grand Total:	1,874,966.23	67,045.00



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

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 124 ATMOS ENERGY

3020752702-4/21 04/22/21 0 Utility bill
ITEMID DEPT WH DESCRIPTION
UTIL 00 20 0 Utility bill

3020752962-4/21 04/22/21 0 Utility bill
ITEMID DEPT WH DESCRIPTION
UTIL 00 20 0 Utility bill

VENDOR TOTAL: 502.94

VENDOR: 304 CIRCLE B CUTTERS LLC

9567, 9572, 9573 04/22/21 0 Repairs
ITEMID DEPT WH DESCRIPTION
MAIN 00 20 0 Repairs
MAIN 00 20 0 Repairs

VENDOR TOTAL: 3787.50

VENDOR: 825 H & H CONSTRUCTION & EXC LLC

1105, 1106 04/22/21 0 Water & Sewer repairs
ITEMID DEPT WH DESCRIPTION
MAIN 02 20 0 Sewer repairs

VENDOR TOTAL: 2400.00

VENDOR: 1010 JT RAY CO

210415-0478 04/22/21 0 Copier service
ITEMID DEPT WH DESCRIPTION
OFEX 02 20 0 Copier service

VENDOR TOTAL: 35.00

VENDOR: 1035 KANSAS CITY SOUTHERN

1600091124 04/22/21 0 Annual Billing
ITEMID DEPT WH DESCRIPTION
KCSO 00 20 0 12" Waterline Lease-Bluefield Rd

VENDOR TOTAL: 597.25

VEH 0 05/05/21 PRJ 0 228.87
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 64300
ACCT 0
AMOUNT 228.87

VEH 0 05/05/21 PRJ 0 274.07
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 64300
ACCT 0
AMOUNT 274.07

VEH 0 05/05/21 PRJ 0 3787.50
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 65100
ACCT 95100
AMOUNT 3437.50

VEH 0 05/05/21 PRJ 0 2400.00
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 65100
ACCT 0
AMOUNT 2400.00

VEH 0 05/05/21 PRJ 0 35.00
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 72000
ACCT 0
AMOUNT 35.00

VEH 0 05/05/21 PRJ 0 597.25
INVOICE AMOUNT TAX PMT
AMOUNT 0 0 0
ACCT 64200
ACCT 0
AMOUNT 597.25

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
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VENDOR: 1909 STARKVILLE ELEC - UTILITIES

APR 2021	04/22/21	DEPT WH DESCRIPTION	VEH	JOB	PRJ	TASK	ACCT	AMOUNT	DFT
ITEMID	00	0 Utility bills	0	0	0	0	74300	34071.98	0
UTIL	00	20 0 Utility bills - Pumping stations	0	0	0	0	84300	28094.07	0
UTIL	00	20 0 Utility bills - Water wells	0	0	0	0			0
VENDOR TOTAL:								62166.05	

VENDOR: 1910 STARKVILLE ELECTRIC DEPT

14610-0321	04/22/21	DEPT WH DESCRIPTION	VEH	JOB	PRJ	TASK	ACCT	AMOUNT	ACH
ITEMID	00	0 Due to Elec Dept-146.10	0	0	0	0	65110	207.00	0
JANT	01	20 0 Janitorial services-Elec	0	0	0	0	67400	13030.97	0
RENT	01	20 0 Rental due to Electric	0	0	0	0	68000	9098.24	0
BILL	00	20 0 Billing services-SEDC-Elec	0	0	0	0	60600	356.18	0
GPSE	00	20 0 GPS Vehicle Services-Elec	0	0	0	0	65110	10165.94	0
MAIN	00	20 0 Building expense-Elec	0	0	0	0	65010	7977.15	0
TRNS	00	20 0 Fuel-Electric	0	0	0	0	60450	15781.36	0
LABR	00	20 0 Salaries-Elec	0	0	0	0	60450	5452.20	0
EMBF	00	20 0 Employee Benefits-Elec	0	0	0	0	60600	2776.98	0
PHNE	00	20 0 Phones-Elec	0	0	0	0	64300	50.90	0
UTIL	00	20 0 Utilities-Elec	0	0	0	0	62010	22.20	0
POST	00	20 0 Postage-Elec	0	0	0	0	68000	592.88	0
COLL	00	20 0 Collection Fees-Elec	0	0	0	0	60450	15.16	0
UNIF	00	20 0 Uniforms-Elec	0	0	0	0	62010	20.00	0
OFEK	02	20 0 IT and Computer Supplies-Elec	0	0	0	0	60600	980.35	0
INTN	00	20 0 Internet-Elec	0	0	0	0			
VENDOR TOTAL:								66527.51	

VENDOR: 2104 UPS

24W1X6151	04/22/21	DEPT WH DESCRIPTION	VEH	JOB	PRJ	TASK	ACCT	AMOUNT	CHK
ITEMID	00	0 Postage	0	0	0	0	73500	31.21	0
POST	00	20 0 Postage	0	0	0	0			0

24W1X6161	04/22/21	DEPT WH DESCRIPTION	VEH	JOB	PRJ	TASK	ACCT	AMOUNT	CHK
ITEMID	00	0 Postage	0	0	0	0	73500	31.30	0
POST	00	20 0 Postage	0	0	0	0			0

VENDOR TOTAL: 62.51

INVOICE DATE PO NBR DESCRIPTION
VENDOR: 9909807 THOMAS WARE

4/20/21 04/22/21 0 Reimb Parts Purchase
ITEMID DEPT WH DESCRIPTION
MAIN 00 20 0 Parts and supplies

VEH	0	05/05/21	PRJ	TASK	ACCT	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
		JOB				99.96	.00	ACH			
					72010			0			
VENDOR TOTAL:						99.96					
						AMOUNT					
						99.96					

VENDOR: 99009813 JACKSON MAC HAIK

120264 04/22/21 4521 Street Dept Truck
ITEMID DEPT WH DESCRIPTION
GP341000 20 0 4500 DODGE RAM FOR STREET DEPT

VEH	0	05/05/21	PRJ	TASK	ACCT	INVOICE AMOUNT	TAX AMOUNT	CHK QUANTITY	PAID AMOUNT		
		JOB				28890.00	.00	1			
					34100				28890.00		
VENDOR TOTAL:						28890.00					

VENDOR: 99009816 TYLER BRAGG

4/16/21 04/22/21 0 Reimb keys
ITEMID DEPT WH DESCRIPTION
MISC 00 20 0 Reimb keys

VEH	0	05/05/21	PRJ	TASK	ACCT	INVOICE AMOUNT	TAX AMOUNT	ACH QUANTITY	PAID AMOUNT		
		JOB				45.00	.00	0			
					62020				45.00		
VENDOR TOTAL:						45.00					

GRAND TOTAL: 165113.72

STARKVILLE UTILITIES
PRG. ACTPAYLTACCOUNTS PAYABLE LISTING
FOR: 05/05/21 ACCOUNT 23200UNPAID INVOICES
DETAILRUN DATE 04/27/21 PAGE 1
02:18 PMINVOICE DATE PO NBR DESCRIPTION
131 ALTEC INDUSTRIES, INC.PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ

11620971, 21946 04/22/21 9651 Tools and supplies

ITEMID	DEPT	WH	DESCRIPTION
MISC 01	10	0	GO-LIGHT MAGNETIC MOUNTING SHOE
MISC 01	10	0	HANDLE ASSEMBLY
MISC 01	10	0	18" BOLT CUTTERS
MISC 01	10	0	ACSR WIRE RATCHET CUTTERS
MISC 01	10	0	1-TON SWIVEL HOOK W/LATCH
MISC 01	10	0	NUTRUNNER IMPACT SOCKET
MISC 01	10	0	LITHIUM TOOL BATTERY 2-PK
MISC 01	10	0	SAFETY BLANKET CLAMPS

VEH	JOB	AP DATE	PRJ	TASK	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	ACH QUANTITY	AMOUNT
0	0	05/05/21	0	0	1530.78	0.00	ACH	1	1530.78
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	2	58300
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	1	58300
0	0	0	0	0	58300	0.00	ACH	12	58300

11624727 04/22/21 9595 Parts

ITEMID	DEPT	WH	DESCRIPTION
MISC 02	10	0	URD SKINNING KNIFE - AJ HOLLINS

VEH	JOB	AP DATE	PRJ	TASK	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	ACH QUANTITY	AMOUNT
0	0	05/05/21	0	0	85.01	0.00	ACH	1	85.01
0	0	0	0	0	58400	0.00	ACH	1	58400

VENDOR TOTAL: 1615.79

VENDOR: 318 CLAYTON VILLAGE MINI STG

4/20/21 04/22/21 0 Storage unit rental

ITEMID	DEPT	WH	DESCRIPTION
STGE 00	10	0	Storage unit rental

VEH	JOB	AP DATE	PRJ	TASK	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	ACH QUANTITY	AMOUNT
0	0	05/05/21	0	0	115.00	0.00	ACH	0	115.00
0	0	0	0	0	93100	0.00	ACH	0	93100

VENDOR TOTAL: 115.00

VENDOR: 341 CDW GOVERNMENT, INC

B465339 04/22/21 9647 Computer supplies

ITEMID	DEPT	WH	DESCRIPTION
OFEX 00	10	0	128 GB USB FLASH DRIVE
OFEX 00	10	0	500 GB SOLID STATE DRIVE
OFEX 00	10	0	5-PORT GIGABIT ETHERNET SWITCH
OFEX 00	10	0	6-FT. DISPLAY PORT CABLES
OFEX 00	10	0	BLUETOOTH WIRELESS MOUSE
OFEX 00	10	0	1.6-FT. USB CABLE
OFEX 00	10	0	COMPUTER BACKPACK
OFEX 00	10	0	HIGH YIELD TONER CARTRIDGE - BLK
OFEX 00	10	0	LASERJET TONER CARTRIDGE
OFEX 00	10	0	LASERJET TONER CARTRIDGE - BLACK
OFEX 00	10	0	INK CARTRIDGES
OFEX 00	10	0	6-FT. HD CABLE

VEH	JOB	AP DATE	PRJ	TASK	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	ACH QUANTITY	AMOUNT
0	0	05/05/21	0	0	1259.68	0.00	ACH	1	1259.68
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	3	92100
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	2	92100
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	1	92100
0	0	0	0	0	92100	0.00	ACH	3	92100
0	0	0	0	0	92100	0.00	ACH	2	92100

VENDOR TOTAL: 1259.68

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 05/05/21 ACCOUNT 23200

UNPAID INVOICES
DETAIL

RUN DATE 04/27/21 PAGE 2
02:18 PM

INVOICE DATE PO NBR DESCRIPTION
VENDOR: 348 DELL MARKETING L.P.

4/01/21
ITEMID 04/22/21 0 Computer software
DEPT WH DESCRIPTION
OFEX 02 10 0 Computer software
OFEX 02 10 0 Computer software-Water

VENDOR: 496 EAST MISS LUMBER

D80480
ITEMID 04/22/21 9667 Repairs
DEPT WH DESCRIPTION
MISC 02 10 0 5100 PSI ROTARY PRSSURE NOZZLE

VENDOR: 508 EQUIPMENT INCORPORATED

135008852
ITEMID 04/22/21 9666 Equipment Repairs
DEPT WH DESCRIPTION
TRNS 00 10 0 PARTS+FREIGHT+SUPPLIES+LABOR

VENDOR: 616 FUELMAN

NP59941107
ITEMID 04/22/21 0 Fuel
DEPT WH DESCRIPTION
TRNS 00 10 0 Fuel-Electric
TRNS 00 10 0 Fuel-Water

VENDOR: 696 GARNER LUMLEY ELECTRIC

578796
ITEMID 04/22/21 9658 Materials
DEPT WH DESCRIPTION
STLT 00 10 0 ALUMINUM LIGHT BRACKET ARM

VEH	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
0	508.00	0.00	ACH			
0	921.00	0		488.00		
0	1461.0	0		20.00		
VENDOR TOTAL: 508.00						

VEH	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
0	129.95	0.00	CHK			
0	584.00	0		129.95		
VENDOR TOTAL: 129.95						

VEH	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
7	1418.61	0.00	ACH			
0	184.00	0		1418.61		
VENDOR TOTAL: 1418.61						

VEH	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
0	5355.29	0.00	CHK			
0	184.00	0		1533.89		
0	1461.0	0		3821.40		
VENDOR TOTAL: 5355.29						

VEH	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
0	1990.00	0.00	ACH			
0	585.00	0		1990.00		
VENDOR TOTAL: 1990.00						

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 730 GESCO UTILITY SUPPLY, INC.

50020221-03	04/22/21	9609 Materials	VEH	05/05/21	PRJ	TASK	1789.00	.00	ACH	AMOUNT
ITEMID	DEPT WH DESCRIPTION			JOB				QUANTITY		
31002520	10 1 HANGER, TRANS SMALL CLUSTER		0	0	0	0	15400	1		115.00
17555600	10 1 AMP 336-1/0 602001		0	0	0	0	15400	45		697.50
17560100	10 1 AMP 954-954 602180-1		0	0	0	0	15400	21		976.50

VENDOR TOTAL: 1789.00

VENDOR: 818 HANCOCK EQUIP. & OIL CO.

010570	04/22/21	9646 Supplies	VEH	05/05/21	PRJ	TASK	255.00	.00	ACH	AMOUNT
ITEMID	DEPT WH DESCRIPTION			JOB				QUANTITY		
TRNS 00	10 0 55-GAL. PRESSURE WASHER SOAP		0	0	0	0	18420	1		255.00

VENDOR TOTAL: 255.00

VENDOR: 1010 JT RAY COMPANY

210415-473 & 474	04/22/21	0 Copier service	VEH	05/05/21	PRJ	TASK	150.76	.00	ACH	AMOUNT
ITEMID	DEPT WH DESCRIPTION			JOB				QUANTITY		
OFEX 02	10 0 Copier service		0	0	0	0	92100	0		150.76

VENDOR TOTAL: 150.76

VENDOR: 1205 LOWE'S

10373, 10552	04/22/21	9676 Supplies	VEH	05/05/21	PRJ	TASK	96.91	.00	CHK	AMOUNT
ITEMID	DEPT WH DESCRIPTION			JOB				QUANTITY		
MAIN 01	10 0 HOSE FITTING		0	0	0	0	16300	1		.40
MAIN 01	10 0 3/4" PVC BALL VALVE		0	0	0	0	16300	1		3.21
MAIN 01	10 0 HOSE CLAMPS		0	0	0	0	16300	4		4.04
MAIN 01	10 0 PVC REDUCER BUSHING		0	0	0	0	16300	1		1.19
MAIN 01	10 0 50-FT. WATER HOSES		0	0	0	0	16300	2		66.46
MAIN 01	10 0 WATER HOSE SPRAY NOZZLE		0	0	0	0	16300	2		17.06
MAIN 01	10 0 WATER JET NOZZLE		0	0	0	0	16300	1		3.03
MAIN 01	10 0 WATER HOSE FITTING		0	0	0	0	16300	1		.36
MAIN 01	10 0 PVC REDUCER BUSHING		0	0	0	0	16300	1		1.16

VENDOR TOTAL: 96.91

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 1319 MONTS PAPER & PACKAGING

ITEMID	DEPT	WH	DESCRIPTION	VEH	JOB	05/05/21	PRJ	TASK	510.98	ACH	QUANTITY	AMOUNT
385001	04/22/21	9634	Supplies									
MAIN 01	10	0	16-OZ. STYROFOAM CUPS	0	0	0	0	16300	0	1	65.00	
MAIN 01	10	0	TUFF JOB SCRIM WIPERS	0	0	0	0	16300	0	3	145.38	
MAIN 01	10	0	BATHROOM TISSUE PAPER	0	0	0	0	16300	0	2	90.16	
MAIN 01	10	0	SUPER FRESH AIR FRESHNER	0	0	0	0	16300	0	1	30.09	
MAIN 01	10	0	TOILET BOWL WAND REFILLST	0	0	0	0	16300	0	1	37.63	
MAIN 01	10	0	TOILET BOWL WAND CLEANING KIT	0	0	0	0	16300	0	1	11.60	
MAIN 01	10	0	FACIAL TISSUE	0	0	0	0	16300	0	1	19.65	
MAIN 01	10	0	GLASS & SURFACE CLEANER	0	0	0	0	16300	0	1	29.15	
MAIN 01	10	0	C-FOLD BATHROOM HAND TOWELS	0	0	0	0	16300	0	2	82.32	

VENDOR TOTAL: 510.98

VENDOR: 1400 NESCO

ITEMID	DEPT	WH	DESCRIPTION	VEH	JOB	05/05/21	PRJ	TASK	1735.99	ACH	QUANTITY	AMOUNT
309,829,945,886	04/22/21	9654	Materials & Supplies									
16517001	10	1	COND. 350 MCM W. P.	0	0	0	0	15400	0	50	447.70	
16517001	10	1	COND. 350 MCM W. P.	0	0	0	0	15400	0	70	626.78	
16517001	10	1	COND. 350 MCM W. P.	0	0	0	0	15400	0	50	447.70	
16510001	10	1	COND. #2 W. P.	0	0	0	0	15400	0	10	22.39	
MISC 01	10	0	#2 COPPER LB SPLICE CONNECTOR	0	0	0	0	58300	0	4	14.67	
16514001	10	1	COND. 4/0 W. P.	0	0	0	0	15400	0	30	165.09	
MISC 01	10	0	UTILITY KNIFE BLADE	0	0	0	0	58300	0	1	11.66	

VENDOR TOTAL: 1735.99

VENDOR: 1525 OKTIBBEHA CO. CO-OP

ITEMID	DEPT	WH	DESCRIPTION	VEH	JOB	05/05/21	PRJ	TASK	440.00	ACH	QUANTITY	AMOUNT
286,283,282,281	04/22/21	9627	Uniforms									
UNIF 01	10	0	LEATHER WORK BOOTS	0	0	0	0	92600	0	1	110.00	
UNIF 01	10	0	LEATHER WORK BOOTS	0	0	0	0	92600	0	1	110.00	
UNIF 01	10	0	LEATHER WORK BOOTS	0	0	0	0	92600	0	1	110.00	
UNIF 01	10	0	LEATHER WORK BOOTS	0	0	0	0	92600	0	1	110.00	

VENDOR TOTAL: 440.00

VENDOR: 1623 POWERSTROKE EQUIPMENT INC

ITEMID	DEPT	WH	DESCRIPTION	VEH	JOB	05/05/21	PRJ	TASK	30.98	ACH	QUANTITY	AMOUNT
5472	04/22/21	9664	Repair parts									
MAIN 01	10	0	STRING WEDEATER TRIMMER SHAFT	0	0	0	0	16300	0	1	25.99	

INVOICE	DATE	PO NBR	DESCRIPTION
MAIN 01	10 0	WEEDEATER	SHOULDER STRAP

PMT	PAID	PAID/VOID	CHECK/
TYP	AMOUNT	DATE	ACH SEQ
1	4.99		

VENDOR TOTAL: 30.98

VENDOR: 1800 RACKLEY OIL, INC.

ITEMID	DEPT	WH	DESCRIPTION	9655 Parts
TRNS 00	10	0	1-QT. 6/PACK	
TRNS 00	10	0	1-QUART	
TRNS 00	10	0	1-QUART	
TRNS 00	10	0	MOTOR OIL	

VEH	05/05/21	PRJ	36.26	*00	ACH	AMOUNT
	JOB	TASK	QUANTITY			
0	0	0	18420	1		24.42
0	0	0	18420	1		3.73
0	0	0	18420	1		7.95
0	0	0	18420	1		.16

VENDOR TOTAL: 36.26

VENDOR: 1818 UNITED RENTALS, INC.

163327879-035	04/22/21	9671 Equipment Rental
ITEMID	DEPT WH	DESCRIPTION
RENT 02	10 0	MONTHLY RENTAL/SKID STEER LOADER

VEH	05/05/21	1395.01	ACH	00	AMOUNT
	JOB	PRJ	TASK	ACCT	QUANTITY
0	0	0	0	5880	1
					1395.01

VENDOR TOTAL: 1395.01

VENDOR: 1823 RENASANT INSURANCE, INC.

1140253	04/22/21	0	Employee surety bond
ITEMID	DEPT WH DESCRIPTION		
INSU 00	10	0	Employee surety bonds

VEH	05/05/21	175.00	.00	CHK
JOB	PRJ	TASK	ACCT	QUANTITY
0	0	0	92500	0
				175.00

VENDOR TOTAL: 175.00

VENDOR: 1887 S & S LINE SERVICE INC

2266-2269	04/22/21	0	ROW Clearing
ITEMID	DEPT WH DESCRIPTION		
ROWC 00	10	0	ROW Clearing

VEH	0	05/05/21	7765.80	ACH	0.00
		JOB	PRJ	TASK	ACCT
		0	0	0	59300
				QUANTITY	AMOUNT
				0	7765.80

VENDOR TOTAL: 7765.80

VENDOR: 1905 STARKVILLE AUTO PARTS

5151-142528,539	04/22/21	9665 Parts
ITEMID	DEPT	WH DESCRIPTION
TRNS 00	10	0 12-OZ. A/C REFRIGERANT
TRNS 00	10	0 12-OZ. A/C RECHARGE KIT
TRNS 00	10	0 WINDSHIELD WIPER BLADES

VEH	05/05/21	62.96	*.00	CHK	AMOUNT
	JOB	TASK	ACCT	QUANTITY	
0	0	0	18420	1	7.99
0	0	0	18420	1	28.99
0	0	0	18420	2	25.98

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 1917 RONNIE JONES CONST, INC.

202111727 04/22/21 9657 Gravel
ITEMID DEPT WH DESCRIPTION
MISC 01 10 0 25.83 TONS @ \$35.00/TON
MISC 01 10 0 25.71 TONS @ \$35.00/TON
VEH 05/05/21 1803.90 .00 ACH
0 JOB PRJ TASK ACCT QUANTITY
0 0 0 0 58300 1
0 0 0 0 58300 1
VENDOR TOTAL: 1803.90
AMOUNT 904.05
PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ
899.85

VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS

MAR 2021 04/22/21 0 Phone bill
ITEMID DEPT WH DESCRIPTION
PHNE 00 10 0 Phone bill
PHNE 00 10 0 Phone bill-Water Dept
VEH 05/05/21 378.44 .00 CHK
0 JOB PRJ TASK ACCT QUANTITY
0 0 0 0 92100 0
0 0 0 0 14610 0
VENDOR TOTAL: 378.44
AMOUNT 181.17
PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ
197.27

VENDOR: 1945 SULLIVAN'S

63267 04/22/21 0 Office supplies
ITEMID DEPT WH DESCRIPTION
OFEX 00 10 0 Office supplies
VEH 05/05/21 61.26 .00 ACH
0 JOB PRJ TASK ACCT QUANTITY
0 0 0 0 92100 0
VENDOR TOTAL: 61.26
AMOUNT 61.26

63268 04/22/21 9675 Office supplies
ITEMID DEPT WH DESCRIPTION
OFEX 00 10 0 12/PK. 3 X 3 POP UP NOTE PADS
OFEX 00 10 0 QUADRILLE PADS
OFEX 00 10 0 12" PLASTIC TRIANGULAR SCALE
OFEX 00 10 0 2-PK. 10 OZ. POWER DUSTER CAN
OFEX 00 10 0 1-DOZ. ROLLER BALL PENS
OFEX 00 10 0 FOLDERS
OFEX 00 10 0 STENO BOOK
VEH 05/05/21 95.29 .00 ACH
0 JOB PRJ TASK ACCT QUANTITY
0 0 0 0 92100 1
0 0 0 0 92100 1
0 0 0 0 92100 1
0 0 0 0 92100 2
0 0 0 0 92100 2
0 0 0 0 92100 4
0 0 0 0 92100 1
VENDOR TOTAL: 156.55
AMOUNT 9.99
PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ
9.03
6.08
21.74
46.66
1.00
.79

VENDOR: 2026 TRANSARMOUR INC.

2152, 2201 04/22/21 9486 Materials
ITEMID DEPT WH DESCRIPTION
66930843 10 1 DEADBREAK, 750 BOL-T ELBOW
VEH 05/05/21 4608.00 .00 ACH
0 JOB PRJ TASK ACCT QUANTITY
0 0 0 0 15400 24
VENDOR TOTAL: 4608.00
AMOUNT 4608.00

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 05/05/21 ACCOUNT 23200				DETAIL		04/27/21 02:18 PM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
INV00031581	04/22/21	0	Safety training	VEH	05/05/21	500.00	.00	ACH	AMOUNT		
ITEMID	DEPT WH DESCRIPTION	PRJ	TASK	ACCT	QUANTITY	AMOUNT					
EDUC 00	10 0 Education-Training-Lineman	0	0	58300	0	500.00					
VENDOR TOTAL:						500.00					
VENDOR:	2104	UPS									
12031F161	04/22/21	0	Postage	VEH	05/05/21	107.78	.00	CHK	AMOUNT		
ITEMID	DEPT WH DESCRIPTION	PRJ	TASK	ACCT	QUANTITY	AMOUNT					
POST 00	10 1 POSTAGE	0	0	58800	0	107.78					
VENDOR TOTAL:						107.78					
VENDOR:	2329	WILLIAMS EQUIPMENT & SUPPLY									
W3820516	04/22/21	9653	Repairs	VEH	05/05/21	630.00	.00	CHK	AMOUNT		
ITEMID	DEPT WH DESCRIPTION	PRJ	TASK	ACCT	QUANTITY	AMOUNT					
MISC 02	10 0 JET VACUUM EXCAVATOR TRAILER	0	0	58400	1	630.00					
VENDOR TOTAL:						630.00					
VENDOR:	99009971	SERVICEMASTER RESTORATION									
210145	04/22/21	0	Janitorial cleaning	VEH	05/05/21	438.00	.00	ACH	AMOUNT		
ITEMID	DEPT WH DESCRIPTION	PRJ	TASK	ACCT	QUANTITY	AMOUNT					
JANT 00	10 0 Janitorial cleaning-Elec Ops Cen	0	0	18410	0	260.00					
JANT 00	10 0 Janitorial cleaning-Water Dept	0	0	14610	0	178.00					
VENDOR TOTAL:						438.00					
GRAND TOTAL:						35459.64					

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 4, 2021
Page: 1

SUBJECT:

Request authorization to hire Bo Shelton as a Reserve Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$25.00 per hour. These position will not be eligible for benefits, unless some of the candiates are already members of the PERS system.

FISCAL NOTE:

Budgeted from line item # 001-201-440-108

AUTHORIZATION HISTORY:

On February 04, 2020 the Board approved to re-establish a Reserve Police Officer Program for the City of Starkville and to advertise for ten (10) Reserve Police Officers in the Starkville Police Department.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Chief Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard, Police Chief or Nav Ashford, COO/HRD

SUGGESTED MOTION:

Move approval to hire Bo Shelton as a Reserve Police Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 4, 2021
Page: 1

SUBJECT:

Request authorization to hire Tycorress Jones as a Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

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 Bryton Conley 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 Tycorress Jones as a Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 04, 2021
Page: 1

SUBJECT:

Consideration to approve a temporary pay increase for Christopher Smiley in the Sanitation and Environmental Services Department .

AMOUNT & SOURCE OF FUNDING:

Mr. Smiley's current classification and compensation is Lead Foreman with an Annual Salary of \$49,961.60 (\$24.02 hour). This request is for consideration to approve a temporary increase of 10% with an Annual Salary of \$54,957.76 (\$26.42 hour).

FISCAL NOTE:

Approving this proposed actions will not change the FY 2020/21 total budget. There are no fiscal impacts to the Sanitation Department.

AUTHORIZATION HISTORY:

Mr. Smiley will be acting as the Sanitation and Environmental Services Director until June 4th , 2021

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, COO/HRD

SUGGESTED MOTION:

Move approval to approve a temporary pay increase for Christopher Smiley in the Sanitation and Environmental Services Department .

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: May 04, 2021

Page: 1

SUBJECT:

Request authorization to hire Courtney Walker as a Payroll/Employee Resource Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt salary of \$40,000 (\$19.23) based on 2080 hours.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Tameka Harris who was terminated.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Courtney Walker as a Payroll/Employee Resource Assistant in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 04, 2021
Page: 1

SUBJECT:

Request authorization to hire Ben Stamps as an Entry Level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Ben Stamps- Non-Exempt, Rate of \$28,938.00 (\$10.50 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This full-time position is replacing Zaking Hawkins who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Ben Stamps as an Entry Level Firefighter in the Starkville Fire Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: SANITATION
AGENDA DATE:
PAGE: 1 of 1**

SUBJECT: Consideration of the transfer of Axis Camera S/N: B8A44F245C2E from the Sanitation Inventory to the Police Inventory.

FISCAL NOTE: This will be in addition to the transfer of General Fund Street Department Axis Camera S/N: B8A44F245C72 to the General Fun Police Department Inventory.

**REQUESTING
DEPARTMENT: SANITATION DEPARTMENT**

**DIRECTOR'S
AUTHORIZATION: CALVIN WARE**

FOR MORE INFORMATION CONTACT:

Calvin Ware 662-323-2652

AUTHORIZATION HISTORY:

**SUGGESTED MOTION: APPROVE TRANSFER OF AXIS CAMERA S/N: B8A44F245C2E FROM
SANITATION DEPARTMENT TO POLICE DEPARTMENT.**



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 4 May 2021
PAGE: 1 of 4

SUBJECT: Discussion and Consideration to enter into a Usage Agreements with the following:
Starkville Cowboys by Rodney Johnson from 19 May 2021 through 4 November 2021 in the amount of \$2287, SRI LANKAN ASSOCIATION on 15 May 2021 at Carlisle Field from 9 a.m. to 4 p.m. in the amount of \$175, Eric Hallberg starting on 19 May through 23 June at the Security Solution field in the amount \$450.

AMOUNT & SOURCE OF FUNDING:

\$2287 Starkville Cowboys
\$175 SRI LANKAN ASSOCIATION
\$450 Eric Hallberg

001-000-358-700

FISCAL NOTE:

All of these contracts are usage agreements.

AUTHORIZATION HISTORY:

N/A

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.

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 the STARKVILLE COWBOYS, represented by RODNEY JOHNSON, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from May 19, 2021 to November 4th, 2021. The City will permit the User to use the football field at JL King Park located at 400 N. Long Street Starkville, Mississippi 39759 from 5:30 p.m. - 7:00 p.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 a 24 hours' notice if changes occur. Based on conversation between the User and the City, the dates of May 31st, every Monday and Thursday throughout June, and every Monday, Tuesday and Thursday beginning on July 1st through November 4th, have been requested and both parties have reviewed and approved the requested Facility dates.

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

1.4 The User will owe the City \$2,287.00 for use of the JL King Football Field.

1.5 In Exchange of paying \$2,287.00, the User shall provide 228.75 hours of in kind services.

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 May 24, 2021 and are due back to the City by May 31, 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 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.
- 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

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. each day of use 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 May 31, 2021. This key opens the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Facility. Upon failure to return the key, the User will pay a \$500 fine to the City.

4. INDEMNIFICATION

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

5. RELEASE

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

6. MISCELLANEOUS TERMS

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

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

6.3 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

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

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

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

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance

2. Background Check Report for Head Coach and Assistant Coach

RODNEY JOHNSON - STARKVILLE COWBOYS

Printed Name: _____ Date: _____

Signature: _____ Title: _____

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

Printed Name: _____ Date: _____

Signature: _____ Title: _____

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 SRI LANKAN ASSOCIATION, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect on May 15, 2021. The City will permit the User to use Carlisle Family Field located at the McKee Park 405 Lynn Lane, Starkville, Mississippi 39759 from 9 a.m to 4 p.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 a 24 hours' notice if changes occur. Based on conversation between the User and the City, the date of May 15, 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 owe the City \$175 for use of the Carlisle Family Field.

1.5 The User paid \$100 on April 26th to go towards his payment. The remaining balance of \$75 will be paid for through in kind service hours. User will owe City 7.5 in kind service hours to be completed by August 15th, 2021.

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

- a) Picking up ground litter from field and surrounding areas, prior to leaving after use of the field.
- b) 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 7, 2021 and are due back to the City by May 14, 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 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.
- 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 May 10th, 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) Providing portable bathrooms

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 May 14, 2021 if the facility needs to close.

2. INSURANCE REQUIREMENTS

2.1 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility & the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than \$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance & shall not contribute to it.

3. INDEMNIFICATION

3.1 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.

4. RELEASE

4.1 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.

5. MISCELLANEOUS TERMS

5.1 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.

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

5.3 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.

5.4 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.

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

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

SRI LANKAN ASSOCIATION

Printed Name: _____ Date: _____

Signature: _____ Title: _____

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

Printed Name: _____ Date: _____

Signature: _____ Title: _____

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 ERIC HALLBERG, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from May 19, 2021 to June 23, 2021 with Eric Hallberg. The City will permit the User to use Security Solutions field, concession stand restrooms and the parking lot located at McKee Park, 405 Lynn Lane, Starkville, Mississippi 39759 from 5:30 p.m. to 8:30 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 May 19th, May 26th, June 2nd, June 9th, June 16th and June 23rd 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 owe the City \$450 for use of Security Solutions Baseball field at McKee Park, the field lights and field prep including dragging the field and lining the field.

1.5 In Exchange of paying \$450, the User shall provide 45 hours of in-kind services.

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

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

b) Turning on and off field lights.

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 May 10th, 2021 and are due back to the City by May 19th, 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 May 10, 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) Providing portable bathrooms

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 day of the event if the facility needs to close.

c) Prepping and lining Security Solutions baseball field

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 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 May 19th, 2021. This key opens the lock to turn on the field lights. 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.

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

Printed Name: _____ Date: _____

Signature: _____ Title: _____

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: _____ Date: _____

Signature: _____ Title: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 16 March 2021
PAGE: 1 of 5

SUBJECT: Discussion and Consideration for change order #3, to install Geogrid and 6" of limestone for the Cornerstone construction at a price of \$49,719.

AMOUNT & SOURCE OF FUNDING:

\$49,719.00

Cornerstone Bond

FISCAL NOTE:

Cornerstone Bond

AUTHORIZATION HISTORY:

Funds has been approved in Cornerstone Bond. This will be removed from Phase three and placed in phase 2 to assist with required access with out further delays.

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.

Cornerstone Park - Phase 2 **CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 2	CHANGE ORDER NO. 3
OWNER:	City of Starkville	DATE: 4/9/2021
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	Option A - Lines 1, 4, 5, 6		\$49,719.00
	Install Geogrid and 6" of limestone		
	TOTALS	\$0.00	\$49,719.00
		OVERALL TOTAL	\$49,719.00

JUSTIFICATION: Gravel to be placed to provide access for heavy equipment to quads.

The amount of the Original Contract was:	\$3,260,700.00
Change Order #1 increased the contract amount by:	\$8,067.42
Change Order #2 increased the contract amount by:	\$55,425.00
Change Order #3 increased the contract amount by:	\$49,719.00
The Contract Total including this change order will be:	\$3,318,486.42

The Original Contract Completion Date was:	September 20, 2021
Change Order 2 increased the Contract Completion Date by the following # of days:	"25"
Change Order 3 increased the Contract Completion Date by the following # of days:	"10"
The new Contract Completion Date will be:	October 25, 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

T & M Steel Erectors, Inc

General Contractors

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

[*tmsteel@cablone.net*](mailto:tmsteel@cablone.net)

REVISED

April 8, 2021

Justin Zahner
Shafer Zahner Zahner, PLLC
Starkville, MS

RE: RFP Change Order 1 – Access to Quads

We propose to furnish labor, materials, and equipment to complete the work outlined in the drawing labeled Change Order No. 1 Attachment

Option A Lines 1,4,5, & 6	\$ 49,719.00
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Option B Lines 1,4,5, & 6	\$ 81,100.00
---------------------------	--------------

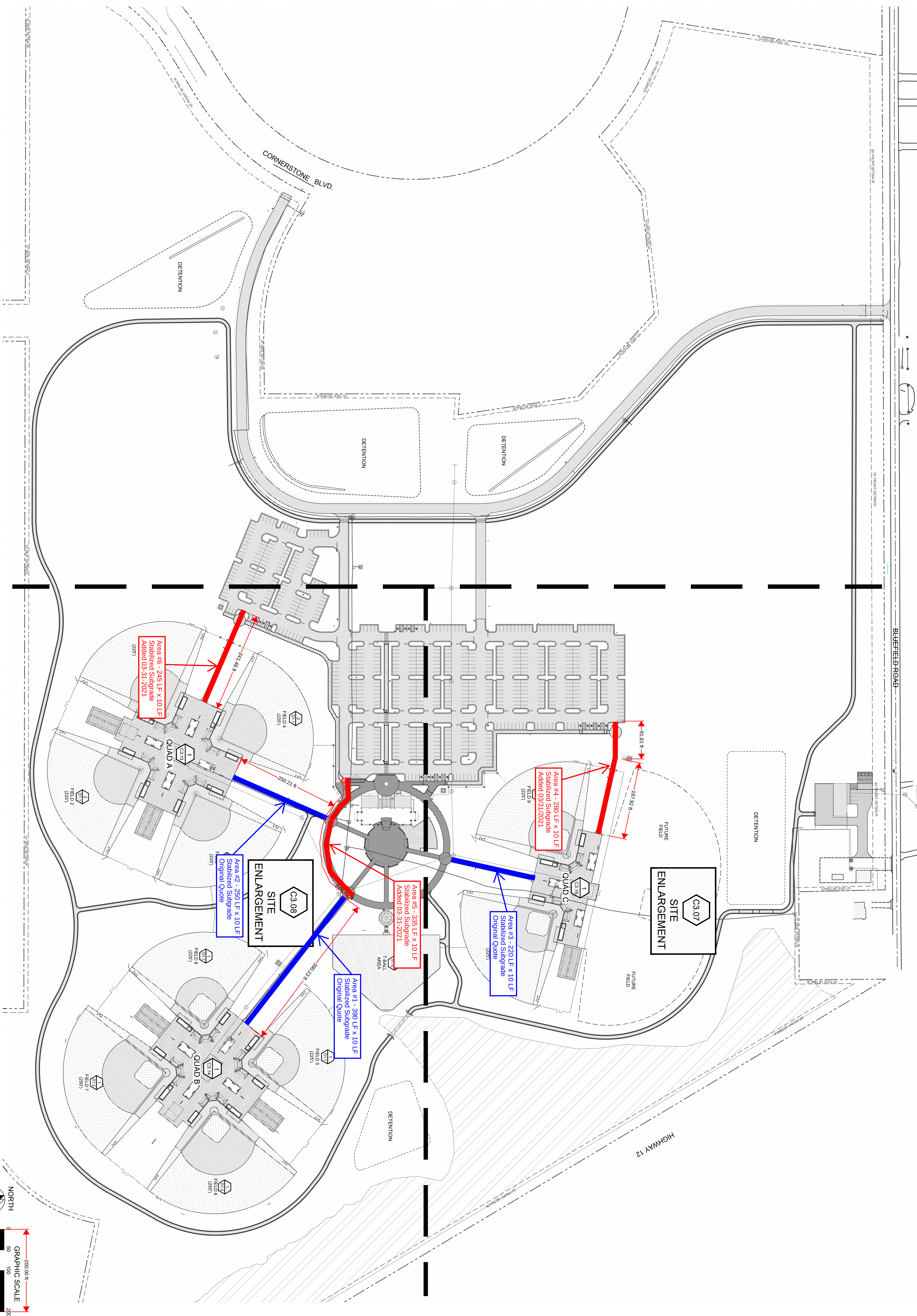
We will proof all areas prior to placing Geo Grind and if there is a failure we will excavate and fill area at a cost of \$33.00 per cubic yard.

Please add 10 calendar days to our contract for this change

Respectfully Submitted,

Tom K. Sneed

Tom Sneed
Construction Manager



OVERALL SITE PLAN
CORNERSTONE PARK - PHASE 3
HIGHWAY 25, STARKVILLE, MISSISSIPPI

CONSULTANTS:

[illegible]

DRAWING NUMBER

C3.05

CHANGE ORDER NO. 1 ATTACHMENT

NOTES - CHANGE ORDER NO. 1:

UNIT PRICE FOR STABILIZED SUBGRADE AREAS SHALL INCLUDE REMOVING TOP LAYER OF EXISTING SUBGRADE MATERIAL AND STOCKPILING OR REUSING AT AN APPROVED LOCATION WITH OWNER'S PROJECT REPRESENTATIVE IN ORDER TO MEET MINIMUM THICKNESS OF CRUSHED LIMESTONE REQUIRED UNDER OPTION A OR OPTION B. SEE DETAIL THIS SHEET.

ESTIMATED IN PLACE (FINAL MEASURE, FM) QUANTITIES

- AREA 1 - OPTION A: 80 CUBIC YARDS
- AREA 1 - OPTION B: 160 CUBIC YARDS
- AREA 2 - OPTION A: 50 CUBIC YARDS
- AREA 2 - OPTION B: 100 CUBIC YARDS
- AREA 3 - OPTION A: 45 CUBIC YARDS
- AREA 3 - OPTION B: 90 CUBIC YARDS
- TOTAL - OPTION A: 175 CUBIC YARDS
- TOTAL - OPTION B: 350 CUBIC YARDS

CONTRACTOR SHALL PROVIDE HAUL LOAD TICKETS TO OWNER AS FINAL RECORD AND ACCEPTANCE OF STABILIZED SUBGRADE WORK. ALL GEOTEXTILE FABRIC OR GEOGRID SHALL BE ABSORBED IN THE COST OF STABILIZED SUBGRADE WORK (NO PAY ITEM).

RESTROOM QUAD A

BID ALTERNATE:
QUAD A RESTROOM
BUILDING AND ALL BUILDING
APPROPRIANCES ARE PART
OF THE RESTROOM BID
ALTERNATE #1.

220' LONG x 10' WIDE - AREA 3
STABILIZED SUBGRADE
OPTION A OR OPTION B
(CHANGE ORDER NO. 1)

390' LONG x 10' WIDE - AREA 1
STABILIZED SUBGRADE
OPTION A OR OPTION B
(CHANGE ORDER NO. 1)

250' LONG x 10' WIDE - AREA 2
STABILIZED SUBGRADE
OPTION A OR OPTION B
(CHANGE ORDER NO. 1)

BID ALTERNATE:
QUAD C RESTROOM
BUILDING AND ALL BUILDING
APPROPRIANCES ARE PART
OF THE RESTROOM BID
ALTERNATE #2.

RESTROOM QUAD C

SITE PAVING / CONCRETE IN PHASE III.
PACKAGE IS NOT A PART OF THIS BID.
BALL FIELDS, GRASS AND TUBE IN PHASE III.
PACKAGE IS NOT A PART OF THIS BID.

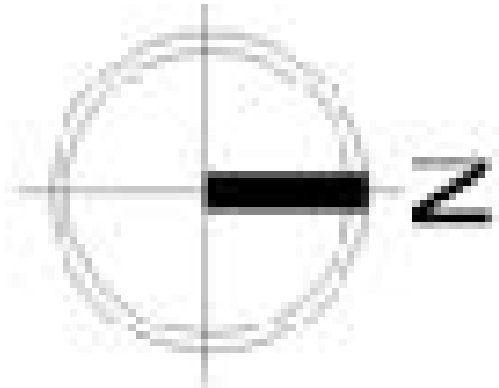
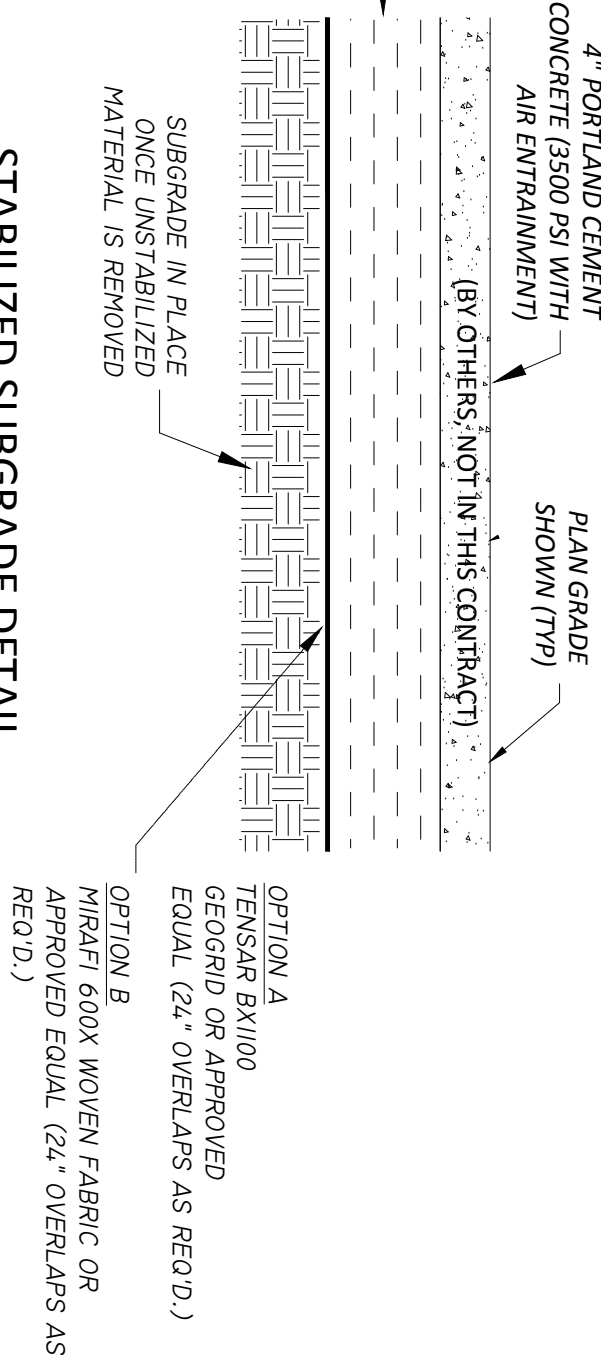
BALL FIELDS, GRASS AND TUBE IN PHASE III.
PACKAGE IS NOT A PART OF THIS BID.
SITE PAVING / CONCRETE IN PHASE III.
PACKAGE IS NOT A PART OF THIS BID.

- OPTION A - STABILIZED SUBGRADE
6" NO. 610 CR. LIMESTONE
MEETING MDOT SPECS. COMPACTED
TO A MINIMUM OF 98% OF THE
STANDARD (ASTM D681) DENSITY
OR NO. 57 CR. LIMESTONE
MEETING MDOT SPECS.
- OPTION B - STABILIZED SUBGRADE
12" NO. 610 CR. LIMESTONE
TO A MINIMUM OF 98% OF THE
STANDARD (ASTM D681) DENSITY
OR MEETING MDOT SPECS.
- NOTE: NO. 825 B CRUSHED
CONCRETE MEETING MDOT
SPECS. MAY SUBSTITUTED
FOR NO. 610 OR NO. 57 CR.
LIMESTONE

STABILIZED SUBGRADE DETAIL

NOT TO SCALE

NOTE: COMPACTION OF NO. 57 CRUSHED LIMESTONE AND/OR CRUSHED
CONCRETE SHALL BE CONSIDERED ADEQUATE WHEN A 7200
CONCRETE TRUCK (72,000 LB.) DOES NOT ROLL WITH A PROOF
ROLL.



SCALE: NONE

Geotextile fabric per square yard to be figured
into the price of the stone per cubic yard.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 4 May 2021
PAGE: 1 of 3

SUBJECT: Discussion and Consideration to enter into a Usage Agreement for MaxSouth Broadband for a telephone and WIFI at a cost of \$ 79.98 Monthly for 36 months.

AMOUNT & SOURCE OF FUNDING:

\$2879.28

001-550-630-402

FISCAL NOTE:

The monthly rate will be \$124.94 for a total of 36 Months.

AUTHORIZATION HISTORY:

The Moncrief pool does not have a phone or WIFI. To run the current computer systems and provide online transactions, and answer customers these services need to be installed.

**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.

Business Services Customer Agreement

Customer Information

Company Name:	City of Starkville – Moncrief Park
Address Line 1:	
Address Line 2:	
City, State, Zip:	Starkville, MS 39759
Main Phone Number:	
Primary Contact Person:	Matt Addy
Primary E-mail Address:	

Billing Information

Billing Contact Person:	
Telephone/Extension:	
E-mail Address:	
Billing Address:	
City, State, Zip:	Starkville, MS 39759

MaxxSouth Broadband Business Account Executive: **Emily Miles**

Contact Number: 662.341.5787 E-mail Address: Emily.Miles@MaxxSouth.com

The monthly Recurring Charges (“MRC”) and Non- Recurring Charges specified in this Business Services Customer Agreement (“BSCA”) are exclusive of taxes, surcharges and fees to be imposed by MaxxSouth Broadband (“MaxxSouth”) including but not limited to applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law (collectively, the “Fees”).

By agreeing to maintain the Service(s) with your account in good standing for the duration of the Service Term indicated in this BSCA, the MRC listed below (plus fees) will apply during this period. MaxxSouth reserves the right to apply standard rate increases in a yearly basis, which may be applied to the MRC, on a date determined by MaxxSouth, regardless of customer’s installation date. Customer agrees that if Services are cancelled, downgraded, or disconnected for any reason during the Service Term indicated within this document, Customer will immediately pay an Early Termination Fee (“ETF”) equal to the number of months left of the Agreement Term (calculated from the day Service(s) were installed), multiplied by the MRC. Unless Customer provides at least a 60-day written notice to MaxxSouth Broadband, this BSCA will auto-renew on a “month-to-month” basis, upon termination of the original Agreement Term or any additional renewal terms. All notices, including any request for cancellation, downgrading, or disconnection of the Services as outlined in this BSCA must be submitted in writing, to MaxxBusinessCustomerService@maxxsouth.com or via fax to (662)728-1218.

The undersign agrees that MaxxSouth services under this BSCA, and all other MaxxSouth services, are governed not only by this agreement, but the Service Agreement for MaxxSouth Broadband Services, the Internet

Acceptable Use Policy and all other policies and requirements set by **MaxxSouth**. Furthermore, by executing this BSCA, the undersigned understands that no **MaxxSouth** service (current or future), including all portions of the service, equipment, bandwidth, etc., can be resold without the express written consent of **MaxxSouth**. A copy of the **MaxxSouth** policies and other requirements can be found on the **MaxxSouth** website at www.maxxsouth.com.

MaxxSouth Service(s)	Quantity	Agreement Term (Months)	Monthly Recurring Charges	Non-Recurring Charges
50Mbps x 50Mbps Fiber Internet	1	36	\$ 49.99	\$ 0.00
Unlimited US and Canada Phone/Fax Line	1	36	\$ 29.99	\$ 0.00
Totals	2	36	\$ 79.98	\$ 0.00

The undersigned represents that he/she is authorized to enter into this BSCA on behalf of Customer, and acknowledges that he or she has read, understands and agrees to the terms within this agreement and, by executing this BSCA, Customer is requesting, and agrees to pay for, the Service(s) identified herein. This agreement will go into effect once it is executed by Customer, or at the time each Service governed by this agreement is installed, whichever comes later.

Customer Authorized Party

Printed Name: _____

Title: _____

Signature: _____

Date Signed: ____/____/____

MaxxSouth Authorized Party

Printed Name: Emily Miles

Title: **MaxxSouth** Business Account Executive

Signature: *Emily Miles*

Date Signed: 04 / 28 /2021

For questions regarding billing or your services, please contact Business Customer Service at **1-866-362-2383** or via e-mail at MaxxBusinessCustomerService@MaxxSouth.com. For technical inquiries please contact our 24/7 Technical Support Team at **1-800-457-5351**.



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

AGENDA ITEM NO:
AGENDA DATE: May 4, 2021
PAGE: 1

SUBJECT: Request authorization to accept the sole reverse auction bid from Terex Utilities for a 6 x 4 tandem axle truck with eighty (80) foot hydraulic derrick (equipment only) as a replacement for the existing digger/derrick truck #46 in the amount of \$457,500.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the sole reverse auction bid from Terex Utilities for a 6 x 4 tandem axle truck with eighty (80) foot hydraulic derrick (equipment only) as a replacement for the existing digger/derrick truck #46 in the amount of \$457,500.00.



April 15, 2021

Mr. Jacob Forrester, Asst. General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Four-Wheel Drive Truck with Eighty (80) Foot Hydraulic Derrick (Re-Bid)
Starkville Utilities

Terry,

We have completed the reverse auction process for the referenced digger derrick truck. Please find enclosed a certified tabulation of bids received for this digger derrick truck received by Starkville Utilities on April 15, 2021. Terex Utilities provided the sole reverse auction bid in the amount of **\$457,500.00**. I recommend that Starkville Utilities award the Purchase Order for this digger derrick truck to Terex Utilities.

Feel free to contact me if you have questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E6012

STARKVILLE UTILITIES
TABULATION OF REVERSE AUCTION BIDS
6 x 4 TANDEM AXLE TRUCK WITH 80' HYDRAULIC DERRICK (RE-BID)

Bidder	Manufacturer & Type	Warranty Length	Time of Delivery	Reverse Auction Price
Terex Industries	Terex General 80	Standard 12 Month Warranty	390-450 Days ARO	\$457,500.00

I hereby certify that this is a true and correct tabulation of the reverse auction bids received for a 6 x 4 Tandem Axle Truck with 80' Hydraulic Derrick received by Starkville Utilities on April 15, 2021.



 Jeffrey Atwell, P.E.