



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
August 3, 2021

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
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

**COO / Human
Resources Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Leigh-Anne Sallis

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Interim Director**
Chris Smiley

Airport Director
Rodney Lincoln

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

REGULAR MEETING OF TUESDAY, AUGUST 3, 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 JULY 6, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 16, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

National Night Out On Crime is from 6-9 pm at Sportsplex

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

JOHN BATEMAN, STARKVILLE AREA ARTS COUNCIL EXECUTIVE DIRECTOR

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-07: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS LOCATED AT 100 EAST MAIN STREET (RESTAURANT TYLER) IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 1118P-00-317.00.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 10 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

SECOND PUBLIC HEARING CONCERNING AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

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

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE 2021-2022 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 17, 2021 MEETING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A FLIGHT SCHOOL OPERATIONS AGREEMENT TEMPLATE.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A RESIDENTIAL DEVELOPMENT SIGN WITHIN THE RIGHT-OF-WAY AT THE ENTRANCE TO THE OAKVALE SUBDIVISION ON FIELDGATE DRIVE.

2. CONSIDERATION OF REAPPOINTING CYNDI SULLIVAN AND CHRISTOPHER HUNTER, SOLE APPLICANTS, TO THE HISTORIC PRESERVATION COMMISSION WITH 3 YEAR TERMS EXPIRING ON JULY 31, 2024.

3. DISCUSSION AND CONSIDERATION OF COA 21-05: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 410 GREENSBORO STREET ON A PARCEL THAT IS CURRENTLY ZONED TN-E WITH THE PROPERTY # 118O-00-298.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE BOARD ORDER APPROVING THE APPLICATION OF THE PLEASANT ACRES BRIDGE REPLACEMENT FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HOLLYWOOD DRIVE DRAINAGE PROJECT FROM JONATHAN BURNS CONSTRUCTION IN THE AMOUNT OF \$20,260.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

3. CONSIDERATION OF DECLARING DRAINAGE PIPE AS SURPLUS AND AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 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. REQUEST AUTHORIZATION TO HIRE BENJAMIN MARK WOJNO AS CERTIFIED POLICE OFFICER.

2. REQUEST AUTHORIZATION TO HIRE GUYVESTER DOBBS AND JOHN PUGH AS CERTIFIED FIREFIGHTERS.

3. REQUEST AUTHORIZATION TO HIRE KAREN CRECINK AS A PART-TIME PAYROLL CLERK IN THE CITY CLERK'S OFFICE.

4. REQUEST AUTHORIZATION TO HIRE KASEY TRAINER AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.

5. REQUEST AUTHORIZATION TO HIRE KENNETH BRIGGS AND MELVIN DAVIS AS MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR A LEAD LANDSCAPE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR THE LOWER QUOTE OF \$16,038.50 WITH A \$1,080.00 COST FOR CLOUD ACCESS SOFTWARE FROM SECURITY SOLUTIONS FOR THE PURCHASE OF AN ELECTRONIC DOOR ACCESS CONTROL SYSTEM FOR CITY HALL.

I. PARKS

1. CHANGE ORDER FOR CORNERSTONE PARK TO INCLUDE A KNEE WALL AND SIGNAGE FOR THE PLAZA SPONSORED BY RICHARD ADKERSON.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF RELEASE OF OVERHEAD UTILITY EASEMENT RELATED TO VISTA STARKVILLE, LLC.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR C900 PIPE (MATERIAL ONLY) FOR LONGVIEW ROAD PROJECT IN THE AMOUNT OF \$14,875.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 17, 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: 8-3-21
PAGE: 1 of 64

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

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

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 6, 2021**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on July 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 Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Brooks asked that his recusal be noted on item IX. A. (demolitions of buildings 4, 5 and 8, Everglade Ave) and XI. J. 2. a. (call for public hearing on building 10, Everglade Ave).

Mayor called for a motion to approve the agenda with consent items.

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

Alderman Carver offered a motion, duly seconded by Alderman Rupp, to approve the July 6, 2021 Official Agenda. 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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, JULY 6, 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**

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 JUNE 1, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 11, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 25, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

OKTIBBEHA COUNTY HUMANE SOCIETY – RICK WELCH

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF AUTHORIZING THE CITY TO PROCEED UTILIZING CITY STAFF AND RESOURCES WITH THE DEMOLITION OF BUILDINGS 4, 5, AND 8 LOCATED AT 305 EVERGLADE AVENUE WITH PARCEL NUMBER 118K-00-016.00, THE SAME HAVING BEEN DECLARED BY THE STARKVILLE BOARD OF ALDERMEN ON MAY 18, 2021, TO BE DILAPIDATED, UNSAFE, UNFIT FOR HUMAN OCCUPANCY, AND A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISS. CODE ANN. §21-19-11, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY CONTRACTS AND/OR PERMITS RELATING TO SAME.

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

- C. CONSIDERATION OF AN AGREEMENT WITH BIRD SCOOTER COMPANY REGARDING OPERATIONS IN THE CITY OF STARKVILLE.
- D. CONSIDERATION OF CALLING FOR A PUBLIC HEARING FOR AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN ROY A. PERKINS AS THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2021-2025 IN ACCORDANCE WITH MS CODE §21-3-13.
- B. CONSIDERATION OF APPOINTMENT OF ALDERMAN SANDRA SISTRUNK AS THE CITY'S BUDGET CHAIR FOR THE TERM OF JULY 6, 2021 THROUGH JUNE 30, 2025.
- C. CONSIDERATION OF THE REAPPOINTMENTS OF ROWAN HAUG, JESSICA HILL, P. C. MCLAURIN, SETH POUNDS AND DAVE WILLIAMS TO THE MUNICIPAL ELECTION COMMISSION.
- D. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.
- E. CONSIDERATION OF THE REAPPOINTMENT OF LESA HARDIN AS CITY CLERK AND DIRECTOR OF FINANCE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.
- F. CONSIDERATION OF THE REAPPOINTMENT OF MARK BALLARD AS POLICE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.
- G. CONSIDERATION OF THE REAPPOINTMENT OF NAVARETTE ASHFORD AS THE HUMAN RESOURCE DIRECTOR AND CHIEF OPERATING OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- H. CONSIDERATION OF THE REAPPOINTMENT OF BRIAN KELLEY AS THE MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.
- I. CONSIDERATION OF THE REAPPOINTMENT OF CAROLINE MOORE AS THE MUNICIPAL PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.
- J. CONSIDERATION OF THE REAPPOINTMENT OF LEIGH ANN SALLIS AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

- K. CONSIDERATION OF THE REAPPOINTMENT OF CHARLES YARBROUGH AS THE FIRE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- L. CONSIDERATION OF THE REAPPOINTMENT OF TERRY KEMP AS THE GENERAL MANAGER OF STARKVILLE UTILITIES FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- M. CONSIDERATION OF THE REAPPOINTMENT OF BRANDON DOHERTY AS THE DIRECTOR OF THE PARK AND RECREATION DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- N. CONSIDERATION OF THE REAPPOINTMENT OF EDWARD KEMP AS THE DIRECTOR OF THE ENGINEERING AND STREET DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- O. CONSIDERATION OF THE REAPPOINTMENT OF JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- P. CONSIDERATION OF THE REAPPOINTMENT OF CHRIS LATIMER OF MITCHELL, MCNUTT AND SAMS AS THE CITY'S LEGAL SERVICES PROVIDER.
- Q. CONSIDERATION OF A RESOLUTION APPOINTING A 2021 VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE 2021 MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF THE SOLE APPLICANTS CARL SMITH FOR POTENTIAL APPOINTMENT FOR THE VACANCY IN WARD 4 AND KIM MORELAND FOR THE VACANCY IN WARD 1 TO TERMS ENDING JUNE 30, 2027, OF THE STARKVILLE PLANNING AND ZONING COMMISSION.
- 2. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2021 COTTON DISTRICT ARTS FESTIVAL OCTOBER 2, 2021, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT FOR ENVIRONMENTAL, HYDRAULIC AND RIGHT OF WAY SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM NEEL SCHAFER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 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.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR SAVANNA SANCHEZ TO TRAVEL TO MUSCLE SHOALS, AL (MUSCLE SHOALS REGIONAL TRAINING CENTER – ALABAMA FIRE COLLEGE) TO ATTEND AIRPORT FIREFIGHTER CLASS JULY 19 – 23, 2021 AT AN APPROXIMATE COST OF \$1,294.24.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRADLEY GORDON AND GABRIEL TEXIDO AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KATHLEEN CURTIS AND CHRISTOPHER THOMPSON AS DEPUTY COURT CLERKS.
3. CONSIDERATION TO RE-EMPLOYEE RODNEY LINCOLN AS THE AIRPORT DIRECTOR.
4. REQUEST AUTHORIZATION TO HIRE KENDRICK BISHOP, MARCO LOFTON, AND RAHSHUAN RANDLE AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE MARY WILLIAMS AS A PROJECT MANAGER IN THE ENGINEERING DEPARTMENT TO OVERSEE CAPITAL IMPROVEMENT PROJECTS FOR PARKS AND RECREATION.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO APPROVE THE PURCHASE OF ONE SCAG WINDSTORM BLOWER AT \$9,117.00 AND ONE SCAG TRUCK LOADER AT \$10,766.00 FROM STATE CONTRACT #8200055864.
2. REQUEST APPROVAL TO DECLARE A 2015 DODGE RAM # 1D7HAI8N02JI96658, (1) RYAN JR SOD CUTTER LM6081, (1) TROY BUILD POWER SPRAYER #1508255657371, TRACTOR ATTACHMENT SPRAYER AND VARIOUS SCRAP ITEMS AS SURPLUS AND SELL ON GOVDEALS.COM.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWER BID FROM GREGORY CONSTRUCTION FOR SPORTSPLEX PARKING LOT BASE BID WITH ALTERNATES B2.1 CONCRETE WORK, B2.4 SIDEWALK CONNECTOR TO LYNN LANE, B2.6 LIGHTING SYSTEM FOR A TOTAL OF \$851,300 AND LOWER BID OF SPORTS CONTRACTORS UNLIMITED FOR THE ARTIFICIAL FIELD AT THE SPORTSPLEX WITH ALTERNATES A2.1 AND A2.3 FOR A TOTAL OF \$1,308,000.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE 10 HAVIS DELL DOCKING STATIONS AND 10 COMPUTER MOUNTING SYSTEMS FOR THE 2021 DODGE CHARGERS FROM DANA SAFETY SUPPLY, INC, THE LOWEST QUOTE, IN THE AMOUNT OF \$8,595.00.
- b. REQUEST APPROVAL OF AN AGREEMENT WITH LEADSONLINE LLC AGENCY TO ASSIST IN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATIONS.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVENUE, BUILDING #10, WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO DECLARE UNUSABLE APPROXIMATELY 40 DUMPSTERS AS SURPLUS PROPERTY AND ADVERTISE FOR SALE ON GOVDEALS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PIPELINE CROSSING CONTRACT AGREEMENT WITH KANSAS CITY SOUTHERN RAILWAY COMPANY FOR A SANITY SEWER LINE CROSSING ASSOCIATED WITH THE OPERATIONS CENTER RENOVATION PROJECT.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR THE ASPHALT REPAIRS AT 801 RUSSELL STREET IN THE AMOUNT OF \$7,000.00.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SPRINGER ENGINEERING, INC FOR ENGINEERING SERVICES FOR THE BABYLON ROAD SANITARY SEWER IMPROVEMENT PROJECT.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

POTENTIAL SALE OF LAND INTEREST

XV. **OPEN SESSION**

XVI. **RECESS UNTIL JULY 20, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 40:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 1, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 1, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 11, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 11, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JUNE 25, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 25, 2021 special call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AUTHORIZING THE CITY TO PROCEED UTILIZING CITY STAFF AND RESOURCES WITH THE DEMOLITION OF BUILDINGS 4, 5, AND 8 LOCATED AT 305 EVERGLADE AVENUE WITH PARCEL NUMBER 118K-00-016.00, THE SAME HAVING BEEN DECLARED BY THE STARKVILLE BOARD OF ALDERMEN ON MAY 18, 2021, TO BE DILAPIDATED, UNSAFE, UNFIT FOR HUMAN OCCUPANCY, AND A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISS. CODE ANN. §21-19-11, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY CONTRACTS AND/OR PERMITS RELATING TO SAME.

Note: Alderman Brooks recused himself from this item.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board, to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “authorization for the city to proceed utilizing city staff and resources with the demolition of buildings 4, 5 and 8 located at 305 Everglade Avenue with Parcel Number 118K-00-016.00, the same having been declared on May 18, 2021, a menace as defined in Miss. Code Ann. § 21-19-11 to the public health, safety and welfare of the community such that demolition should occur and to include authorizing the Mayor to approve the lower of two quotes for security fencing and all other necessary requirements for such demolition” is enumerated, this consent item is thereby approved.

6. 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 Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 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: July 6, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

7. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN ROY A'. PERKINS AS THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2021-2025 IN ACCORDANCE WITH MS CODE §21-3-13.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Alderman Roy A'. Perkins as the Mayor Pro Tempore for the legislative term of 2021-2025 in accordance with MS Code §21-3-13" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN SANDRA SISTRUNK AS THE CITY'S BUDGET CHAIR FOR THE TERM OF JULY 6, 2021 THROUGH JUNE 30, 2025.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Alderman Sandra Sistrunk as the city's budget chair for the term of July 6, 2021 through June 30, 2025" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE REAPPOINTMENTS OF ROWAN HAUG, JESSICA HILL, P. C. MCLAURIN, SETH POUNDS AND DAVE WILLIAMS TO THE MUNICIPAL ELECTION COMMISSION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointments of Rowan Haug, Jessica Hill, P. C. McLaurin, Seth Pounds and Dave Williams to the Municipal Election Commission" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the adoption of the Standard Code of Parliamentary Procedure, 4th Edition, by Alice Sturgis as the parliamentary rules for the conduct of Board of Aldermen meetings" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE REAPPOINTMENT OF LESA HARDIN AS CITY CLERK AND DIRECTOR OF FINANCE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Lesa Hardin as City Clerk and Director of Finance for the City of Starkville in accordance with MS CODE §21-3-3 ET. SEQ" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE REAPPOINTMENT OF MARK BALLARD AS POLICE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Mark Ballard as Police Chief for the City of Starkville in accordance with MS CODE §21-3-3 ET. SEQ” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF THE REAPPOINTMENT OF NAVARETTE ASHFORD AS THE HUMAN RESOURCE DIRECTOR AND CHIEF OPERATING OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Navarette Ashford as Human Resource Director and Chief Operating Officer for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE REAPPOINTMENT OF BRIAN KELLEY AS THE MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Brian Kelley as Municipal Judge for the City of Starkville in accordance with MS CODE §21-23-3” is enumerated, this consent item is thereby approved”.

15. CONSIDERATION OF THE REAPPOINTMENT OF CAROLINE MOORE AS THE MUNICIPAL PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Caroline Moore as Municipal Prosecutor for the City of Starkville in accordance with MS CODE §21-23-3” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE REAPPOINTMENT OF LEIGH ANN SALLIS AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-11.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Leigh Ann Sallis as Court Administrator for the City of Starkville in accordance with MS CODE §21-23-11” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE REAPPOINTMENT OF CHARLES YARBROUGH AS THE FIRE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Charles Yarbrough as Fire Chief for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved”.

18. CONSIDERATION OF THE REAPPOINTMENT OF TERRY KEMP AS THE GENERAL MANAGER OF STARKVILLE UTILITIES FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Terry Kemp as General Manager of Starkville Utilities for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE REAPPOINTMENT OF BRANDON DOHERTY AS THE DIRECTOR OF THE PARK AND RECREATION DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Brandon Doherty as Director of the Park and Recreation Department for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE REAPPOINTMENT OF EDWARD KEMP AS THE DIRECTOR OF THE ENGINEERING AND STREET DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Edward Kemp as Director of the Engineering and Street Department for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF THE REAPPOINTMENT OF JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Joel Clements as Information Technology Director for the City of Starkville in accordance with MS CODE §21-3-5” is enumerated, this consent item is thereby approved”.

22. CONSIDERATION OF THE REAPPOINTMENT OF CHRIS LATIMER OF MITCHELL, MCNUTT AND SAMS AS THE CITY’S LEGAL SERVICES PROVIDER.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the reappointment of Chris Latimer of Mitchell, McNutt and Sams as the city’s legal services provider” is enumerated, this consent item is thereby approved. The agreement follows this page.

**CITY OF STARKVILLE
CONTRACT FOR LEGAL SERVICES**

MITCHELL, McNUTT & SAMS, P.A.

July 6, 2021 - June 30, 2025

DESCRIPTION OF SERVICES: This firm, through Christopher J. Latimer, proposes to continue serving as general counsel to the Mayor and Board of Aldermen of the City of Starkville, which will include the following:

1. Provide legal counsel on administration of municipal government, the exercise of municipal authority and police power, the preparation of official actions of the Mayor and Board of Aldermen, review of minutes, and attendance at regular and special meetings of the Board of Aldermen and Starkville Planning and Zoning Commission.

2. Serve as litigation counsel for the protection of the municipality and its public officials against liability; representation in state and federal courts and before administrative boards and commissions.

3. Legal services and advice regarding labor and employment, municipal taxation and finance, purchasing and government contracts, building and environmental regulations, and other general and/or routine legal issues. Such services will be upon demand and provided only at the request of those persons authorized by the Mayor and Board of Aldermen.

4. Legal services and advice regarding the issuance of bonds and other debt instruments by the City.

5. Rates for legal services will be as follows:

- \$160/hour for shareholders; \$120/hour for associates. These rates shall be fixed for the duration of the proposed four-year term.
- \$90/hour for paralegals, which shall also be a fixed rate for the four-year term.
- The City will not be charged for any time or expenses incurred for counsel's travel to or from the City from any of the firm's offices.

6. In addition to the fees listed above, fees for legal services as municipal counsel for the issuer on bonds and other debt instruments shall be 1% of a bond issuance

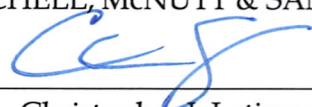
up to \$3 million, and ½% of any bond issuance over \$3 million. This fee can include, among other things, review and editing of bond resolutions and associated documents, drafting various opinion letters validating the legality of the bonds, and validating the bonds in Chancery Court. Out-of-pocket expenses, including cost of publication and filing fees, will be billed separately. In the event the bonds are never issued, such that there is no percentage fee to collect, the bond work leading up to an issuance shall be billed at \$190/hour.

7. If Christopher J. Latimer is delayed, for example, by involvement in depositions, trial, meetings, out-of-state work or travel, from immediately addressing an urgent and necessitous task of the City of Starkville, one of his law partners or associates may fill in on that task at Mr. Latimer's direction, depending upon who is best suited for the task. In addition, Mr. Latimer may direct the firm's associates, or other members of the firm, to attend City meetings and work on City tasks if necessary for full, expedient, and value-based service to the City. Further, the Mayor and Board of Aldermen reserve the right to employ other counsel for any matter if such action is deemed to be in the best interest of the City of Starkville.

8. It is the goal of this firm to provide legal services to the City of Starkville for the next term within a budgeted level as established by the administration and the Board of Aldermen.

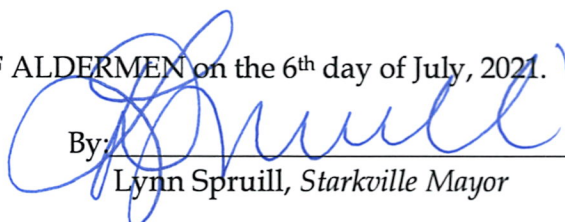
9. This proposal does not include legal services as municipal prosecutor, municipal public defender or municipal judge or services related to municipal court, as such services are performed by other independent counsel retained and/or employed by the City.

MITCHELL, McNUTT & SAMS, P.A.

By: 

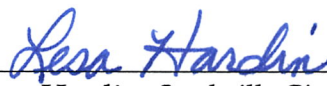
Christopher J. Latimer

APPROVED BY MAYOR AND BOARD OF ALDERMEN on the 6th day of July, 2021.

By: 

Lynn Spruill, Starkville Mayor

ATTEST:


Lesa Hardin, Starkville City Clerk

23. CONSIDERATION OF THE SOLE APPLICANTS CARL SMITH FOR POTENTIAL APPOINTMENT FOR THE VACANCY IN WARD 4 AND KIM MORELAND FOR THE VACANCY IN WARD 1 TO TERMS ENDING JUNE 30, 2027, OF THE STARKVILLE PLANNING AND ZONING COMMISSION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of appointing Carl Smith as the Ward 4 commissioner and Kim Moreland as the Ward 1 commissioner of the Planning and Zoning Commission with 6 year terms expiring on June 30, 2027” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2021 COTTON DISTRICT ARTS FESTIVAL OCTOBER 2, 2021, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by the Starkville Area Arts Council to hold the 2021 Cotton District Arts Festival on October 2, 2021 and have City participation with in-kind services” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL OF THE SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT FOR ENVIRONMENTAL, HYDRAULIC AND RIGHT OF WAY SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM NEEL SCHAFER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the supplemental engineering services agreement for environmental, hydraulic and right of way services for the Old West Point Road Bridge Project from Neel Schaffer and authorizing the Mayor to execute the agreement” is enumerated, this consent item is thereby approved.

The agreement follows this page.

26. CONSIDERATION TO ALLOW SAVANNA SANCHEZ TO TRAVEL TO MUSCLE SHOALS, AL (MUSCLE SHOALS REGIONAL TRAINING CENTER – ALABAMA FIRE COLLEGE) TO ATTEND AIRPORT FIREFIGHTER CLASS JULY 19 – 23, 2021 AT AN APPROXIMATE COST OF \$1,294.24.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Savanna Sanchez to travel to Muscle Shoals, AL (Muscle Shoals Regional Training Center – Alabama Fire College) to attend Airport Firefighter Class July 19 – 23, 2021 at an approximate cost of \$1,294.24” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO HIRE BRADLEY GORDON AND GABRIEL TEXIDO AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Bradley Gordon and Gabriel Texido as Entry Level Police Officers” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO HIRE KATHLEEN CURTIS AND CHRISTOPHER THOMPSON AS DEPUTY COURT CLERKS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Kathleen Curtis and Christopher Thompson as Deputy Court Clerks” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO RE-EMPLOYEE RODNEY LINCOLN AS THE AIRPORT DIRECTOR.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to re-employee Rodney Lincoln as the Airport Director” is enumerated, this consent item is thereby approved.

May 28, 2021

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

**RE: OLD WEST POINT ROAD BRIDGE REPLACEMENT
SUPPLEMENTAL SERVICE AGREEMENT**

Dear Mr. Kemp:

Neel-Schaffer, Inc.(NSI) is pleased to offer additional professional services for a Supplemental Agreement to the original executed letter agreement for the above referenced project.

This additional Scope of Work is detailed in Exhibit A and will be performed at the lump sum fees stated below.

Easement Acquisition	\$ 6,500.00
Environmental Clearance / Permitting	\$ 3,770.00
No-Rise / No-Impact Design and Certification	\$ 34,770.00

All services will be performed in accordance with the original executed letter agreement dated November 25, 2019.

If the terms of this 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 continuing this project to successful completion.

Sincerely,

NEEL-SCHAFFER, INC.



Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE:



TITLE:

Mayor

DATE:

7-6-2021

EXHIBIT A

SCOPE OF WORK

EASEMENT ACQUISITION

Boundary and Topographic Survey:

1. Preparation of a plat, description and filing instrument for easements to facilitate the construction and maintenance of the project. Easements will be prepared for Oktibbeha County Tax Parcel # 117F-00-016.00 and # 117F-00-002.09.
2. Corners of easements will be marked per State Standards and additional stakes will be placed online for the inspection and approval of property owners.
3. Locating all trees in an approximately 6400 square feet area in the northwest corner of Oktibbeha County Tax Parcel # 117F-00-016.00. Trees, including species and diameter, will be added to documentation and used in the planning of the project with the goal of avoiding or minimizing the destruction of said trees in order to appease private landowner.

Easement Acquisition: the Project Manager shall assist in providing easement documentation and accompanying city official(s) while negotiating easements with landowners. Each trip shall include associated mileage.

ENVIRONMENTAL CLEARANCE / PERMITTING

Wetlands Delineation and Preliminary Jurisdictional Determination/Jurisdictional Determination Submittal- This includes the delineation, GIS mapping, and coordination with the U.S. Army Corps of Engineers (USACE) for the issuance of a PJD/JD. At the same time, we would complete the field surveys for federally listed threatened and endangered species. Regulated waters are found on the property, and we submitted the appropriate documentation to the USACE and request that they concur with these findings. The USACE concurs that the property does contain regulated waters, so a Nationwide Permit and cultural resources would be required.

Wetlands Permitting - Since regulated waters are found on the property that cannot be avoided, the USACE required the project to be authorized under a Nationwide Permit 3 as long as impacts remain below 0.5-acre wetlands and/or 300' of streams. This includes preparation of the pre-construction notification (PCN) submittal, agency meetings, and agency coordination required to complete the permit action.

Phase I Cultural Resources Survey - Prior to expending any of the cultural resources budget, we worked with USACE to determine what cultural resources survey would be required. We included a desktop survey as required by the USACE.

USFWS Threatened & Endangered Species Coordination - We completed the field surveys for listed species during the wetland delineation and included additional coordination needed with respect to T/E species during the permitting process.

NO-RISE / NO-IMPACT DESIGN AND CERTIFICATION

This bridge replacement project on Old West Point Road over “Sand Creek Tributary 2” is located within a Zone AE Floodplain (with Floodway); therefore, the bridge replacement must be designed to meet FEMA’s No-Rise criteria, which requires that the project will cause no increase in water surface elevations, floodway widths, or floodway elevations at any point along the stream or within the community. A detailed Flood Insurance Study (FIS) was conducted by FEMA for the project stream and results were published in the Effective Flood Insurance Study and Maps issued April 17, 2012 (Flood Insurance Rate Map Panels 47165C0318G and 47165C0314G).

According to FEMA’s regulations, the proposed bridge replacement cannot cause increases in the published Base Flood Elevations (BFEs), Floodway Elevations, or Floodway Widths shown in the effective Flood Insurance Study, unless a Conditional Letter of Map Revision (CLOMR) is applied for. Therefore, it is advisable to make every attempt to design the bridge/culvert replacement projects to cause no increases to the BFEs or Floodway widths and issue a “No-Rise / No-Impact Certification,” instead of applying for a CLOMR.

The following tasks will be performed in support of a No-Rise / No-Impact Certification for the subject bridge replacement project:

Scope of Work

1. Obtain/download FEMA DFIRM and order effective H&H models for Sand Creek Tributary 2.
2. Analyze survey data (upstream and downstream channel cross sections, top of road profile, detailed bridge opening and structure data) and update the effective hydraulic (HEC-RAS) models by adding channel and crossing structure data to produce Corrected Effective model.
3. Debug and run hydraulic model to obtain updated/existing conditions 100-year water surface elevations and compare to FIS data.
4. Develop proposed conditions HEC-RAS model and determine prelim required hydraulic opening to meet No-Rise / No-Impact conditions.
5. Iterate proposed conditions model with multiple options that achieve no-rise (three iterations of structures – Clear-span bridge, Multi-cell box culverts, Multi-span bridge).
6. Prepare No-Rise / No-Impact Report and documentation for the final proposed structure and roadway profile. Submit to City Floodplain Administrator and address comments, as necessary.
7. Provide details (and H&H analysis, if required) for bank stabilization and channel stabilization (riprap) for construction plans.
8. Provide final hydraulic data to display on the final bridge plans.

30. CONSIDERATION TO HIRE KENDRICK BISHOP, MARCO LOFTON, AND RAHSHUAN RANDLE AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Kendrick Bishop, Marco Lofton, and Rahshuan Randle as a Maintenance Workers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO HIRE MARY WILLIAMS AS A PROJECT MANAGER IN THE ENGINEERING DEPARTMENT TO OVERSEE CAPITAL IMPROVEMENT PROJECTS FOR PARKS AND RECREATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Mary Williams as a Project Manager in the Engineering Department to oversee capital improvement projects for Parks and Recreation” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO APPROVE THE PURCHASE OF ONE SCAG WINDSTORM BLOWER AT \$9,117.00 AND ONE SCAG TRUCK LOADER AT \$10,766.00 FROM STATE CONTRACT #8200055864.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to approval the purchase of one SCAG Windstorm Blower at \$9,117.00 and SCAG Truck Loader at \$10,766.00 at state contract #8200055864 prices” is enumerated, this consent item is thereby approved.

33. CONSIDERATION TO DECLARE A 2015 DODGE RAM # 1D7HAI8N02JI96658, (1) RYAN JR SOD CUTTER LM6081, (1) TROY BUILD POWER SPRAYER #1508255657371, TRACTOR ATTACHMENT SPRAYER AND VARIOUS SCRAP ITEMS AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2015 Dodge Ram # 1D7HAI8N02JI96658, (1) Ryan JR Sod Cutter LM6081, (1) Troy Build Power Sprayer #1508255657371 and Tractor attachment sprayer as surplus and sell on Govdeals.com” is enumerated, this consent item is thereby approved.

34. CONSIDERATION TO PURCHASE 10 HAVIS DELL DOCKING STATIONS AND 10 COMPUTER MOUNTING SYSTEMS FOR THE 2021 DODGE CHARGERS FROM DANA SAFETY SUPPLY, INC, THE LOWEST QUOTE, IN THE AMOUNT OF \$8,595.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 10 Havis Dell docking stations and 10 computer mounting systems for the 2021 Dodge Chargers from Dana Safety Supply, Inc. the lowest quote, in the amount of \$8,595.00” is enumerated, this consent item is thereby approved.

Three quotes received: Dana Safety Supply, Inc. - \$8,595.00, Havis, Inc - \$14,083.60 and Howard Technology, Inc. - \$9,165.00

35. CONSIDERATION OF AN AGREEMENT WITH LEADSONLINE LLC AGENCY TO ASSIST IN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATIONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Leadsonline, LLC Agency to assist in electronic reporting and criminal investigations” is enumerated, this consent item is thereby approved.

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated June 1, 2021, ("Effective Date") is made between Starkville Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.
- 3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§ 1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.
- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

- 6.2 **LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.**
- 6.3 **IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6.4 **AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**
- 6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph, to the extent allowed by law, shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.
- 6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**
- 6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.
- 6.8 The parties agree that no provision of this Agreement extends the either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.
- 7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Oktibbeha County, Mississippi.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS**LeadsOnline LLC****Signature:** _____**Print Name:** David K. Finley**Title:** President & CEO**Date:** _____**Address:** 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200**Tax ID:** 42-1720332**AGENCY****Starkville Police Department****Signature:** _____**Print Name:** _____**Title:** _____**Date:** _____**Address:** 101 Lampkin Street
Starkville, MS 39759

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores and scrap metal recyclers	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Public Classified Ads – Craigslist	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Annual subscription fee due on June 1, 2021 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$5,472

36. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVENUE, BUILDING #10, WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 305 Everglade Ave. Bldg. 10 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved. Note: Alderman Brooks recused himself from this item.

37. CONSIDERATION OF APPROVAL TO DECLARE UNUSABLE APPROXIMATELY 40 DUMPSTERS AS SURPLUS PROPERTY AND ADVERTISE FOR SALE ON GOVDEALS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare approximately 40 dumpsters as surplus property and advertise for sale on GovDeals.com” is enumerated, this consent item is thereby approved.

38. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PIPELINE CROSSING CONTRACT AGREEMENT WITH KANSAS CITY SOUTHERN RAILWAY COMPANY FOR A SANITARY SEWER LINE CROSSING ASSOCIATED WITH THE OPERATIONS CENTER RENOVATION PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a Pipeline Crossing contract agreement with Kansas City Southern Railway Company for a sanitary sewer line crossing associated with the Operations Center Renovation project” is enumerated, this consent item is thereby approved. Agreement follows this page.

39. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR THE ASPHALT REPAIRS AT 801 RUSSELL STREET IN THE AMOUNT OF \$7,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Falcon Contracting Co., Inc. for the asphalts repairs at 801 Russell Street in the amount of \$7,000.00” is enumerated, this consent item is thereby approved.

Two quotes received: Falcon \$7,000.00 and Murphree \$11,275.00

40. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SPRINGER ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE BABYLON ROAD SANITARY SEWER IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities to enter into a professional service agreement with Springer Engineering, Inc for engineering services for the Babylon Road sanitary sewer improvement project” is enumerated, this consent item is thereby approved. Agreement follows the pipeline crossing agreement.

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this ~~June 29, 2021~~ June 15, 2021 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Railway Company", and **STARKVILLE UTILITIES**, to be addressed at 200 N. Lafayette St., Starkville, Mississippi 39759, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed sanitary sewer pipeline under Railway Company's tracks and right-of-way at Mile Post GG 75.86 (Louisville Subdivision) Starkville (Oktibbeha County), Mississippi, the course of the pipeline being described as follows:

As indicated on print of drawing no. 20-13113 dated 05-17-2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 2" x 100' PVC having a minimum wall thickness of 0.154" and a minimum yield point of 15,000 PSI and shall be encased in a 6" x 100' Steel having a minimum wall thickness of 0.28" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 150 PSI. Licensee expressly agrees that its under-track installation shall be by directional drill method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 15.9' below the bottom of Railway Company's base of rail and at a minimum depth of 10.7' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's

property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Steve Raiche

Title: AVP Construction and Engineering

Date: _____

STARKVILLE UTILITIES

By: _____

Title: _____

Date: _____

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 6, 2021 ("Effective Date") between

Starkville Utilities ("Owner")
and Springer Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Babylon Rd. Sewer Addition ("Project").

Description of Engineer's Services: PREPARE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE PROJECT. OVERSEE THE CONSTRUCTION OF THE PROJECT

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

APPENDIX I

Engineering Services Proposal

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

(2 pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By:

Title:

Date Signed:

ENGINEER:

By:

Title:

Date Signed:

License or Certificate No. and State

Mississippi

Address for giving notices:

Address for giving notices:

Springer Engineering, Inc.

206 Old West Point Road

Starkville, Mississippi 39759

APPENDIX I



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

July 2, 2021

Starkville Utilities
ATTN: Terry Kemp, PE
200 North Lafayette Street
Starkville, Mississippi 39759

**RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
SANITARY SEWER ADDITION – BABYLON ROAD
STARKVILLE, MISSISSIPPI**

Dear Mr. Kemp:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following items for the lump sum fees stipulated below.

Preparation of:

1.	Engineering	\$ 44,407.00
2.	Project Inspection	\$ 22,666.00
3.	Survey	\$ 6,000.00
TOTAL		<u>\$ 73,073.00</u>

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Holland Cox". The signature is fluid and cursive, with the first name "Holland" and last name "Cox" clearly distinguishable.

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill thanked Jeffery Simmons for holding his football camp in Starkville the previous weekend. Approximately 450 youth attended the event. She also thanked and acknowledged Alderman Perkins for his service as he begins his eighth term. Aldermen Rupp and Brooks were welcomed to the Board.

Mayor Spruill congratulated the Mississippi State University Baseball Team on their National Championship. She read a Proclamation on behalf of the City. That Proclamation follows this page.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver encouraged all citizens to consider serving on the various boards and committees throughout the City. He also thanked all the Department Directors for their service.

Alderman Sistrunk noted there are many volunteer opportunities throughout Starkville and citizens are encouraged to serve when and where they can.

Alderman Rupp thanked previous Alderman Little for encouraging him to run for office and for the ward 3 constituents that placed their trust in him.

Alderman Brooks noted that while the Board may not always agree, he could already tell they have the well-being of the City in mind and the best intentions for positive growth.

Alderman Beatty congratulated the Mayor on her second term and noted he looked forward to this term.

Alderman Perkins noted he was grateful to be elected to an eighth term as Alderman and his fourth term as Mayor Pro-Tempore.

Alderman Vaughn thanked ward 7 as well as the Starkville citizens for their trust and support.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked for an explanation of the truancy section of the curfew Ordinance. He also asked that Main Street be looked at for uneven sidewalks and cracks in pavement.

Annie Kelly stated that she attended the June 25 special meeting on scooters and asked that the City work with the Bird Scooter Company to keep these in the area for citizens to use.

PUBLIC APPEARANCE: OKTIBBEHA COUNTY HUMANE SOCIETY – RICK WELCH

Director Rick Welch and Treasurer Donna Reese of the Oktibbeha County Humane Society, discussed the humane society and their programs. They invited anyone wishing to tour the facilities to schedule a tour. They discussed the increasing costs of running the programs. Currently the City contributes \$125,000 and the County \$35,000. A copy of their presentation follows the MSU Baseball Proclamation.

PUBLIC HEARING: None

**PROCLAMATION FROM THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE RECOGNIZING THE MISSISSIPPI STATE
UNIVERSITY BULLDOGS BASEBALL TEAM AS THE 2021 COLLEGE
WORLD SERIES NATIONAL CHAMPIONS**

WHEREAS, The City of Starkville, Mayor D. Lynn Spruill and the Board of Aldermen, do hereby officially recognize the Mississippi State University Baseball team and Coach Chris Lemonis and Staff on their victorious win 9-0 against Vanderbilt on June 30, 2021 in Omaha, NE; and

WHEREAS, the Bulldogs made it to the College World Series 11 times before this season setting the stage for the triumph that was claimed on June 30, 2021 when the bulldogs defeated the Vanderbilt Commodores earning their first national championship title and cementing Omaha as Dudy Noble North; and

WHEREAS, MSU, though outstanding in so many sports, had never won a national championship in its long and storied athletic history...in any sport.....

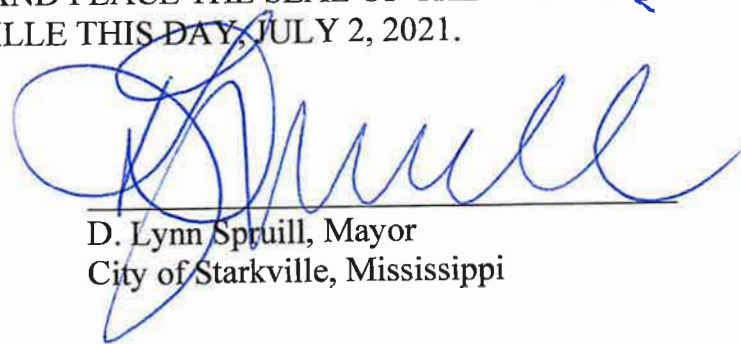
WHEREAS, this championship was made possible through a great history resting on the shoulders of those visionaries and athletes coming before them, the great athletic skills and perseverance of this amazing team and the outstanding coaching ability of Coach Chris Lemonis and his staff; and

WHEREAS, this win is one for the record books and from which legends are made, statues erected and time stands still.

NOW THEREFORE, AS MAYOR OF THE CITY OF STARKVILLE, I, Lynn Spruill, do hereby congratulate the Mississippi State University Diamond Dogs Baseball team, Coach Chris Lemonis, and the coaching staff, on their 2021 season and proclaim that June 30, 2021 is **DIAMOND DAWG DAY** in the City of Starkville and Starkvegas to be remembered and celebrated henceforth by all Starkvillians, MSU Alumni and everyone who loves Maroon and White. Hail State!

THIS I PROCLAIM AND PLACE THE SEAL OF THE CITY OF
STARKVILLE THIS DAY, JULY 2, 2021.



A handwritten signature in blue ink, reading 'D. Lynn Spruill', is written over a horizontal line. Below the signature, the text 'D. Lynn Spruill, Mayor' and 'City of Starkville, Mississippi' is printed.

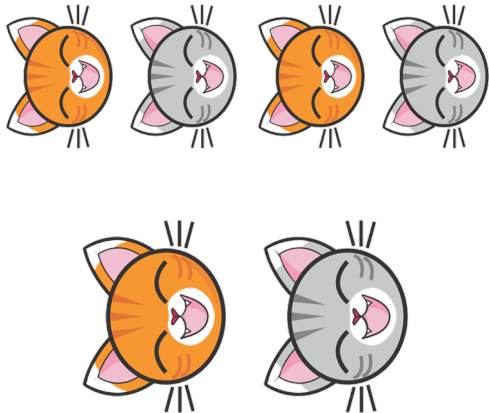
D. Lynn Spruill, Mayor
City of Starkville, Mississippi

About OCHS

- Based on the belief that the community has the responsibility to treat animals humanely.
- Mission: promote domestic animal welfare
- Primary Programs:
 - **Operate the City of Starkville Animal Shelter**
 - Provide humane education
 - Advocate for and facilitate spay/neuter
 - Operate the OCHS Express, regional animal relocation program

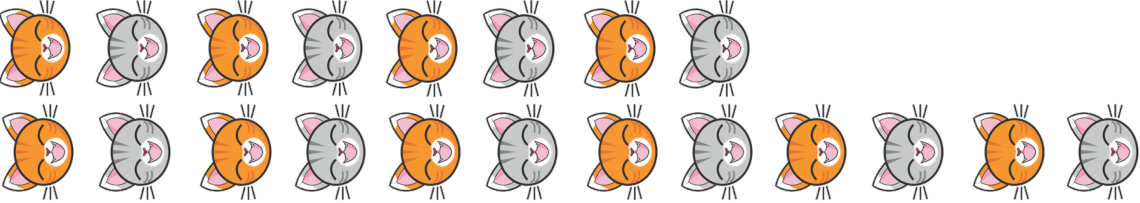


Year 1, Litter 1



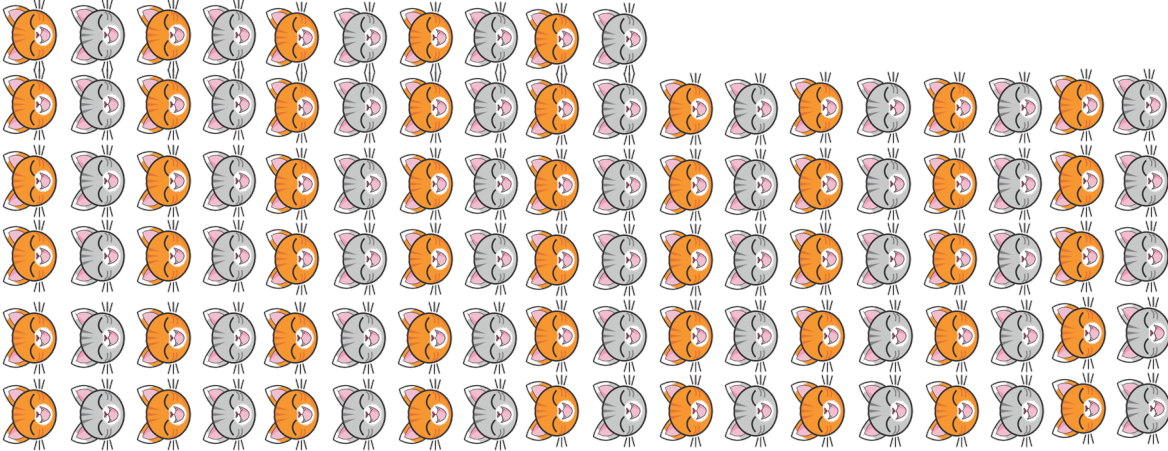
Total: 6 cats

Year 1, Litter 2



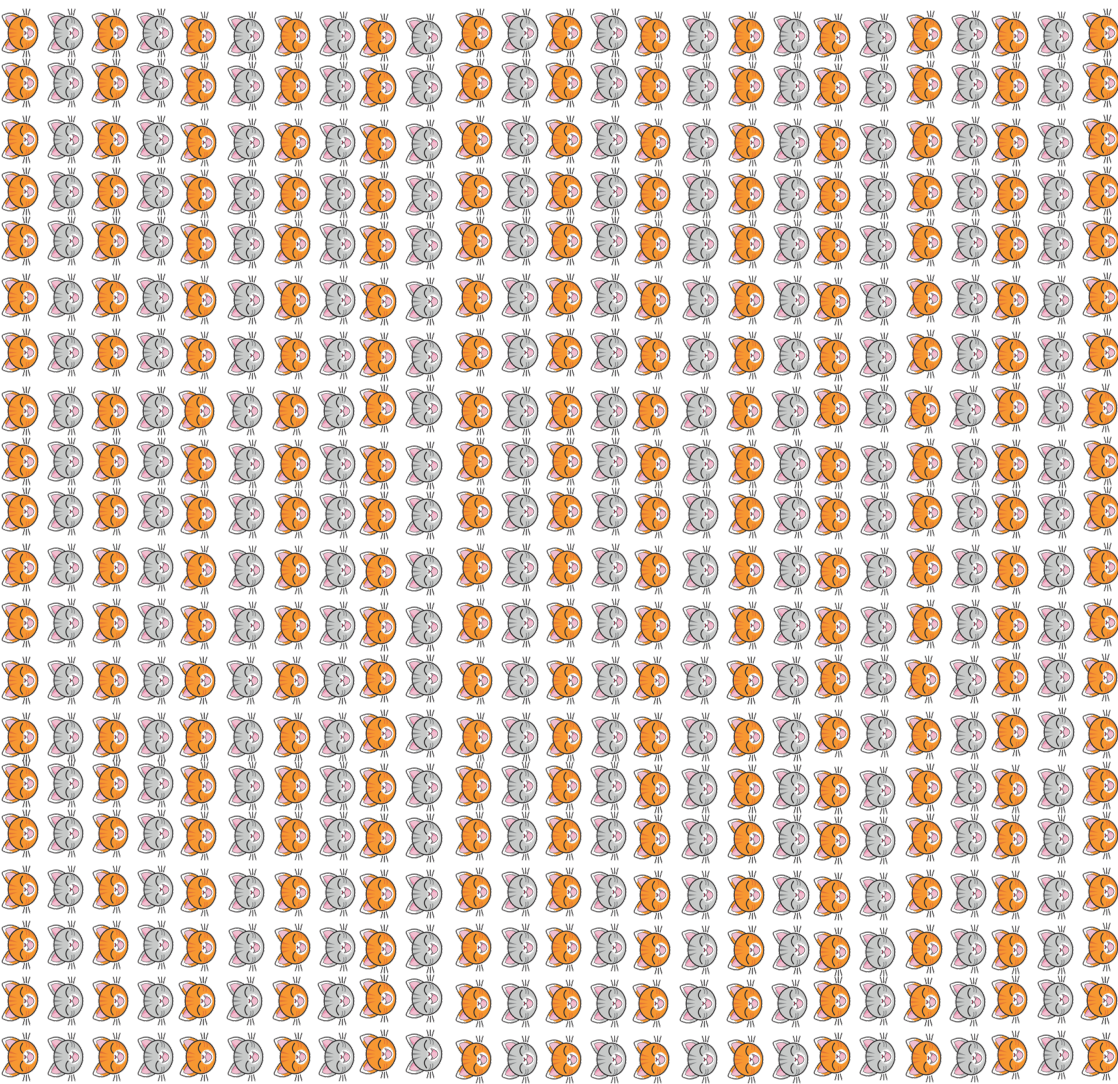
Total: 26 cats

Year 2, Litter 3



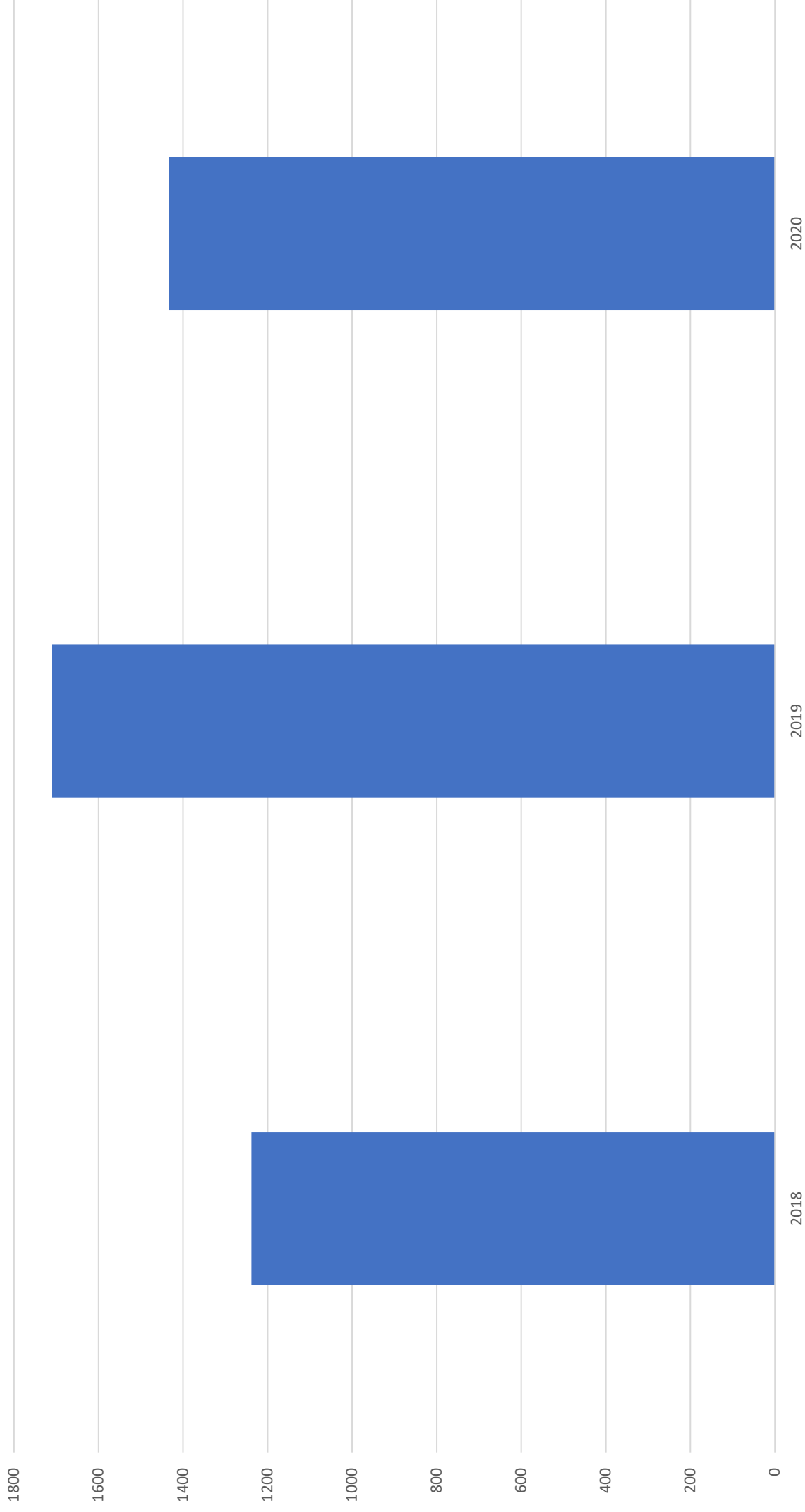
Total: 126 cats

Year 2, Litter 4

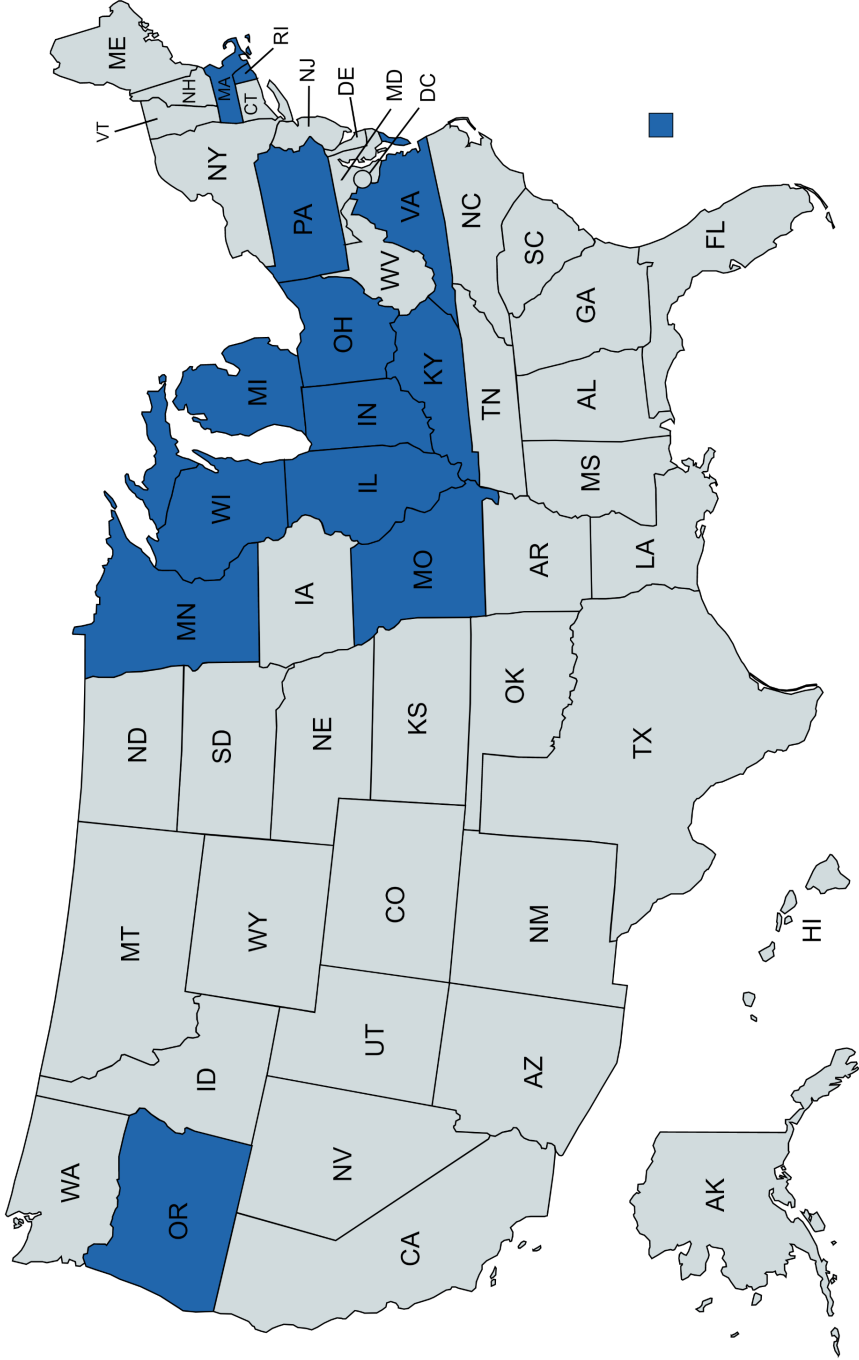


Total: 626 cats

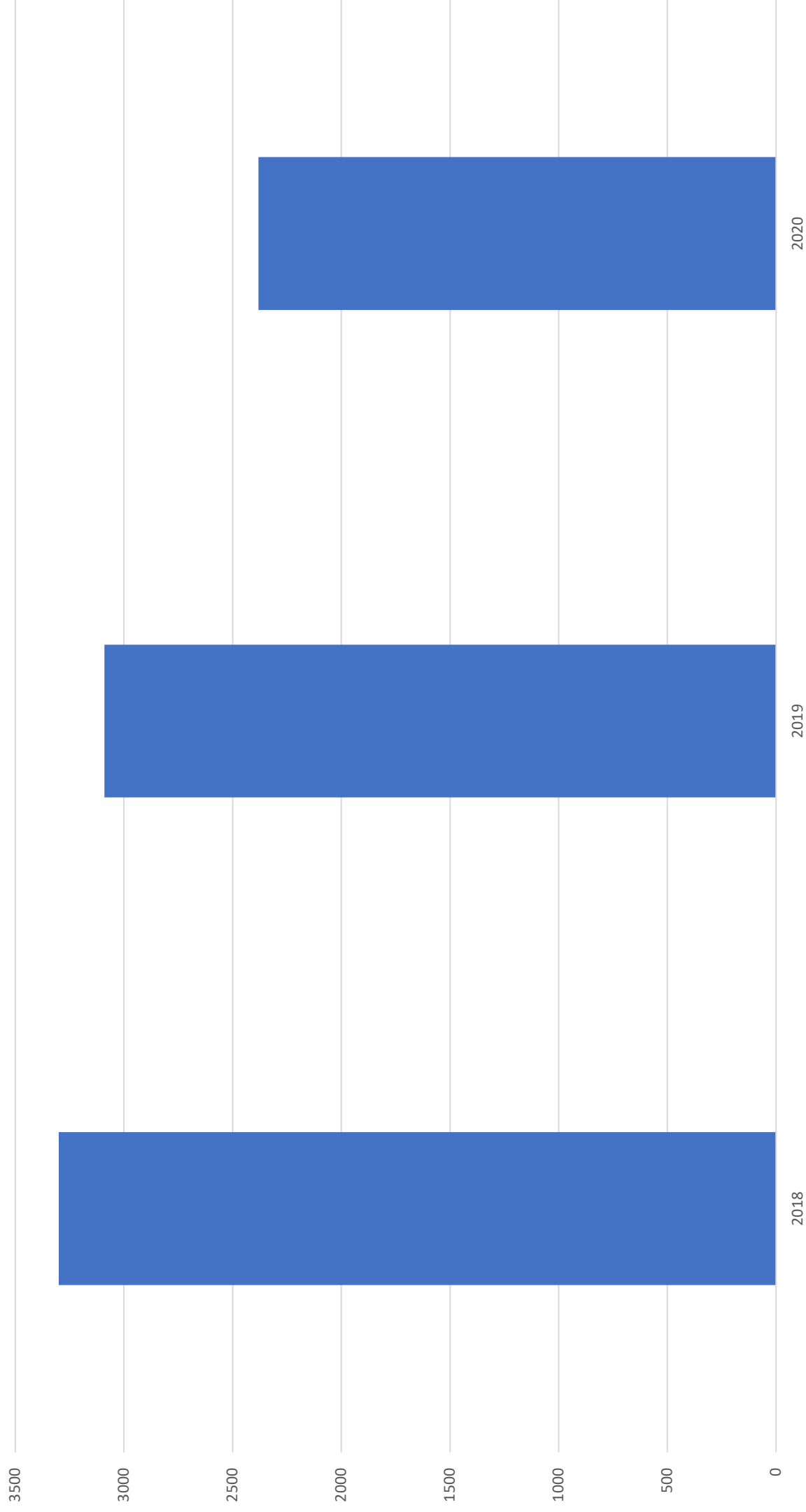
Owned Pets Spayed/Neutered

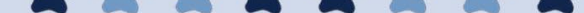


Selected Local Partners	
Starkville Animal Shelter	
Amory Humane Society	
Animal Relief & Rescue Fellowship (ARRF)	
Chicot County Humane Society (AR)	
Columbus-Lowndes Humane Society	
Grassroots Animal Rescue	
Lauderdale County Animal Control	
Louisville Animal Shelter	
Monroe County Dogs	
Peaceful Pups	
Small Mercies Animal Rescue	
Sweet Paws Rescue Mississippi	
Tatu Animal Rescue	
Tunica Humane Society	
Tupelo-Lee Humane Society	
Webster County	
West Point-Clay County Animal Shelter	



Homeless Animals Transported



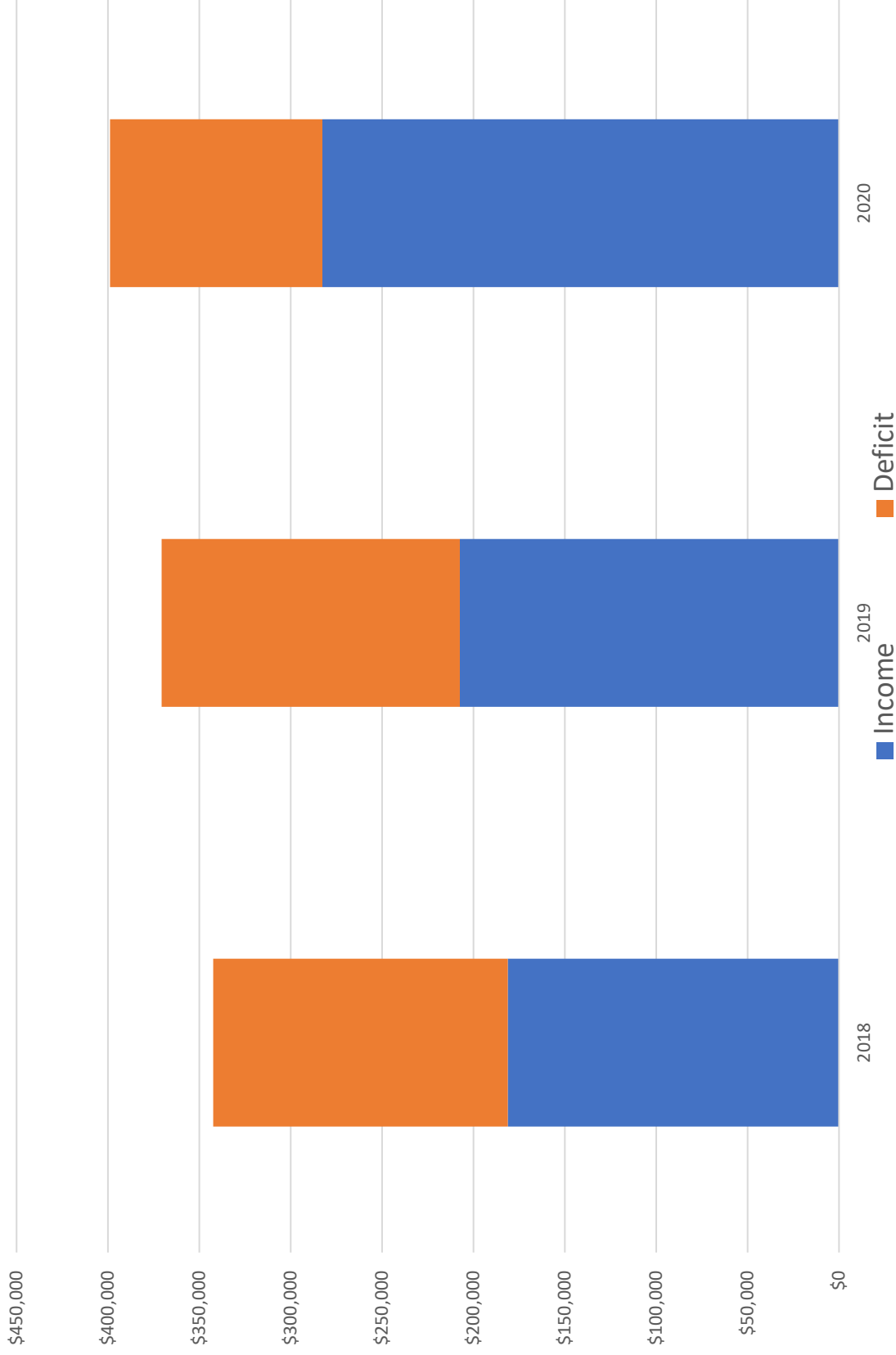
94.5%  

	SURRENDERED BY OWNERS	RETURNED ADOPTIONS	STRAYS & PETS SEIZED BY LAW ENFORCEMENT	TRANSFERRED IN FROM PARTNER ORGANIZATION	TOTALS
CATS	269	19	504	295	1,087
DOGS	434	30	610	1,325	2,399
OTHER	13	0	2	0	15*
TOTALS	716	49	1,116	1,625	3,501

	ADOPTIONS	RETURNED TO OWNERS	TRANSFERRED OUT TO PARTNER ORGANIZATION	TOTALS
CATS	437	17	501	955
DOGS	304	116	1,920	2,340
OTHER	11	3	1	15*
TOTALS	752	136	2,422	3,310

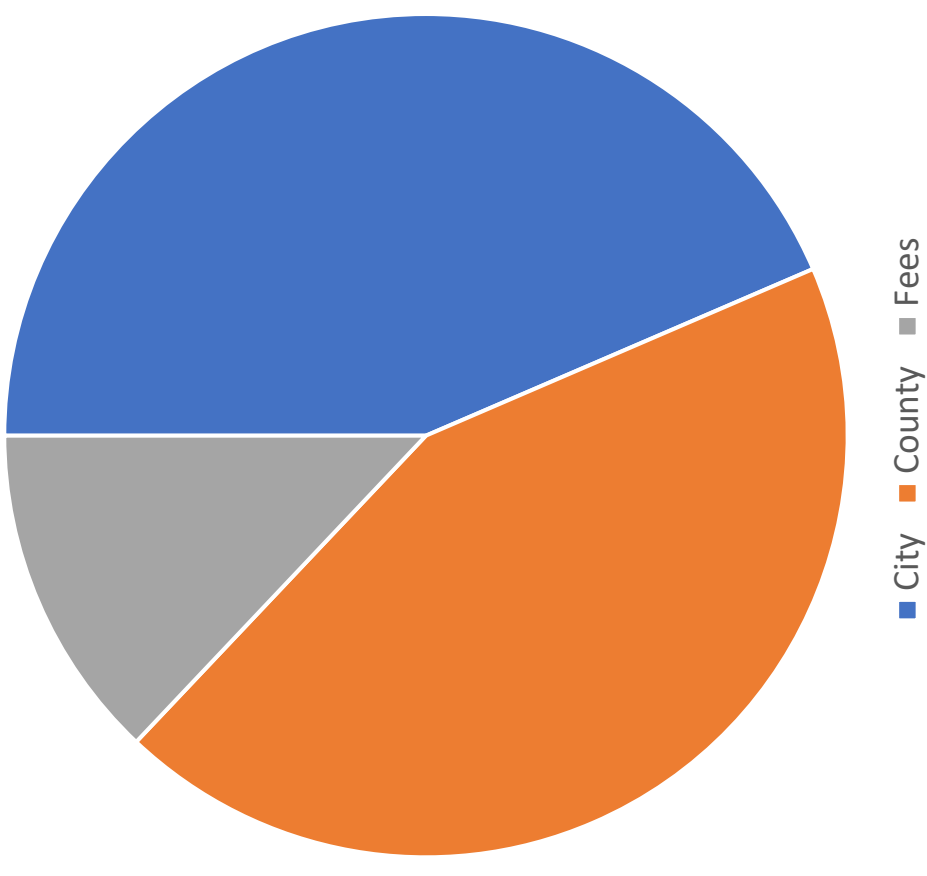
* Other includes 11 guinea pigs, 1 hamster, 1 goat, 1 pig, and 1 rabbit

Historic Budgets



FY22 Funding Request

- Anticipated Shelter Budget: \$425,000
- Anticipated Shelter Income: \$55,000
- City Budget Request: \$185,000
- County Budget Request: \$185,000



41. CONSIDERATION OF AN AGREEMENT WITH BIRD SCOOTER COMPANY REGARDING OPERATIONS IN THE CITY OF STARKVILLE.

City Attorney Chris Latimer presented highlights of the proposed agreement with Bird Scooter. Adam Blau with Bird Scooters was present for questions.

Following discussion, Alderman Perkins offered a motion to approve the agreement as drafted by Attorney Latimer with full indemnification. Mayor Spruill called for a second to the motion. The motion died for lack of a second.

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion to enter into the Agreement with Bird Scooter Company with the clause noting “willful misconduct” included as to Indemnification and Release. A copy of the agreement follows this page.

The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

42. CONSIDERATION OF CALLING FOR A PUBLIC HEARING FOR AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

Alderman Brooks, duly seconded by Alderman Carver, offered a motion calling for a public hearing for an Ordinance to regulate e-scooters and establish the requirements and regulations for use within the city limits of the City of Starkville. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

Agreement

This Agreement is entered into on July 6, 2021, by and between the City of Starkville, Mississippi (hereafter “Starkville”) and Bird Rides, Inc. (hereafter “Bird”) to allow Bird to provide services within the jurisdictional limits of Starkville only under the following terms, conditions, and limitations. This agreement shall remain in effect unless terminated as set forth below.

- 1) **Scope:** This Agreement and its terms shall apply to Bird’s deployment and the use of its Stand-up electric scooter sharing system within Starkville’s jurisdictional boundaries.
- 2) **Age:** Users of Bird Stand-up electric scooters shall be 18 years or older.
- 3) **Restrictions:** Bird Stand-up electric scooters shall be geo-fenced from any Starkville street with a speed limit of 35mph or higher, thus making the scooters inoperable on such streets except for merely crossing them, unless the streets have designated bike lanes and/or multi-purpose paths. The scooters shall be staged and kept in a manner so as not to block Starkville’s sidewalks, multi-use paths, or other public rights-of-way for pedestrian, bicycle, or vehicular traffic. Bird shall track its scooters left on Starkville’s sidewalks, multi-use paths, or other public rights-of-way to prohibit such placement. Bird Stand-up electric scooters shall be capped at a speed not to exceed 15mph.
- 4) **Contact Information:** Bird shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 5) **Hours of Operation:** Stand-up electric scooters will be made available to rent only from 4 a.m. to 11p.m. (local time)
- 6) **Safety Education:** Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) **Data Sharing:** Bird shall provide data to Starkville as necessary to assist with monitoring program usage.

8) **Indemnification:** Bird shall indemnify, hold harmless, and defend Starkville, and 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 Bird Stand-up electric scooters within the jurisdictional limits of Starkville, except that such indemnity shall not apply in the case of claims, losses, damages, causes of action, suits, or liability arising in whole or in part from the willful misconduct of the City, or its officers, agents, employees or volunteers. This indemnification provision shall survive the termination of this Agreement. Starkville's right to indemnification shall be contingent on Starkville notifying Bird promptly following receipt or notice of any claim. Bird shall have sole control of any defense. Starkville shall not consent to the entry of a judgment or enter any settlement without the prior written consent of Bird.

9) **Release:** Bird releases, relinquishes and discharges Starkville, 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 use of Bird Stand-up electric scooters in the jurisdictional limits of Starkville, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance, except that the foregoing release shall not apply in the case of claims, losses, damages, causes of action, suits or liability arising in whole or in part from the willful misconduct of the City, or its officers, agents, employees or volunteers..

10) **Insurance:** Bird shall provide Starkville with proof of insurance coverage for injuries to persons or damages to property that may arise from or in connection with the operation of Stand-up electric scooters. Such coverage shall include: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$5,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird employs persons within the Starkville, Workers' Compensation coverage of no less than the statutory requirement. This insurance must name Starkville as an additional insured under the policy and contain a waiver of subrogation in favor Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. Bird's insurance coverage shall be primary insurance with respect to Starkville, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Starkville, its officials, agents, employees, or volunteers shall be considered secondary and in excess of Bird's insurance & shall not contribute to it.

11) **Notices:** All notices and communications to Starkville from Bird shall be made in writing (includes electronic communications) and sent to the Mayor of Starkville at the following address: Mayor D. Lynn Spruill, 110 West Main Street, Starkville, Mississippi, 39759; lspruill@cityofstarkville.org. Should this agreement extend beyond the current mayoral term, this notice provision shall be updated to include the name and email address of the current Mayor of Starkville.

12) **Termination:** Either party may terminate this Agreement with cause, effective immediately, for a violation of any provision contained herein. Either party may terminate this Agreement without cause upon (30) days prior written notice.

13) **Independent Contractor:** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

14) **Logistics Providers:** The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird remains responsible for all obligations and requirements under this Agreement. Bird shall not transfer or assign this Agreement without the prior written consent of Starkville.

15) **Choice of Law and Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi. Any dispute related to the Agreement shall be brought in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, consistent with proper subject matter jurisdiction.

16) **Licensing Fee:** Bird shall provide Starkville with a licensing fee of \$0.10/ride to be paid quarterly. Bird shall also obtain and maintain an annual business privilege license from the City.

17) **Entire Agreement:** This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

18) **No Waiver:** 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.

19) **Amendment:** Any amendment to this Agreement must be done in writing and agreed upon by the parties.

20) **Authority:** The parties state that they have read the terms of this Agreement and agree to the terms and conditions contained herein. The parties have taken all steps necessary for execution of this Agreement and are hereby duly authorized to execute same.

City of Starkville, Mississippi

Bird Rides, Inc.

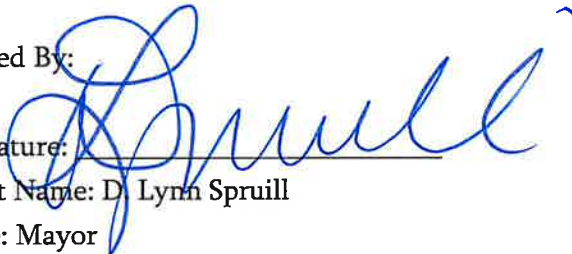
Signed By:

Signature:

Print Name: D. Lynn Spruill

Title: Mayor

Email: l.spruill@cityofstarkville.org



DocuSigned by:

Signature:

Austin Marshburn

Print Name:

Austin Marshburn

Title: Head of City & University Partnerships

Email: birdlegal@bird.co



43. CONSIDERATION OF A RESOLUTION APPOINTING A 2021 VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE 2021 MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE.

Alderman Rupp, duly seconded by Alderman Carver, offered a motion to appoint Alderman Henry Vaughn as Starkville's 2021 MML voting delegate and Alderman Carver as the alternate delegate. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2021 Mississippi Municipal League election to be held at the annual convention on July 27th, with a run-off (if necessary) on July 28th, 2021 are as follows:

Voting Delegate: Alderman Henry Vaughn, Sr.

First Alternate: Alderman Ben Carver

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Jeffery Rupp, seconded by Alderman Mike Brooks, and was adopted by the following vote, to-wit:

Alderman Ben Carver: yea
Alderman Sandra Sistrunk: yea
Alderman Jeffrey Rupp: yea
Alderman Mike Brooks: yea
Alderman Hamp Beatty: yea
Alderman Roy A'. Perkins: yea
Alderman Henry Vaughn: yea

The Mayor thereby declared the motion carried and the Resolution adopted, this the 6th day of July, 2021.

APPROVED: _____

D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: _____


Lesa Hardin, City Clerk / CFO

44. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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	\$ 416,483.65
Restricted Police Fund	002	60.08
Airport Fund	015	10,247.12
Restricted Airport	016	7,395.08
Sanitation	022	62,812.65
Industrial Park Bond	303	6,144.00
Linkage TAP Project	310	28,031.88
Public Improv Bonds 2018	319	29,397.28
BUILD Grant	377	345,461.31
Park Bond - 2020	380	925,175.30
Trust and Agency	610	25,505.17
Econ Dev, Tourism, Conv	630	117,973.43
Sub Total Before Utilities		\$ 1,974,686.95
Utilities Dept.	SED	544,202.90
Total Claims	Total	\$ 2,518,889.85

45. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOWER BID FROM GREGORY CONSTRUCTION FOR SPORTSPLEX PARKING LOT BASE BID WITH ALTERNATES B2.1 CONCRETE WORK, B2.4 SIDEWALK CONNECTOR TO LYNN LANE, B2.6 LIGHTING SYSTEM FOR A TOTAL OF \$851,300 AND LOWER BID OF SPORTS CONTRACTORS UNLIMITED FOR THE ARTIFICIAL FIELD AT THE SPORTSPLEX WITH ALTERNATES A2.1 AND A2.3 FOR A TOTAL OF \$1,308,000.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion to accept the lowest and best bid from Gregory Construction for Sportsplex Parking Lot base bid with alternates B2.1 Concrete work, B2.4 Sidewalk Connector to Lynn Lane, B2.6 Lighting System for a total of \$851,300 and lowest and best bid of Sports Contractors Unlimited for the artificial field at the Sportsplex with alternates A2.1 and A2.3 for a total of \$1,308,000. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

Two Bids Received:

Sports Contractors Unlimited

- Base Bid: \$1,231,9000.00
- Alternate A2.1 Shade Structure: \$21,500.00
- Alternate A2.3 Vertex Prime Turf with cooling composite: \$54,600.00

Gregory Construction

- Base Bid: \$511,000.00
- Alternate B2.1 Concrete Work: \$99,800
- Alternate B2.4 Sidewalk Connections to Travis Outlaw Center: \$52,300.00
- Alternate B2.5 Road Connector to Lynn Lane: \$96,400.00
- Alternate B2.1 Lighting System: \$91,800.000

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

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

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

47. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of the discussion of a potential sale of land and the potential conveyance of a permanent easement. Following a second by Alderman Carver, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing a potential sale of land and the conveyance of a potential permanent easement. At this time, the Board entered Executive Session.

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

49. A MOTION GRANTING A 60FT PERMANENT EASEMENT TO BOOTH FAMILY, LLC

Alderman Sistrunk offered a motion granting a 60ft permanent easement for the purpose of ingress and egress to Booth Family, LLC located in the Southwest 1/4 of the Southeast 1/4, Section 8, Township 18 North, Range 14 East, and more particularly described on the Permanent Easement and survey associated herewith, in exchange for \$573.50, the fair market value of the easement as determined by the average of two appraisals pursuant to Miss. Code Ann. Sec. 21-17-1. Alderman Vaughn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

A copy of the easement follows these minutes.

50. A MOTION TO APPROVE THE DIVISION OF THE PROCEEDS FROM ANY POTENTIAL SALE OF 101 AIRPORT ROAD.

Alderman Brooks offered a motion to approve the division of the proceeds from any potential sale of 101 Airport Road based on the percentage split shown in the Brent Johnston Old Town Realty Appraisal of the property, with Starkville retaining 27% of the proceeds of any such sale and Kirby Building Systems, Inc. retaining 73% and providing full environmental indemnity to Starkville in connection with the sale. Alderman Beatty seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

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

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until July 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: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks 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 AUGUST, 2021.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

Prepared by:
R. Cory Anthony
Anthony Law Firm, PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779
MSB# 101755

Return to:
R. Cory Anthony
Anthony Law Firm, PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779

INDEXING INSTRUCTIONS: Southwest Quarter of the Southeast Quarter of Section 8, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

PERMANENT EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged,

CITY OF STARKVILLE,
110 W. Main Street
Starkville, MS 39759
(662) 323-2525

hereinafter referred to as “Grantor”, does hereby convey, release and warrant unto:

BOOTH FAMILY, LLC, a Mississippi limited liability company,
1161 Meadowlark Drive
Starkville, MS 39759
(662) 418-1571

hereinafter referred to as “Grantee”, a permanent and perpetual non-exclusive easement for ingress and egress over and across the following tract or parcel of land situated in Starkville, Oktibbeha County, Mississippi and being more particularly described as follows, to wit:

A 60 FOOT WIDE EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 18 NORTH, RANGE 14 EAST, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCE AT THE IRON PIN MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY FOR MISSISSIPPI HIGHWAY 25 BYPASS WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 08; RUN THENCE, SOUTH 06 DEGREES 25 MINUTES EAST FOR 657.87 FEET TO THE IRON PIN MARKING THE NORTHWEST CORNER OF THE BOOTH FAMILY LLC PROPERTY; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY; SOUTH FOR 38.74 FEET TO THE IRON PIN MARKING THE POINT OF BEGINNING; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY, SOUTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, WEST FOR 75.00 FEET TO THE EAST RIGHT-OF-WAY FOR SAID HIGHWAY; RUN THENCE, ALONG SAID EAST RIGHT-OF-WAY, NORTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, EAST FOR 75.00 FEET BACK TO THE IRON PIN MARKING THE POINT OF BEGINNING.

SEE FOR FURTHER REFERENCE THE SURVEY BY BRENT ENGINEERING SERVICE, INC., DATED OCTOBER 2, 2020.

The Grantee agrees to indemnify, defend and hold harmless the Grantor and its employees, agents and representatives from any third-party loss, damage, injury, judgment or any other expense, including attorney fees to the extent any claim arises out of the Grantee's use of the Permanent Easement. Any installation costs, repairs or replacements of Grantee's improvements in the Permanent Easement shall be the sole responsibility of the Grantee, unless such costs, repairs or replacements are caused by the acts or omissions of the Grantor. Grantee agrees to assume full and complete responsibility for any and all damage to Grantor's right of way, easements, public improvements, drainage facilities, sanitary sewers or public utilities relating to Grantee's construction and/or use of structures in the easement territory.

The Grantee agrees to pay for the recordation of this agreement and any Exhibits attached.

The easement granted herein shall be for the benefit of the Grantee's property and shall constitute a covenant running.

It is further agreed that this instrument constitutes the entire agreement between the parties, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURES, on this the ____ day of _____, 2021.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
LYNN SPRUILL, Mayor

BY: _____
LESA HARDIN, City Clerk

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on this the ____ day of _____, 2021, within my jurisdiction, the within named, **LYNN SPRUILL**, who acknowledged that she is the Mayor of the City of Starkville, Mississippi, and that for and on behalf of the said City of Starkville, Mississippi, and as its act and deed, she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand and Official Seal this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on this the ____ day of _____, 2021, within my jurisdiction, the within named, **LESA HARDIN**, who acknowledged that she is the City Clerk of the City of Starkville, Mississippi, and that for and on behalf of the said City of Starkville, Mississippi, and as its act and deed, she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand and Official Seal this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

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

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, July 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 were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Henry Vaughn, Sr., City Attorney Chris Latimer and City Clerk Lesa Hardin.

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

Mayor Spruill introduced Fire Chief Charles Yarbrough who discussed the proposed monthly youth program to be conducted by the Starkville Fire Department. He is optimistic the program will encourage youth to consider careers in firefighting. He hopes the group will have 20 – 25 participants between the ages of 15 and 18.

The Mayor and members of the Board discussed items on the upcoming July 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:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

Friday, July 16, 2021

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF THE YOUTH PROGRAMS FROM THE FIRE DEPARTMENT AND POLICE DEPARTMENT**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JULY 20, 2021, REGULAR 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, JULY 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. 3130, in advance for any services requested.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 3, 2021
PAGE: Page 1 of 7

SUBJECT:

Public hearing and consideration of VA 21-07 a request for a variance from wall sign size requirements located at 100 East Main Street in a T-5D zoning district with the parcel number 1118P-00-317.00

SUMMARY:

Jonathan Ty Thames of Restaurant Tyler, LLC for a variance on wall sign size requirements located at 100 East Main Street. The applicant is proposing to paint a large mural and wall sign on the South Washington Street side of the building. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18".

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

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on July 9, 2021.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has 1 phone call in favor of this request.

At the July 27, 2021 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of VA 21-07 to allow for a variance from wall sign size requirements located at 100 East Main Street.



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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Public hearing and consideration of VA 21-07 a request for a variance from wall sign size requirements located at 100 East Main Street in a T-5D zoning district with the parcel number 1118P-00-317.00
Date: July 28, 2021

The purpose of this report is to provide information regarding Variance Request by Jonathan Ty Thames of Restaurant Tyler, LLC for a variance on wall sign size requirements located at 100 East Main Street in a T-5D zoning district with the parcel number 1118P-00-317.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is proposing to paint a large mural and wall sign on the South Washington Street side of the building. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18". If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the August 3, 2021 meeting.

VARIANCE REQUEST FROM

Variance #1: Sign Height Requirement. Section 14.7.8.A.2.ii. The sign area of a wall sign in Form-based districts shall not exceed three (3) feet in height and ninety percent (90%) of the width of the facade face.

Request a variance to increase the height of the sign from 3' to 22'.

Variance #2: Font Height Requirement. Section 14.7.8.A.4.i. The font height of wall signs in the TN-N, TN-E, and Formbased Districts shall not exceed eighteen (18) inches.

Request a variance to increase the height of the font above 18".

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7)

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.

3.7.2. Criteria for variance review and approval in form-based zoning districts. In addition to the criteria stated above, the following criteria shall also be used to review variances in any form-based district.

- A. Physical Conditions. The physical condition of the property, such as steep slopes, floodplain, drainage, or small or irregular shaped lots, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant.
- B. Burden. The burden of proof is on the applicant to demonstrate by clear and convincing evidence that the requested variance meets the criteria for variance review and approval.
- C. Impact. The variance will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, stormwater management, and other matters affecting public health, safety and general welfare.
- D. Urban Principle. The modification will not result in a substantial departure from the basic urban principle that buildings should directly front streets (as opposed to being set back from the right-of-way) and add value to the public realm and pedestrian walkability of the street edge.

NOTIFICATION:

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

- 1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
- 2. A legal ad was published in the Starkville Daily News on July 9, 2021.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has 1 phone call in favor of 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 21-07 Aerial



Legend

-  Subject Property
-  Parcels

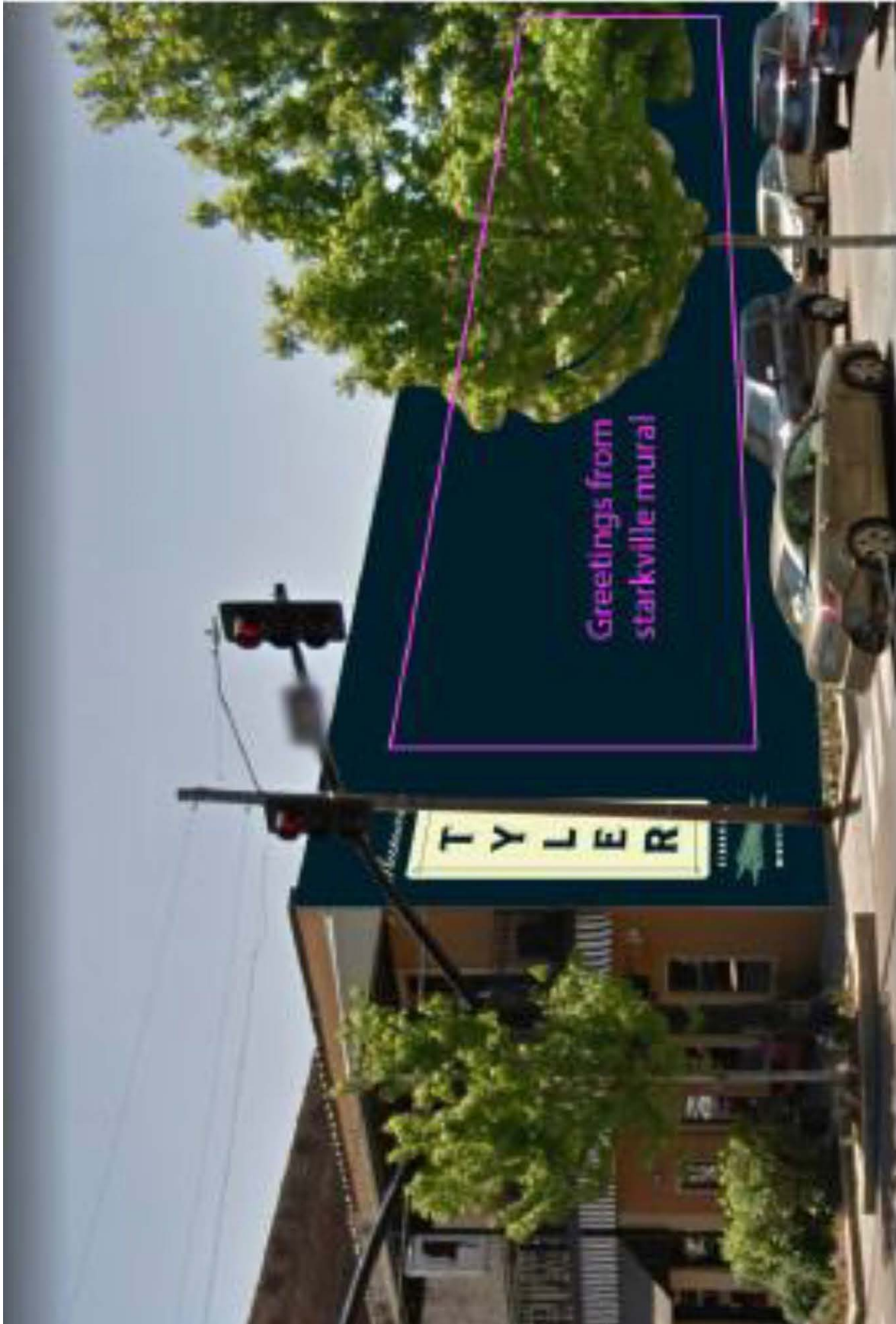
0 25 50 100 150 Feet



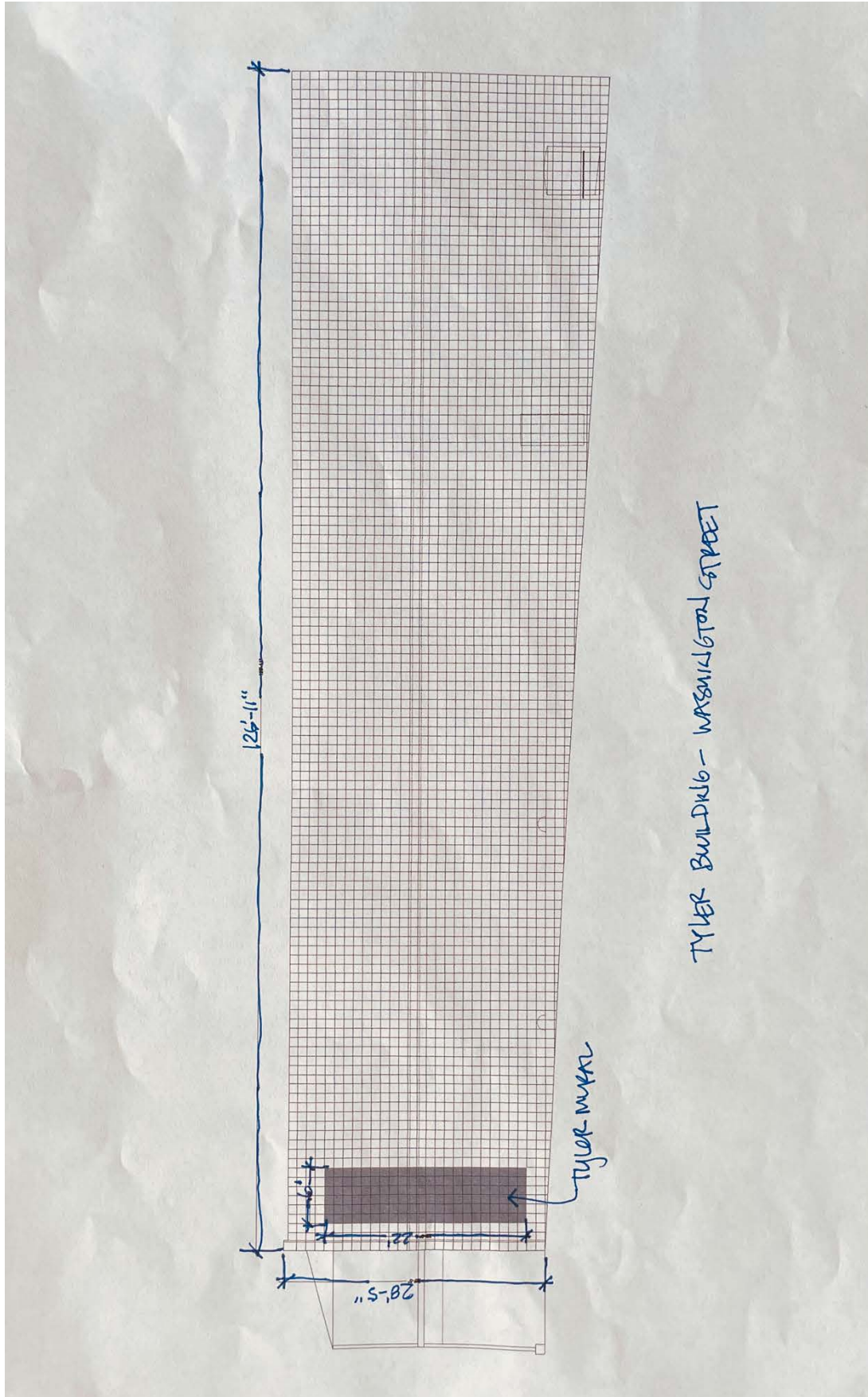
Attachment 2
VA 21-07 Zoning



Attachment 3- Image of Proposed Sign



Attachment 4- Dimensions





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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Aug. 03, 2021
PAGE: Page 1 of 59

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Bldg. 10 with the parcel number 118K-00-016.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 305 Everglade Building #10 (Parcel # 118K-00-016.00) was performed on 2021 by Code Enforcement Officer Sarah Perez and Building Official Stein McMullen. Inspection contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

On 07/21/2021 I Officer Perez called Mary Williams, the property manager of Brookville Garden apartments to request the dates of occupancy of the units for building 10. Mrs. Williams stated that Unit A is currently occupied, Unit B has been vacant since April 27, 2020, Unit C has been vacant since January 02, 2021, and Unit D is currently occupied.

Public Notices of the public hearing were posted on the subject property **07/07/2021** and City Hall **07/07/2021**. Notification letters of the public hearing were sent **07/07/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sarah Perez @ 662-323-4847

SUGGESTED MOTION:

Move to determine that the building located at 305 Everglade Ave Bldg. 10 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

305 Everglade Building 10

On May 28, 2021, Code Enforcement Officer Sarah Perez and I, Building Official Stein McMullen, went to 305 Everglade Avenue Building 10 apartment C to investigate complaints we had received. The tenant was not present at the time we arrived, and we were not able to make entry into the unit. I took photos of the exterior of the structure and Officer Perez and I left the property. I tried to reach the occupant of the C multiple times to following but was never able to make contact with her and had learned she had been moved to another apartment due to the condition of unit C. Management had informed us that if we needed to inspect the structure, we would need a warrant.

On June 9, 2021, I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into said property. Judge Kelley granted the Administrative Inspection Warrant.

On June 10, 2021, at or around 8:30 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Uneven roof.
2. Missing shingles.
3. Inadequate repairs to roof and ceiling that allow water to continue to enter the unit.
4. Windows broken out.
5. Inadequate drainage from the breeze way.
6. Water leaking into living spaces.
7. Gypsum board falling into living spaces.
8. Mildew and mold growing on wall and ceiling surfaces.
9. Mildew and mold growing on the roof decking and roof structure components.
10. Containers being used to catch water leaking into unit.
11. The soffit and fascia board has rotten to point it has separated and fallen from the building in areas.
12. Floor ceiling assembly was spongy and moved downward more than an inch when body weight was applied.

305 Everglade Building 10 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

111.5 Dangerous structure or premises

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is warped, worn loose, torn or otherwise unsafe as to provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
6. The building or structure or any portion thereof, is clearly unsafe for its use and occupancy.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary unfit for human habitation or in such a condition that is likely to cause sickness or disease.



























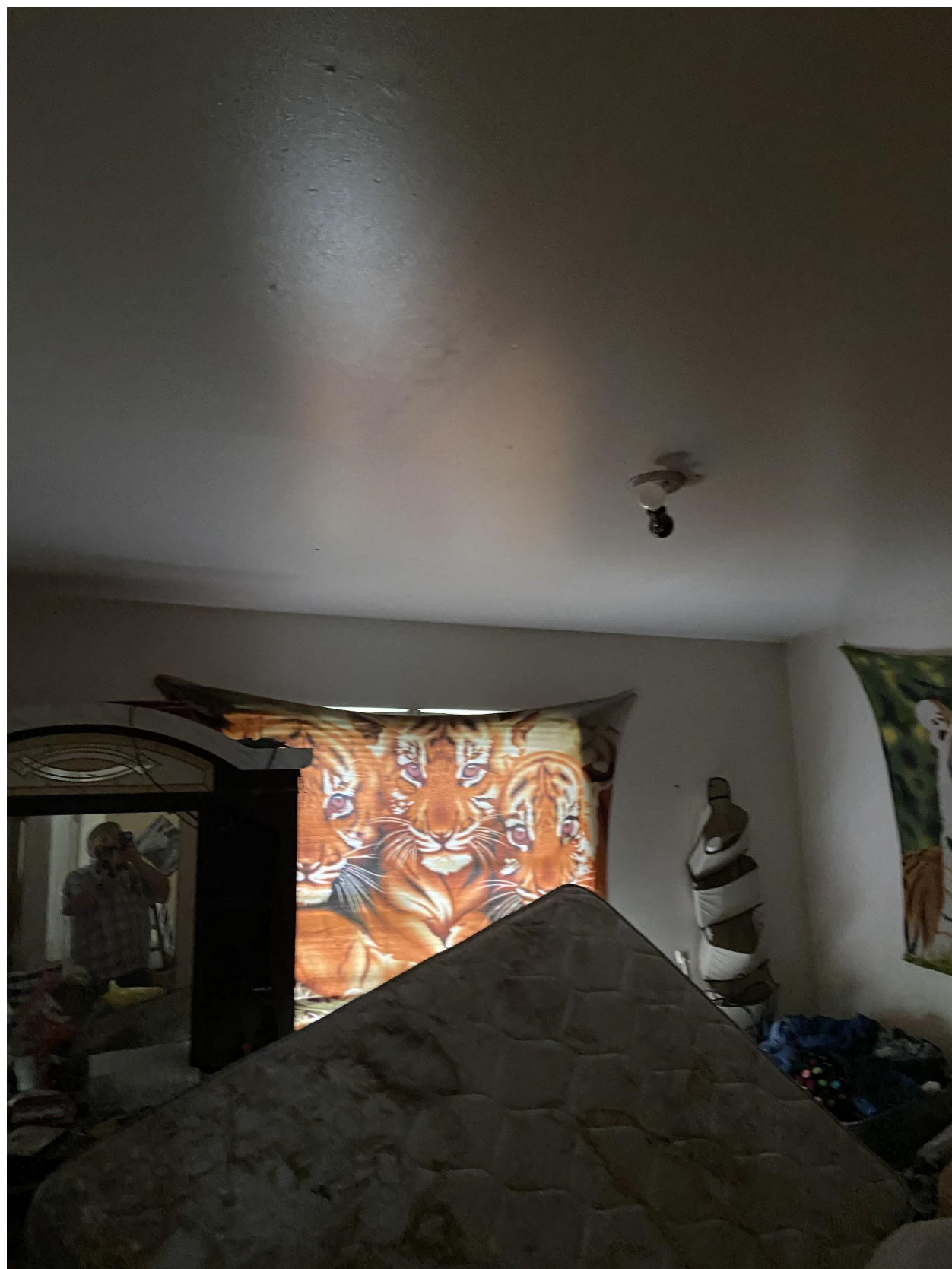














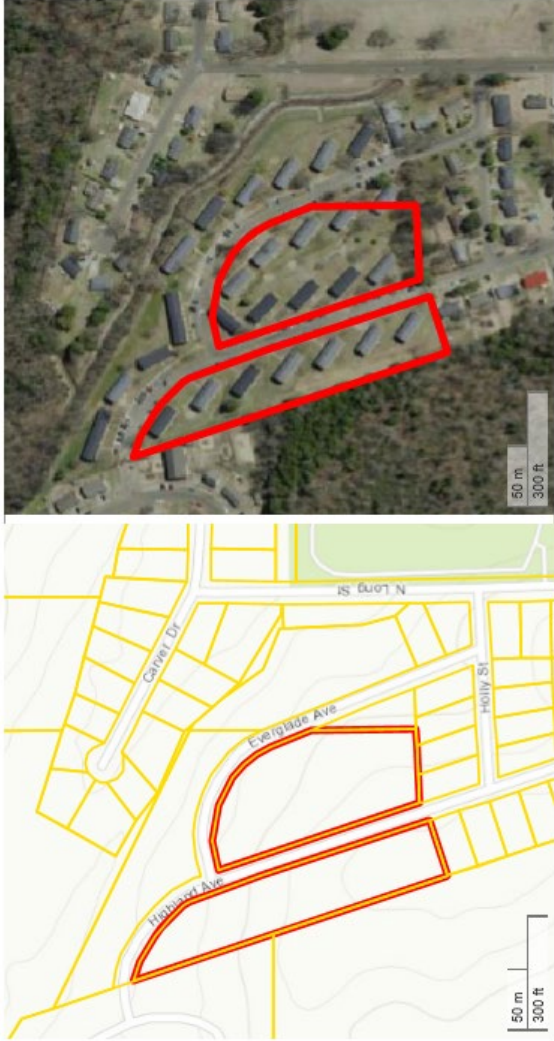




Miss Code Ann § 21-19-11

Determination that property or parcel is a
menace to public health, safety, and welfare.

305 Everglade Ave
Bldg. 10
118K-00-016.00



Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
Allen Morgan
101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066

PPIN:	1369
PARCEL_ID:	118K-00-016.00
OWNERNAME:	BROOKVILLE SCHOOLHOUSE ROAD ESTATES
ADDRESS1:	C/O ALLIANCE TAX ADVISORS
ADDRESS2:	433 E LAS COLINAS BLVD STE 300
CITY:	IRVING
STATE:	TX
ZIP:	75039
SECTION:	33
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 7 CITY BLK 73
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_ACT1:	0
CULT_ACT2:	0
UNCULT_ACT1:	0
UNCULT_ACT2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	102190
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	102190
IMP_VAL1:	0
IMP_VAL2:	2539960
TOTALVALUE:	2642150
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2012
DEED_PAGE:	4346
DEED_DATE:	1340841600000
SITUS_ADDR:	305 EVERGLADE AVE



Notices of Violations were sent to the property and taxpayer on 6/11/21

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Irving, TX 75039

0259
JUN 11 2021

Postmark
JUN 11 Here

06/11/2021

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.95

Total Postage and Fees \$7.40

Sent To
Schoolhouse Road Estates, Brookville

Street and Apt. No., or PO Box No.
433 E Las Colinas Blvd Ste 300

City, State, ZIP+4[®]
Irving, TX 75039

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Starkville, MS 39759

0259
JUN 11 2021

Postmark
JUN 11 Here

06/11/2021

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.95

Total Postage and Fees \$7.40

Sent To
Brookville Garden Apartments

Street and Apt. No., or PO Box No.
305 Everglade Ave

City, State, ZIP+4[®]
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Brookville Garden Apartments
305 Everglade Ave
Starkville, MS 39759

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Mangul

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express[®]
☐ Adult Signature
☐ Registered Mail[™]
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail[®]
☐ Insured Mail Restricted Delivery (over \$500)

2. Article Number (Transfer from service label)
9590 9402 6341 0296 1674 98

7017 2660 0000 9516 4930

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

City of Starkville
101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Dilapidated Structure Notice

Schoolhouse Road Estates Brookville
433 E Las Colinas Blvd Ste 300
Irving, TX 75039

Case No. 21-000185
Issued: June 11, 2021

VIOLATION LOCATION	LEGAL DESCRIPTION
305 Everglade Ave, 10 Starkville, MS 39759	

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room 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 Community Development Director, Simon Kim, at (662) 323-2525.

MYGOVUS 21-000185, 06/11/2021 at 9:10 AM Page 1/23

Code Enforcement

305 Everglade Ave Building #10



Everglade Avenue
Starkville, Oktibbeha County 39759

Code Enforcement

Building # 10 Apartment C
Vacant since Jan. 02, 2021

Dining room ceiling rotted out. Damage is progressing due to leak in the roof.



Building # 10 Apartment C
Kitchen



This unit has been vacant for 6 months and nothing has been done to the unit. The owners of the property have had ample time to address the issues yet have made no apparent attempts to do so.



Building # 10 Apartment C
Smoke detector missing

Jun 10, 2021 9:27:16 AM



Building # 10 Apartment C
Leftover belongings from
previous tenants were never
removed from the unit.



Building #10 Apartment C
Leftover belongings

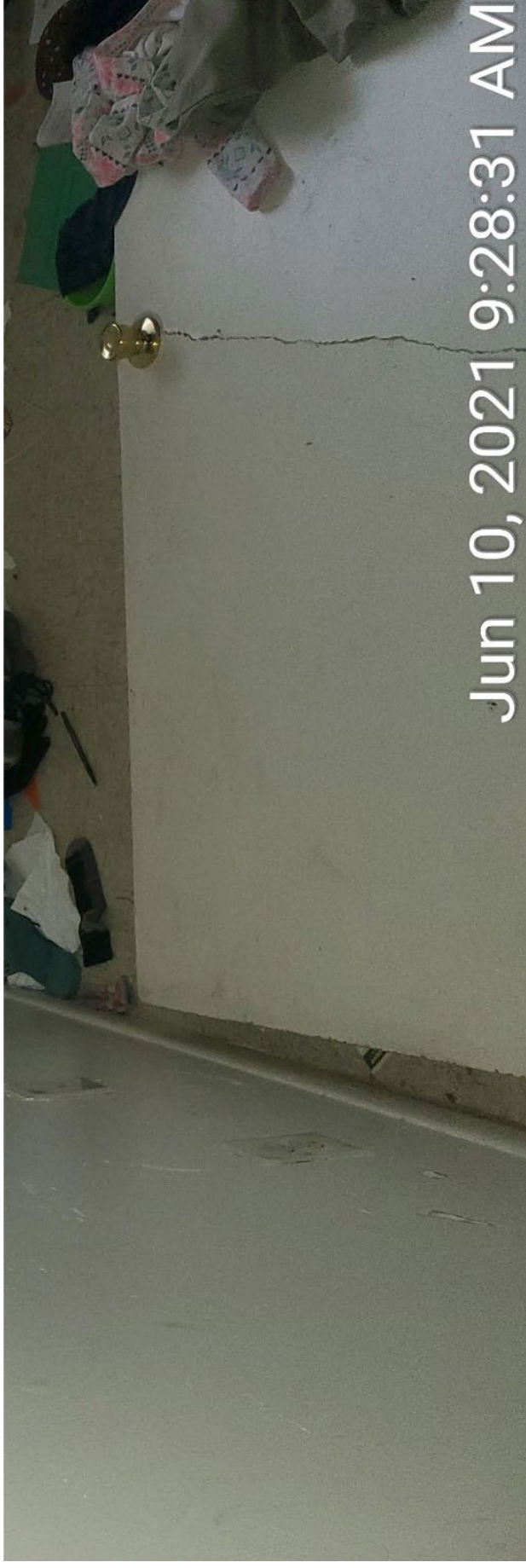


Building # 10 Apartment C
Leftover belongings



Building # 10 Apartment C

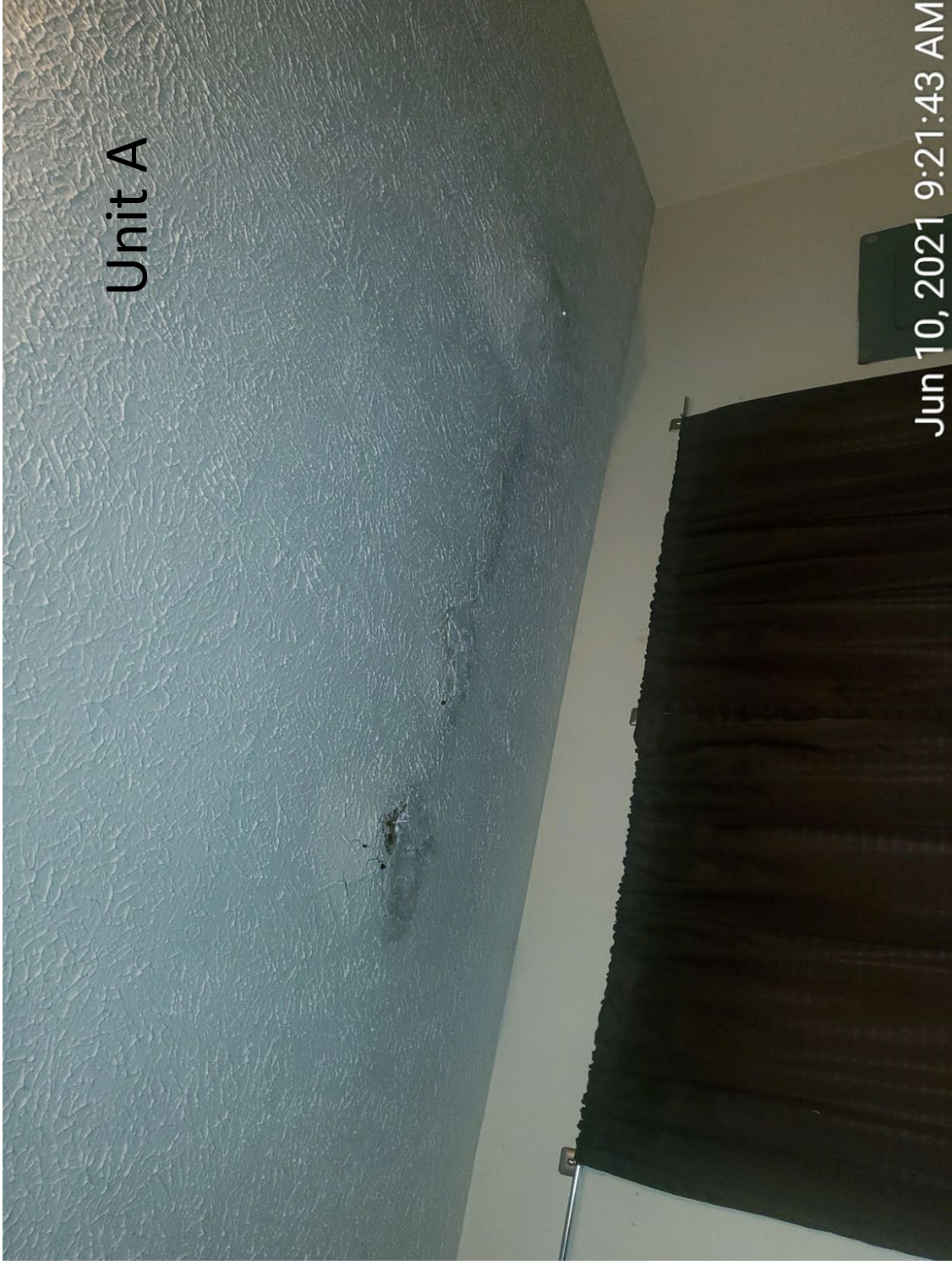
Door to bedroom has been knocked off the hinges and broken in half.



Building # 10 Apartment A

This unit is occupied and located directly under unit C.

This photo is of the dining room ceiling which is located directly below unit C's dining room. Where it can be seen there is extensive damage that has only been worsening over the past 6 months that unit C has been vacant.



Building # 10 Apartment A

These are photos of the buckets placed to collect the water from the leak in the dining room ceiling.



Building # 10 Apartment D

Dining room ceiling light has water leaking from it every time it rains. Due to the water, the light can not be utilized. There is also water leaking from the window frame in the dining room and the dining room floor is very spongy when walked on. Let it be known that in this unit resides a mother, her young son, and her infant daughter.



Jun 10, 2022

Building # 10 Apartment B
Hallway smoke detector
missing



Building # 10 Apartment B

This unit has been vacant since April 27th, 2021. In the past 15 months of this unit being vacant there have been no apparent attempts to clean the unit or do any needed repairs.

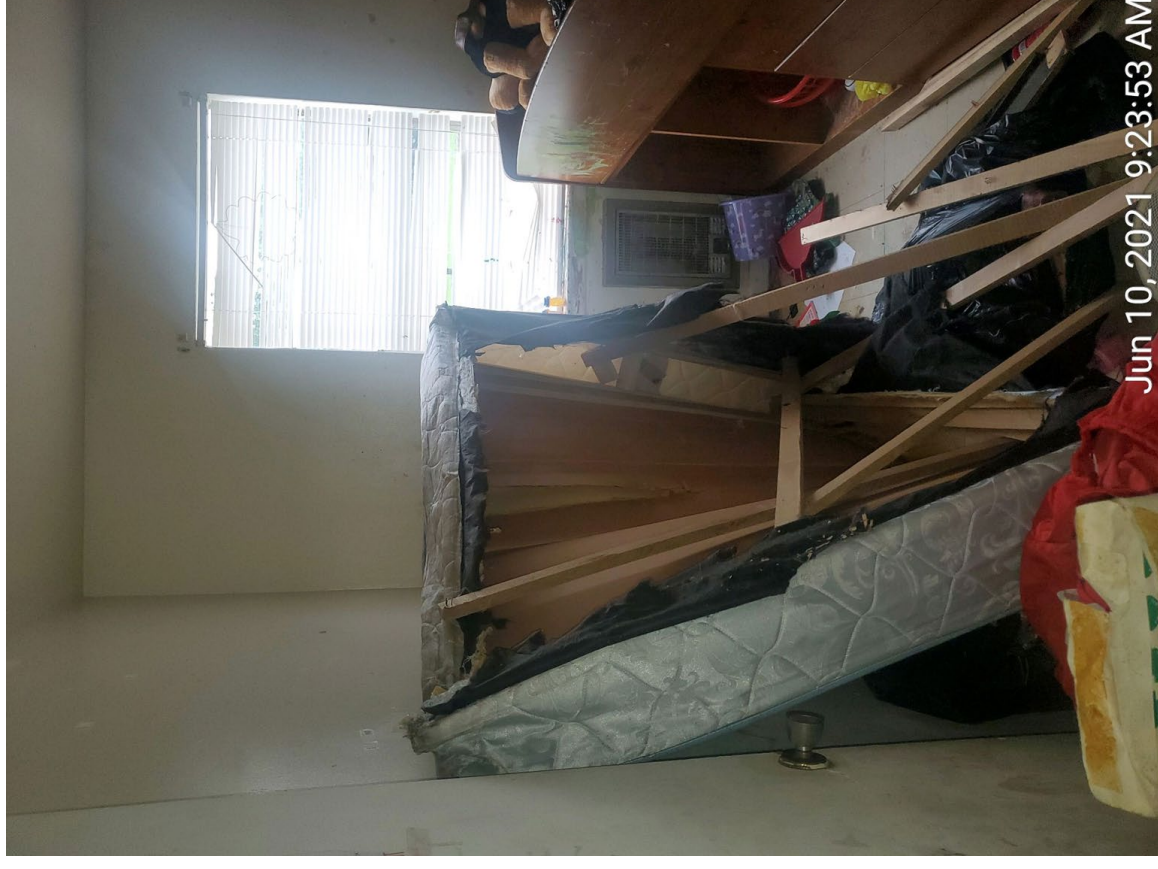


Building # 10 Apartment B

Throughout the unit there is the presence of mold/mildew on most of the belongings left behind by the previous tenants.



Building # 10 Apartment B
Bedroom #1



Building # 10 Apartment B
Bedroom #2



Jun 10, 2021 9:24:11 AM



Jun 10, 2021 9:24:06 AM

Building # 10 Apartment B
Bed room #3



Building # 10 Apartment B
Bathroom there is more left
behind belongings and
missing tiles from the floor.



Jun 10, 2021 9:25:05 AM



Jun 10, 2021 9:24:56 AM



Jun 10, 2021 9:24:47 AM

Building # 10 Apartment B
Bathroom ceiling has a leak
causing water damage and
mold.



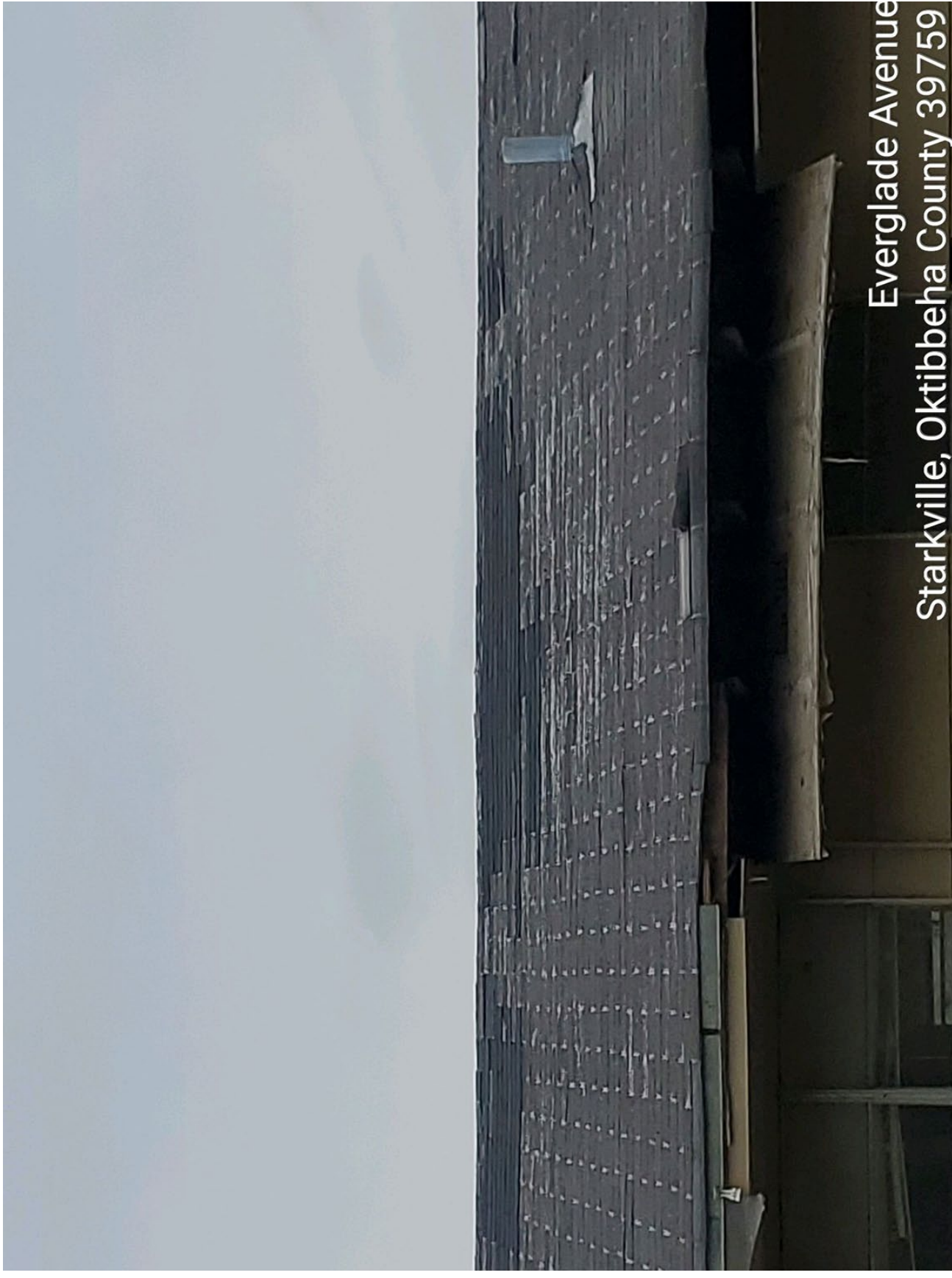
Building # 10

On the back of the building damage can be seen from missing guttering, falling panels, and broken windows.



Building # 10

Extensive damage to the roof



Everglade Avenue
Starkville, Oktibbeha County 39759

Building # 10
Extensive damage to the roof



Everglade Avenue
Starkville, Oktibbeha County 39759

Building # 10

Extensive damage to the roof

Guttering laying on the
ground



Everglade Avenue
Starkville, Oktibbeha County 39759

Building # 10
Guttering on the ground



Everglade Avenue
Starkville, Oktibbeha County 39759

Building # 10

The breeze way floods every time it rains In this photo there is approximately 2 inches of standing water. This standing water turns stagnant and becomes a breeding ground for insects such as mosquitoes which carry diseases.



Jun 10, 2021 9:36:30 AM



Public Hearing Notice

Was created, mailed to property and property owner, and posted at city hall and on the property on July 7th, 2021. Photos were taken of the posted notices as well as of the certified mail. All photos of these items can be found in the next two slides.

Schoolhouse Road Estates Brookville

433 E Las Colinas Blvd Ste 300

Irving, TX 75039|

NOTICE

PARCEL NUMBER: 118K-00-016.00

305 Everglade Ave Building 10, Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Aug. 3rd, 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 two (2) years 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

Schoolhouse Road Estates Brookville
433 E Las Colinas Blvd Ste 300

Irving, TX 75039]

NOTICE

PARCEL NUMBER: 118K-00-016.00

305 Everglade Ave Building 10, Starkville, MS 39759

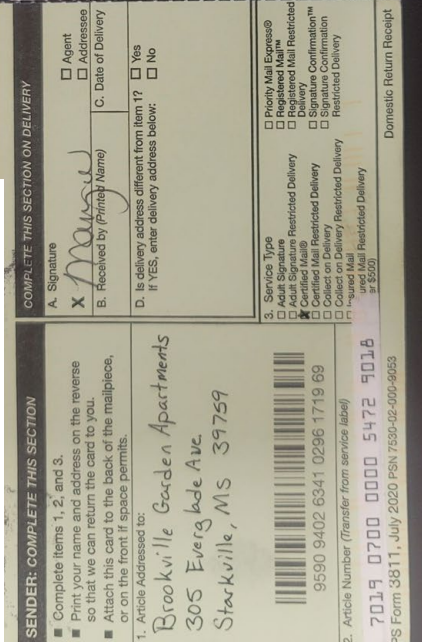
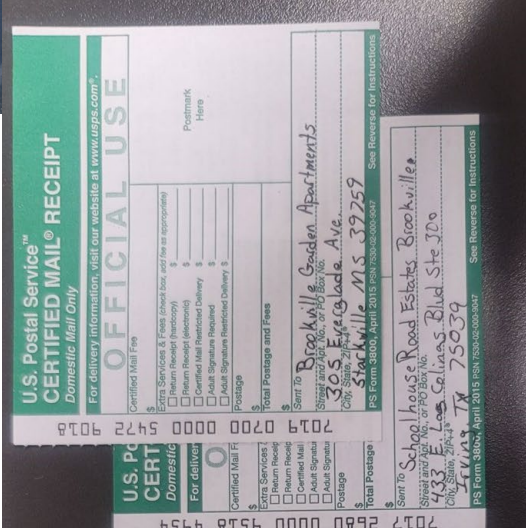
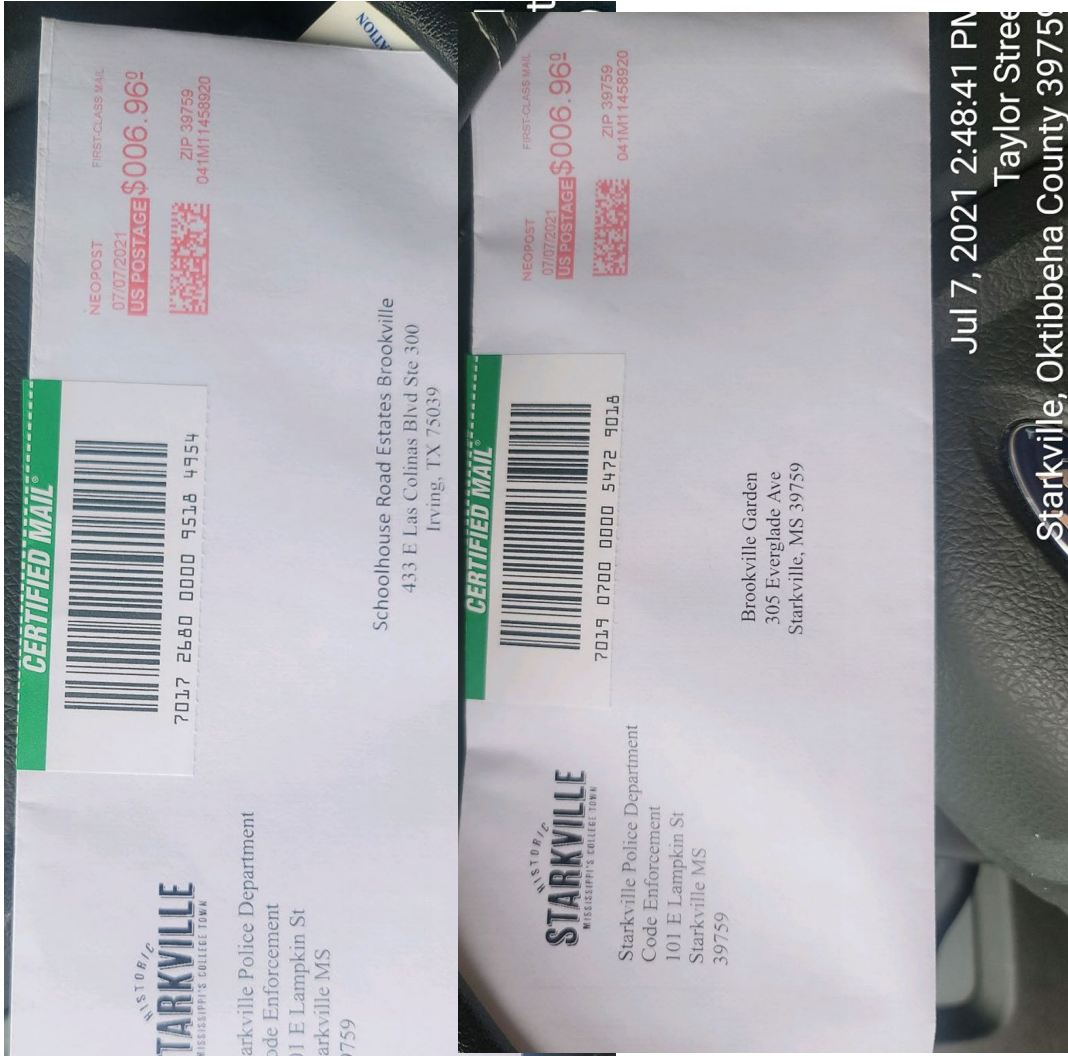
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If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer **Sarah Perez** (662)323-4847

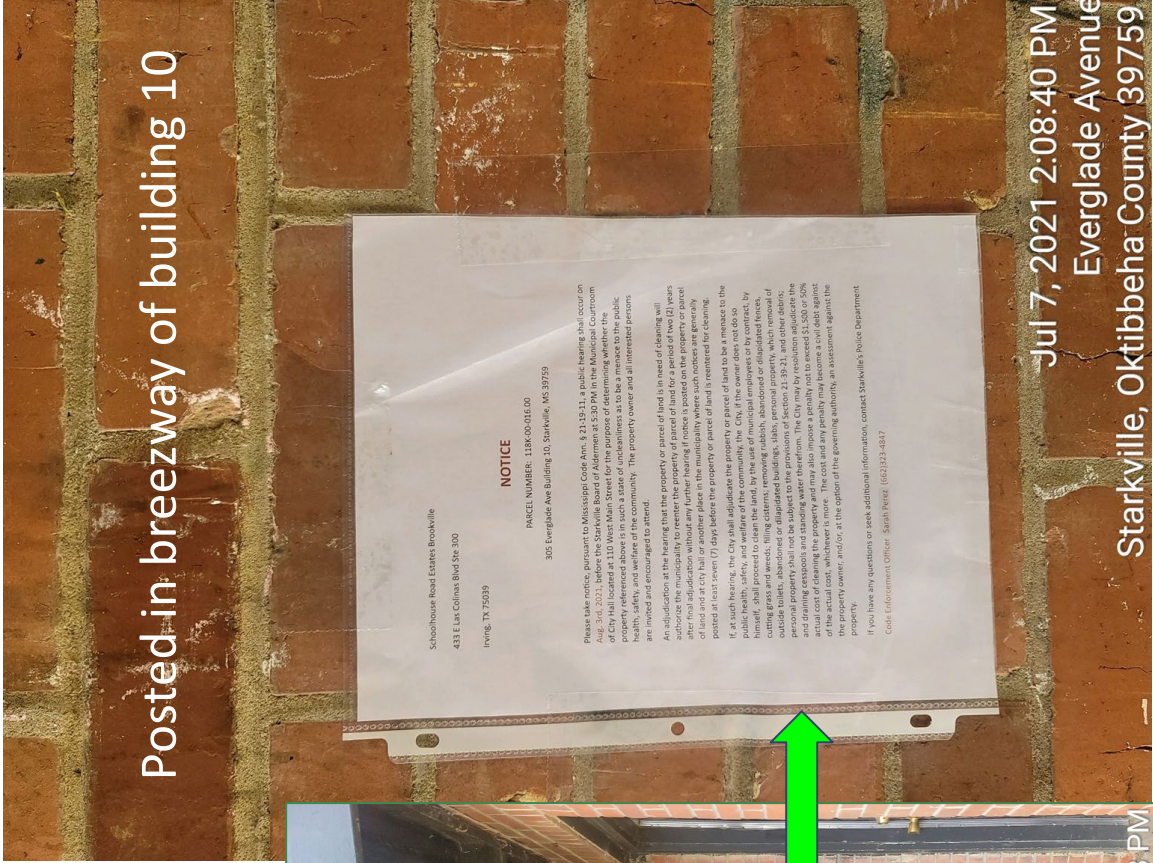
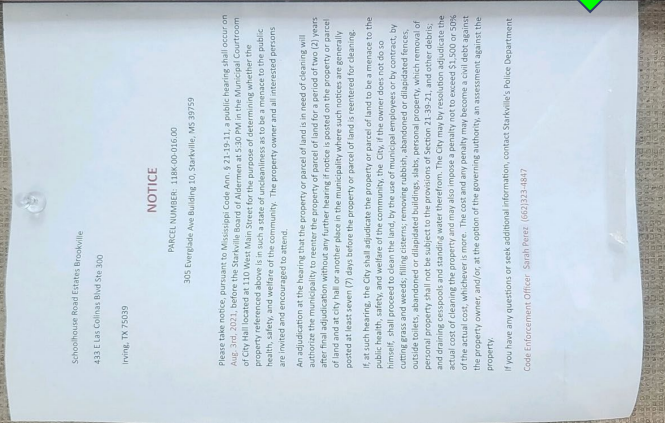
Public Hearing Notices Mailed to
Property, and Property Owner on
July 7th, 2021



Jul 7, 2021 2:48:41 PM
Taylor Street
Starkville, Oktibbeha County 39759

Code Enforcement

Public Hearing Notices Posted at the
property and Starkville City Hall on,July
7th, 2021



Jul 7, 2021 2:08:58 PM
Everglade Avenue
Starkville, Oktibbeha County 39759

Jul 7, 2021 2:08:40 PM
Everglade Avenue
Starkville, Oktibbeha County 39759

ORDINANCE NO. 2021-___

AN ORDINANCE FOR THE USE AND REGULATION OF
ELECTRIC-ASSISTED SCOOTERS AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-37-3, the City of Starkville, Mississippi (“Starkville” or “the City”) has the power to exercise full jurisdiction in the matter of streets, sidewalks, and parks; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-1, the Starkville Board of Aldermen has the power to make regulations to secure the general health of the municipality; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-5, the Starkville Board of Aldermen has the care, management, and control of municipal affairs and property and shall have the power to adopt any orders, resolutions, and/or ordinances with respect to such municipal affairs and property not inconsistent with the Mississippi Constitution or other statute or laws of the State of Mississippi; and

WHEREAS, the Mayor and Board of Aldermen contemplate a profusion of shared electric-assisted scooters being deployed within the City by companies as part of Dockless Electric Assisted Scooter Sharing Systems; and

WHEREAS, such profusion and congestion of electric-assisted scooters, particularly in the City’s downtown and commercial areas, will create unique safety and traffic issues; and

WHEREAS, currently there is no City regulation or guidelines regarding the operation of electric-assisted scooters;

WHEREAS, the City seeks to promote shared mobility, both in the short and long term, to provide greater connectivity, access to transportation, and quality of life, and it recognizes,

finds, and determines that shared mobility is essential to improve air quality, reduce motor vehicle traffic, and promote equitable and accessible systems of transportation; and

WHEREAS, the Mayor and Board of Aldermen find it is in the public's interest to regulate electric-assisted scooters, to include scooter sharing programs, to improve mobility options while at the same time protecting the health, safety and general welfare of individuals and the community at large.

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

SECTION 1. Definitions. The following words and phrases, whenever used in this Chapter, shall be defined as follows:

Bicycle means every vehicle propelled by human power upon which any person may ride having two or more wheels, any of which is more than 14 inches in diameter, but does not include any mobility device as defined by the Americans with Disabilities Act.

Board means the Starkville Board of Aldermen.

Chief of Police means the chief of police of Starkville or his or her designee.

Dockless Electric-Assisted Scooter Sharing System means an electric-assisted scooter share program in which companies distribute electric-assisted scooters throughout a city to be rented per trip. Scooters are tracked via GPS and can be located by users and the distribution company.

Electric-assisted scooter means a means a self-balancing two-tandem wheeled device, designed to transport only one (1) person, with an electronic propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour, weighing less than 150 pounds, and featuring handlebars, a brake and a deck that is designed to be stood upon by the user when riding. Electric-assisted scooter does not include: (1) a vehicle that is powered by gasoline; or (2) a motorized skateboard.

Facilities or area means any City owned or leased property, including improved or unimproved parks and park amenities which are under the care, management, and control of the City of Starkville.

Motorcycle means every motor vehicle having a seat or saddle for use of the rider and designed to travel on not more than three wheels in contact with the ground.

Motor-driven cycle means every motorcycle, including every motor scooter, Segway, four-wheeler or moped.

Motor vehicle means every vehicle which is self-propelled but shall not include electric personal assistive mobility devices or electric bicycles as defined by Miss. Code Ann. §63-3-103.

Motorized wheelchair means any self-propelled vehicle designed specifically for use by a physically disabled person that is incapable of a speed more than 15 miles per hour.

Park or parking means the standing of a vehicle, whether occupied or not.

Public right-of-way means the entire width of the area from property line to property line including that area between the roadway and the abutting private property line.

Recreational vehicle means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation, or travel use, and which has its own motor. Recreational vehicle shall include converted buses and motor homes.

Skateboard means a device for riding upon, either for sport or transportation, which is propelled by human power, consisting of an oblong piece of rigid material mounted upon wheels or rollers, but excluding wagons, scooters, strollers, carts, and toy vehicles.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except electric personal assistive mobility device or devices moved by human power or used exclusively upon stationary rails or tracks.

SECTION 2: Operations

Electric-assisted scooter operation:

- (a) Any entity seeking to distribute or operate a shared electric-assisted scooter program within the City shall first obtain a privilege license (to be renewed annually) from the City conditioned on compliance with the provisions of this ordinance and any other conditions (including indemnity and insurance) established by the City. No entity shall operate a shared electric scooter sharing program within the City except pursuant to such license and privilege. Any entity seeking to operate a shared electric scooter program within the City pursuant to a privilege license shall remit to the City a licensing fee to be determined by the City.
- (b) Licensees shall provide easily visible contact information, including a toll-free phone number and/or e-mail address on each shared electric-assisted scooter for City employees and/or members of the public to make relocation requests or to report other issues with the devices.
- (c) Licensees shall target an initial fleet size of an amount similar to other cities with comparable population. Such proposed fleet size must be approved in writing by the Mayor. Any increase in fleet size shall be supported by data for demand and must likewise be approved in writing by the Mayor. Any electric-assisted scooter operator so licensed shall provide data to the City as necessary to assist with monitoring program usage and addressing violations of this ordinance.
- (d) Any licensee shall provide the City of Starkville with proof of insurance coverage exclusively for the operation of electric-assisted scooters including: (1) commercial general liability coverage with a limit of no less than \$1,000,000 each occurrence and \$5,000,000 aggregate; (2) automobile insurance coverage with a limit of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate; and (3) where the company employs personnel within the City of Starkville, workers' compensation coverage as required by statute. This insurance must name the City of Starkville as an additional insured under the policy and contain a waiver of subrogation in favor of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The licensee's insurance coverage shall be primary with respect to Starkville, its officials, agents, employees, representatives, and volunteers. Any insurance or self-insurance maintained by Starkville, its officials, agents, employees, representatives, or

volunteers shall be considered secondary and in excess of the licensee's insurance and shall not contribute to it. The privilege license shall not become effective until the licensee presents the City with a Certificate of Insurance, and applicable policy sections, consistent with these requirements, and those materials are reviewed and approved by the City Attorney.

- (e) Subject to the exceptions and restrictions below, the operation of electric-assisted scooters shall be allowed upon the following public areas: (1) on a marked bicycle path or multiuse path; (2) on streets or roads where bicycles are permitted; or (3) on a sidewalk, if the person operating the device yields the right-of-way to pedestrians and gives an audible signal before overtaking and passing a pedestrian. Shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes, bike paths, and multi-use paths.
- (f) It shall be unlawful for any person to operate an electric-assisted scooter on a street with a posted speed limit of thirty-five (35) miles per hour or higher unless there is a designated bike lane and/or multi-use path on such roadway.
- (d) It shall be unlawful for any person to engage in any activity that interferes with the safe operation of the electric-assisted scooter.
- (e) It shall be unlawful for any person to operate an electric assisted scooter in such a manner as to indicate a careless or reckless disregard for the rights or safety of others or in such a manner as to endanger or be likely to endanger any person or property.

- (f) Every person riding an electric-assisted scooter upon a street, highway or roadway shall be granted all the rights and shall be subject to all the duties applicable to the driver of a vehicle or riders of bicycles by the laws of this state declaring rules of the road or by the traffic ordinances of this City, except pursuant to additional regulations specified in this ordinance.
- (g) Every person operating an electric-assisted scooter upon a street, highway, or roadway at less than the normal speed of traffic shall ride as near to the right side of the street, highway, or roadway as practicable except when:
 - (1) Preparing to make a left turn at an intersection or into a private drive or roadway;
 - (2) Reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow width lanes that make it unsafe to continue along the right-hand edge of the street, highway, or roadway. For the purposes of this section, “narrow width lane” means a lane that is too narrow for a bicycle or stand-up electric-assisted scooter and a vehicle to travel safely side-by-side within the lane.
- (h) Persons riding electric-assisted scooters upon a street, highway, or roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles or electric-assisted scooters. Whenever a useable path for bicycle or multi-use path has been provided adjacent to a roadway, riders of electric-assisted scooters shall use such path and shall not use the roadway.
- (i) No electric-assisted scooter shall be used to carry more than one person at a time.

- (j) It shall be unlawful for any person while riding an electric-assisted scooter on the streets, highways, bicycle, or multi-use paths of the City, to hitch or otherwise attach himself or herself onto other moving vehicles.
- (k) A person operating an electric-assisted scooter across a street, highway, or a roadway, or along a crosswalk, shall yield the right of way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.
- (l) The operator of an electric-assisted scooter emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on such sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles and bicycles approaching on such roadway.
- (m) It shall be unlawful for any person to operate an electric-assisted scooter upon the roadway, street, highway or bicycle or multiuse path between the hours of 11:00 P.M. and 4:00 A.M.
- (n) It shall be unlawful for any person to operate an electric-assisted scooter at a speed more than fifteen (15) miles per hour.

SECTION 3: Operation of Electric-assisted scooter while Under the Influence of Drugs or Alcohol.

No person shall ride or attempt to ride an electric-assisted scooter on any sidewalk, street, roadway, highway, or public path set aside for the exclusive use of pedestrian and bicycle traffic, including all public parks and playgrounds or other property under the ownership, jurisdiction or control of the City created to provide a public service while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug.

SECTION 4. Prohibited Parking of Electric-Assisted Scooters

- (a) It is unlawful for any person to park or leave an electric-assisted scooter on public property where such electric-assisted scooter blocks pedestrian travel or presents a traffic hazard.
- (b) It is unlawful for any person to park or leave an electric-assisted scooter in the area adjacent to or within the following areas:
 - 1. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - 2. Loading zones;
 - 3. Disabled parking zones;
 - 4. Curb ramps;
 - 5. Driveways and driveway approaches;
 - 6. Motor Vehicle parking spaces;
 - 7. Motor vehicle driving lanes or bicycle lanes; and
 - 8. Entrances to private property or driveways.
- (c) It is unlawful for any person to park or leave an electric-assisted scooter in any manner or to impede or interfere with the access to or from any building.

SECTION 5 Impoundment of Electric-Assisted Scooters.

Electric-assisted scooters may be impounded or taken to any other place of safety by the police department or another authorized City representative when:

- (a) The electric-assisted scooter is reported or determined to be stolen and is recovered;
- (b) The electric-assisted scooter is abandoned;

- (c) The electric-assisted scooter is left on public property where that scooter blocks pedestrian travel or presents a traffic hazard.

An impounded electric-assisted scooter shall not be released by the City until all necessary impound fees have been paid and the rightful owner is found and shows proof of ownership.

SECTION 6. **Penalties**

The City reserves the right to revoke a business privilege license for commercially shared electric-assisted scooters with or without cause. Upon such revocation, the Licensee's fleet of shared electric scooters shall be removed from the City's rights-of-way within 10 business days. Distributors, operators, or riders of electric-assisted scooters who violate the terms of this ordinance shall be subject to the City's general penalty provisions established in Section 1-10 of the Starkville Code of Ordinances.

SECTION 7. **Severability.**

The provisions of this ordinance are severable and should any such provision be declared unconstitutional or unenforceable, such declaration shall not affect any of the remaining provisions hereof.

SECTION 8. **Effective Date.** This Ordinance shall take effect upon 30 days following its adoption with publication in the official City newspaper.

Approved by the governing body of the City of Starkville, Mississippi, this ____ day of August, 2021, by the following vote:

Alderman Ben Carver	_____
Alderman Sandra Sistrunk	_____
Alderman Jeffrey Rupp	_____
Alderman Mike Brooks	_____

Alderman Hamp Beatty

Alderman Roy A'. Perkins, Vice Mayor

Alderman Henry Vaughn

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

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: August 3, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: August 3, 2021
PAGE: 1

SUBJECT: Request Approval of the Flight School Operations Agreement between the City of Starkville and a Flight Training Operator to provide Flight Training Services on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: This will be a no cost agreement between the Airport and Operator

FISCAL NOTE: This will allow additional Flight Training on George M. Bryan Field

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

This will be a no cost

SUGGESTED MOTION: Move to Approve of the Flight School Operations Agreement between the City of Starkville and a Flight Training Operator to provide Flight Training Services on George M. Bryan Field

**FLIGHT SCHOOL
OPERATIONS AGREEMENT**

EFFECTIVE DATE: _____

FLIGHT SCHOOL NAME: _____

OWNER/OPERATOR: _____

**PRIMARY PHONE & EMAIL
OF OPERATOR:** _____

This Agreement is entered into effective the day and date entered above by and between the **CITY OF STARKVILLE, MISSISSIPPI**, as the OWNER of the Starkville Municipal Airport, George M. Bryan Field, (hereafter "OWNER" and the FLIGHT SCHOOL OPERATOR identified (hereafter "FLIGHT SCHOOL or OPERATOR") above for the purpose of authorizing the said FLIGHT SCHOOL to operate and provide flight training services.

In consideration of the mutual covenants and agreements each made to the other the City and FLIGHT SCHOOL undertake and agree as follows:

1. FLIGHT SCHOOL shall be authorized to operate and provide flight training services from George M. Bryan Field to include pre-flight and post-flight operations;
2. FLIGHT SCHOOL shall **not** be authorized to utilize any of the public space located within the FBO building or privately leased hangars for ground school training;
3. FLIGHT SCHOOL shall, at its sole expense, maintain and keep on file with the airport manager the following insurance:: general liability insurance for all flight operations with a minimum limit of \$1,000,000 per occurrence; the statutory limit for workers compensation (if applicable); All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name the City of Starkville, Mississippi as additional name insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement. OPERATOR agrees to provide proof of liability insurance to the airport director for any and all aircraft based, operated or maintained at the airport.

OPERATOR agrees to indemnify, defend and hold harmless the airport OWNER, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorney's fees, arising from any act or omission of OPERATOR in connection with its FLIGHT SCHOOL operations at the airport.

4. In the event that any terms of this operations agreement conflicts with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
5. The FLIGHT SCHOOL, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that FLIGHT SCHOOL shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
6. FLIGHT SCHOOL expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor Airport Director, nor Airport Operations Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this agreement or because of any breach thereof.

7. City of Starkville and FLIGHT SCHOOL agree and understand that notwithstanding any of the foregoing terms and conditions of this agreement, that the City of Starkville or FLIGHT SCHOOL shall have the absolute right to terminate this agreement upon ninety (90) days written notice to the other party.
8. This agreement constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
9. This operations agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Eastern Division, as the case may be.

STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD, ("AIRPORT OWNER")

BY: RODNEY LINCOLN

ITS: AIRPORT MANAGER

(FLIGHT SCHOOL)

BY: _____ (PRINT NAME)

ITS: _____



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 3, 2021
PAGE: Page 1 of 5

SUBJECT:

Discussion and consideration of an Encroachment Agreement to allow the placement of a residential development sign within the right-of-way at the entrance to the Oakvale subdivision on Fieldgate Drive.

SUMMARY:

The applicant, Andy Fornea of A.S Fornea Construction LLC, is requesting approval of and encroachment agreement with the City of Starkville to allow for the placement of a residential development sign within the right-of-way at the entrance to the Oakvale Subdivision on Fieldgate Drive. The applicant has applied for a sign permit. The permit has been reviewed and will be approved upon the execution of the encroachment agreement. Exhibit "A" shows the proposed location and an elevation of the proposed sign.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of the encroachment agreement to allow for the placement of a residential development sign within the right-of-way at the entrance to the Oakvale Subdivision.

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between A.S. Fornea Construction, 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 Fieldgate Drive approximately thirty feet south of Lynn Lane within a median island.

WHEREAS, the **DEVELOPER** and the **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 August 3, 2021.

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

DEVELOPER:

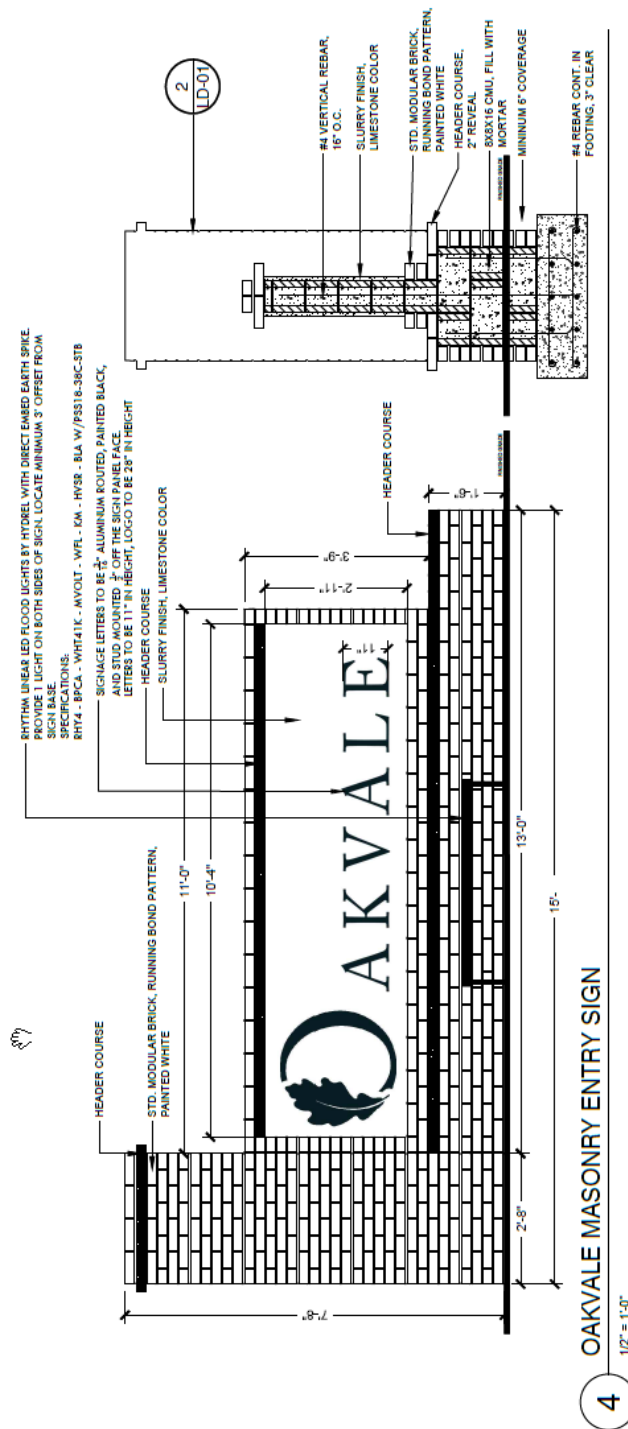
Andy Fornea, A.S. Fornea Construction, LLC

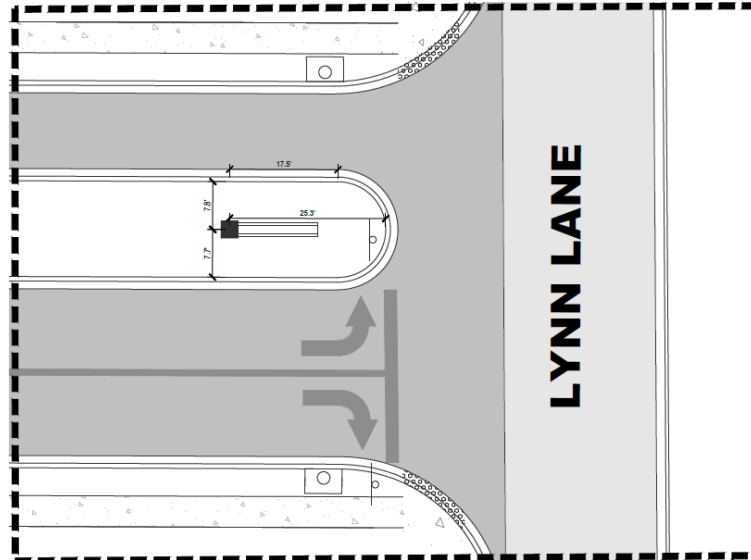
CITY OF STARKVILLE, MISSISSIPPI:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor

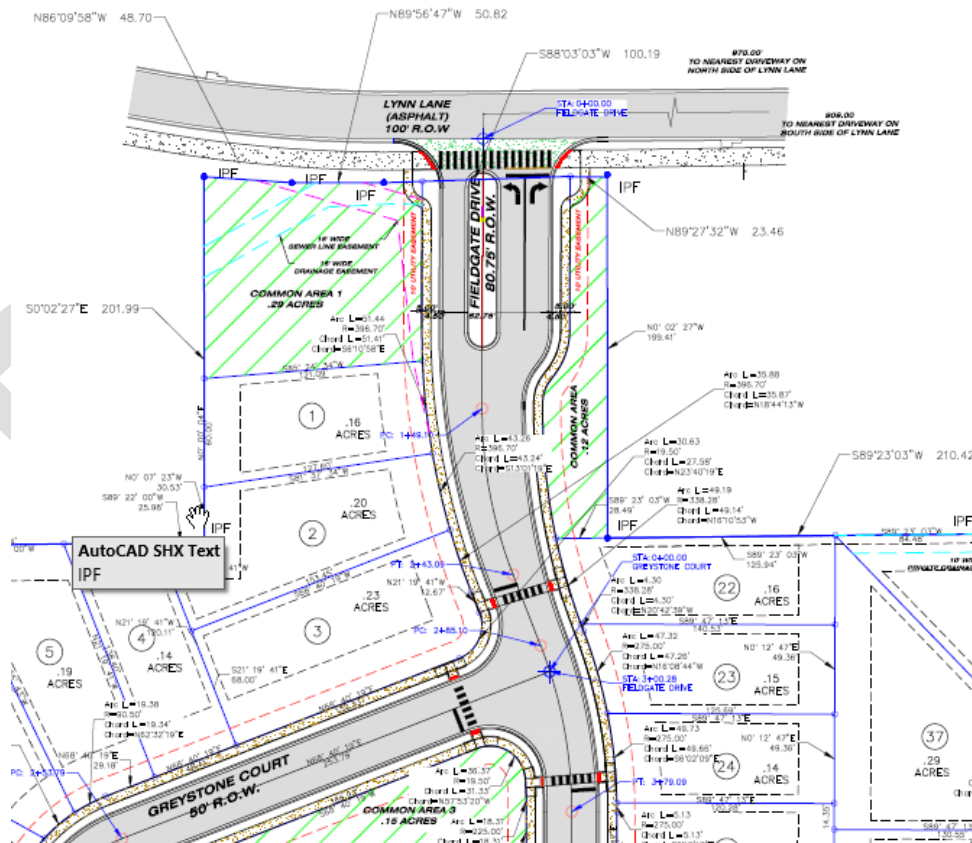
EXHIBIT "A"





LYNN LANE ENTRANCE

1" = 10'-0"





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

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

SUBJECT:

Discussion and Consideration of two candidates for potential reappointment for vacancies on the Historic Preservation Commission.

SUMMARY:

There are three current vacancies on the Historic Preservation Commission. Two former commissioners have requested to be reappointed. Cyndi Sullivan (attachment 1) and Christopher Hunter (Attachment 2) have requested reappointment. Both are eligible for reappointment. All appointments are for a 3-year term ending on July 31, 2024.

Below is the Terms of Office for Historic Preservation Commission in Section 2.4.5 of the Unified Development Code:

2.4.5. Terms of office. All appointments shall be for a period of three (3) years. All members are eligible for reappointment.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of reappointing Cyndi Sullivan and Christopher Hunter to the Historic Preservation Commission with a 3 year term expiring on July 31, 2024.

Attachment 1- Cyndi Sullivan

|

July 23, 2021

To Whom It May Concern,

Please accept this as my letter of interest to continue to serve on the City of Starkville's Historic Preservations Commission. I have been a member since the beginning and can see the positive progress this commission for the city.

Thank you for your consideration,

Cyndi G Sullivan



MISSISSIPPI STATE
UNIVERSITY™

SCHOOL OF ARCHITECTURE
College of Architecture, Art and Design

P.O. Box AQ
240 Giles Hall | 899 Collegeview Street
Mississippi State, MS 39762

P 662.325.2202
F 662.325.8872

caad.msstate.edu/sarc

July 26, 2021

Daniel Havelin, AICP, PLA
City Planner | City of Starkville
110 West Main Street
Starkville, Mississippi 39759-2823

Re: Reappointment to the City of Starkville Historic Preservation Commission

Daniel:

This letter serves as documented interest to continue to serve on the City of Starkville Historic Preservation Commission.

I have appreciated the opportunity to learn from and serve the citizens of Starkville in the continued goal of identifying, assessing, and documenting the history of the community. I look forward to the chance to continue this effort and would appreciate the opportunity to work on behalf of the citizens and community of Starkville. Thank you for your consideration.

If you have any questions or comments, please do not hesitate to reach out to me at chunter@caad.msstate.edu.

Sincerely,

Christopher S Hunter, PhD, Assoc. AIA, CSI, CDT
Assistant Professor of Architecture
Mississippi State University

cc: Files



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 3, 2021
PAGE: Page 1 of 15

SUBJECT:

Discussion and consideration of COA 21-05 a request for a Certificate of Appropriateness at 410 Greensboro Street on a parcel that is currently zoned TN-E with the property # 118O-00-298.00

SUMMARY:

The applicants, Scott DiGiulio and Courtney Thompson, are requesting a certificate of appropriateness to replace a fence, porch flooring, and porch light fixture on the subject property located at 410 Greensboro Street on a parcel that is currently zoned TN-E with the property #118O-00-298.00. On July 27, 2021, the Historic Preservation Commission reviewed the request at their July 27, 2021 meeting and voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of a Certificate of Appropriateness request for 410 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)
Subject: Discussion and consideration of COA 21-05 a request for a Certificate of Appropriateness at 410 Greensboro Street on a parcel that is currently zoned TN-E with the property # 118O-00-298.00
Date: July 27, 2021

The purpose of this report is to provide information regarding Certificate of Appropriateness request by Scott DiGiulio and Courtney Thompson on the subject property located at 410 Greensboro Street on a parcel that is currently zoned TN-E and is located within the Greensboro Historic District with the property #118O-00-298.00. Please see attachments 1- 4

COA REQUEST:

The applicant is requesting a Certificate of Appropriateness to:

1. **Replace Existing Fence (Page 1-4 of Attachment 3).** The applicant is requesting to replace existing wooden fence. The fence is visible from Greensboro Street and Ernest H. Jones Jr. Drive.
2. **Replace Existing Porch Flooring (Page 5-6 of Attachment 3).** The applicant is requesting to replace damaged floor boards and possible floor joist on the porch with similar material.
3. **Replace Existing Porch Light Fixture (Page 7 of Attachment 3).** The applicant is requesting to replace existing single bulb globe style light fixture with a more ornate light fixture.

COA HISTORY:

410 Greensboro is a Greek Revival home

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

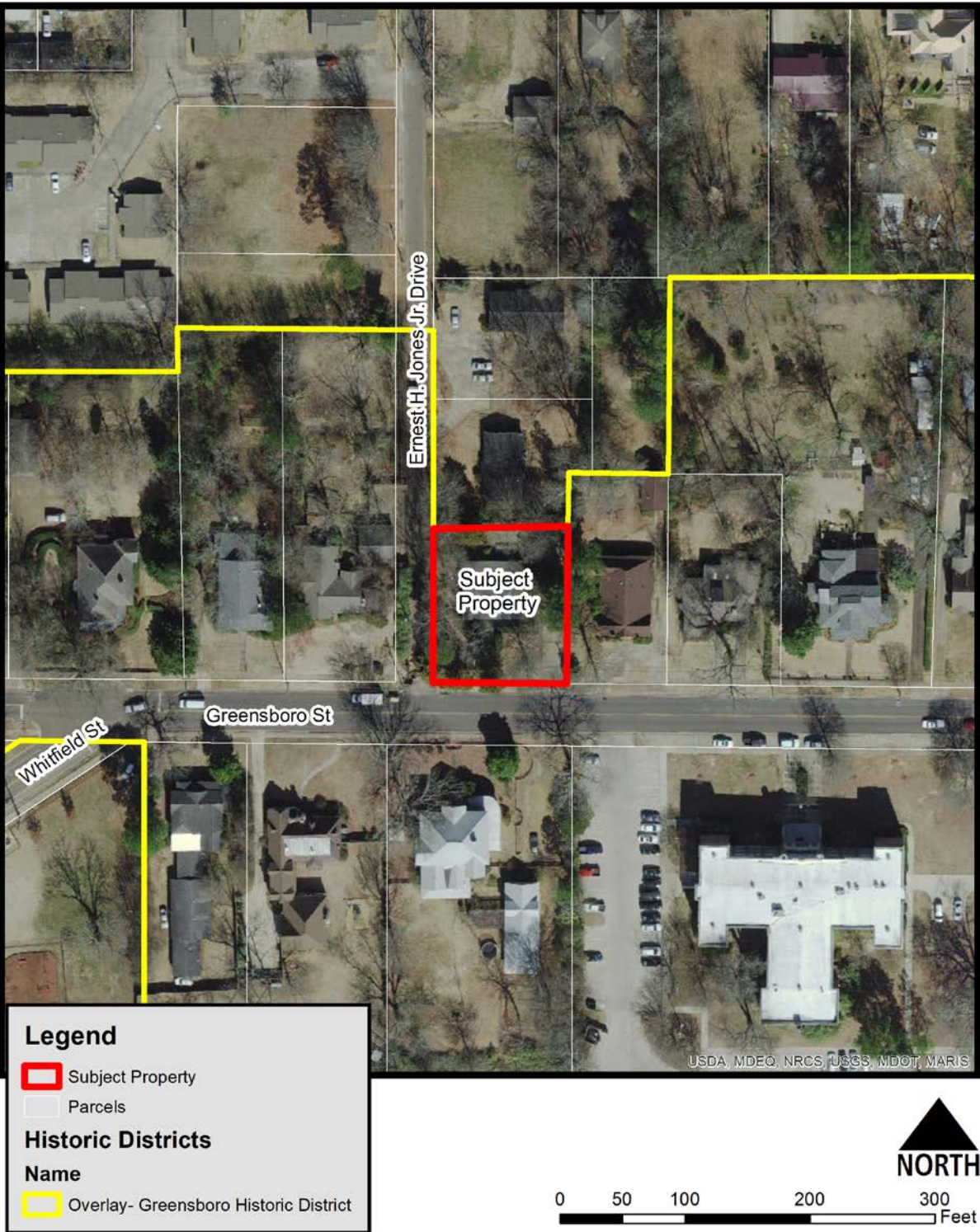
1. All exterior alterations to a building, structure, object, site, or landscape feature shall be compatible with the historic resource itself and other resources with which it is related, and the original design of a building, structure, object, or landscape feature shall be considered in applying these 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:

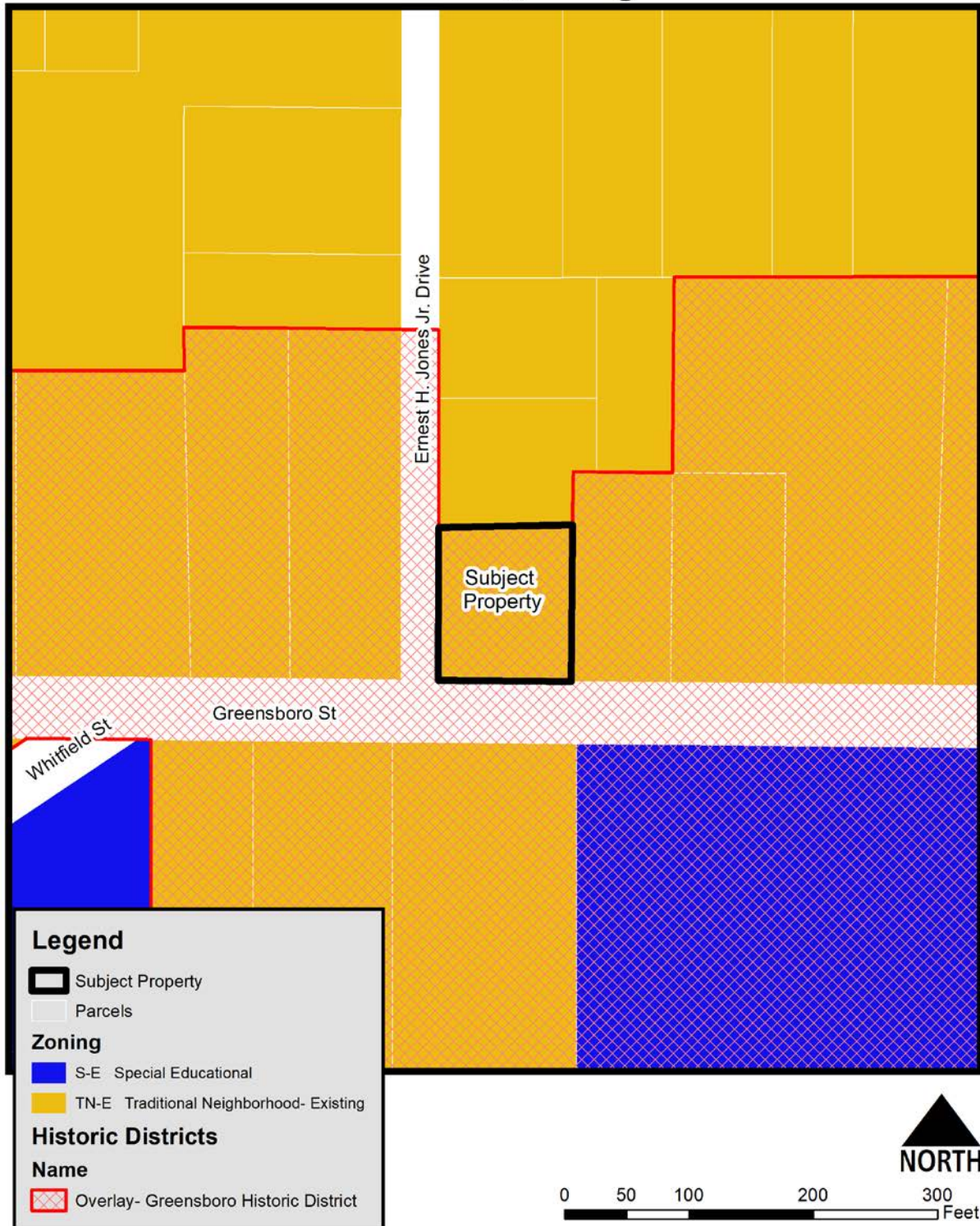
1. The Historic Preservation Commission shall consider the individual architectural, cultural, and/or historical significance of the historic resource.
2. The Historic Preservation Commission shall consider the importance or contribution of the resource to the architectural character of the district.
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.

Attachment 1
COA 21-05 Aerial



Attachment 2
COA 21-05 Zoning



Attachment 3- Supporting Material

SCOTT J. DiGIULIO

July 2021 Certificate of Appropriateness Application
Plans for Proposed Work at 410 Greensboro Street

A. Fence Repair/Replacement

We currently have a fence that surrounds the back yard of our home at 410 Greensboro Street; this fence (with approximate extent given in figure 1) is only partially visible from Greensboro Street, with the majority of the fence adjacent to Ernest H. Jones Jr. Drive and not obscuring views of the house within the historic district.

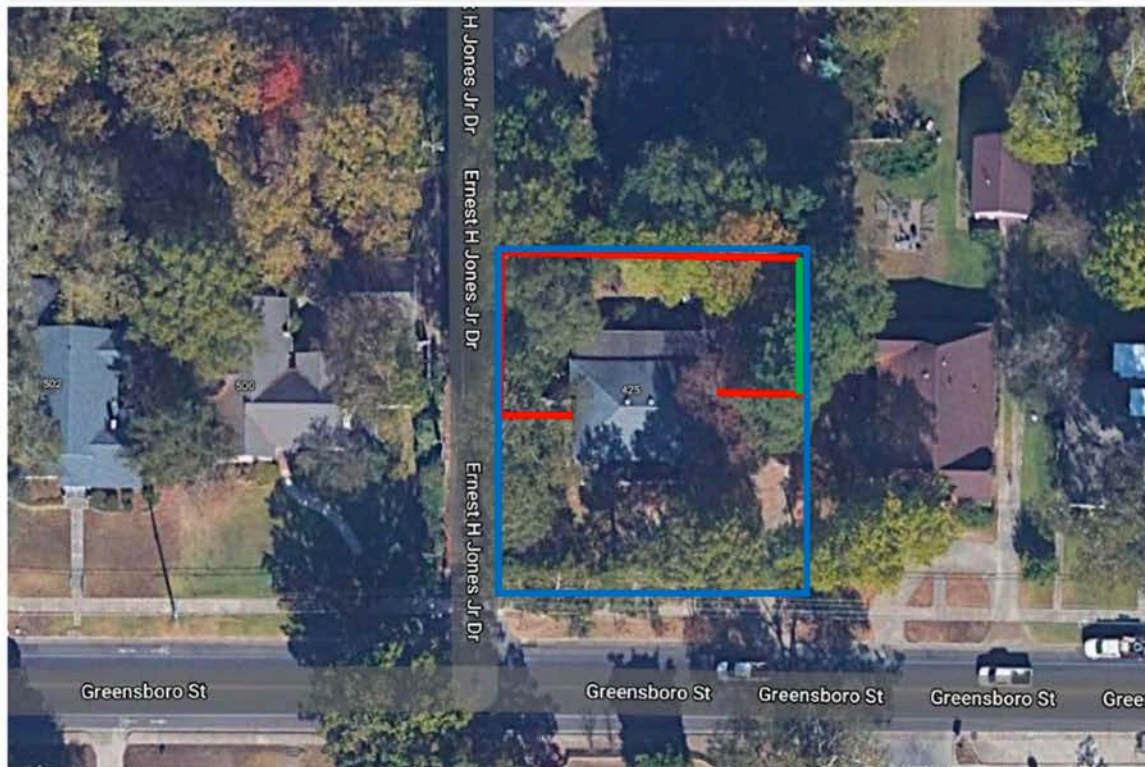


Figure 1: Approximate Location of Existing Fence (Red is Wood Fence; Green is Wire; Blue is Approximate Property Line)

This existing fencing surrounding the backyard, which predated our purchase of the house, was initially in poor condition and has in the intervening years continued to degrade. This includes the portions of the fence that are visible from the street. A large portion of the fence that abuts Ernest H. Jones Jr. Drive, as seen in figure 2, has begun to buckle and fall in on the property. Likewise, as shown in figure 3, the corner of the same portion of fence has pulled away from the corner post.



Figure 2: View of Fence from Ernest H. Jones Jr. Drive



Figure 3: View of Corner of Fence on Ernest H. Jones Jr. Drive

The damage is comparable in the areas of the fence that are not visible from the street within the backyard itself. Several boards have twisted and split, as in figure 4, and large stretches of the fence that divide our property from 107 Ernest H. Jones Dr. Drive, as in figures 5, 6, and 7.



Figure 4: Example of Splitting and Warping Fence along Property Line in Back Yard



Figure 5: Additional Example of Splitting and Warping Fence along Property Line in Back Yard



Figure 6: Buckling of Fence Along Property Line



Figure 7: Buckling of Fence Along Neighboring Property

Owing to this damage, in consultation with several fencing contractors from whom we received quotes, we would propose replacing the entirety of the fence with a comparable wooden fence. This new fence, which would be slightly shorter than the existing fence, would also extend completely to the ground, which the current fence does not, and it would enclose slightly less of our property to avoid difficult features such as existing trees or the slope from our property down to Ernest H. Jones Jr. Drive. Additionally, there is a small segment of fence running along the property line between our house and 408 Greensboro Street, which consists of several wooden posts and a wooden top bar, with wire filling the gaps (see figure 7). We propose replacing this section of fencing to match the plain wooden fencing that we will be using to repair the remainder of the fence.



Figure 8: Small Wire Fence Along Property Line with 408 Greensboro Street, With Trellis Fence Visible

B. Porch Repair/Replacement

In a number of places the floorboards of the front porch of the house have suffered from relatively extensive water damage; as a result, there are several spots where the wood has begun to warp or rot. Smaller portions of the floorboards have already seen some minor repairs in an effort to prevent further damage, as in figure 9.



Figure 9: Detail of Existing Porch Floorboard Repair

However, despite these attempts to repair individual areas of boards, other sections of the porch have now sustained more damage, including beginning to rot through, as in figure 10; there are also several areas where the boards are bucking, as in figure 11, or where the fascia on the front of the porch has seen damage, as in figure 12.



Figure 10: Rot Damage in Porch Floorboards



Figure 11: Buckling of Porch Floorboards in Entry



Figure 12: Detail of Damage to Fascia and Buckling of Boards

The contractor with whom we consulted suggested that the damage is extensive enough to suggest that replacing the existing boards on the porch would be recommended; his sense was that there may also be rot in the underlying beams and/or joists, which would only be revealed upon removing the existing boards. As such, we would propose removing the existing, deteriorated floorboards and replacing them with new boards using materials as close to the original as possible. Should the Commission recommend against this, we would be amenable to spot repairs; however, given the apparent extent of the problem our preference would be to replace the existing boards, which should ameliorate any additional damage going forward. In either case no work would be done on the architecturally significant wooden colonnade along the front of the porch.

C. Light Fixture

As part of the work on porch and entryway, we would like to update the electric light fixture that currently sits above the front too. The existing light (shown in figure 13) is a plain single-bulb light with a globe shade roughly 6" in diameter. We would like to replace this light fixture with a slightly larger fixture (11" x 11" x 6") with two bulbs, which would allow for better illumination of the porch (as shown in figure 14).



Figure 13: Existing Light Fixture



Figure 14: Desired Replacement Light Fixture

Attachment 4-Applicant Statement

Scott J. DiGiulio
410 Greensboro Street
Starkville, MS 39759

11 July 2021

Historic Preservation Commission
City of Starkville
110 W. Main Street
Starkville, MS 39759

Dear Members of the Commission,

My name is Scott DiGiulio, and along with my wife Courtney Thompson I have been the owner of 410 Greensboro Street since May of 2017. I am writing to request a Certificate of Appropriateness for three projects, one of which is a minor cosmetic change, on the property.

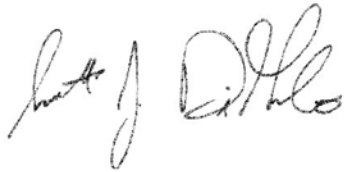
First, we propose replacing the existing wooden fence, which encloses the backyard and has fallen into disrepair, with a new wooden fence of comparable style, in order to allow our dog to go outside safely off leash. The existing fence, which was built prior to our purchase of the house, is visible primarily from Ernest H. Jones Jr. Drive rather than Greensboro Street itself and does not obstruct the views of the house or otherwise disrupt the historic district. Our current fence, which is roughly 8' high although it frequently does not actually extend fully to the ground (wire used to cover the bottom), buckled and warped in numerous places; after consulting with fence builders, we would like to remove the existing damaged fence and replace it with a comparable fence of ca. 6' that does extend fully to the ground. The segments of fence that we would potentially change in terms of style are a low fence dividing our property from 408 Greensboro Street, which is currently wood posts and wire, and a damaged trellis-patterned fence behind the driveway; our aim would be to have uniformity around the property with the new fencing, while still keeping within the historic guidelines of the district.

Second, numerous floorboards of our front porch have warped or rotted through; we plan to have the boards of the porch replaced and re-laid with materials as similar as possible to the existing boards, as well as repairing or replacing any damaged supports beneath the porch. Several areas on the porch have already had minor repairs, but additional areas are similarly in need of relatively significant restoration and we would hope to complete this repair work alongside the replacement of the existing fence.

Last, we would like to change the existing electric light fixture currently over the porch, a single bulb with a globe cover, to a slightly larger light with slightly more ornate shade.

Please see the attached plan for further details of the proposed changes. Many thanks in advance for your consideration of these proposals; we very much look forward to hearing back from you about these requests.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott J. DiGiulio". The signature is written in a cursive, flowing style with some capitalization.

Scott J. DiGiulio



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 08.03.2021
PAGE: 1

SUBJECT: Consideration of approval of the Board Order approving the application of the Pleasant Acres Bridge replacement for the Mississippi Department of Transportation Emergency Road and Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's office

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Recognizing the significance that transportation infrastructure has on the State's economy and its importance to the citizens for mobility, the Mississippi Legislature established the Emergency Road and Bridge Repair Fund (ERBRF) during the 2018 Extraordinary Session to revitalize public roads and bridges across the state. In addition to establishing the ERBRF, the Legislature also provided the necessary authority to initially fund the program up to \$250 million. Based on the success of the program, Senate Bill 2825 of the 2021 Legislative Session earmarked \$89 million of Highway Infrastructure Program funds received by MDOT pursuant to the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 for the Emergency Road & Bridge Repair Program.

The City of Starkville applied for 3 projects during the initial round of funding and was awarded 2 projects (Old West Point Bridge & SHS Bridge); however, the Pleasant Acres Bridge was not funded.

This program is a 100% grant and no match will be required from the City unless project costs exceed the awarded funds.

This bridge is in a state of disrepair and is in need of replacement. It is estimated this project will cost between \$350K-450K.

More information on the ERBRF can be found here:
<https://mdot.ms.gov/applications/erbrf/aws/getFAQ.aspx>

SUGGESTED MOTION: Move for approval of the Board Order approving the application of the Pleasant Acres Bridge replacement for the Mississippi Department of Transportation Emergency Road and Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded.



**A RESOLUTION BY THE
CITY OF STARKVILLE
REGARDING THE
EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM**

WHEREAS, the Mississippi Department of Transportation (MDOT) is soliciting projects for the Emergency Road and Bridge Repair Fund (ERBRF) Program for emergency repairs to public roads and bridges in the state, and

WHEREAS, THE CITY OF STARKVILLE desires to submit an application for the PLEASANT ACRES BRIDGE REPLACEMENT, and

WHEREAS, THE CITY OF STARKVILLE acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or eligible project costs, whichever is less, and

NOW, THEREFORE, BE IT RESOLVED, that THE CITY OF STARKVILLE authorizes the preparation and submission of applications for the Emergency Road and Bridge Repair Fund Program and authorizes the execution of such grants and/or related documents required for commencement of the project.

SO ORDERED this _____ day of _____, 2021.

THE CITY OF STARKVILLE

BY: _____

D. Lynn Spruill, Mayor



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:08.03.2021
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Hollywood Drive Drainage Project from Jonathan Burns construction and authorizing the Mayor to execute a construction contract.

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

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the revised plans for the proposed drainage improvements proposed for cul-de-sac/roundabout area of Hollywood Drive. When this roadway was originally designed it did not accommodate the off-site drainage from the southeast. This is a considerable amount of water that ultimately drains across the pavement and has caused significant pavement and roadway deterioration. The proposed project will capture and convey this water so the roadway can be properly repaired and require less maintenance in the future. A copy of the plans and quote recap is attached.



SUGGESTED MOTION: Move for approval to accept the low quote for the Hollywood Drive Drainage project from Jonathan Burns Construction and authorizing the Mayor to execute a construction contract.

21026- Hollywood Boulevard Drainage Improvements

Quote Tabulation
July 22nd, 2021

				JONATHAN S BURNS ENTERPRISES		H & H CONSTRUCTION & EXCAVATING, LLC		WARNER CONSTRUCTION CO OF MS, LLC	
PAY ITEM	QUANTITY	UNIT		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
SAWCUT PAVEMENT (ALL TYPES)	25.0	LF		\$ 7.00 \$	175.00	\$ 12.00 \$	300.00	\$ 12.00 \$	300.00
REMOVE CONCRETE PAVEMENT (INCLUDING CURB & GUTTER & SIDEWALK)	255.0	SF		\$ 4.00 \$	1,020.00	\$ 4.00 \$	1,020.00	\$ 16.00 \$	4,080.00
PRECAST OR POURED IN-PLACE INLET BOX	2.0	EA		\$ 2,500.00 \$	5,000.00	\$ 3,000.00 \$	6,000.00	\$ 2,500.00 \$	5,000.00
STANDARD PRECAST SS-2 INLET TOP	1.0	EA		\$ 200.00 \$	200.00	\$ 500.00 \$	500.00	\$ 2,500.00 \$	2,500.00
CUSTOM DOUBLE SIDED SS-2 INLET TOP	1.0	EA		\$ 200.00 \$	200.00	\$ 500.00 \$	500.00	\$ 2,500.00 \$	2,500.00
24" RCP STORM SEWER	106.0	LF		\$ 50.00 \$	5,300.00	\$ 70.00 \$	7,420.00	\$ 60.00 \$	6,360.00
CONCRETE FLARED END SECTION	1.0	EA		\$ 1,200.00 \$	1,200.00	\$ 1,000.00 \$	1,000.00	\$ 2,000.00 \$	2,000.00
INITIAL BACKFILL MATERIAL PER DETAIL (IN-PLACE PLAN MEASURE)	20.0	CY		\$ 42.00 \$	840.00	\$ 40.00 \$	800.00	\$ 30.00 \$	600.00
610 CRUSHED LIMESTONE (IN-PLACE PLAN MEASURE)	35.0	CY		\$ 55.00 \$	1,925.00	\$ 65.00 \$	2,275.00	\$ 45.00 \$	1,575.00
CONCRETE SIDEWALK	70.0	SF		\$ 30.00 \$	2,100.00	\$ 12.00 \$	840.00	\$ 7.00 \$	490.00
CONCRETE CURB & GUTTER (PER PLANS)	55.0	LF		\$ 30.00 \$	1,650.00	\$ 20.00 \$	1,100.00	\$ 15.00 \$	825.00
TOPSOIL (IN-PLACE PLAN MEASURE)	15.0	CY		\$ 30.00 \$	450.00	\$ 50.00 \$	750.00	\$ 20.00 \$	300.00
ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS		\$ 200.00 \$	200.00	\$ 1,000.00 \$	1,000.00	\$ 1,500.00 \$	1,500.00
				TOTAL QUOTE = \$ 20,260.00		TOTAL QUOTE = \$ 23,505.00		TOTAL QUOTE = \$ 28,030.00	
				LOW QUOTE					

21016- HOLLYWOOD BOULEVARD DRAINAGE IMPROVEMENTS

STARKVILLE, MISSISSIPPI

SCHEDULE OF DRAWINGS

C1.0	PROPOSED IMPROVEMENTS
C2.0	DETAILS, NOTES, & ESTIMATED QUANTITIES
C3.0	MDOT STANDARD DRAWING- STANDARD SS-2 INLET
C4.0	MDOT STANDARD DRAWING- FLARED END SECTION

ELECTED OFFICIALS

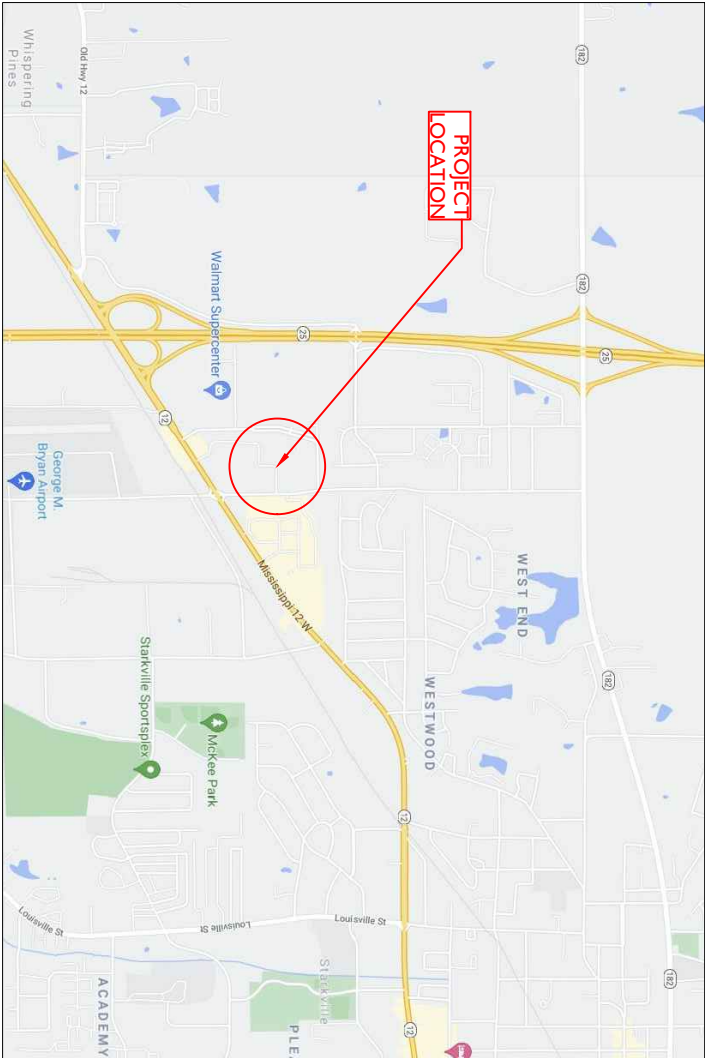
MAYOR	LYNN SPRULL
ALDERMAN, WARD 1	BEN CARVER
ALDERMAN, WARD 2	SANDRA SISTRUNK
ALDERMAN, WARD 3	JEFFREY RUPP
ALDERMAN, WARD 4	MIKE BROOKS
ALDERMAN, WARD 5	HAMP BEATTY
ALDERMAN, WARD 6	VICE MAYOR, ROY A. PERKINS
ALDERMAN, WARD 7	HENRY N. VAUGHN, SR.



UTILITY OWNERS

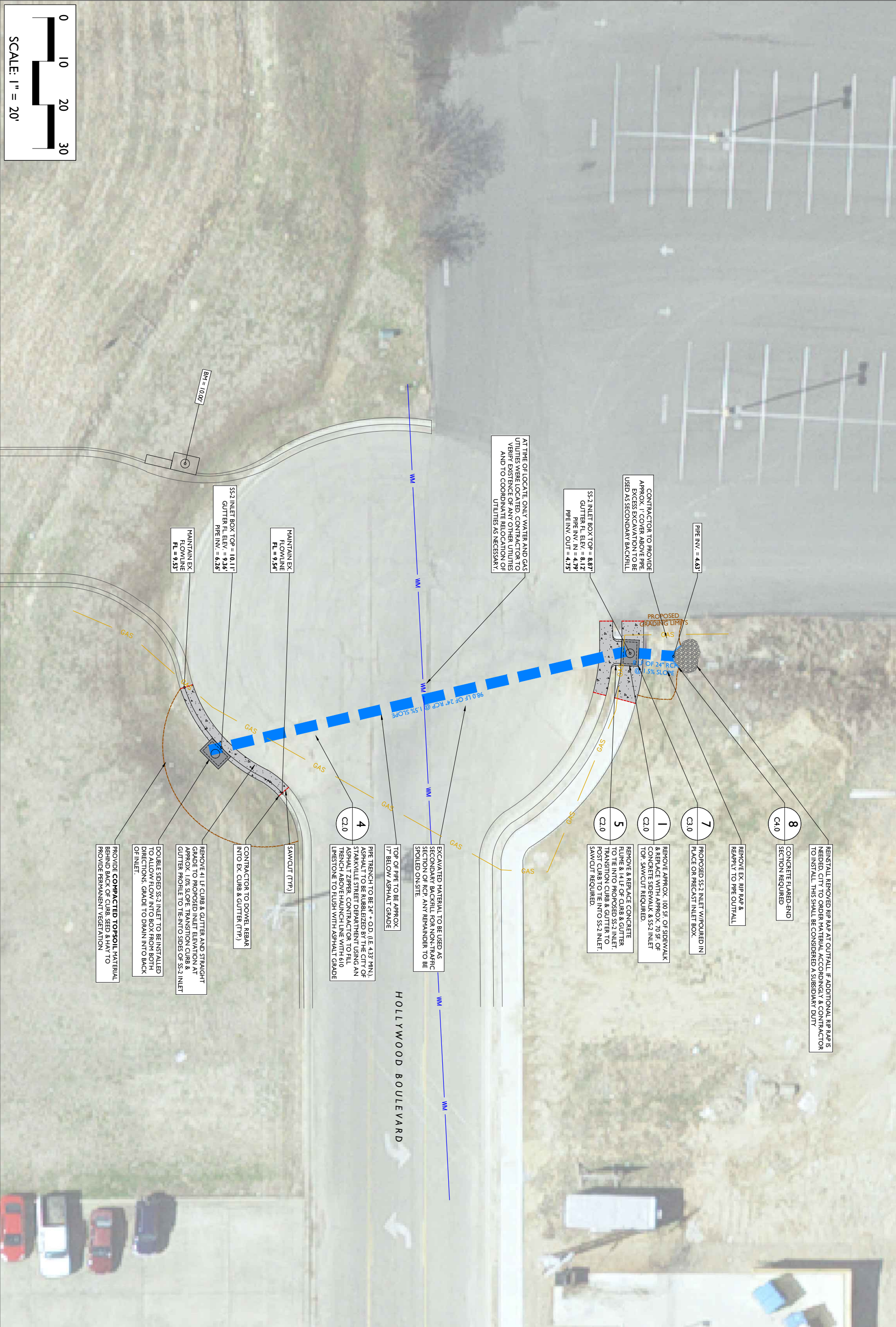
WATER & SEWER	BUILDING PERMITS
STARKVILLE UTILITIES	CITY OF STARKVILLE
662-323-3505	662-323-8012
ELECTRIC	PHONE / FIBER
STARKVILLE UTILITIES	C-SPiRE
662-323-3133	jCopelin@cspire.com
GAS	MISSISSIPPI ONE CALL
ATMOS ENERGY	CALL BEFORE YOU DIG
662-323-1615	800-227-6477

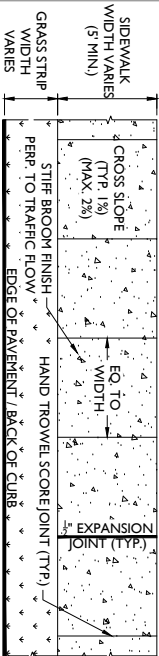
VICINITY MAP
NTS



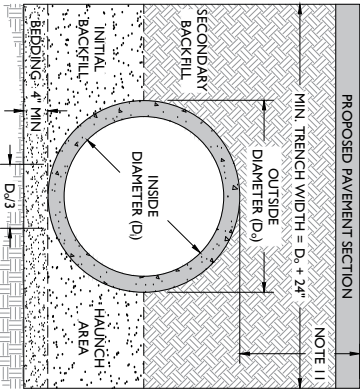
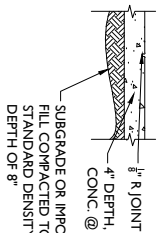
LOCATION MAP
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NOTES:
1. SIDEWALKS AND CURB RAMPS SHALL BE A MINIMUM OF 4" IN THICKNESS.
2. MAXIMUM CROSS SLOPE FOR SIDEWALKS SHALL NOT EXCEED 2% (1% RECOMMENDED). MAXIMUM LONGITUDINAL SLOPE SHALL BE 5% (4% RECOMMENDED) UNLESS APPROVED BY THE ENGINEER OR BUILDING OFFICIAL.
3. SIDEWALK SHALL BE CONSTRUCTED OF PLANT-MIXED CONCRETE, SUB GRADE OR IMPORTED FILL MATERIAL SHALL BE COMPACTED TO 90% STANDARD DENSITY FOR A DEPTH OF 8".
4. OF THE EXPANSION JOINT MATERIAL SHALL BE ONE-HALF INCH (1/2") THICK BITUMINOUS MATERIAL AND MEET THE SPECIFICATIONS OF SECTION 707 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. ONE-HALF INCH (1/2") EXPANSION JOINTS ARE REQUIRED EVERY 60 FEET AND AROUND ALL APERTURES SUCH AS MANHOLES, UTILITY POLES AND ANY OTHER STRUCTURE LOCATED WITHIN THE SIDEWALK. AN EXPANSION JOINT REQUIRED WHEN TYING INTO EXISTING SIDEWALK, IN THE EVENT OF ANY CONFLICT, DISCREPANCY, OR INCONSISTENCY AMONG THE PLANS AND THESE STANDARD DETAILS, THE REQUIREMENTS OF THE DETAILS SHALL GOVERN.
6. ALL SIDEWALKS SHALL CONFORM TO ADA GUIDELINES UNLESS PRIOR WRITTEN APPROVAL FROM BUILDING OFFICIAL OR CITY ENGINEER.
7. ALL SIDEWALKS SHOULD BE A MINIMUM OF 3 FEET WIDE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR BUILDING OFFICIAL.
8. SIDEWALKS GREATER THAN 3 FEET WILL BE REQUIRED PER UNIFORM DEVELOPMENT CODE AND THE DEVELOPMENT REVIEW COMMITTEE.
9. ALL CONCRETE FOR SIDEWALKS SHALL ACQUIRE A MINIMUM STRENGTH OF 3500 PSI AND 28 DAYS ONE EQUALY THE DEPTH OF THE PAVEMENT.
10. CURE CURB AND GUTTER SHALL BE 3500 PSI AT 28 DAYS.
11. 6" DIA. 2" x 2" WELDED WIRE MESH REINFORCEMENT MAY BE REQUIRED WHERE HEAVIER LOADS ARE EXPECTED.
12. ALL DRIVEWAY SIDEWALK CROSSINGS, EXCEPT SINGLE FAMILY RESIDENTIAL, SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES CONCRETE WITH #3 BARS, EACH WAY SPACED 12 INCHES ON CENTER.
13. SIDEWALK SUBGRADE CONTAINING SOFT MUCK, REFUSE OR OTHER MATERIAL TO PROVIDE SUITABLE LONG-TERM UNIFORM SIDEWALK SUPPORT IS UNACCEPTABLE. ALL UNSUITABLE FOUNDATION SHALL BE EXCAVATED PRIOR TO SIDEWALK INSTALLATION, WHERE SUBGRADE IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH SPECIFIED BY ENGINEER.
14. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

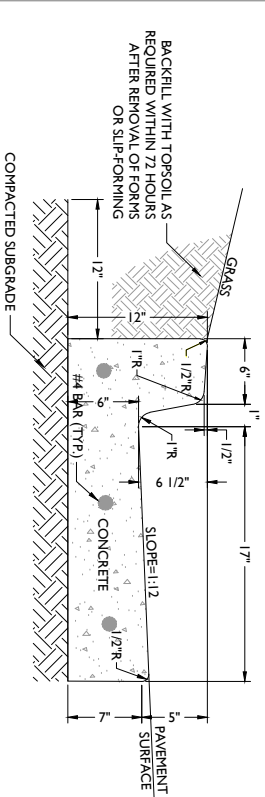


SOIL DESCRIPTION	USCS	AASHTO
GRAVELLY SAND (CATEGORY 1)	SW, SP, GW, GP	A1, A3
SANDY SILT (CATEGORY 2)	GM, SM, ML, OR GC, SC, WITH LESS THAN 20% PASSING #200 SIEVE	A2, A4

- GENERAL NOTES:
- ALL REINFORCED CONCRETE PIPE (RCP) SHALL CONFORM TO THE REQUIREMENTS OF ASTM C76 & C118 AND THE CITY OF STARKVILLE STANDARDS OF DESIGN & SPECIFICATIONS. ALL RCP SHALL BE AT A MIN. CLASS III FOR DESIGN & SPECIFICATIONS. ALL RCP SHALL BE AT A MIN. CLASS III FOR DESIGN & SPECIFICATIONS. ALL RCP SHALL BE AT A MIN. CLASS III FOR DESIGN & SPECIFICATIONS.
 - BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET THE CATEGORY 1 OR CATEGORY 2 REQUIREMENTS OF THE AMERICAN CONCRETE PIPE ASSOCIATION (ACPA) STANDARD SPECIFICATIONS FOR CONCRETE PIPE AND MANHOLES. THE INITIAL BACKFILL SHALL BE 610 CRUSHED Limestone FOR THIS PROJECT.
 - SECONDARY BACKFILL SHALL BE 610 CRUSHED Limestone FOR THIS PROJECT.
 - MIDDLE THIRD OF BEDDING MATERIAL UNDER PIPE SHALL BE LOOSELY PLACED.
 - WHILE REMAINDER SHALL BE COMPACTED TO A MINIMUM OF 95% MAX. DENSITY.
 - INITIAL BACKFILL SHALL BE PLACED & COMPACTED IN LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS & A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY (SPD) SHALL BE ACHIEVED.
 - SECONDARY BACKFILL SHALL BE PLACED & COMPACTED IN LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS WITH A MINIMUM COMPACTION LEVEL OF 90% SPD (NON-PAVEMENT AREA) OR 95% SPD (PAVEMENT AREAS). PAVEMENT AREAS INCLUDE PIPE LOCATED ADJACENT AND PARALLEL UNDER THE CURB & GUTTER.
 - PIPE BELL, GROOVE, SPIGOT, AND TONGUE SHALL BE CAREFULLY CLEANED PRIOR TO INSTALLATION JOINT SEALANT. ALL JOINTS & PIPE CONNECTIONS SHALL MEET THE REQUIREMENTS OF ASTM C443 OR ASTM C990.
 - BEDDING MATERIAL SHALL BE EXCAVATED AT BELL END TO ALLOW FOR THE PIPE TO LAY AT DESIGN GRADE.
 - UNLESS REQUESTED IN WRITING, PIPE SHALL BE INSTALLED FROM DOWNSTREAM END TO UPSTREAM WITH THE BELL END POINTING UPSTREAM AND THE SPIGOT / TONGUE END POINTING DOWNSTREAM.
 - TRENCH BOTTOMS CONTAINING BEDROCK, SOFT MUCK, REFUSE OR OTHER MATERIAL UNSUITABLE TO PROVIDE LONG-TERM UNIFORM PIPE SUPPORT ARE UNACCEPTABLE. ALL UNSUITABLE FOUNDATION SHALL BE EXCAVATED PRIOR TO PIPE INSTALLATION. WHEN THE BEDROCK IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO THE DEPTH SPECIFIED BY ENGINEER, AND INSTALL COMPACTED SUITABLE MATERIAL TO PIPE GRADE.
 - FOR TRAFFIC APPLICATIONS, THE TOTAL MINIMUM COVER IS 12 INCHES. TOTAL MINIMUM COVER IS MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

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C2.0

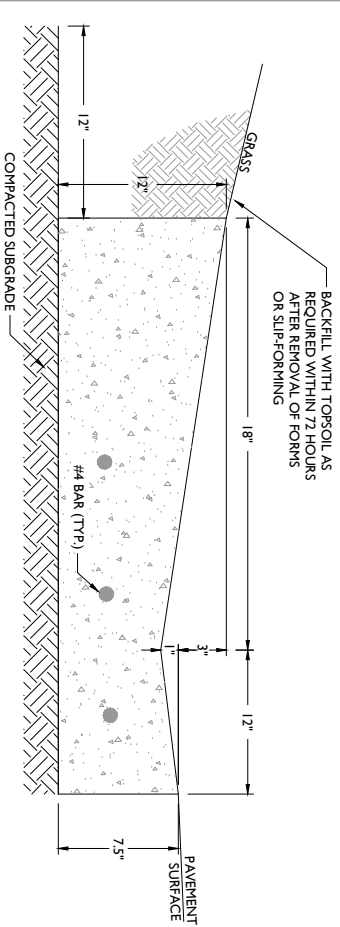
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- NOTES:
- EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR AS DIRECTED BY THE ENGINEER.
 - EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMPS, INLETS AND ANY APERTURES.
 - CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
 - CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
 - CURE CURB AND GUTTER SHALL BE 3500 PSI AT 28 DAYS.
 - IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT, MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
 - STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

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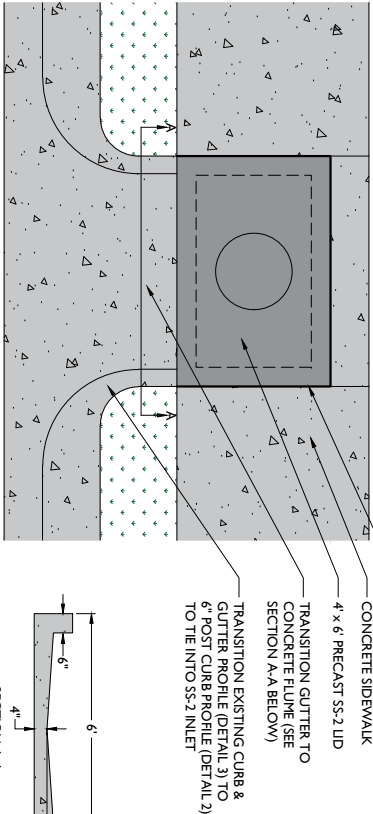
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- NOTES:
- EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR AS DIRECTED BY THE ENGINEER.
 - EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMPS, INLETS AND ANY APERTURES.
 - CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
 - CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
 - EXTEND #4 RODS 18" THRU EXPANSION JOINTS IN PLASTIC SLEEVES.
 - IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT.
 - MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

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C2.0

NTS



NOTE:
ALL CONCRETE TO BE PLANT MIX 3500 PSI CONCRETE.

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C2.0

NTS

ESTIMATED QUANTITIES		
PAY ITEM	QUANTITY	UNIT
SAWCUT PAVEMENT (ALL TYRES)	25.0	LF
REMOVE CONCRETE PAVEMENT (INCLUDING CURB & GUTTER & SIDEWALK)	255.0	SF
PRECAST OR POURED IN-PLACE INLET BOX	2.0	EA
STANDARD PRECAST SS-2 INLET TOP	1.0	EA
CUSTOM DOUBLE SIDED SS-2 INLET TOP	1.0	EA
24" RCP STORM SEWER	106.0	LF
CONCRETE FLARED END SECTION	1.0	EA
INITIAL BACKFILL MATERIAL PER DETAIL (IN-PLACE PLAN MEASURE)	20.0	CY
610 CRUSHED LIMESTONE (IN-PLACE PLAN MEASURE)	35.0	CY
CONCRETE SIDEWALK	70.0	SF
CONCRETE CURB & GUTTER (PER PLAN)	55.0	LF
TOPSOL (IN-PLACE PLAN MEASURE)	15.0	CY
ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS

GENERAL CONSTRUCTION NOTES

- PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, CONTRACTOR SHALL MAKE A-1 CALL FOR THE LOCATION OF ALL PERTINENT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK PRIOR TO COMMENCING ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNKNOWN UTILITIES AND THE RELOCATION THEREOF. UTILITIES WERE NOT LOCATED AT TIME OF PLAN DESIGN.
- CONTRACTOR SHALL PURCHASE/INSTALL/PERFORM ALL MATERIALS/SERVICES NECESSARY TO COMPLETE THE DRAWINGS AND SPECIFICATIONS UNLESS NOTED OTHERWISE, AND PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, AND SERVICES NECESSARY TO PERFORM WORK INCLUDING ANY SUBSIDIARY DUTIES THAT MAY ARISE.
- CONTRACTOR TO NOTIFY CITY OF STARKVILLE PRIOR TO AND DURING CONSTRUCTION FOR INSPECTION. CONTACT CODY BURNETT (662) 397-0357, PROVIDE 24 HOURS NOTICE.
- CONTRACTOR SHALL PERFORM ALL WORK ACCORDING TO ALL CITY, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE TRENCING AND OPEN EXCAVATION OPERATIONS SHALL COMPLY WITH ALL CURRENT OSHA REGULATORY REQUIREMENTS. THE CITY SHALL AT NO POINT BE RESPONSIBLE FOR PROJECT OR CONTRACTOR SAFETY OR FOR SAFETY INSPECTIONS.
- CONTRACTOR RESPONSIBLE FOR CONCRETE SAWCUT, REMOVAL, LOADING, HAULING AND DISPOSAL OF DEMOLISHED MATERIALS AS WELL AS GENERAL EROSION CONTROL.
- CONTRACTOR TO GROUT THE INSIDE OF THE BOXES TO NEATLY JOIN THE NEW SS-2 TOPS.
- CONTRACTOR MAY REMOVE CURB & GUTTER TO NEAREST JOINT OR SAWCUT TO MEET PLAN DIMENSIONS.
- CONTRACTOR RESPONSIBLE FOR PROMOTING POSITIVE DRAINAGE ALONG THE LENGTH OF THE PROPOSED CONCRETE CURB & GUTTER, PRIOR TO COORDINATE WITH ASSISTANT ENGINEER FOR GRADES AND SLOPES OF PROPOSED CURB & GUTTER BEFORE POURING ANY CURB & GUTTER.
- CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND FOR MAINTAINING ACCESS THROUGH THE JOB SITE AFTER DAILY CONSTRUCTION HAS CEASED. CONTRACTOR TO NOTIFY AND COORDINATE WITH AFFECTED PROPERTY/BUSINESS OWNERS) TO ENSURE ADEQUATE ACCESS TO DRIVEWAY AND BUSINESS) IS MADE IF A STREET CLOSURE IS REQUIRED. CONTRACTOR TO NOTIFY THE CITY A MINIMUM OF 48 HOURS IN ADVANCE IF A LANE CLOSURE IS REQUIRED. CONTRACTOR SHALL PROVIDE FLAG MEN AND BARRELS/CONES AS NECESSARY TO SAFELY NAVIGATE TRAFFIC THROUGH THE CONSTRUCTION ZONE.
- CONTRACTOR RESPONSIBLE FOR LEAVING WORK SITE IN CLEAN AND PRESENTABLE MANNER. ALL FORM BOARDS, DIRT CLOUDS, CONSTRUCTION MATERIALS, SPOILED CONCRETE, AND GENERAL DEBRIS SHALL BE REMOVED OFF PRIOR TO FINAL PAYMENT. ALL DISTURBED AREAS SHOULD BE GRADED SMOOTH AND SEEDED.
- CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING PAVEMENTS, DRIVEWAYS, AND ANY OTHER ITEMS NOT DESIGNATED FOR REMOVAL, AS WELL AS THE REPLACEMENT OF ANY DAMAGED MATERIALS NOT DESIGNATED FOR REMOVAL.
- CONTRACTOR TO WORK AND REMAIN WITHIN EXISTING CITY RIGHT-OF-WAY DURING CONSTRUCTION. EQUIPMENT AND MATERIALS SHOULD NOT BE STORED ON PRIVATE PROPERTY OUTSIDE OF NOW.

DATE: JULY 2021
DESIGNED BY: CAB
DRAWN BY: CAB
CHECKED BY: ECK
Q.C. BY: WBS
SCALE: NTS
PROJECT #: 21026

REVISIONS:

SHEET NUMBER:
C2.0

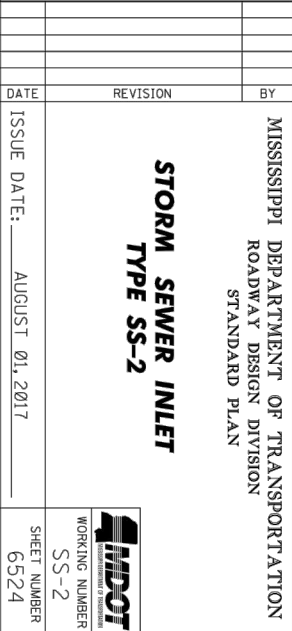
HOLLYWOOD BOULEVARD DRAINAGE IMPROVEMENTS

STARKVILLE, MS

DETAILS, NOTES, & ESTIMATED QUANTITIES

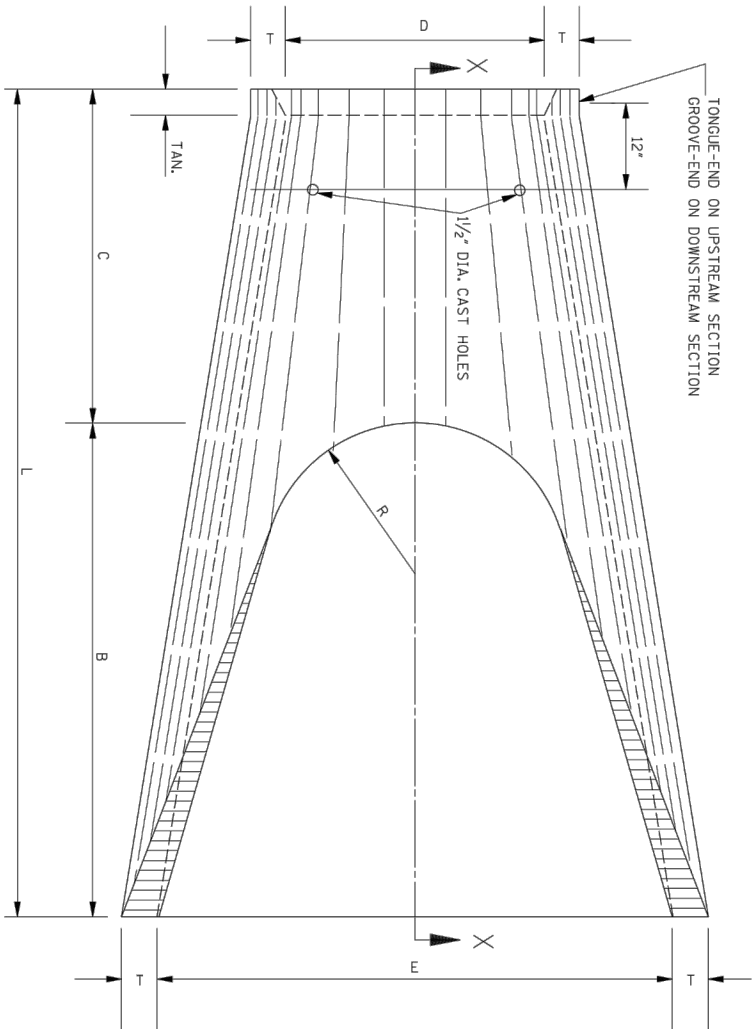
HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143

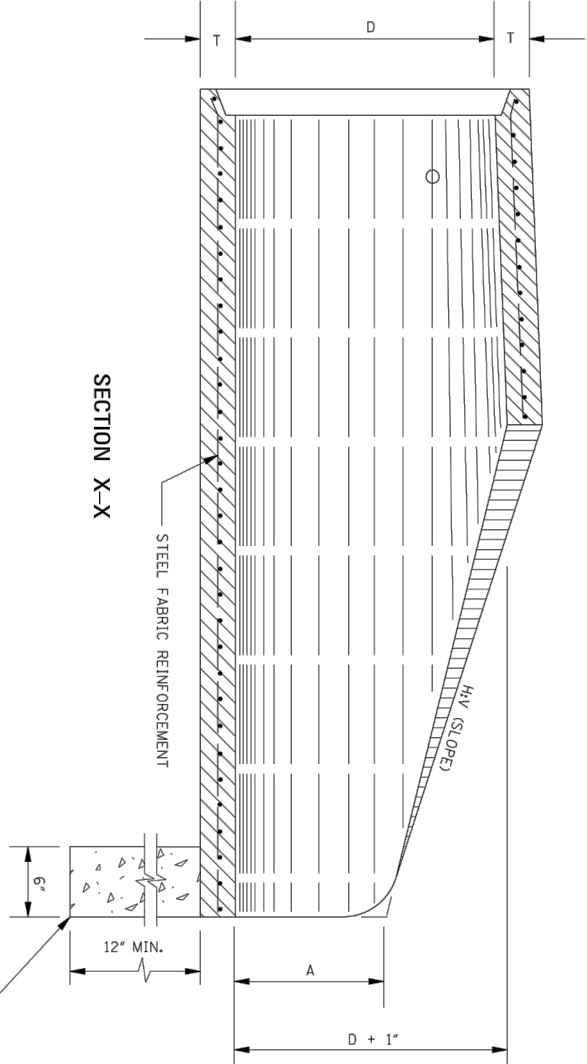


BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.



PLAN OF DOWNSTREAM END



SECTION X-X

END ELEVATION

TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.

TABLE OF DIMENSIONS								
D	T	H+V	A	B	C	E	L	
15"	2/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"	
18"	2/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"	
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"	
30"	3/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"	
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"	
42"	4/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"	
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"	
54"	5/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"	
60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"	
66"	6/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"	
72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"	

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

GENERAL NOTES:

- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
- 2 - 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
- LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
- FLARED END SECTIONS SHOULD BE REGARDED AS OBSTACLES UNDER THE BELOW CONDITIONS AND AS SUCH SHOULD BE LOCATED OUTSIDE OF THE CLEAR ZONE:
 - GROSS DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 36" OR EQUIVALENT FOR ARCH PIPES.
 - GROSS DRAINS WITH MULTIPLE ROUND PIPES OF DIAMETER GREATER THAN 30" OR EQUIVALENT FOR ARCH PIPES.
 - PARALLEL SIDE DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 24" OR EQUIVALENT FOR ARCH PIPES.
- ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION STANDARD PLAN
DATE	ISSUE DATE: AUGUST 01, 2017
FLARED END SECTION FOR CONCRETE PIPE	
WORKING NUMBER	FE-1
SHEET NUMBER	6530

REVISIONS:

HOLLYWOOD BOULEVARD
DRAINAGE IMPROVEMENTS
STARKVILLE, MS

MDOT STANDARD DRAWING- FLARED END SECTION



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 08.03.2021
PAGE: 1

SUBJECT: Consideration of declaring drainage pipe as surplus and auction on Govdeals.

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

These are drainage pipes that have been removed from Cornerstone Park and have some salvageable value.



SUGGESTED MOTION: Move for approval of declaring drainage pipe as surplus and auction on Govdeals.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 08/03/2021
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 July 29, 2021 is \$2,168,992.86
Of which the claims amount for Starkville Utilities is \$ 715,716.90

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 July 29, 2021 for fiscal years ending 09/30/21, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



Expense Approval Report By Fund

Post Dates 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-000-054-205	24.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	415058	07/19/2021	GENERAL LEGAL EXPENSES	001-000-054-205	1,680.00
STARKVILLE COUNSELING ASSOCIATES	INV0033739	07/20/2021	EVALUATIONS & THERAPY SESSIONS	001-000-054-205	90.00
MARK E. SHAW	28	07/23/2021	CONTRACT LABOR - INSPECTION SVCS	001-000-054-205	75.00
Outstanding Total:					1,899.00
Department 000 - UNDESIGNATED Total:					1,899.00
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	141.38
CSPIRE -RETAIL PURCHASES	2045574628	07/11/2021	2 IPADS FOR NEW ALDERMEN	001-100-604-330	662.00
SANDRA SISTRUNK	INV0033738	07/22/2021	REIMB MILEAGE TO MML CONFERENCE	001-100-610-350	292.32
CADENCE /ELAN VISA	INV0033717	07/26/2021	BEAU RIVAGE & WHITE HOUSE /MML CONF HOTELS	001-100-610-350	2,499.84
JEFFREY RUPP	INV0033743	07/28/2021	REIMB MEALS AND MILEAGLE/MML CONFERENCE	001-100-610-350	338.32
Outstanding Total:					3,933.86
Department 100 - BOARD OF ALDERMEN Total:					3,933.86
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	27035015	07/13/2021	SKA12799	001-110-604-330	127.59
CANON FINANCIAL SERVICES, INC	27035019	07/13/2021	23D03532	001-110-604-330	132.01
Outstanding Total:					299.61
Department 110 - MUNICIPAL COURT Total:					299.61
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-111-604-330	146.50
Outstanding Total:					146.50
Department 111 - YOUTH COURT Total:					146.50
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4036757012	07/01/2021	NZG06107	001-120-604-330	6.49
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	40.01
CADENCE /ELAN VISA	INV0033719	07/06/2021	WALMART.COM/ CAKE FOR SWEARING IN CEREMONY	001-120-503-202	32.98
WALMART- CAPITAL ONE	INV0033741	07/07/2021	FINANCE CHARGE	001-120-503-202	0.58
CANON FINANCIAL SERVICES, INC	27035018	07/13/2021	3AC01310	001-120-604-330	80.47

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-120-604-330	91.18
ROBERT WAYNE LEWIS, LLC	20210717	07/17/2021	PHOTO SHOOT FOR BOARD OF ALDERMEN	001-120-503-202	520.00
CADENCE /ELAN VISA	INV0033718	07/19/2021	KROGER - WATER FOR MEETINGS	001-120-503-202	17.34
CADENCE /ELAN VISA	INV0033717	07/26/2021	BEAU RIVAGE & WHITE HOUSE /MML CONF HOTELS	001-120-610-350	624.96

Outstanding Total: 1,414.01

Department 120 - MAYORS OFFICE Total: 1,414.01

Department: 123 - IT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1W3J-PP7L-7643	06/26/2021	SAMSUNG SOLID STATE DRIVE	001-123-501-200	109.99
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	453.07
CANON FINANCIAL SERVICES, INC	27035009	07/13/2021	XUW04732	001-123-604-330	108.84
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-123-604-330	91.18
AMAZON CAPITAL SERVICES, INC.	19PM-1Y1H-RXFF	07/25/2021	RETURN SAMSUNG DRIVE	001-123-501-200	-109.99

Outstanding Total: 653.09

Department 123 - IT Total: 653.09

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

HOWARD INDUSTRIES	21-00524390	06/25/2021	OFFICE HOME & BUSINESS 2019	001-145-918-805	240.00
HOWARD INDUSTRIES	21-00524322	06/26/2021	LENOVO THINK CENTRE	001-145-918-805	1,236.00
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	27035008	07/13/2021	XUG04616	001-145-604-330	561.95
CANON FINANCIAL SERVICES, INC	27035015	07/13/2021	SKA12799	001-145-604-330	127.58
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-145-604-330	45.59
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0033742	07/28/2021	MUNICIPAL TAX COLLECTION WORKSHOP/L. WILSON	001-145-610-350	50.00

Outstanding Total: 2,301.13

Department 145 - OTHER ADMINISTRATIVE Total: 2,301.13

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1164441	07/26/2021	BOND FOR CHRIS THOMPSON	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1164443	07/26/2021	BOND FOR EDWARD SCHULTZ	001-159-620-371	175.00

Outstanding Total: 350.00

Department 159 - BONDING-CITY EMPLOYEES Total: 350.00

Department: 169 - LEGAL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	415058	07/19/2021	GENERAL LEGAL EXPENSES	001-169-600-302	8,458.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	415059	07/19/2021	LITIGATED MATTERS	001-169-600-312	9,330.39

Outstanding Total: 17,788.39

Department 169 - LEGAL Total: 17,788.39

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 180 - HUMAN RESOURCES					
Outstanding					
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.48
KRONOS	11786100	07/07/2021	TIMECLOCK/PAYROLL SYSTEM JUNE 2021	001-180-691-505	4,032.75
CADENCE /ELAN VISA	3234031	07/12/2021	APA- ADVERTISING FOR JOBS ONLINE	001-180-610-340	50.00
CANON FINANCIAL SERVICES, INC	27035009	07/13/2021	XUW04732	001-180-604-330	108.85
MSU CONTROLLER & TREASURER*	364550-GC-2 FINAL	07/20/2021	FIXED PRICE CONTRACT #2021-53/ 2021 SALARY STUD	001-180-600-310	1,250.00
Outstanding Total:					5,488.08
Department 180 - HUMAN RESOURCES Total:					5,488.08
Department: 190 - CITY PLANNER					
Outstanding					
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	801.05
TIMOTHY GEDDIE	21064	07/12/2021	ARCHITECTURAL REVIEW	001-190-600-305	200.00
CA LABS	N21074001	07/12/2021	ASBESTOS TESTING- BROOKSVILLE GARDENS #5	001-190-600-323	24.00
CANON FINANCIAL SERVICES, INC	27035018	07/13/2021	3AC01310	001-190-604-330	80.47
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-190-525-231	6.00
Outstanding Total:					1,111.52
Department 190 - CITY PLANNER Total:					1,111.52
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
LIVE WIRE ELECTRIC, LLC	07.02.21	07/02/2021	REPAIR BATHROOM VENT FAN	001-192-630-403	150.00
QUILL CORPORATION	17885476	07/08/2021	6 CASES COPY PAPER	001-192-510-220	186.54
CINTAS	4089817457	07/13/2021	SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4089817537	07/13/2021	CITY HALL	001-192-510-220	65.15
LOWE'S	902562	07/15/2021	LUMBER & MATERIALS TO RENOVATE CITY HALL OFFICES	001-192-630-410	2,457.51
CINTAS	4090483088	07/20/2021	SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4090483148	07/20/2021	CITY HALL	001-192-510-220	14.55
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-192-625-380	40.53
Outstanding Total:					2,937.08
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					2,937.08
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	10436	06/08/2021	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	73.00
GOLDEN TRIANGLE PLANNING & DEV. INC	10437	06/15/2021	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	73.00
Outstanding Total:					146.00
Department 196 - CEMETERY ADMINISTRATION Total:					146.00
Department: 197 - ENGINEERING					
Outstanding					
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
HOWARD INDUSTRIES	21-00525337	07/13/2021	OFFICE 2019 HOME & BUSINESS	001-197-918-806	243.00
CANON FINANCIAL SERVICES, INC	27035018	07/13/2021	3AC01310	001-197-604-330	80.47
HOWARD INDUSTRIES	21-00525424	07/14/2021	LENOVO THINKSTATION	001-197-918-806	2,085.00
HOWARD INDUSTRIES	21-00525425	07/14/2021	6 FT DISPLAYPORT	001-197-918-806	11.00
HOWARD INDUSTRIES	21-00525434	07/14/2021	ADOBE ACROBAT PRO	001-197-918-806	422.00

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-197-525-231	2.00
MARK E. SHAW	28	07/23/2021	CONTRACT LABOR - INSPECTION SVCS	001-197-600-308	75.00
Outstanding Total:					2,950.85
Department 197 - ENGINEERING Total:					2,950.85

Department: 201 - POLICE DEPARTMENT

Outstanding					
COMSOUTH	198137	05/24/2021	RADIO & LIGHT MAINT ON 7321, 7333, 1897	001-201-630-360	1,140.00
LEADS ONLINE, LLC	319469	06/08/2021	POWERPLUS INVESTIGATION SYSTEM SVC PACKAGE	001-201-556-251	4,500.00
STARKVILLE FAMILY PRACTICE	SFP132497X149194	06/24/2021	MEDICAL BILL FOR Z. LOGAN	001-201-541-240	110.00
MID-SOUTH UNIFORM & SUPPLY, INC	618510	06/29/2021	HASHMARKS	001-201-535-233	696.00
POLLAN & ASSOC. PA	21384	06/30/2021	18 POLO SHIRTS	001-201-535-233	649.64
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	922.83
AT&T PRIVATE LINE SERVICE	3129138195	07/01/2021	NCIC PRIVATE LINE SVC JULY 2021	001-201-604-330	229.86
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,480.92
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	1,645.11
STARKVILLE FAMILY PRACTICE	SFP132914X149652	07/02/2021	MEDICAL BILL FOR J. RILEY	001-201-541-240	210.00
WATERMARK PRINTERS LLC	14112	07/05/2021	BUSINESS CARDS	001-201-501-200	68.00
MAXXSOUTH BROADBAND	INV0033734	07/06/2021	ACCT #8282 41 101 0663152 FORENSIC LAB	001-201-604-330	79.06
WALMART- CAPITAL ONE	INV0033741	07/07/2021	FINANCE CHARGE	001-201-501-200	0.58
GTPDD PHARMACY	30188	07/09/2021	MEDS FOR EMILY JAMES	001-201-541-240	13.00
POLLAN & ASSOC. PA	21406	07/12/2021	4 POLO SHIRTS	001-201-535-233	211.92
OKTIBBEHA COUNTY COOPERATIVE	696317	07/12/2021	BOOTS	001-201-535-233	99.85
JOHN PEARSON	INV0033731	07/12/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	329.00
SIRCHIE FINGER PRINT LABORATORIES I	0504388-IN	07/13/2021	EVIDENCE BOXES	001-201-556-251	142.70
R&M TIRES	1133054	07/13/2021	S-27 OIL CHANGE	001-201-630-360	52.50
CANON FINANCIAL SERVICES, INC	27035013	07/13/2021	2JH03908 & 03938	001-201-604-330	593.20
CANON FINANCIAL SERVICES, INC	27035014	07/13/2021	28X01513	001-201-604-330	56.12
CANON FINANCIAL SERVICES, INC	27035016	07/13/2021	XLG06726	001-201-604-330	271.61
CANON FINANCIAL SERVICES, INC	27035017	07/13/2021	3CE01186	001-201-604-330	121.92
STARKVILLE GLASS & PAINT	30391	07/13/2021	#6902 INNER & OUTER MOULDINGS, LABOR	001-201-630-360	564.35
RAYMONDS AUTO REPAIR	4231	07/13/2021	#7334 REPAIRS	001-201-630-360	461.00
RAYMONDS AUTO REPAIR	4243	07/13/2021	VIN#1896 DIAGNOSTIC BATTERY & LABOR	001-201-630-360	214.00
AT&T-NCIC MONITOR LINE	07.14.21	07/14/2021	ACCT#662-615-1467 637 059	001-201-604-330	42.52
R&M TIRES	1133128	07/14/2021	S-17 FLAT REPAIR	001-201-630-360	20.00
ATMOS ENERGY	INV0033713	07/14/2021	# 4022600568/POLICE STATIO	001-201-625-380	299.58
A+ AUTO REPAIR	021960	07/15/2021	2007 CROWN VIC AC REPAIRS	001-201-630-360	477.86
R&M TIRES	1133145	07/15/2021	VIN #2260 OIL CHANGE	001-201-630-360	59.00
WATERMARK PRINTERS LLC	14133	07/15/2021	DAILY ROSTER CARDS	001-201-615-343	175.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-201-525-231	30.00
MID-SOUTH UNIFORM & SUPPLY, INC	619233	07/16/2021	UNIFORMS	001-201-535-233	566.22
ADVANCED COLLISION REPAIR	INV0033709	07/16/2021	REPAIRS DEDUCTIBLE FOR VIN#5176	001-201-630-360	1,000.00

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-201-604-330	136.74
R&M TIRES	1133210	07/19/2021	S-102 INSTALL BATTERY	001-201-630-360	25.00
PARKER-MCGILL *	124718	07/19/2021	S-46 OIL & FILTER CHANGE	001-201-630-360	58.24
BRISLIN, INC	210693	07/19/2021	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,420.00
MID-SOUTH UNIFORM & SUPPLY, INC	619273	07/19/2021	3 BADGE F/C SEALS	001-201-535-233	360.00
IVY AUTO PARTS, LLC.	667863	07/19/2021	BATTERY	001-201-630-360	126.96
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	001-201-525-231	3,314.85
WALMART- CAPITAL ONE	03934	07/20/2021	SHARPIES & FRAMES FOR ELEVATOR CERTIFICATES	001-201-501-200	32.10
A-1 TOWING	11080	07/20/2021	TOW 2007 CROWN VIC TO RANGE	001-201-630-360	75.00
R&M TIRES	1133223	07/20/2021	S-40 TIRE MOUNT AND FLAT REPAIR	001-201-630-360	35.00
R&M TIRES	1133242	07/21/2021	S-40 INSTALL NEW BRAKE PAD	001-201-630-360	198.00
SULLIVAN'S OFFICE SUPPLY, INC.	65499	07/21/2021	FILE JACKETS, PENS,	001-201-501-200	145.14
MARK BALLARD	INV0033733	07/21/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	287.80
R&M TIRES	1133237	07/22/2021	VIN#9749 TIRES, OIL CHANGE	001-201-630-360	925.69
BRISLIN, INC	211004	07/22/2021	HVAC MAINTENANCE/POLICE DEPT.	001-201-630-426	382.00
CHRIS GREGORY	INV0033720	07/26/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	422.77
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-201-525-231	3,166.07

Outstanding Total: 30,644.71

Department 201 - POLICE DEPARTMENT Total: 30,644.71

Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-246-525-231	41.77
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Outstanding Total: 41.77

Department 246 - CODE ENFORCEMENT Total: 41.77

Department: 261 - FIRE DEPARTMENT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1XTT-3RPX-PCRG	06/17/2021	AIR FILTERS FOR HUSQVARNA, STYLUS PEN	001-261-630-360	75.53
AIRGAS USA, LLC	9980766837	06/30/2021	MONTHLY CYLINDER RENTAL	001-261-630-360	64.06
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
JONES & BARTLETT LEARNING, LLC	306527	07/08/2021	TRAINING MATERIALS	001-261-600-390	2,108.02
LOWE'S-FIRE	909762	07/09/2021	WET DRY VAC, 6 PC TOOL KIT	001-261-630-360	310.41
DIRECTV	010315788X210711	07/11/2021	TV SATELLITE FOR STATION 5	001-261-625-380	186.44
NOVUS GLASS	11854	07/12/2021	REPLACE GLASS IN FD5	001-261-630-360	280.00
AMAZON CAPITAL SERVICES, INC.	1HN4-MM99-7466	07/12/2021	ELEMENT FOR OVEN	001-261-558-269	53.08
CANON FINANCIAL SERVICES, INC	27035011	07/13/2021	2JU08031	001-261-604-330	242.96
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-261-525-231	12.00
ATMOS ENERGY	INV0033712	07/15/2021	# 3020829684/FIRESTATION #	001-261-625-380	56.24
CLARENCE PARKS	INV0033722	07/15/2021	REIMB MEALS FIRE CHIEF CO	001-261-600-390	78.37
CLARENCE PARKS	INV0033723	07/15/2021	REIMB MEAL FOR MSFA TRAINING	001-261-600-390	5.98
CLARENCE PARKS	INV0033724	07/15/2021	REIMB MEAL FOR MSFA/EMT COURSE	001-261-600-390	23.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CLARENCE PARKS	INV0033725	07/15/2021	REIMB COST OF DRUG TEST FOR EMT CLINICALS	001-261-600-390	60.00
AMAZON CAPITAL SERVICES, INC.	1W1N-QGX3-H39J	07/16/2021	BOOTS	001-261-535-233	142.95
POWERSTROKE EQUIPMENT SALES & SVC	5839	07/16/2021	DECK BELT	001-261-630-360	69.99
EAST MISSISSIPPI LUMBER CO	D84793	07/16/2021	LOOSE SCREWS	001-261-630-360	4.20
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-261-604-330	570.31
UPS	54E5Y291	07/17/2021	SHIPPING CHARGES	001-261-604-330	24.07
AMAZON CAPITAL SERVICES, INC.	1FCY-7TKC-36JP	07/19/2021	BOOTS	001-261-535-233	147.95
JONATHAN WADE	INV0033732	07/19/2021	REIMB ASBESTOS CERTIFICATION FEES	001-261-600-390	200.00
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	001-261-525-231	883.04
WALMART- CAPITAL ONE	07065	07/20/2021	INK, SUPPLIES	001-261-555-250	77.83
LOWE'S-FIRE	981840	07/20/2021	OVEN FOR STATION 3	001-261-558-269	614.18
CLARENCE PARKS	INV0033721	07/20/2021	REIMB MEALS - FIRE TRAININ	001-261-600-390	56.45
DEWAYNE DAVIS	INV0033726	07/20/2021	REIMB HOTEL FOR MSFA TRAINING	001-261-600-390	461.44
DEWAYNE DAVIS	INV0033727	07/20/2021	REIMB MEALS & GAS FOR MSFA TRAINING	001-261-600-390	205.91
AUTOZONE	0426122310	07/22/2021	AC RECHARGE	001-261-630-360	54.86
ARMY NAVY PAWN SHOP	072221A	07/22/2021	6 PR PANTS	001-261-535-233	262.00
WATERMARK PRINTERS LLC	14152	07/22/2021	PURCHASE ORDERS & RECEIVING REPORTS	001-261-501-200	331.00
LOWE'S-FIRE	909805	07/23/2021	STEP LADDER	001-261-555-250	46.54
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0237	07/23/2021	REPLACE SPRINGS AND NEW CABLES	001-261-558-269	650.00
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-261-525-231	876.80
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-261-625-380	1,726.14
Outstanding Total:					11,685.65
Department 261 - FIRE DEPARTMENT Total:					11,685.65

Department: 281 - BUILDING/CODES OFFICE

Outstanding

VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
AMAZON CAPITAL SERVICES, INC.	1JTK-H1WQ-LXQM	07/10/2021	OTTERBOX	001-281-604-330	27.93
CSPIRE -RETAIL PURCHASES	2045602344	07/11/2021	IPAD FOR COMM DEVELOPMENT	001-281-604-330	892.00
CANON FINANCIAL SERVICES, INC	27035018	07/13/2021	3AC01310	001-281-604-330	80.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-281-525-231	4.00
CADENCE /ELAN VISA	101119931	07/16/2021	INT. CODE COUNCIL - ST. LOUIS CERT. RENEWAL	001-281-690-553	216.00
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-281-525-231	33.36
Outstanding Total:					1,399.46
Department 281 - BUILDING/CODES OFFICE Total:					1,399.46

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033729	07/27/2021	CIVIL AIR PATROL 99633-001	001-290-625-380	58.76
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-290-625-380	126.38
Outstanding Total:					185.14
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					185.14

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 301 - STREET DEPARTMENT					
Outstanding					
OKTIBBEHA COUNTY COOPERATIVE	688928	06/15/2021	8 PAIR PANTS	001-301-535-233	123.92
SHERWIN WILLIAMS CO.	4435-3	06/24/2021	PAINT SUPPLIES	001-301-565-272	105.28
SHERWIN WILLIAMS CO.	4621-8	06/28/2021	PAINT	001-301-565-272	309.36
CLARKE MOSQUITO CONTROL	5096555	06/29/2021	4 ALTOSID XR BRIQUETS	001-301-515-221	3,036.00
SOUTHLAND MACHINERY-JCB OF ALABAMA	21071L	06/30/2021	SHAFT & O RING	001-301-630-400	601.35
AUTOZONE	0426101744	07/01/2021	WASHER FLUID, COOLANT	001-301-630-360	77.88
AUTOZONE	0426103186	07/01/2021	METAL OIL DRAIN	001-301-630-360	189.99
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
GATEWAY TIRE & SERVICE CENTER	1018-146278	07/02/2021	TIRE FOR UTILITY TRAILER	001-301-630-400	101.33
SOUTHLAND MACHINERY-JCB OF ALABAMA	21095L	07/02/2021	EXCAVATOR DEF CAP	001-301-630-400	135.04
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	299.61
STARKVILLE AUTO PARTS	144792	07/06/2021	AIR HOSE REPAIR	001-301-630-360	14.78
AUTOZONE	0426108524	07/08/2021	OIL FOR TRUCK 713	001-301-630-360	70.37
STARKVILLE AUTO PARTS	144853	07/08/2021	OIL FOR 701, 710, 709, 75	001-301-630-360	291.60
STARKVILLE AUTO PARTS	144859	07/08/2021	AIR FILTER #710	001-301-630-360	14.95
STARKVILLE AUTO PARTS	144862	07/08/2021	PARTS FOR TRUCK #701	001-301-630-360	19.20
SULLIVAN'S OFFICE SUPPLY, INC.	65232	07/08/2021	WRITING PADS, SHARPIE, KEY TAGS, FOLDERS	001-301-555-250	27.30
GATEWAY TIRE & SERVICE CENTER	1018-146597	07/09/2021	TRUCK #703 4 TIRES	001-301-630-360	1,018.04
STARKVILLE AUTO PARTS	144899	07/09/2021	PARTS FOR #709	001-301-630-360	24.75
BELL BUILDING SUPPLY, INC.	322938	07/09/2021	PAINT SUPPLIES	001-301-555-250	138.87
EAST MISSISSIPPI LUMBER CO	A87864	07/09/2021	STUD SENSOR, SCREWS, NAILS, FRAMING BLADE	001-301-555-250	83.64
VULCAN SIGNS, INC	R07595	07/09/2021	NO THRU TRAFFIC SIGNS - 40	001-301-565-272	812.00
STARKVILLE AUTO PARTS	144936	07/12/2021	WASHER NOZZLE #709	001-301-630-360	7.99
STARKVILLE AUTO PARTS	144937	07/12/2021	HYD HOSES FOR BACKHOE	001-301-630-400	92.47
BELL BUILDING SUPPLY, INC.	323249	07/13/2021	COOLER	001-301-555-250	31.98
BELL BUILDING SUPPLY, INC.	323270	07/13/2021	SPRAYER	001-301-555-250	31.99
CINTAS	4089817459	07/13/2021	STREET DEPT	001-301-555-250	35.00
POWERSTROKE EQUIPMENT SALES & SVC	5822	07/13/2021	REPAIR CUT OFF SAW	001-301-630-400	231.96
GATEWAY TIRE & SERVICE CENTER	1018-146850	07/14/2021	TRUCK 704 TURN ROTORS	001-301-630-360	30.00
G&C SUPPLY CO., INC	6826037	07/14/2021	NON STOCK SIGNS	001-301-565-272	309.18
UNITED RENTALS (NORTH AMERICA), INC.	195961193-001	07/15/2021	BLADES	001-301-560-270	204.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-301-525-231	16.00
ATMOS ENERGY	INV0033714	07/15/2021	# 3020752444/STREET DEPT	001-301-625-380	32.35
MSU FACILITIES	INV0033737	07/15/2021	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	29.81
MANAGEMENT- TRAFFIC LIGHTS	0426115938	07/16/2021	OIL AND FILTER FOR CAT EXCAVATOR	001-301-630-400	21.74
STARKVILLE LP GAS	2533696	07/16/2021	PROPANE FOR ASPHALT TRUCK	001-301-630-360	49.42
G&C SUPPLY CO., INC	6826239	07/16/2021	CLAMPS	001-301-565-272	438.00
APAC-MISSISSIPPI, INC	4000109230	07/17/2021	ASPHALT	001-301-560-270	791.60
APAC-MISSISSIPPI, INC	4000109286	07/17/2021	ASPHALT	001-301-560-270	432.18
APAC-MISSISSIPPI, INC	4000109329	07/17/2021	ASPHALT	001-301-560-270	436.59
POWERSTROKE EQUIPMENT SALES & SVC	5844	07/19/2021	STUMP GRINDER RENTAL	001-301-560-270	250.00
G&C SUPPLY CO., INC	6826310	07/19/2021	100 GALV ROUND POSTS	001-301-565-272	2,548.00
LOWE'S-STREET	981687	07/19/2021	CONCRETE W/PALLET CHARGE	001-301-560-270	1,690.24
LOWE'S-STREET	999898	07/19/2021	RETURN PALLET	001-301-560-270	-57.84

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	001-301-525-231	945.18
CINTAS	4090483180	07/20/2021	STREET DEPT.	001-301-555-250	35.00
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-301-525-231	655.38
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033728	07/27/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	148.07
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-301-625-380	29,424.59
Outstanding Total:					46,650.65
Department 301 - STREET DEPARTMENT Total:					46,650.65

Department: 360 - ANIMAL CONTROL

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	001-360-525-231	41.30
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-360-525-231	44.55
Outstanding Total:					87.85
Department 360 - ANIMAL CONTROL Total:					87.85

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

FARRELL-CALHOUN CO	027008788	04/20/2021	PAINT, EXTENSION	001-550-501-110	1,361.50
NEWELL PAPER COMPANY	3132717	04/30/2021	JANITORIAL SUPPLIES	001-550-501-208	172.24
CIVICPLUS	213957	06/10/2021	2 HOURS DESIGN RATE	001-550-600-300	320.00
HOLLIS BROTHERS HEATING & COOLING	23346	06/24/2021	AC REPAIRS FOR NEEDMORE CENTER	001-550-600-300	125.00
SOUTHERN PIPE AND SUPPLY CO., INC	5523958	06/24/2021	BACKFLOW VENT ASSY	001-550-501-110	570.00
NEWELL PAPER COMPANY	3134768	06/25/2021	JANITORIAL SUPPLIES	001-550-501-208	642.70
TK ELEVATOR CORP	5001572120	06/29/2021	ELEVATOR REPAIRS-OUTSIDE CONTRACT	001-550-600-300	882.00
NEWELL PAPER COMPANY	3134962	06/30/2021	DISINFECTANT CLEANER	001-550-501-208	81.27
TERRY SVC., INC	78411	06/30/2021	ELECTRICAL REPAIRS	001-550-600-300	251.00
LOWE'S - PARKS	909556	06/30/2021	SNAP RING	001-550-501-110	14.24
TWIGS NURSERY & LANDSCAP	N16269	06/30/2021	FLOWERS FOR FRONT FLOWER BEDS	001-550-501-110	483.89
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
FERGUSON ENTERPRISES, INC	2109580	07/02/2021	SUPPLIES FOR JL KING BATHROOM REPAIR	001-550-630-426	58.74
OKTIBBEHA COUNTY COOPERATIVE	693998	07/02/2021	TIRE SEALANT, BOONIE HAT, PTO SHAFT	001-550-501-110	266.97
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
CADENCE /ELAN VISA	KY42	07/02/2021	FACEBOOK AD -4TH OF JULY	001-550-600-350	10.00
PYRO SHOWS, INC	16148	07/04/2021	INDEPENDENCE DAY FIREWORKS DISPLAY BALANC	001-550-600-355	5,100.00
CADENCE /ELAN VISA	7Y42	07/04/2021	FACEBOOK AD -4TH OF JULY	001-550-600-350	10.00
POWERSTROKE EQUIPMENT SALES & SVC	5789	07/06/2021	REPAIR TWO TRIMMERS	001-550-600-370	110.96
POWERSTROKE EQUIPMENT SALES & SVC	5803	07/08/2021	PURCHASE BLOWER, EDGER, TRIMMER, CHAINSAW & BLADES	001-550-501-110	2,120.11
LOWE'S - PARKS	908479	07/08/2021	PAINT AND BRUSHES	001-550-501-110	256.24
LOWE'S - PARKS	917259	07/08/2021	REMOVE SALES TAX FROM 908479	001-550-501-110	-16.76
LIBERTY WASTE, INC.	3706	07/09/2021	6 PORTA JOHN RENTALS, 3 HANDWASH STATIONS	001-550-600-355	720.00
SULLIVAN'S OFFICE SUPPLY, INC.	65272	07/09/2021	INDEX CARDS	001-550-501-200	18.30

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S - PARKS	908759	07/09/2021	POOL CHEMICALS	001-550-501-250	245.65
H&R AGRI-POWER	CN06182	07/09/2021	PTO YOKE, CROSS & BEA, OUTER TUBE	001-550-501-110	252.62
BRANDON DOHERTY	INV0033716	07/10/2021	REIMB ICE PURCHASE FOR FOOTBALL CAMP	001-550-600-355	33.00
AMAZON CAPITAL SERVICES, INC.	1WP4-WCLD-VNQH	07/11/2021	CHLORINE TABLETS	001-550-501-250	884.49
CANON FINANCIAL SERVICES, INC	27035010	07/13/2021	XUG02274	001-550-600-330	383.86
OKTIBBEHA COUNTY COOPERATIVE	696591	07/13/2021	GRADER, TILLER, QUICK HITCH, PTO SHAFT	001-550-501-110	2,996.00
FARRELL-CALHOUN CO	027011031	07/14/2021	PAINT	001-550-501-110	375.12
PETTY CASH VOUCHERS	07.14.21	07/14/2021	ICE PURCHASE FOR CAMP- PARKS	001-550-600-355	16.50
O'REILLY AUTO PARTS	0997-205282	07/14/2021	MINI BULB	001-550-501-110	6.20
LOWE'S - PARKS	906085	07/14/2021	REPLACEMENT TIMER, PHOTOCELL,S	001-550-630-426	85.45
ATMOS ENERGY	INV0033711	07/14/2021	# 3019958172 /PARKS	001-550-600-340	32.35
AMAZON CAPITAL SERVICES, INC.	17MD-XJK-6NV3	07/15/2021	BATTERY CHARGER, GOLF CART EMBLEM, WHEEL COVE	001-550-600-370	268.93
NEWELL PAPER COMPANY	3135403	07/15/2021	JANITORIAL SUPPLIES	001-550-501-208	153.49
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	001-550-525-231	8.00
OKTIBBEHA COUNTY COOPERATIVE	697225	07/15/2021	BOOTS, PANT, SHIRT	001-550-535-233	188.75
LOWE'S - PARKS	909629	07/15/2021	POOL CHEMICALS	001-550-501-250	254.10
IVY AUTO PARTS, LLC.	667690	07/16/2021	TAIL LIGHT ASSY TRUCK #109	001-550-690-360	140.00
MAXXSOUTH BROADBAND	INV0033736	07/16/2021	ACCT #8282 41 101 0659622 MONCRIEF PARK	001-550-600-330	106.50
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	001-550-600-330	45.59
LIBERTY WASTE, INC.	3752	07/18/2021	3 PORTA JOHN RENTALS	001-550-600-300	270.00
WALMART- CAPITAL ONE	06897	07/19/2021	BANDAIDS & CHALK	001-550-501-200	6.88
WALMART- CAPITAL ONE	06897	07/19/2021	BANDAIDS & CHALK	001-550-501-415	4.97
GATEWAY TIRE & SERVICE CENTER	1018-147096	07/19/2021	REPAIR FLAT	001-550-600-370	18.87
NEWELL PAPER COMPANY	3135455	07/19/2021	DISINFECTANT	001-550-501-208	44.50
M'PRINTS	44678	07/19/2021	75 CAPS	001-550-512-200	772.02
POWERSTROKE EQUIPMENT SALES & SVC	5846	07/19/2021	REPAIR STIHL HT	001-550-600-370	108.48
TERRY SVC., INC	78697	07/19/2021	QUARTERLY MAINT AGREEMENT -PARKS	001-550-600-300	1,248.00
LOWE'S - PARKS	907336	07/19/2021	PEGBBOARD HOOKS, KEYS, HAS	001-550-501-110	65.80
NATIONAL BUSINESS FURNITURE, LLC	CW024917-LIA	07/19/2021	RECEPTION DESK	001-550-555-250	1,999.30
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	001-550-525-231	107.70
GATEWAY TIRE & SERVICE CENTER	1018-147188	07/20/2021	GOLF CART TIRE, VALVE STEM	001-550-600-370	117.40
AMAZON CAPITAL SERVICES, INC.	1Q4D-7QXG-FMYF	07/20/2021	HP LASER PRINTER	001-550-501-200	449.00
FARRELL-CALHOUN CO	027011294	07/21/2021	PAINT	001-550-501-110	155.00
BFC SOLUTIONS, LLC	OTR2447895	07/21/2021	QUARTERLY FILTER SERVICE	001-550-600-300	390.00
POWER WASH STORE NORTH MISSISSIPPI	SO001117	07/21/2021	NOZZLE, GUN, SUPPLIES	001-550-600-370	940.30
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	001-550-525-231	137.27
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	001-550-600-340	10,364.82
Outstanding Total:					37,372.46
Department 550 - PARKS AND REC DEPARTMENT Total:					37,372.46

Expense Approval Report

Post Dates: 7/23/2021 - 7/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 600 - CAPITAL PROJECTS					
Outstanding					
PETTY CASH VOUCHERS	07.23.21	07/23/2021	COFFEE FOR BUILD GRANT MEETING	001-600-948-860	6.00
Outstanding Total:					6.00
Department 600 - CAPITAL PROJECTS Total:					6.00
Fund 001 - GENERAL FUND Total:					169,492.81
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
BOBBY PEPPER	INV0033715	06/04/2021	MILEAGE FOR VISIT TO REVIEW PHONE/RADIO SYSTE	015-505-610-350	126.56
SOLAR SPRAY	279647	06/26/2021	SPRAYING ROUNDUP AROUND FENCES & PARKING	015-505-691-550	570.74
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
VERIZON WIRELESS	9883226424	07/02/2021	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.48
MAXXSOUTH BROADBAND	INV0033735	07/06/2021	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	148.97
CLEARWATER INC., ENVIRONMENTAL ENGI	120.22101P	07/12/2021	2017 AIP GRANT PAY REQ #3	015-505-720-805	395.40
OKTIBBEHA COUNTY COOPERATIVE	696455	07/13/2021	SLIP HOOK, CHAIN, LIFT POLE	015-505-555-250	340.46
POWERSTROKE EQUIPMENT SALES & SVC	5827	07/14/2021	2 GAL MIX OIL, BUMP HEAD	015-505-525-231	10.99
POWERSTROKE EQUIPMENT SALES & SVC	5827	07/14/2021	2 GAL MIX OIL, BUMP HEAD	015-505-555-250	15.97
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	015-505-604-330	158.76
IVY AUTO PARTS, LLC.	668038	07/21/2021	OIL, BELT, FITTINGS, XREEL	015-505-525-231	55.74
IVY AUTO PARTS, LLC.	668038	07/21/2021	OIL, BELT, FITTINGS, XREEL	015-505-555-250	63.11
OKTIBBEHA COUNTY COOPERATIVE	698680	07/21/2021	2 HYD FILTERS	015-505-555-250	54.84
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	015-505-625-380	1,235.83
Outstanding Total:					3,256.23
Department 505 - AIRPORT Total:					3,256.23
Fund 015 - AIRPORT FUND Total:					3,256.23
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	120.22101P	07/12/2021	2017 AIP GRANT PAY REQ #3	016-515-600-370	395.40
CLEARWATER INC., ENVIRONMENTAL ENGI	120.22101P	07/12/2021	2017 AIP GRANT PAY REQ #3	016-515-720-806	7,117.20
WEBSTER ELECTRIC, INC	527-001	07/20/2021	AWOS INSTALLATION/2020 FAA AIP GRANT	016-515-720-825	219,849.00
Outstanding Total:					227,361.60
Department 515 - RESTRICTED PROJECTS Total:					227,361.60
Fund 016 - RESTRICTED AIRPORT Total:					227,361.60
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
DOBBS PETERBILT	20642PMM	06/04/2019	TRUCK #40, 93, 91 REPAIRS	022-322-630-360	2,466.78
PAUL'S WELDING	0714	06/30/2021	TAIL REPAIR ON LANDSCAPE TRAILER, GREASE FITTINGS	022-322-630-400	240.00
HOLLIS BROTHERS HEATING & COOLING	07967	06/30/2021	SANITATION BREAK ROOM AC REPAIRS	022-322-600-300	95.00
WASTE PRO	219518	06/30/2021	RECYCLING CHARGES FOR JUNE 2021	022-322-600-431	1,050.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON CONNECT-NWF	2492608	07/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	437.13
BULLDOG TOWING & RECOVERY	42386	07/06/2021	TOW TRUCK 98	022-322-630-360	550.00
STARKVILLE AUTO PARTS	144851	07/08/2021	TRUCK #96A BATTERY	022-322-630-360	169.99
TRI-STATE TRUCKCENTER*	02W10751	07/09/2021	TRUCK #98 REPAIRS	022-322-630-360	868.93
PAUL'S WELDING	0717	07/09/2021	TRUCK #91 FIXED LIFT ARM	022-322-630-360	2,330.00
GATEWAY TIRE & SERVICE CENTER	1018-146673	07/10/2021	TRUCK #95 NEW TIRE	022-322-630-360	383.70
GATEWAY TIRE & SERVICE CENTER	1018-146777	07/13/2021	TRUCK #91 NEW TIRE	022-322-630-360	334.94
H&R AGRI-POWER	CN06185	07/13/2021	STUD FOR TRACTOR #1	022-322-630-360	352.01
PAUL'S WELDING	0720	07/14/2021	TRACTOR #1 REMOVE BOLT/FIELD JOB	022-322-630-360	160.00
GATEWAY TIRE & SERVICE CENTER	1018-146868	07/14/2021	TRACTOR 1 TIRE REPAIR/ SVC CALL	022-322-630-360	138.65
STARKVILLE GLASS & PAINT	30394	07/14/2021	TRUCK #95 1/2 WINDSHIELD	022-322-630-360	300.00
POWERSTROKE EQUIPMENT SALES & SVC	5830	07/14/2021	REPAIR HEDGE TRIMMER	022-322-630-400	226.42
PAUL'S WELDING	0721	07/15/2021	REPAIR LIFT ARMS ON BUSHHOG - TRACTOR 1	022-322-630-360	140.00
GATEWAY TIRE & SERVICE CENTER	1018-146939	07/15/2021	TRUCK #40 NEW TIRE	022-322-630-360	326.89
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5350	07/15/2021	JULY 2021 MONTHLY TESTING	022-322-525-231	66.00
ALEX ESTERS	INV0033710	07/15/2021	REIMB WORK KEYS	022-322-691-550	45.00
GATEWAY TIRE & SERVICE CENTER	1018-147003	07/16/2021	TRUCK #41 TWO TIRES	022-322-630-360	649.88
GATEWAY TIRE & SERVICE CENTER	1018-147011	07/16/2021	TIRES & MOUNTS FOR TRUCK #43	022-322-630-360	1,140.25
STARKVILLE AUTO PARTS	145090	07/16/2021	HYD HOSES	022-322-630-360	173.33
POWERSTROKE EQUIPMENT SALES & SVC	5841	07/16/2021	WEEDEATER SUPPLIES	022-322-630-400	391.95
SOUTHERN TELECOMMUNICATIONS	07.17.21	07/17/2021	ACCT #2490 JUNE 2021	022-322-604-330	45.59
FUELMAN / FLEETCOR	NP60425118	07/19/2021	FUEL REPORT 07/12/21 - 07/18/21	022-322-525-231	3,665.81
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	07.20.21	07/20/2021	REIMB BILLING STATEMENT ACCT#92-00499-0-00	022-322-491-137	934.65
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0621	07/22/2021	ACCT #146.20 SEDC ADMIN FEES JUNE 2021	022-322-600-333	5,632.18
FUELMAN / FLEETCOR	NP60445825	07/26/2021	FUEL REPORT 07/19/21 - 07/25/21	022-322-525-231	2,976.74
STARKVILLE UTILITIES	INV0033740	07/28/2021	UTILITY BILLS BY DEPT	022-322-625-380	1,912.85
Outstanding Total:					28,204.67
Paid					
CASHFLOW LEASE	07.15.21	07/15/2021	FEIN #64-6001082/SANITATION TRACT	022-322-820-873	6,303.77
Paid Total:					6,303.77
Department 322 - SANITATION DEPARTMENT Total:					34,508.44
Fund 022 - ENVIRONMENTAL SERVICES Total:					34,508.44

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-341978	08/01/2021	INCODE FINANCIAL SUITE MAINTENANCE/CIS/CRM ANNUAL	107-112-600-303	25,345.63
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Expense Approval Report

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	025-342519	08/01/2021	MONTHLY COURT MAINT- AUGUST 2021	107-112-600-303	175.00
Outstanding Total:					25,520.63
Department 112 - COMPUTER ASSESSMENTS Total:					25,520.63
Fund 107 - COMPUTER ASSESSMENTS Total:					25,520.63

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1072748	07/07/2021	NEEL SCHAFFER INV#1072748 OCEDA SPEC BLDNG PAD	303-600-600-309	1,539.24
OKT COUNTY SUPERVISORS	126368	07/21/2021	HEADWATERS INV#126368	303-600-600-309	42,643.71
Outstanding Total:					44,182.95
Department 600 - CAPITAL PROJECTS Total:					44,182.95
Fund 303 - INDUSTRIAL PARK BOND Total:					44,182.95

Fund: 309 - AMERICAN RELIEF FUND

Department: 316 - AMERICAN RECOVERY REINVESTMENT

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	415058	07/19/2021	GENERAL LEGAL EXPENSES	309-316-912-850	168.00
Outstanding Total:					168.00
Department 316 - AMERICAN RECOVERY REINVESTMENT Total:					168.00
Fund 309 - AMERICAN RELIEF FUND Total:					168.00

Fund: 310 - LINKAGE TAP PROJECT

Department: 000 - UNDESIGNATED

Outstanding

BYRUM CONSTRUCTION	EST. #4	07/06/2021	PRJT 108010701000 /LINKAGE TAP-	310-000-051-311	5,870.78
BYRUM CONSTRUCTION	EST. #4	07/06/2021	PRJT 108010701000 /LINKAGE TAP-	310-000-051-702	70,449.42
BYRUM CONSTRUCTION	EST. #4	07/06/2021	PRJT 108010701000 /LINKAGE TAP-	310-000-053-312	5,870.79
Outstanding Total:					82,190.99
Department 000 - UNDESIGNATED Total:					82,190.99

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

BYRUM CONSTRUCTION	EST. #4	07/06/2021	PRJT 108010701000 /LINKAGE TAP-	310-653-903-852	5,870.79
Outstanding Total:					5,870.79
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					5,870.79
Fund 310 - LINKAGE TAP PROJECT Total:					88,061.78

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

FALCON CONTRACTING CO.,IN	4067	05/31/2021	2021 STREET OVERLAY PROJECT 21003	319-600-912-800	204,637.25
LEE'S PRECAST CONCRETE, IN	141672	07/09/2021	SS-2 INLET TOP	319-600-948-854	683.21
LEE'S PRECAST CONCRETE, IN	141673	07/09/2021	SS-2 INLET TOP	319-600-948-854	683.21
MMC MATERIALS, INC.	715837	07/20/2021	CONCRETE FOR FELLOWSHIP	319-600-948-854	604.00
GROUNDSTONE CONSTRUCTION	372-1	07/21/2021	GARRARD RD SIDEWALK IMP.	319-600-903-851	24,979.69
H&H CONSTRUCTION & EXCAVATING, LLC	21032	07/23/2021	FELLOWSHIP STREET INLET IMPROVEMENTS	319-600-948-854	3,400.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
H&H CONSTRUCTION & EXCAVATING, LLC	21051	07/23/2021	VINE STREET INLET IMPROVEMENTS	319-600-948-854	4,500.00
Outstanding Total:					239,487.36
Department 600 - CAPITAL PROJECTS Total:					239,487.36
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					239,487.36

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

DALHOFF THOMAS DESIGN STUDIO	9903	07/07/2021	PROJ 20-483 SPORTSPLEX & MCKEE PARK IMP	380-551-600-955	20,592.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	415058	07/19/2021	GENERAL LEGAL EXPENSES	380-551-600-945	1,012.00
T&M STEEL ERECTORS, INC.	PAYMENT #1	07/19/2021	CORNERSTONE PARK - PHASE	380-551-907-945	130,157.32
SPORTS CONTRACTORS UNLIMITED	2102-06	07/20/2021	CORNERSTONE PARK - TURF CONTRACT	380-551-907-947	234,301.55
SOUTHERN ELECTRIC CORP OF MS	APPLICATION #004	07/23/2021	LIGHTING FOR CORNERSTONE PARK	380-551-907-943	84,429.40
SPORTS FACILITIES MANAGEMENT	8700	08/01/2021	PRE-OPENING SVCS - AUGUST 2021	380-551-600-947	24,000.00
Outstanding Total:					494,492.27
Department 551 - PARK & REC TOURISM Total:					494,492.27
Fund 380 - PARK BONDS 2020 Total:					494,492.27

Fund: 610 - TRUST & AGENCY

Department: 000 - UNDESIGNATED

Paid

STARKVILLE CONVENTIONS/VISITORS BUR	INV0033708	07/23/2021	2% HOTEL/MOTEL TAX	610-000-147-656	24,509.13
Paid Total:					24,509.13
Department 000 - UNDESIGNATED Total:					24,509.13
Fund 610 - TRUST & AGENCY Total:					24,509.13

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

MSU /2% TAX REVENUE	INV0033705	07/23/2021	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	40,893.90
O.C.E.D.A	INV0033706	07/23/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	30,670.43
STARKVILLE CONVENTIONS/VISITORS BUR	INV0033707	07/23/2021	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	30,670.43
Paid Total:					102,234.76
Department 000 - UNDESIGNATED Total:					102,234.76
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					102,234.76
Grand Total:					1,453,275.96

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	169,492.81	0.00
015 - AIRPORT FUND	3,256.23	0.00
016 - RESTRICTED AIRPORT	227,361.60	0.00
022 - ENVIRONMENTAL SERVICES	34,508.44	6,303.77
107 - COMPUTER ASSESSMENTS	25,520.63	0.00
303 - INDUSTRIAL PARK BOND	44,182.95	0.00
309 - AMERICAN RELIEF FUND	168.00	0.00
310 - LINKAGE TAP PROJECT	88,061.78	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	239,487.36	0.00
380 - PARK BONDS 2020	494,492.27	0.00
610 - TRUST & AGENCY	24,509.13	24,509.13
630 - ECONOMIC DEV, TOURISM & CONV	102,234.76	102,234.76
Grand Total:	1,453,275.96	133,047.66

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	1,869.00	0.00
001-100-604-330	COMMUNICATIONS	803.38	0.00
001-100-610-350	TRAVEL / TRAINING	3,130.48	0.00
001-110-604-330	POSTAGE / COMMUNICA	299.61	0.00
001-111-604-330	COMMUNICATIONS	146.50	0.00
001-120-503-202	COMMITTEE SUPPORT	570.90	0.00
001-120-604-330	COMMUNICATIONS	218.15	0.00
001-120-610-350	TRAVEL AND CONFEREN	624.96	0.00
001-123-501-200	SUPPLIES	0.00	0.00
001-123-604-330	COMMUNICATIONS	653.09	0.00
001-145-604-330	POSTAGE/COPIER/PHON	775.13	0.00
001-145-610-350	TRAVEL/TRAINING	50.00	0.00
001-145-918-805	EQUIPMENT AND FURNI	1,476.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	8,458.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	9,330.39	0.00
001-180-600-310	SALARY STUDY	1,250.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	155.33	0.00
001-180-610-340	ADVERTISING	50.00	0.00
001-180-691-505	PERSONNEL / KRONOS S	4,032.75	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	24.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	881.52	0.00
001-192-510-220	SUPPLIES	289.04	0.00
001-192-625-380	UTILITIES	40.53	0.00
001-192-630-403	REPAIRS TO BUILDING &	150.00	0.00
001-192-630-410	CITY HALL 2ND FLOOR S	2,457.51	0.00
001-196-691-300	PROFESSIONAL SERVICE	146.00	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-600-308	ENGINEERING SERVICES	75.00	0.00
001-197-604-330	COMMUNICATIONS	80.47	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-918-806	NEW EQUIPMENT	2,761.00	0.00
001-201-501-200	OFFICE SUPPLIES	245.82	0.00
001-201-525-231	GAS & OIL	6,510.92	0.00
001-201-535-233	UNIFORMS	3,623.20	0.00
001-201-541-240	PRISONER MEDICAL EXP	333.00	0.00
001-201-556-251	POLICE SUPPLIES	4,642.70	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	5,657.06	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-615-343	PRINTING & BINDING	175.00	0.00
001-201-625-380	UTILITIES	299.58	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	5,432.60	0.00
001-201-630-426	BUILDING MAINTENANC	2,802.00	0.00
001-201-690-450	GPS EXPENSES	922.83	0.00
001-246-525-231	GAS AND OIL	41.77	0.00
001-261-501-200	OFFICE SUPPLIES	331.00	0.00
001-261-525-231	GAS & OIL	1,771.84	0.00
001-261-535-233	UNIFORMS	552.90	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	124.37	0.00
001-261-558-269	BUILDING MAINTENANC	1,317.26	0.00
001-261-600-390	FIRE TRAINING	3,199.17	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,237.44	0.00
001-261-625-380	UTILITIES	1,968.82	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	859.05	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-281-525-231	GAS & OIL	37.36	0.00
001-281-604-330	COPIER/PHONES/IPADS/	1,000.39	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-690-553	TRAINING	216.00	0.00
001-290-625-380	UTILITIES / CODE RED	185.14	0.00
001-301-515-221	ENVIRONMENTAL CONT	3,036.00	0.00
001-301-525-231	GAS & OIL	1,616.56	0.00
001-301-535-233	UNIFORMS	123.92	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	383.78	0.00
001-301-560-270	CONSTRUCTION MATERI	3,747.27	0.00
001-301-565-272	STREETS SIGNS & PAINT	4,521.82	0.00
001-301-604-330	COMMUNICATIONS	299.61	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	29,653.60	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,808.97	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,183.89	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-360-525-231	GAS & OIL	87.85	0.00
001-550-501-110	FIELD / PARKING LOT SU	8,906.93	0.00
001-550-501-200	OFFICE SUPPLIES	474.18	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,094.20	0.00
001-550-501-250	AQUATICS SUPPLIES & E	1,384.24	0.00
001-550-501-415	SPORTS PROGRAMS	4.97	0.00
001-550-512-200	TOURNAMENT SUPPLIES	772.02	0.00
001-550-525-231	GAS & OIL	252.97	0.00
001-550-535-233	UNIFORMS	188.75	0.00
001-550-555-250	OFFICE EQUIP / COMPU	1,999.30	0.00
001-550-600-300	PROFESSIONAL SERVICE	3,486.00	0.00
001-550-600-330	PHONES/COPIERS/POST	575.96	0.00
001-550-600-340	UTILITIES	10,397.17	0.00
001-550-600-350	ADVERTISING	20.00	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	5,869.50	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	1,564.94	0.00
001-550-630-426	BUILDING MAINT/REPAI	144.19	0.00
001-550-690-360	VEHICLE REPAIRS AND M	140.00	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-600-948-860	BUILD GRANT MATCH (2	6.00	0.00
015-505-525-231	GAS & OIL	66.73	0.00
015-505-555-250	SMALL EQUIPMENT & T	474.38	0.00
015-505-600-338	CONTRACT & LEGAL SER	148.97	0.00
015-505-604-330	CELL PHONE/POSTAGE	205.24	0.00
015-505-610-350	TRAVEL/CONFERENCE	126.56	0.00
015-505-625-380	UTILITIES	1,235.83	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	570.74	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	395.40	0.00
016-515-600-370	PROF SVC-MDOT 2017 3	395.40	0.00
016-515-720-806	CAP IMPROV-2017 FAA	7,117.20	0.00
016-515-720-825	CAP IMPROVEMENT-202	219,849.00	0.00
022-322-491-137	UNEMPLOYMENT PAYM	934.65	0.00
022-322-525-231	GAS & OIL	6,708.55	0.00
022-322-600-300	PROFESSIONAL SERVICE	95.00	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	5,632.18	0.00
022-322-600-431	CONTRACT RECYCLING C	1,050.00	0.00
022-322-604-330	COMMUNICATIONS	45.59	0.00
022-322-625-380	UTILITIES	1,912.85	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	10,485.35	0.00
022-322-630-400	EQUIPMENT REPAIR &	858.37	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
022-322-691-550	MISCELLANEOUS	45.00	0.00
022-322-820-873	2021 TRACTOR & CUTTE	6,303.77	6,303.77
107-112-600-303	DATA PROCESSING	25,520.63	0.00
303-600-600-309	LEGAL AND PROF SVCS E	44,182.95	0.00
309-316-912-850	LEGAL / ADMIN - AMERI	168.00	0.00
310-000-051-311	DUE FROM OKTIBBEHA	5,870.78	0.00
310-000-051-702	DUE FROM FEDERAL GR	70,449.42	0.00
310-000-053-312	DUE FROM MSU	5,870.79	0.00
310-653-903-852	GRANT REIMBURSED EX	5,870.79	0.00
319-600-903-851	SIDEWALK/WALKWAY I	24,979.69	0.00
319-600-912-800	STREET OVERLAYS	204,637.25	0.00
319-600-948-854	DRAINAGE IMPROVEME	9,870.42	0.00
380-551-600-945	CORNERSTONE PROFESS	1,012.00	0.00
380-551-600-947	CORNERSTONE MANAG	24,000.00	0.00
380-551-600-955	EXISTING PARKS - PROFE	20,592.00	0.00
380-551-907-943	LIGHTING	84,429.40	0.00
380-551-907-945	CORNERSTONE - PHASE	130,157.32	0.00
380-551-907-947	CORNERSTONE TURF, ET	234,301.55	0.00
610-000-147-656	DUE TO GOVERNMENT	24,509.13	24,509.13
630-000-147-657	DUE TO MISSISSIPPI STA	40,893.90	40,893.90
630-000-147-664	DUE TO VISITORS/CONV.	30,670.43	30,670.43
630-000-148-655	DUE TO OCEDA	30,670.43	30,670.43
Grand Total:		1,453,275.96	133,047.66

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,418,425.85	133,047.66
16032	24,979.69	0.00
210051	5,183.21	0.00
210054	683.21	0.00
21032	4,004.00	0.00
Grand Total:	1,453,275.96	133,047.66



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

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VENDOR: 76 APAC MISSISSIPPI, INC.

4000108251	07/26/21		5005 Asphalt		08/04/21	643.13	.00	ACH			
4000108600	07/26/21		5005 Asphalt		08/04/21	1310.52	.00	ACH			

VENDOR TOTAL: 1953.65

VENDOR: 124 ATMOS ENERGY

3020752702-7/21	07/26/21		0 Utility bill		08/04/21	43.21	.00	ACH			
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VENDOR TOTAL: 43.21

VENDOR: 186 BRENNTAG MID-SOUTH

BMS879650	07/14/21		8529 Chemicals		08/04/21	1394.60	.00	ACH			
BMS890592	07/14/21		8529 Chemicals		08/04/21	1394.60	.00	ACH			

VENDOR TOTAL: 2789.20

VENDOR: 188 BOX CONSTRUCTION LLC

24, 26, 28	07/26/21		0 Water & Sewer Repairs		08/04/21	9579.00	.00	ACH			
25, 27, 29-31	07/26/21		0 Water & Sewer repairs		08/04/21	7760.00	.00	ACH			
7/12/21 - 32	07/26/21		0 Water Repairs		08/04/21	2295.00	.00	ACH			

VENDOR TOTAL: 19634.00

VENDOR: 202 BELL BUILDING SUPPLY

323351	07/26/21		6152 Supplies		08/04/21	10.68	.00	ACH			
323901	07/26/21		6171 Supplies		08/04/21	10.54	.00	ACH			
324114	07/26/21		6175 Concrete		08/04/21	71.46	.00	ACH			

VENDOR TOTAL: 92.68

VENDOR: 220 CENTRAL PIPE SUPPLY

S100220125.002	07/26/21		10062 Materials		08/04/21	115.00	.00	ACH			
S100259332.001	07/26/21		6150 Materials		08/04/21	2025.25	.00	ACH			

VENDOR TOTAL: 2140.25

VENDOR: 304 CIRCLE B CUTTERS LLC

9956	07/26/21		0 Repairs-North Montgomery		08/04/21	1546.04	.00	ACH			
9962, 9963	07/26/21		0 Repairs-North Montgomery		08/04/21	4513.75	.00	ACH			

VENDOR TOTAL: 6059.79

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VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3112822-001-000	07/26/21	6122 Materials		08/04/21	280.00	.00	CHK				
3112938-000-000	07/26/21	6138 Supplies		08/04/21	354.00	.00	CHK				
3112938-001-000	07/26/21	6138 Supplies		08/04/21	118.00	.00	CHK				
3112942-000-000	07/26/21	6139 Materials		08/04/21	4296.60	.00	CHK				
3113035-000-000	07/26/21	6156 Materials		08/04/21	592.25	.00	CHK				
VENDOR TOTAL:					5640.85						
VENDOR: 450 ENVIRO-LABS, INC.											
5038	07/14/21	4980 Testing		08/04/21	185.00	.00	ACH				
5039	07/14/21	4980 Testing		08/04/21	185.00	.00	ACH				
5040	07/14/21	4980 Testing		08/04/21	254.00	.00	ACH				
5041	07/14/21	4980 Testing		08/04/21	185.00	.00	ACH				
5055	07/14/21	4980 Testing		08/04/21	185.00	.00	ACH				
VENDOR TOTAL:					994.00						
VENDOR: 494 ELECTRIC MOTOR											
128345	07/27/21	8596 Materials		08/04/21	55.50	.00	ACH				
VENDOR TOTAL:					55.50						
VENDOR: 496 EAST MISS LUMBER											
E86085	07/26/21	5015 Supplies		08/04/21	102.55	.00	CHK				
VENDOR TOTAL:					102.55						
VENDOR: 604 FASTENAL											
MSSTA97726	07/26/21	4985 Supplies		08/04/21	1113.69	.00	ACH				
VENDOR TOTAL:					1113.69						
VENDOR: 605 FERGUSON ENTERPRISES LLC											
1395664	07/26/21	6131 Materials		08/04/21	1932.00	.00	CHK				
2099095	07/26/21	6119 Materials		08/04/21	276.92	.00	CHK				
2108857	07/26/21	6126 Materials		08/04/21	324.70	.00	CHK				
VENDOR TOTAL:					2533.62						

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VENDOR:	612	FALCON CONTRACTING CO., INC									
4070	07/26/21	0	Asphalt Patching		08/04/21	7000.00	.00	CHK			
				VENDOR TOTAL:		7000.00					
VENDOR:	620	G & C SUPPLY CO., INC.									
6826238	07/26/21	10032	Materials		08/04/21	366.25	.00	ACH			
				VENDOR TOTAL:		366.25					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-147143	07/26/21	6167	Repairs		08/04/21	376.37	.00	CHK			
1018146793	07/26/21	6147	Repair		08/04/21	160.32	.00	CHK			
				VENDOR TOTAL:		536.69					
VENDOR:	765	HYDRA SERVICE, INC.									
149128	07/14/21	4983	Parts		08/04/21	5080.00	.00	ACH			
149524	07/14/21	4983	Parts		08/04/21	316.00	.00	ACH			
149534	07/14/21	4983	Parts		08/04/21	437.00	.00	ACH			
149578	07/14/21	4983	Parts		08/04/21	506.00	.00	ACH			
149685	07/14/21	4983	Parts		08/04/21	5358.00	.00	ACH			
149715	07/14/21	4983	Parts		08/04/21	2762.50	.00	ACH			
150020	07/14/21	4983	Parts		08/04/21	1166.00	.00	ACH			
150224	07/14/21	4983	Parts		08/04/21	437.00	.00	ACH			
150247	07/14/21	4983	Parts		08/04/21	506.00	.00	ACH			
150494	07/27/21	4991	Pump Rental		08/04/21	5358.00	.00	ACH			
150495	07/27/21	4991	Materials		08/04/21	316.00	.00	ACH			
				VENDOR TOTAL:		22242.50					
VENDOR:	812	HELENA CHEMICAL COMPANY									
62089893	07/26/21	8543	Turnkey Application Fee		08/04/21	4992.80	.00	CHK			
				VENDOR TOTAL:		4992.80					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
1130-1133, 1137	07/26/21	0	Water & Sewer repairs		08/04/21	5834.00	.00	ACH			
1134	07/26/21	0	North Montgomery Project		08/04/21	28685.00	.00	ACH			
1138-1145, 47,48	07/27/21	0	Water & Sewer repairs		08/04/21	13601.00	.00	ACH			
				VENDOR TOTAL:		48120.00					

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VENDOR:	907	INDUSTRIAL CHEMICALS INC										
491151	07/26/21	5002	Polymer		08/04/21	3608.13	.00	ACH				
					VENDOR TOTAL:	3608.13						
VENDOR:	1010	JT RAY CO										
210715-0510	07/26/21	4989	Copier		08/04/21	45.03	.00	ACH				
					VENDOR TOTAL:	45.03						
VENDOR:	1035	KANSAS CITY SOUTHERN										
1600092194	07/26/21	0	Annual Billing		08/04/21	100.00	.00	ACH				
					VENDOR TOTAL:	100.00						
VENDOR:	1106	LESLIE DEAN										
162-164	07/26/21	0	Maintenance		08/04/21	4022.00	.00	ACH				
					VENDOR TOTAL:	4022.00						
VENDOR:	1205	LOWE'S										
2530896	07/26/21	4987	Supplies		08/04/21	128.01	.00	CHK				
					VENDOR TOTAL:	128.01						
VENDOR:	1322	MMC MATERIALS, INC.										
712789	07/26/21	6121	Concrete		08/04/21	621.00	.00	CHK				
715528	07/26/21	6158	Concrete Repairs		08/04/21	1104.00	.00	CHK				
					VENDOR TOTAL:	1725.00						
VENDOR:	1366	MS CROSS CONNECTION										
29773	07/27/21	4994	Testing		08/04/21	278.00	.00	ACH				
					VENDOR TOTAL:	278.00						
VENDOR:	1392	NUNLEY TRUCKING CO, INC.										
28438	07/26/21	10061	Crusher Run		08/04/21	5123.20	.00	CHK				
28484	07/26/21	4990	Crusher Run		08/04/21	1667.52	.00	CHK				
					VENDOR TOTAL:	6790.72						

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VENDOR:	1396	NEEL-SCHAFER										
1072218	07/26/21	0	Engineering		08/04/21	2870.00	.00	CHK				
				VENDOR TOTAL:		2870.00						
VENDOR:	1400	NESCO										
S2467214.001	07/26/21	6160	Materials		08/04/21	902.64	.00	ACH				
				VENDOR TOTAL:		902.64						
VENDOR:	1525	OKTIBBEHA COUNTY COOP										
697148	07/26/21	6155	Uniforms		08/04/21	147.35	.00	ACH				
697149	07/26/21	6159	Soil		08/04/21	74.00	.00	ACH				
697215	07/26/21	8599	Fertilizer		08/04/21	43.50	.00	ACH				
698945	07/26/21	6177	Uniform		08/04/21	64.67	.00	ACH				
SA000000000000025	07/26/21	6148	Uniforms		08/04/21	132.00	.00	ACH				
				VENDOR TOTAL:		461.52						
VENDOR:	1540	PAUL BRAND										
036086	07/27/21	0	CDL Testing		08/04/21	300.00	.00	CHK				
				VENDOR TOTAL:		300.00						
VENDOR:	1620	POLLAN PROMOS										
21404	07/26/21	6141	Uniforms		08/04/21	54.80	.00	CHK				
				VENDOR TOTAL:		54.80						
VENDOR:	1818	UNITED RENTALS INC										
195735006-001	07/26/21	6137	Equipment Rental		08/04/21	313.87	.00	ACH				
196167199	07/27/21	6169	Equipment Rental		08/04/21	704.00	.00	ACH				
				VENDOR TOTAL:		1017.87						
VENDOR:	1884	STARKVILLE GARBAGE										
6/25/21	07/26/21	0	Garbage disposal-600137		08/04/21	94.50	.00	CHK				
				VENDOR TOTAL:		94.50						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1886	STATE INDUSTRIAL PRODUCTS CP									
902068324	07/27/21	6162	Supplies		08/04/21	762.57	.00	CHK			
				VENDOR TOTAL:		762.57					
VENDOR:	1892	S&N AIROFLO INC									
18229	07/26/21	4988	Rental		08/04/21	2400.00	.00	ACH			
				VENDOR TOTAL:		2400.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
515-144912	07/26/21	6133	Maintenance		08/04/21	52.30	.00	CHK			
5151-143963	07/14/21	8568	Maintenance		08/04/21	45.94	.00	CHK			
5151-144938	07/26/21	6133	Maintenance		08/04/21	8.29	.00	CHK			
5151-145012	07/26/21	6145	Maintenance		08/04/21	163.57	.00	CHK			
5151-145020	07/26/21	6145	Maintenance		08/04/21	29.98	.00	CHK			
5151-145070	07/26/21	8597	Repairs		08/04/21	406.22	.00	CHK			
5151-145071	07/26/21	8598	Repairs		08/04/21	179.71	.00	CHK			
5151-145163	07/26/21	6168	Maintenance		08/04/21	85.40	.00	CHK			
5151-145182	07/26/21	6170	Parts		08/04/21	59.99	.00	CHK			
				VENDOR TOTAL:		1031.40					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
JULY 2021	07/26/21	0	Utility bills		08/04/21	65321.48	.00	DFT			
				VENDOR TOTAL:		65321.48					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-0621	07/26/21	0	Due to Elec Dept-146.10		08/04/21	79720.88	.00	ACH			
				VENDOR TOTAL:		79720.88					
VENDOR:	1917	RONNIE JONES CONST, INC.									
20211811	07/26/21	6161	Rock		08/04/21	3078.35	.00	ACH			
				VENDOR TOTAL:		3078.35					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
5081069-01	07/15/21	4737	Materials		08/04/21	216.10	.00	ACH			
5591663-00	07/26/21	6143	Materials		08/04/21	703.92	.00	ACH			
				VENDOR TOTAL:		920.02					

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VENDOR: 1947 SUNCOAST INFRASTRUCTURE, INC												
PHASE1 - RFC#3	07/23/21	0	Green Oaks Sewer-Phase 1		08/04/21	88692.45	.00	ACH				
PHASE2 - RFC#4	07/23/21	0	Green Oaks Sewer-Phase 2		08/04/21	37514.55	.00	ACH				
PHASE2 - RFC#5	07/23/21	0	Green Oaks Sewer-Phase 2		08/04/21	49309.50	.00	ACH				
VENDOR TOTAL:						175516.50						
VENDOR: 2025 THE SHERWIN-WILLIAMS CO												
.8857-9	07/14/21	4729	Paint		08/04/21	729.07	.00	CHK				
1873-8	07/14/21	4729	Paint		08/04/21	304.10	.00	CHK				
1899-3	07/14/21	4729	Paint		08/04/21	410.00	.00	CHK				
VENDOR TOTAL:						1443.17						
VENDOR: 2104 UPS												
24W1X6281, 6291	07/26/21	0	Postage		08/04/21	497.43	.00	CHK				
VENDOR TOTAL:						497.43						
VENDOR: 2121 UTILITY SERVICE CO, INC.												
537908,8139,8140	07/26/21	0	Water tank painting		08/04/21	61149.07	.00	CHK				
VENDOR TOTAL:						61149.07						
VENDOR: 2190 WARREN INC.												
WI-0081915	07/26/21	4738	Truck Bed		08/04/21	7800.00	.00	CHK				
VENDOR TOTAL:						7800.00						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1060773	07/27/21	8591	Testing		08/04/21	378.00	.00	ACH				
VENDOR TOTAL:						378.00						
VENDOR: 2309 WILLIAMS EQUIPMENT & SUPPLY												
W3855682	07/26/21	6128	Maintenance		08/04/21	697.36	.00	CHK				
VENDOR TOTAL:						697.36						

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VENDOR: 2327 Waukaway Distributors, Inc.

67425, 67724	07/26/21	0	Water		08/04/21	57.40	.00	ACH			
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VENDOR TOTAL: 57.40

VENDOR: 9909813 Atmos Energy Corp

310377	07/23/21	0	Gas Line Repair		08/04/21	1061.04	.00	CHK			
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VENDOR TOTAL: 1061.04

GRAND TOTAL: 550644.12

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VENDOR:	110		ARKANSAS ELECTRIC									
3000622	07/26/21	9762	Supplies		08/04/21	1896.00	.00	ACH				
					VENDOR TOTAL:	1896.00						
VENDOR:	131		ALTEC INDUSTRIES, INC.									
11693574	07/26/21	9792	Supplies		08/04/21	1730.88	.00	ACH				
11693673	07/26/21	9791	Supplies		08/04/21	3612.39	.00	ACH				
					VENDOR TOTAL:	5343.27						
VENDOR:	139		ACC BUSINESS									
211947242-7/21	07/26/21	0	Internet services		08/04/21	1429.38	.00	ACH				
					VENDOR TOTAL:	1429.38						
VENDOR:	202		BELL BUILDING SUPPLY									
322410	07/26/21	9771	Supplies		08/04/21	16.20	.00	ACH				
323425 + 323098	07/26/21	9783	Supplies		08/04/21	82.12	.00	ACH				
					VENDOR TOTAL:	98.32						
VENDOR:	307		CITY OF STARKVILLE									
JUNE 2021	07/23/21	0	Due to City		08/04/21	2529.11	.00	CHK				
					VENDOR TOTAL:	2529.11						
VENDOR:	348		DELL MARKETING L.P.									
7/01/21	07/23/21	0	Computer software		08/04/21	569.00	.00	ACH				
					VENDOR TOTAL:	569.00						
VENDOR:	400		IVY AUTO PARTS									
665578	07/26/21	9743	Supplies		08/04/21	145.92	.00	ACH				
667802	07/26/21	9794	Repairs		08/04/21	131.95	.00	ACH				
					VENDOR TOTAL:	277.87						
VENDOR:	486		DOSS ELECTRIC, INC.									
5939	07/26/21	9812	Renovation		08/04/21	3224.00	.00	CHK				
					VENDOR TOTAL:	3224.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 08/04/21 ACCOUNT 23200

UNPAID INVOICES
RUN DATE 07/27/21 PAGE 2
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 616 FUELMAN												
NP60425118	07/23/21	0	Fuel		08/04/21	2426.25	.00	CHK				
NP60445825	07/26/21	0	Fuel		08/04/21	2511.33	.00	CHK				
					VENDOR TOTAL:	4937.58						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
1018-146490	07/26/21	9777	Maintenance		08/04/21	109.85	.00	CHK				
1018-146498	07/26/21	9777	Maintenance		08/04/21	66.67	.00	CHK				
1018-146609	07/26/21	9777	Maintenance		08/04/21	186.62	.00	CHK				
1018-146724	07/26/21	9785	Repair		08/04/21	132.50	.00	CHK				
1018-146741	07/26/21	9785	Maintenance		08/04/21	45.40	.00	CHK				
1018-146749	07/26/21	9785	Maintenance		08/04/21	93.53	.00	CHK				
					VENDOR TOTAL:	634.57						
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.												
50020549-01	07/26/21	9680	Supplies		08/04/21	674.00	.00	ACH				
					VENDOR TOTAL:	674.00						
VENDOR: 804 QUADIENT LEASING USA INC												
N8936264	07/23/21	0	Postage		08/04/21	432.32	.00	CHK				
					VENDOR TOTAL:	432.32						
VENDOR: 809 HOWARD INDUSTRIES, INC.												
248386-952726	07/26/21	9759	Photocells		08/04/21	1725.00	.00	ACH				
248386-955185	07/26/21	9737	Lights		08/04/21	5697.50	.00	ACH				
248386-955186	07/26/21	9759	LED Lights		08/04/21	11395.00	.00	ACH				
					VENDOR TOTAL:	18817.50						
VENDOR: 818 HANCOCK EQUIP. & OIL CO.												
010631	07/26/21	9786	Soap		08/04/21	255.00	.00	ACH				
					VENDOR TOTAL:	255.00						
VENDOR: 822 H&H CONSTRUCTION & EXCAVATING												
1136	07/26/21	9798	Concrete Repairs		08/04/21	1150.00	.00	ACH				
					VENDOR TOTAL:	1150.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	907	INDOFF, INC.									
3488599	07/26/21	9808	Supplies		08/04/21	61.95	.00	ACH			
			VENDOR TOTAL:			61.95					
VENDOR:	1010	JT RAY COMPANY									
210715-505, 506	07/26/21	0	Copier service		08/04/21	124.61	.00	ACH			
			VENDOR TOTAL:			124.61					
VENDOR:	1106	LESLIE DEAN									
159	07/26/21	0	Maintenance		08/04/21	400.00	.00	ACH			
			VENDOR TOTAL:			400.00					
VENDOR:	1231	TERRY KEMP									
7/16/21	07/26/21	0	Travel Expense-for Lineman		08/04/21	1163.20	.00	ACH			
			VENDOR TOTAL:			1163.20					
VENDOR:	1303	MS DEPT OF EMPLOYMT SECURITY									
Q2-2021 92-00497	07/26/21	0	Unemployment Chrgs 92-00497		08/04/21	2.31	.00	CHK			
			VENDOR TOTAL:			2.31					
VENDOR:	1305	NEXAIR, LLC									
08968556	07/26/21	9809	Gas Cylinder Rental		08/04/21	52.40	.00	ACH			
			VENDOR TOTAL:			52.40					
VENDOR:	1335	VERIZON CONNECT NWF, INC									
OSV000002482511	07/23/21	0	Vehicle GPS Services-CITY206		08/04/21	833.78	.00	CHK			
			VENDOR TOTAL:			833.78					
VENDOR:	1400	NESCO									
S2468074.001	07/26/21	9789	Supplies		08/04/21	4225.71	.00	ACH			
S2468487.001	07/26/21	9789	Materials		08/04/21	377.30	.00	ACH			
S2469999.001	07/26/21	9789	Materials		08/04/21	203.24	.00	ACH			
			VENDOR TOTAL:			4806.25					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 08/04/21 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1406		NORTHEAST EXTERMINATING									
07/06/2021	07/26/21	9807	Pest Control		08/04/21	45.00	.00	ACH				
					VENDOR TOTAL:	45.00						
VENDOR:	1525		OKTIBBEHA CO. CO-OP									
694631	07/26/21	9776	Materials		08/04/21	996.00	.00	ACH				
					VENDOR TOTAL:	996.00						
VENDOR:	1536		PALMER'S SERVICE CENTER LLC									
07/09/2021	07/26/21	9819	Repairs		08/04/21	1664.25	.00	ACH				
07/12/2021	07/26/21	9819	Repairs		08/04/21	597.90	.00	ACH				
					VENDOR TOTAL:	2262.15						
VENDOR:	1800		RACKLEY OIL, INC.									
000555841	07/26/21	9799	DEF		08/04/21	27.95	.00	ACH				
					VENDOR TOTAL:	27.95						
VENDOR:	1818		UNITED RENTALS, INC.									
163327879-038	07/26/21	9787	Equipment Rental		08/04/21	1395.01	.00	ACH				
192843535-004	07/26/21	9787	Equipment Rental		08/04/21	1400.00	.00	ACH				
194884917	07/26/21	9744	Equipment Rental		08/04/21	1952.00	.00	ACH				
					VENDOR TOTAL:	4747.01						
VENDOR:	1823		RENASANT INSURANCE, INC.									
1160856	07/23/21	0	Employee surety bond		08/04/21	175.00	.00	CHK				
					VENDOR TOTAL:	175.00						
VENDOR:	1887		S & S LINE SERVICE INC									
2312-2317	07/23/21	0	ROW Clearing		08/04/21	13720.70	.00	ACH				
					VENDOR TOTAL:	13720.70						
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL									
JULY 2021	07/26/21	0	Utility bills		08/04/21	1478.40	.00	DFT				
					VENDOR TOTAL:	1478.40						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR: 1927 STAPLES BUSINESS CREDIT

7/25/21 STMT	07/27/21		0 Office Supplies		08/04/21	960.37	.00	CHK			
7333897879-0-1	07/26/21	9768	Supplies		08/04/21	154.63	.00	CHK			
7334512512-0-1	07/27/21	9784	Supplies		08/04/21	37.45	.00	CHK			
7335576471	07/26/21	9814	Supplies		08/04/21	73.47	.00	CHK			

VENDOR TOTAL: 1225.92

VENDOR: 1932 STARKVILLE DAILY NEWS

300222091, 2117	07/26/21		0 Advertising		08/04/21	880.00	.00	ACH			
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VENDOR TOTAL: 880.00

VENDOR: 1940 STUART C. IRBY

S012323995.003	07/26/21	9610	Material		08/04/21	486.00	.00	ACH			
S012408011.001	07/26/21	9679	Materials		08/04/21	2665.25	.00	ACH			
S01253870.001	07/26/21	9779	Supplies		08/04/21	1765.50	.00	ACH			

VENDOR TOTAL: 4916.75

VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS

JUNE 2021	07/23/21		0 Phone bill		08/04/21	371.69	.00	CHK			
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VENDOR TOTAL: 371.69

VENDOR: 1945 SULLIVAN'S

65470	07/23/21		0 Office supplies		08/04/21	345.60	.00	ACH			
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VENDOR TOTAL: 345.60

VENDOR: 2104 UPS

12031F281-2020	07/23/21		0 Postage		08/04/21	109.71	.00	CHK			
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VENDOR TOTAL: 109.71

VENDOR: 2118 BORDER STATES ELECTRIC

922421487	07/26/21	9761	Stock Materials		08/04/21	82.00	.00	ACH			
922422932	07/26/21	9761	Stock Materials		08/04/21	990.75	.00	ACH			
922438895	07/26/21	9761	Stock Materials		08/04/21	1856.00	.00	ACH			

VENDOR TOTAL: 2928.75

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 08/04/21 ACCOUNT 23200

UNPAID INVOICES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	2300		WALMART COMMUNITY BRC									
7/19/21 STMT	07/27/21	0	Supplies		08/04/21	198.60	.00	CHK				
			VENDOR TOTAL:			198.60						
VENDOR:	2305		WASTE PRO									
0000219584	07/26/21	9813	Dumpster Fees		08/04/21	55.00	.00	ACH				
			VENDOR TOTAL:			55.00						
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.									
67726	07/23/21	0	Water		08/04/21	32.80	.00	ACH				
			VENDOR TOTAL:			32.80						
VENDOR:	2335		WORKER BEES									
19581	07/27/21	0	Cleaning		08/04/21	300.00	.00	CHK				
			VENDOR TOTAL:			300.00						
VENDOR:	99009766		JUSTIN HATCHER									
7/12/20-MEALS	07/26/21	0	Travel expense		08/04/21	191.69	.00	ACH				
			VENDOR TOTAL:			191.69						
VENDOR:	99009767		ORLANDO SMITH									
7/12/21-MEALS	07/26/21	0	Travel expense		08/04/21	154.76	.00	ACH				
			VENDOR TOTAL:			154.76						
VENDOR:	99009991		FIRST NATL BANK CLARKSDALE									
9/01/21	07/26/21	0	Bond Interest Payment		08/04/21	80196.88	.00	CHK				
			VENDOR TOTAL:			80196.88						
			GRAND TOTAL:			165072.78						

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: August 03, 2021

Page: 1

SUBJECT:

Request authorization to hire Benjamin Mark Wojno as Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

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

LINE ITEM

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Antione Golden who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Benjamin Mark Wojno as Certified Police Officers in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 03, 2021
Page: 1

SUBJECT:

Request authorization to hire Guyvester Dobbs and John Pugh as Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Guyvester Dobbs- Non-Exempt, Rate of \$12.00 per hour, based on 2756 hours.

John Pugh - Non-Exempt, Rate of \$12.00 per hour, based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Megan Aucoin and Charles Edwards who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Guyvester Dobbs and John Pugh as Certified Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: August 03, 2021

Page: 1

SUBJECT:

Request authorization to hire Karen Crecink as a part-time Payroll Clerk in the City Clerk's Office.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$15.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-142-430-108

AUTHORIZATION HISTORY:

This is a replacement position previously held by Mary Ivy who transferred to the Utilities Department.

REQUESTING DEPARTMENT:

Finance & Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Karen Crecink as a part-time Payroll Clerk in the City Clerk's Office.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATED: August 03, 2021
Page: 1

SUBJECT:

Request authorization to hire Kasey Trainer as a part-time Receptionist in the City Clerk's Office.

AMOUNT & SOURCE OF FUNDING:

Kasey Trainer - This position will be paid only for actual hours worked at \$10.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-142-430-108

AUTHORIZATION HISTORY:

This is a replacement position previously held by Emma Armstrong who resigned to return to college.

REQUESTING DEPARTMENT:

Finance & Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kasey Trainer as a part-time Receptionist in the City Clerk's Office.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 03, 2021
Page: 1

SUBJECT:

Request authorization to hire Kenneth Briggs and Melvin Davis as Maintenance Workers in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Kenneth Briggs -Non-Exempt Annual Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours.

Melvin Davis -Non-Exempt Annual Salary of \$25,105.60 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2020/21 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

These are replacement position previously held by Quintman Bain and Marvin Cungious who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kenneth Briggs and Melvin Davis as Maintenance Workers in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 03, 2021
Page: 1

SUBJECT:

Request authorization to advertise for a Lead Landscape Worker in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, non-exempt range of \$33,320.00 (\$16.50 per hour) to \$36,400.00 (\$17.50 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #022-322-410-104

AUTHORIZATION HISTORY:

This is a replacement position previously held by Tyson Tate.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Interim Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Interim Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Lead Landscape Worker in the Sanitation/Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 8/3/2021
PAGE: 1 of 1**

SUBJECT: Request approval for the low quote for the purchase of an electronic door access control system for City Hall.

AMOUNT & SOURCE OF FUNDING: The total one-time cost is \$16,038.50 with a \$1080.00 cost for cloud access software. 001-600-90-812 Municipal Building Capital Account

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This will provide electronic access control via fobs and/or cards for all exterior door and several interior doors at City Hall. It also allows for monitoring of when doors have been accessed.

STAFF RECOMMENDATION: Staff recommends approval.

- Residential & Commercial Security Systems
- Commercial Fire Systems
- Residential & Commercial Sound
- Fire System Inspection
- CCTV



- 24 Hour UL Listed Central Monitoring
- Home Automation Systems
- IT & Networking Solutions
- Gate and Intercom Systems
- Access Control

7/27/2021

City of Starkville

Exterior Doors	QTY
4 Door Access Panel	2
2 Door Expansion	1
Reader	9
1200lb Magnetic Lock	9
Request to Exit Motion	9
Request to Exit Button	9
Cabling	9
Cabling and Equipment Installation	3
Exterior Door Total	\$ 9,656.50

Cloud Access Control Software Annual fee for up to 16 Readers \$ 1,080.00

- Residential & Commercial Security Systems
- Commercial Fire Systems
- Residential & Commercial Sound
- Fire System Inspection
- CCTV



- 24 Hour UL Listed Central Monitoring
- Home Automation Systems
- IT & Networking Solutions
- Gate and Intercom Systems
- Access Control

7/27/2021

City of Starkville

Interior Doors	QTY
4 Door Access Panel	2
Reader	6
Door Strike	6
Cabling and Equipment Installation	3
Interior Door Total	\$ 6,382.00

Cloud Access Control Software Annual fee for up to 16 Readers \$ 1,080.00



112 Business Park Drive * Ridgeland, MS 39157 * 601.499.5799

March 3, 2021

Starkville City Hall
110 West Main Street
Starkville, MS 39759
Attn: Joel Clements

Subject: Access Control Equipment Options

Dear Joel,

For over twenty years, the staff and factory trained technicians at Magnolia State Security Solutions, LLC have been providing the highest quality access control, IP video, products and service. Based on our conversation, I propose to provide, install and service the following.

Access Control Equipment (Option I Interior Doors):

- (1) S2 Node
- (1) Multi-port Fused Power Supply
- (3) S2 ACM Door Controllers
- (5) Magnetic Locks
- (5) Spacer Brackets
- (5) RTE Motion Sensors
- (5) RTE Push Buttons
- (5) S2 Proximity Card Readers
- (8) Door Position Switches
 - All necessary wire, hardware and fittings
 - All necessary professional installation labor
 - Fuel and expenses
 - One-year parts and labor warranty

Investment: \$15,580.00 plus appropriate taxes

- | | |
|--|---|
| - Data Closet (double door w/ one maglock) | - Data Closet (single) |
| - Courtroom (single door) | - Courtroom (main double door w/ one maglock) |
| - Courtroom (double door w/ one maglock) | |

Access Control Equipment (Option II Exterior Doors):

- (2) Multi-port Fused Power Supplies
- (4) S2 ACM Door Controllers
- (8) RTE Motion Sensors
- (8) RTE Push Buttons
- (8) S2 Proximity Card Readers
- (13) Magnetic Locks
- (13) Spacer Brackets
- (15) Door Position Switches
 - All necessary wire, hardware and fittings
 - All necessary professional installation labor
 - Fuel and expenses
 - One-year parts and labor warranty

Investment: \$22,880.00 plus appropriate taxes

- | | |
|---|--|
| - Mezzanine (double door w/ double maglocks) | - First Floor (Double door with double maglocks) |
| - Ground Floor (double door w/ double maglocks) | - Main Entry (double door w/ double maglocks) |
| - Finance (double door w/ double maglocks) | - Retail Space (double door w/ one maglock) |
| - Retail Space 2 (double door w/ one maglock) | - Community Development (one maglock) |

Notes: Option II is based on utilizing the S2 Network Node proposed in Option I of this proposal.

This proposal is based on the head end software at the police department being current with the latest SUSP (software upgrade/support plan).

Owner is responsible for providing a suitable fire alarm output relay module from existing fire panel at owner expense.

Owner is responsible for inputting all cardholder information.

Owner to provide suitable network connection at NODE location.

This proposal is based on there being suitable reader portal licenses on the existing system.

Proximity fobs are available for \$10.00 each with minimum orders of 100 to maintain facility codes and number sequence.

If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,

Brian Gardo
Magnolia State Security Solutions, LLC
112 Business Park Drive
Ridgeland, MS 39157
MRL 10057037

Cornerstone Park - Phase 3 **CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 1	
OWNER:	City of Starkville	DATE:	7/28/2021
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	Adkerson Plaza		\$35,747.00
TOTALS		\$0.00	\$35,747.00
OVERALL TOTAL			\$35,747.00

JUSTIFICATION: Additional seat wall, signage, signage lighting, electrical for Adkerson Plaza additions.

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$35,747.00
The Contract Total including this change order will be:	\$9,108,811.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"10"
The new Contract Completion Date will be:	May 2, 2022

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

Requested	_____	_____
	Phase Manager - David D'Aquilla	Date
Recommended	_____	_____
	Project Manager - Sam Henry	Date
Accepted	_____	_____
	Contractor - T & M Steel Erectors, Inc.	Date
Approved	_____	_____
	City of Starkville Mayor Lynn Spruill	Date



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

AGENDA ITEM NO:
AGENDA DATE: August 3, 2021
PAGE: 1

SUBJECT: Request consideration of release of overhead utility easement related to Vista Starkville, LLC.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval of release of overhead utility easement related to Vista Starkville, LLC.

Prepared by:

Robert E. Pendley
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North
1400 Wells Fargo Tower
Birmingham, AL 35203
(205) 244-3856

Upon recording, return to:

Old Republic National Title Insurance Company
530 South Main St., Suite 1031
Akron, OH 44311

RELEASE OF EASEMENT

WHEREAS, the City of Starkville (the "City"), as successor in title to the United States of America, holds title to a right of way (the "Easement") by virtue of that certain Grant of Transmission Line Easement made by James E. Wade and wife, Rose Thruman Wade to the United State of America recorded on February 2, 1962 in Book No. 328, Page 247 in the records of the Chancery Court of Oktibbeha County;

WHEREAS, The Vista-Starkville, LLC, a Delaware limited liability company (the "Owner"), owns the real property on which the Easement is located (the "Property") as further described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Owner has requested that the Easement described below be released in exchange for a replacement easement that runs purely underground given to the City per that certain plat attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the City has determined that the release of the Easement will not adversely affect the City.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the City, for valuable consideration given, does hereby release unto the Owner, all parts of the Easement contained within the Property.

[Signature page follows]

IN WITNESS WHEREOF, the City have executed this instrument to be effective as of the day and year first above written.

CITY:

CITY OF STARKVILLE

By: _____

Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2021, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Starkville, and as the _____ of said city and as the act and deed of said city, he/she executed the above and foregoing instrument after first having been duly authorized by said city so to do.

NOTARY PUBLIC

My Commission Expires:

[City's signature page to Release of Easement]

EXHIBIT "A"

Property

TRACT 1:

A tract or parcel of land being all of lots 29, 30, 31 and part of Lot 28 in Block 28 of the A. L. Goodman Official Map of the City Starkville, Mississippi lying and being in the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi containing two and sixty-four hundredths (2.64) acres, more or less, and being more particularly described as follows:

As the POINT OF BEGINNING of the herein described parcel, start at the Southwest corner of Lot 29, Block 28, of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive, said right-of-way being 60 feet in width; thence run in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 227.05 feet to a point; thence with an interior angle right of 180 degrees 13 minutes, continue in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 30.05 feet to a point; thence with an Interior angle right of 78 degrees 02 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 213.93 feet to a point; thence with an Interior angle right of 175 degrees 07 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 84.76 feet to a point; thence with an Interior angle right of 165 degrees 30 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 398.72 feet to a point being the Northeast corner of Lot 31, said point lying on the North boundary of said Section 2; thence with an Interior angle right of 88 degrees 06 minutes, run in a Westerly direction and along the North boundary of said Lot 31 and of said Section 2 for a distance 146.81 feet to a point being the Northwest corner of said Lot 31; thence with an interior angle right 89 degrees 11 minutes, run in a Southerly direction and along the West boundary of said Lot 31 for a distance of 229.66 feet to a point; thence with an interior angle right of 303 degrees 31 minutes, run in a Northwesterly direction for a distance of 19.37 feet to a point: thence with an interior angle right of 57 degrees 30 minutes, run in a Southerly direction for a distance of 69.63 feet to a point lying on the Northwest boundary of said Lot 29; thence with an Interior angle right of 214 degrees 03 minutes, run in a Southwesterly direction and along the Northwest boundary of said Lot 29 for a distance of 298.90 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 89 degrees 36 minutes.

TRACT 2:

A tract or parcel of land being all of Lot 33, and part of Lot 35B in Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi; lying and being in the Northwest quarter of the Northeast quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing two and ninety-five hundredths (2.95) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at the Southeast corner of Lot 35, Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive and the West right-of-way margin of Camp Avenue; thence run in a Northerly direction and along the West right-of-way margin of Camp Avenue, said right-of-way being approximately 35 feet in width, for a distance of 343.22 feet to the POINT OF BEGINNING of the herein described parcel; thence with an interior angle left of 89 degrees 51 minutes, run in an Easterly direction and along the North right-of-way margin of Camp Avenue for a distance of 34.65 feet to a point; thence with an Interior angle right of 90 degrees 00 minutes, run in a Northerly direction for a distance of 402.60 feet to a point, thence with an Interior angle right of 88 degrees 22 minutes, run in a Westerly direction for a distance of 181.12 feet to a point lying on the East boundary of said Lot 33; thence with an interior angle right of 271 degrees 10 minutes, run in a Northerly direction and along the East boundary of said Lot 33 for a distance of 259.23 feet to a point being the Northeast corner of said Lot 33, said point lying on the North boundary of said Section 2: thence with an Interior angle right of 91 degrees 31 minutes run in a Westerly direction and along the North boundary of said Lot 33 and of said Section 2 for a distance of 188.38 feet to a point being the Northwest corner of said Lot 33; thence with an Interior angle right of 91 degrees 52 minutes, run in a Southerly direction and along the West boundary of said Lot 33 for a distance of 398.72 feet to a point being the Southwest corner of said Lot 33; thence with an Interior angle right of 89 degrees 29 minutes , run in an Easterly direction and along the South boundary of said Lot 33 for a distance of 157.90 feet to a point lying on the West boundary of said Lot 35B: thence with an Interior angle right of 267 degrees 01 minute, run in a Southerly direction and along the West boundary of said Lot 35B for a distance of 67.08 feet to a point; thence with an interior angle right of 89 degrees 59 minutes, run in an Easterly direction for a distance of 198.20 feet to a point lying on the East boundary of said lot 35B; thence with an Interior angle right of 270 degrees 27 minutes, run in a Southerly direction and along the East boundaries of Lots 35B, 35A and 35 for a distance of 190.27 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 90 degrees 09 minutes.

TRACT 3:

A tract or parcel of land being part of Lots 32 and 35B in Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi; lying and being in the Northwest quarter of the Northeast quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing one and forty-seven hundredths (1.47) acres, more or less, and being more particularly described as follows:

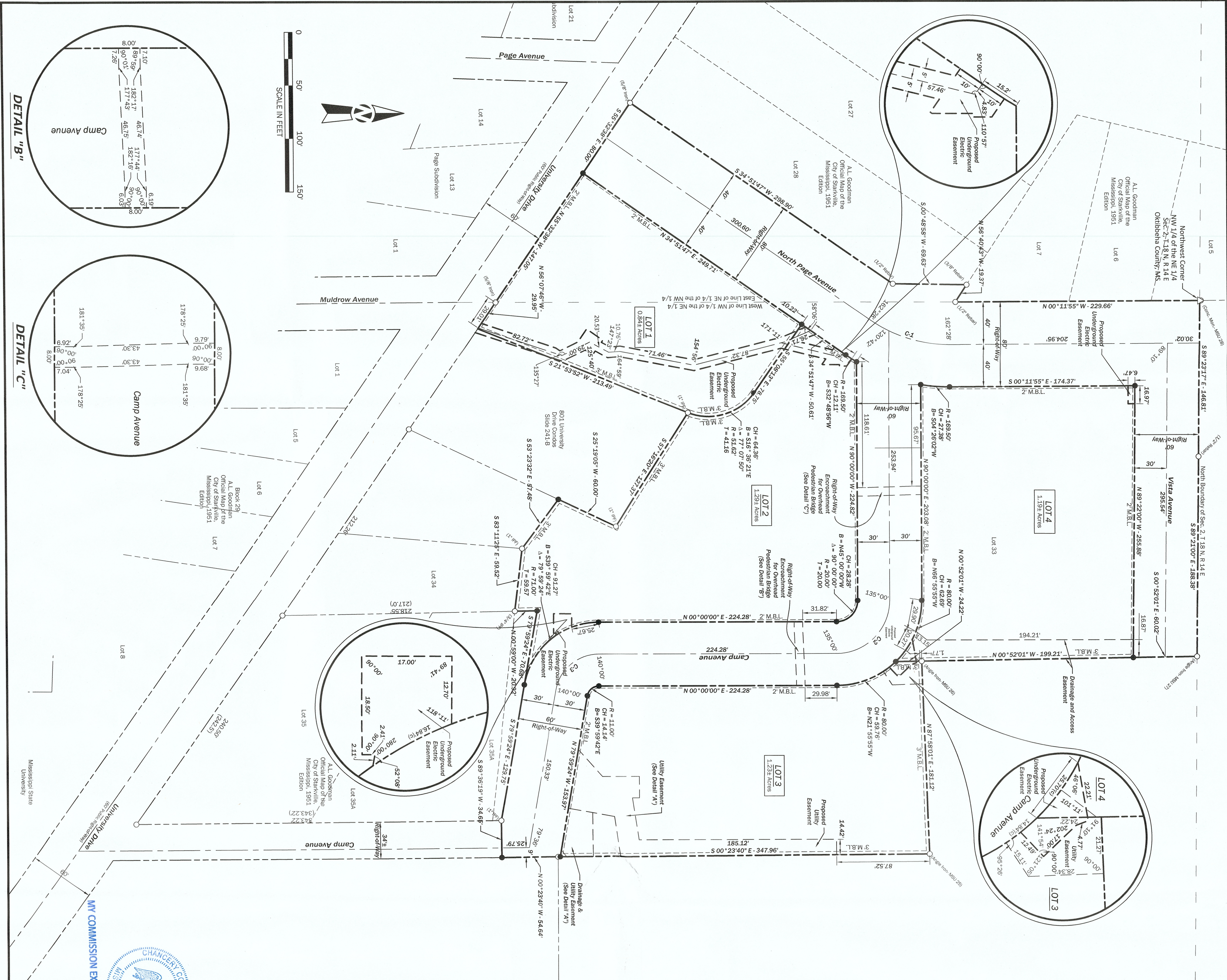
As a POINT OF COMMENCEMENT, start at the Southeast corner of Lot 35, Block 28, of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive and the West right-of-way margin of Camp Avenue; thence run in a Northerly direction and along the West right-of-way margin of Camp Avenue, said right-of-way being approximately 35 feet in width, for a distance of 343.22 feet to the POINT OF BEGINNING of the herein described parcel; thence continue in a Northerly direction and along the East boundary of said Lot 35B for a distance of 190.27 feet to a point; thence with an interior angle right of 89 degrees 33 minutes, run in a Westerly direction for a distance of 198.20 feet to a point lying on the East boundary of said Lot 32; thence with an interior angle right of 270 degrees 01 minute, run in a Northerly direction and along the East boundary of said

Lot 32 for distance of 67.08 feet to a point; thence with an Interior angle right of 92 degrees 59 minutes, run in a Westerly direction for a distance of 157.90 feet to a point lying on the West boundary of said Lot 32; thence with an interior angle right of 105 degrees 01 minute, run in a Southerly direction and along the West boundary of said Lot 32 for a distance of 84.76 feet to a point; thence with an Interior angle right of 105 degrees 43 minutes, run in a Southeasterly direction for a distance of 127.37 feet to a point; thence with an Interior angle right of 262 degrees 35 minutes, run in a Southerly direction for a distance of 60.00 feet to a point; thence with an interior angle right of 101 degrees 17 minutes, run in a Southeasterly direction for a distance of 57.48 feet to a point; thence with an Interior angle right of 150 degrees 12 minutes, run in an Easterly direction for a distance of 59.52 feet to a point being the Southwest corner of said Lot 35-B; thence with an Interior angle right of 82 degrees 12 minutes, run in a Northerly direction and along the West boundary of said Lot 35-B for a distance of 20.92 feet to a point; thence with an interior angle right of 281 degrees 00 minutes, run in an Easterly direction for a distance of 200.43 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 79 degrees 27 minutes.

EXHIBIT “B”

Plat

[Separately Attached]



PROPERTY LEGAL DESCRIPTION:
STATE OF MISSISSIPPI)
COUNTY OF OKTIBBEHA)
A tract or parcel of land being all of lots 29, 30, 31, 31-A, and 33, and part of lots 32 and 35-B in block 28 of the A.L. Goodman Official Map of the City of Starkville, Mississippi, lying and being in the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northeast quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing seven and thirty-four hundredths (7.34) acres, more or less, and being more particularly described as follows:
AS THE POINT OF BEGINNING of the herein described parcel, start at the Southwest corner of Lot 29, Block 28, of the A.L. Goodman Official Map of the City of Starkville, Mississippi, and point lying on the East line of University Drive for a distance of 227.05 feet to a point, thence un South 55°19'19" East and along the North right-of-way margin of University Drive for a distance of 30.05 feet to a point, thence un North 21°53'52" East and along the East boundary of said Lot 31 for a distance of 213.93 feet to a point, thence un South 57°14'02" East and along the North boundary of 801 University Drive South 25°19'05" West and along the East boundary of said Lot 33 for a distance of 80.00 feet to a point, thence un South 53°23'32" East for a distance of 57.48 feet to a point, thence un South 83°11'55" East for a distance of 59.52 feet to a point, being the Southwest corner of said Lot 35-B, thence un North 0°58'00" West and along the West boundary of said Lot 35-B for a distance of 70.05 feet to a point, being the Northwest corner of said Lot 33, and along the North right-of-way margin of University Drive for a distance of 40.39 feet to a point, thence un North 0°23'40" West for a distance of 188.39 feet to a point, being the Northwest corner of said Lot 33 and the Northeast corner of said Lot 33-A, thence un North 0°32'27" West and along the East boundary of said Lot 33 for a distance of 229.23 feet to a point, being the Northeast corner of said Lot 33, and point lying on the North boundary of said Section 2, thence un North 89°22'00" West and along the North boundary of said Lot 33 and of said Section 2 for a distance of 188.39 feet to a point, being the Northwest corner of said Lot 33 and the Northeast corner of said Lot 33-A, thence un North 0°11'55" East and along the West boundary of said Lot 31 for a distance of 228.65 feet to a point, thence un North 56°40'43" West for a distance of 19.37 feet to a point, thence un South 0°48'58" West for a distance of 69.63 feet to a point, being the Northwest boundary of said Lot 29, thence un South 34°51'47" West and along the Northwest boundary of said Lot 29 for a distance of 288.50 feet to the POINT OF BEGINNING of the herein described parcel.

CERTIFICATE OF OWNERSHIP
I, Eric M. Hamner, a Registered Professional Land Surveyor of the firm of TTL, Inc., Tuscaloosa, Alabama, hereby certify that this map meets the minimum standards for Class "B" survey and that this map is a true and correct representation of the land shown and is in accordance with the current requirements of the Standards of Practice for Surveying in Mississippi.
July 30, 2020
Eric M. Hamner, P.L.S.
Mississippi Reg. No. 27603

CERTIFICATE OF MORTGAGEE/LENDER
I, [Name], the undersigned, owner(s) or lien holder of the real estate shown and described herein do hereby certify that (we) have had said plat prepared and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with the within plat.
8/14/20
[Signature]
[Notary Public Seal]

CERTIFICATE OF ACQUAINTANCE
I, Adam B. Ingram, hereby certify that this plat correctly represents a plan made by me or under my supervision and that all improvements and requirements of the City of Starkville, Mississippi, subdivision standards have been complied with.
7/30/2020
[Signature]
[Notary Public Seal]

CERTIFICATE OF FINAL APPROVAL
Pursuant to subdivision standards of the City of Starkville, Mississippi's Unified Development Code, this document approved by the Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted, and the certificate executed under the authority of the City of Starkville.
8-5-20
[Signature]
[Notary Public Seal]

CERTIFICATE OF RECORDING
This document, Number 5474, filed for record on this the 10th day of Aug., 2020.
[Signature]
[Notary Public Seal]

CHANCERY COURT
Sharon Lunsford, Chancery Clerk
Oktibbeha County, Mississippi

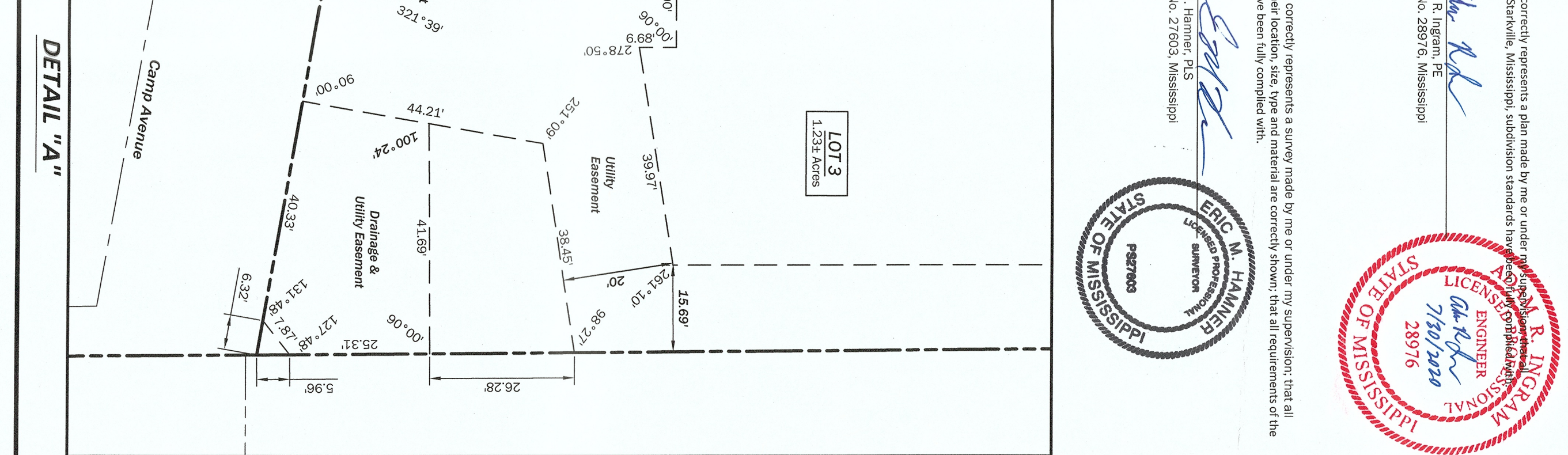
Curvature Data Table

Curve #	Chord Length	Arc Length	Radius	Delta	Tangent
C1	78.02	79.25	129.50	35°03'48"	40.91
C2	70.71	78.54	50.00	90°00'00"	50.00
C3	52.70	57.24	41.00	79°59'24"	34.40

LEGEND

---	BOUNDARY LINE
---	RIGHT-OF-WAY
---	PROPERTY LINE
---	EXISTING LOT LINE
○	IRON PIPE / PIN FOUND
●	CAPED REBAR FOUND
□	CONCRETE MONUMENT FOUND
△	CAPED REBAR SET (CA-2665)
○	POINT NOT MONUMENTED
SECTION	
T	TOWNSHIP
R	RANGE
R.O.W.	RIGHT-OF-WAY
M.B.L.	MINIMUM BUILDING LINE
P.B.	PLAT BOOK
D.B.	DEED BOOK
PAGE	
()	RECORD DIMENSION

- NOTES:**
- Survey Classification: Class B (Urban)
 - All angles and distances for a curve are to their respective chords. All angles are referenced to the back-sight line as established by ground positioning.
 - Horizontal Datum is NAD 83, Mississippi West Zone (feet). Vertical Datum is NAVD83 (feet).
 - All rail are 25' unless otherwise noted.
 - All lots of this plat have an error of closure greater than 1:5000.
 - All known easements and right-of-ways have been reflected on this plat. The location of all easements was confirmed without the benefit of a title search or opinion.
 - No improvements are shown on this plat.
 - Sources of Data: DL 2017, Pg. 9723; DL 2017, Pg. 9725; DL 2017, Pg. 9740
 - Current Zoning: T-4U
 - No portion of this property is currently located in a special flood hazard area. Flood information taken from FEMA Flood Panel 281050188 E, effective February 17, 2010.
 - All parking located within the public right-of-way shall be available to the public and shall not be reserved, metered, or otherwise dedicated for private use without the express permission from the Board of Aldermen.





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

AGENDA ITEM NO:
AGENDA DATE: August 3, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Ferguson for C900 pipe (material only) for Longview Road project in the amount of \$14,875.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE: 3 Quotes Received

Ferguson:	\$14875.00
Southern Pipe:	\$16835.00
G&C Supply Co.:	\$17990.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Ferguson for C900 pipe (material only) for Longview Road project in the amount of \$14,875.00.



FEL NORTHPORT WATERWORKS #2574
9015 ENERGY LANE
IN TUSCALOOSA CITY
NORTHPORT, AL 35476-3454
Phone: 205-339-8188
Fax: 205-339-7757

Deliver To:
From: Chad Collum
Comments:

22:04:13 JUL 27 2021

Page 1 of 1

FERGUSON WATERWORKS #1204

Price Quotation
Phone: 205-339-8188
Fax: 205-339-7757

Bid No: B344530
Bid Date: 07/27/21
Quoted By: CAC

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Cust PO#:

Job Name: 4 DR18

Item	Description	Quantity	Net Price	UM	Total
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	3500	4.250	FT	14875.00
	SUBTOTAL				14875.00

SDR21PM	3 SDR21 CL200 PVC GJ PIPE	3500	2.100	FT	7350.00
	SUBTOTAL				7350.00
Net Total:					\$22225.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$22225.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2574&on=49759>

G & C **SUPPLY CO., Inc.**WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIESP.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731) 662-7193 or (800) 238-3836**QUOTATION**

Order Number	
1867771	
Order Date	Page
7/28/2021 08:09:55	1 of 1

Bill To:STARKVILLE WATER DEPARTMENT
ACCOUNTS PAYABLE
PO BOX 927
STARKVILLE, MS 39760**Ship To:**STARKVILLE WATER DEPARTMENT
403 DR CONNER DRIVE
STARKVILLE, MS 39759

(662) 323-3505

Customer ID: 1943

PO Number			Ship Route	Taker		
			UTLY	JMEALS		
Quantities			Status Key B = Backorder D = Direct C = Canceled P = In Production	Item ID Item Description	Unit Size	Unit Price Extended Price
Ordered	Remaining	Status of Balance				
3,500	3,500			C900-150-4 4 C900 CLASS 150 PVC RR PIPE C900 DR18	FT	5.1400 17,990.00

Total Lines: 1

SUB-TOTAL: 17,990.00**TAX:** 0.00**AMOUNT DUE:** 17,990.00

U.S. Dollars

DUE TO THE UNSTABLE
MARKET AND FLUCTUATING
MANUFACTURING COST, YOUR PRICE
MAY BE SUBJECT TO CHANGE
CALL 1-800-238-3836 TO
CONFIRM PRICE

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		5650048-00
PO Date	PO #	Page #
07/28/21		1

Bill To Starkville Utilities
PO BOX 927
Cust # Attn: Accounts Payable
6102490121 STARKVILLE, MS 39760

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To Starkville Utilities
PO BOX 927
Attn: Accounts Payable
STARKVILLE, MS 39760

Instructions

Currency

Ship Point SOUTHERN PIPE - JACKSON W&S
Via Our Truck

Shipped 10Prox,Net30
Terms

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)

	MUST HAVE SIGNATURE ON PICK-TICKET IN ORDER FOR PAYMENT									

1	PC900DR18S 4" DR18 CLASS 150 C-900 WATER MAIN PIPE	00000	3500		3500	FT	4.81	FT	0.00	16835.00

1 Lines Total Qty Shipped Total 3500 Total 16835.00
Invoice Total 16835.00