

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 7, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 7, 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, Alderman 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 Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Vaughn asked to add the August 3, 2021 minutes to consent. There being no other changes, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Beatty offered a motion, duly seconded by Alderman Rupp, to approve the August 3, 2021 Official Agenda. 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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, SEPTEMBER 7, 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 AUGUST 3, 2021 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE AUGUST 13, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2021 RECESS 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

PRESENTATION AND CONSIDERATION OF THE APPROVAL OF THE MSU STUDENT ASSOCIATION PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022 BUDGET YEAR.

PRESENTATION AND CONSIDERATION OF THE APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) AND THE VISITORS AND CONVENTION COUNCIL (VCC) PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022.

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF SE 21-05: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS FOR THE PROPOSED TRIANGLE CROSSING SHOPPING CENTER LOCATED AT 601 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102F-00-053.00.

PUBLIC HEARING AND CONSIDERATION OF VA 21-08: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS LOCATED AT 211 SOUTH JACKSON STREET, 44 PRIME, IN A T-5D ZONING DISTRICT WITH PARCEL NUMBER 102A-00-015.04.

SECOND PUBLIC HEARING OF THE 2021-2022 BUDGET AND TAX LEVY FOR 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.

B. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL AGREEMENT WITH LOWNDES COUNTY FOR THE RESERVATION OF TWO BEDS IN THE LOWNDES COUNTY JUVENILE DETENTION FACILITY.

- C. CONSIDERATION OF EIGHTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES RELATING TO CITY EMPLOYEES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES, FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE, FOR THE OPERATION OF THE MUNICIPALITY, AND FOR RELATED PURPOSES.
- D. CONSIDERATION OF NEGOTIATING A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.
- E. CONSIDERATION OF SOLICITING PROPOSALS FOR THE CITY OF STARKVILLE FY 2021 AUDIT.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2021-2022 TAX MILLAGE RESOLUTION OF 30.13 FOR THE CITY OF STARKVILLE.
- B. CONSIDERATION OF THE FISCAL YEAR 2021-2022 BUDGET FOR THE CITY OF STARKVILLE.
- C. CONSIDERATION OF AN APPEAL OF THE DENIAL OF THE BUILDING DESIGN PLAN BY THE INDEPENDENT CONSULTANT AS PART OF ARCHITECTURE REVIEW FOR THE PROPOSED TRIANGLE CROSSING SHOPPING CENTER LOCATED AT 601 HIGHWAY 12 WEST.
- D. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON THE ADOPTION OF AN ORDINANCE TO ADDRESS ALLOWING GOLF CARTS OR LOW SPEED VEHICLES TO OPERATE ON CERTAIN PUBLIC CITY STREETS IN ACCORDANCE WITH MS LEGISLATION 2021 SB 2605.
- E. CONSIDERATION OF THE APPROVAL OF THE SKYBRIDGE EASEMENT, MAINTENANCE AND REMOVAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE VISTA-STARKVILLE, LLC.
- F. CONSIDERATION OF MASK MANDATE AT ESSENTIAL BUSINESSES.
- G. DISCUSSION OF ARPA FUNDS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT THE MDOT MULTI-MODAL GRANT MM-0068-1022 TO CONSTRUCT A CORPORATE HANGAR WITH APRON/TAXIWAY IN THE AMOUNT OF \$391,204 AT GEORGE M. BRYAN FIELD WITH A MATCH OF \$209,216.
- 2. REQUEST APPROVAL TO ACCEPT THE CLEARWATER CONSULTANTS WORK AUTHORIZATION REGARDING THE MDOT MM-0068-1022 GRANT.

3. REQUEST APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO SET UP A WEATHER STATION AT GEORGE M. BRYAN FIELD.
4. REQUEST APPROVAL TO PURCHASE A PRE-OWNED SCISSOR LIFT 24-26' FROM UNTIED RENTALS, THE LOWER OF TWO QUOTES, FOR MAINTAINING AIRPORT BUILDINGS IN THE AMOUNT OF \$7,175.00.
5. REQUEST APPROVAL TO ACCEPT THE TERRY STIDHAM CONSTRUCTION AGREEMENT FOR IMPROVEMENTS TO THE AWOS ACCESS ROAD SOUTH OF GRETA LANE ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF NEEL SCHAFER AS THE PREFERRED CONSULTANT TO PROVIDE THE BUILD GRANT CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.
2. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE FY 2021-22 STREET RIGHT-OF-WAY TRIMMING SERVICES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 30, 2021 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST APPROVAL OF THE SOURCE OF SUPPLY BIDS FOR THE STREET AND SANITATION FOR THE PERIOD OF OCTOBER 1, 2021 –SEPTEMBER 30, 2022.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM AWARDED BY U.S. DEPARTMENT OF

TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN A REIMBURSEABLE AMOUNT OF \$5,200, WITH A 20% MATCH BY THE CITY TO BE USED FOR HANDHELD RADIOS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TAYLOR INGRAM AS A DESK ATTENDANT IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE WESLEY HOWELL AS A WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE DRINKING WATER DIVISION.
3. REQUEST AUTHORIZATION TO HIRE JACOB NELSON AS APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JAYLIN DAVIS AND JAMARCUS KING AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MICHAEL MOSLEY AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE ODIE AVERY AS AN ASSISTANT PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE PEYTON POOLE AS ENTRY LEVEL POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE RONALD HANNA AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
9. REQUEST AUTHORIZATION TO HIRE ZACK BOREN AS A ENTRY LEVEL FIREFIGHTER AND IAN GARRARD AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
10. REQUEST APPROVAL OF THE PROMOTION OF CARL GRIFFIN TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
11. REQUEST AUTHORIZATION TO HIRE ANNA HALL AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO DECLARE THE LISTED 2006 JEEP COMMANDER, VIN: 1JBHMY8KV6C248602, AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

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 AVE. BLDG. 27 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 16 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 19 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- d. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 6 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE THE REPLACEMENT FOR ELECTRIC DIVISION BUCKET TRUCK #19 FROM STATE APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$237,270.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NESCO ELECTRICAL DISTRIBUTORS TO PURCHASE 75 FLAME RESISTANT LONG SLEEVE SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,410.25.
3. REQUEST AUTHORIZATION FOR COVINGTON SALES AND SERVICE, INC., THE ONLY AUTHORIZED VAC-CON DEALER FOR THE STATE OF MISSISSIPPI, TO CONDUCT NECESSARY REPAIRS TO THE WATER DIVISION LARGE VACUUM TRUCK #132 IN THE AMOUNT NOT TO EXCEED \$13,000.00.

4. REQUEST AUTHORIZATION TO DECLARE 80 (1,600') STICKS OF 8" SDR-26 GASKET JOINT PVC 1120 AS SURPLUS AND TO AUCTION ON GOVDEALS.
5. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DIVISION UNDERGROUND PULLING MACHINE (VIN: 1T92C14127S268033) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A REPLACEMENT UNDERGROUND PULLING MACHINE FROM STATE APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$134,275.00.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCKS SALES AND SERVICE, LLC FOR A T66 CAMERA TRACTOR AND ADJUSTABLE CAMERA CONNECTION FOR THE WATER DIVISION IN THE AMOUNT OF \$15,120.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 21, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 39:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 3, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE AUGUST 13, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 13, 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 AUGUST 17, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 17, 2021 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 17, 2021 Recess meeting of the Mayor and Board of Aldermen” 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 September 7, 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.

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

7. CONSIDERATION OF SOLICITING PROPOSALS FOR THE CITY OF STARKVILLE FY 2021 AUDIT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of soliciting proposals for the City of Starkville FY 2021 Audit” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE APPROVAL OF THE SKYBRIDGE EASEMENT, MAINTENANCE AND REMOVAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE VISTA-STARKVILLE, LLC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Skybridge Easement, Maintenance and Removal agreement between the City of Starkville and the Vista – Starkville, LLC” is enumerated, this consent item is thereby approved.

(ABOVE SPACE RESERVED FOR RECORDER)

Prepared by and Return to:
Susan E. Rich, Esq.
BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, P.C.
633 Chestnut Street, Suite 1900
Chattanooga, Tennessee 37450

Reviewed for MS compliance:

Indexing Instructions: TO THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI: The real property described herein is located in Section 2, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi

SKYBRIDGE
EASEMENT, MAINTENANCE, REMOVAL AGREEMENT

THIS SKYBRIDGE EASEMENT, MAINTENANCE, AND REMOVAL AGREEMENT ("Agreement") is made as of September 7, 2021 (the "Effective Date") by and between **THE VISTA-STARKVILLE, LLC**, a Delaware limited liability company ("**Vista**") and the **CITY OF STARKVILLE, MS**, a municipal corporation ("**City**"). Each of the foregoing being a "**Party**", individually, and being, collectively, the "**Parties**".

Recitals

WHEREAS, Vista is the fee owner of certain real estate and buildings, known as Building 2000, Building 3000, and Building 4000 (the "**Buildings**"), located on Lots 2, 3, and 4, respectively, of The Vista as shown on the Final Subdivision Plat of The Vista dated July 30, 2020 prepared by TTL surveyors and recorded in Plat Slide 347 A, Misc. Book 2020, page 726, in the real estate records of Oktibbeha County, Mississippi, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Vista Tracts**"); and

WHEREAS, Vista constructed in the summer of 2020, two (2) elevated, overhead pedestrian passageways (the "**Skybridges**") in that certain vertical airspace over Camp Avenue in Starkville, Mississippi (the "**Roadway**") and on portions of the Roadway and of the Vista Tracts, all as more particularly shown in the cross hatched area shown on **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "**Skybridge Zone**"), which Skybridges connect and provide pedestrian access over the Roadway to Building 2000, Building 3000, and Building 4000; and

WHEREAS, the City is the fee owner of the Roadway; and

WHEREAS, the Parties previously entered into a Right-of-Way Encroachment Agreement for Non-Utility Encroachment on City Street July 21, 2020 recorded in Book 2021, Page 5083 in the real estate records of Oktibbeha County, Mississippi (the "**ROW Agreement**"); and

WHEREAS, the Parties desire to further confirm, reaffirm and restate previously granted easements and right-of-way to use the Skybridges and related improvements; and

WHEREAS, Vista and the City desire to memorialize their agreements with respect to the ownership, reciprocal grant of easements, use, maintenance, repair, alteration, and enjoyment of the Skybridges;

NOW THEREFORE, for and in consideration of these premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Vista and the City hereby covenant and agree as follows:

1. **Affirmation as to Construction of the Skybridges.**

(a) In 2017, Vista constructed between Building 2000, Building 3000, and Building 4000 (the "**Benefited Properties**"), the Skybridges and the related supporting and connecting structures and passageways between, over, under, on, and across the Benefited Properties and the Roadway.

(b) The Skybridges, together with all improvements related thereto, and the Skybridge Easement (as hereinafter defined) are and shall be owned solely by Vista and its successors, and assigns, subject to the terms set forth in Paragraphs 2 and 3 hereof.

2. **Easement for Skybridges.**

(a) While the Parties hereto have previously been exercising such rights under the ROW Agreement, the City does hereby reaffirm and hereby grant, bargain, sell and convey to Vista and its successors, assigns, representatives, agents, contractors, mortgagees, lessees, tenants, and employees, a permanent non-exclusive easement on, over, and across the Roadway to which the Skybridges are attached or encroach for the purposes of: (i) pedestrian ingress and egress to and from the Benefited Properties; and (ii) maintaining and supporting the Skybridges connection between the Benefited Properties and repairing, replacing, remodeling and/or reconstructing the same; provided that, in exercising the rights granted in this paragraph, Vista and its successors, assigns, shall not unreasonably interfere with the use of the Roadway (collectively, the "**Skybridge Easement**").

(b) Except as otherwise contemplated by the terms of this Agreement, without the prior written approval of the other Parties hereto, no Party shall erect walls, fences or other obstructions in or about the Skybridges or the Roadway, or any portions thereof, which shall prevent or materially interfere with or unreasonably impair the use, enjoyment or exercise of the rights and privileges, including the easement rights for access and movement of pedestrian traffic between the Buildings, granted hereby.

(c) Tenants or other occupants of the Buildings (other than successors and assigns of the Parties, which may also be tenants or occupants of any such Buildings) shall not acquire any rights in, to, or under any of the easements or rights granted under this Paragraph 2.

3. **Maintenance of Skybridges.**

(a) Vista shall be responsible to maintain, repair and to keep (or cause to be maintained, repaired and kept), the Skybridges in good, clean and structurally sound condition, substantially similar to the condition in which they exist on the Effective Date, all in commercially reasonable manner, so as not to negatively affect in a material manner the public's use of the Roadway or the City's maintenance of the Roadway.

(b) Vista shall reimburse the City for any damage to the Roadway caused by the use or existence of the Skybridges.

4. Indemnity. [See paragraph 22 below.]

5. Casualty to Skybridges (Termination of Skybridge Easement).

(a) In the event either of the Skybridges are damaged by fire or other casualty and Vista determines not to rebuild, Vista shall dismantle and remove the damaged Skybridge, and shall clear the Vista Tracts of all debris and hazardous conditions resulting from such removal so as to leave the Buildings, the Vista Tracts and the Roadway in a clean and sightly condition (collectively, such work shall be hereafter referred to as the "**Approved Condition**"), whereupon the easements granted by the City herein with respect to such Skybridge shall terminate.

(b) In the event the rights conferred hereby are terminated by an act of any governmental agency, or by a change in zoning laws or otherwise which would prohibit the continued use or existence of the Skybridges, Vista shall be obligated to return everything to the Approved Condition, whereupon the easements granted by the City herein with respect to such Skybridge shall terminate.

6. Condemnation of the Skybridges.

(a) In the event of an eminent domain taking of all or any portion of either of the Skybridges rendering such Skybridge unusable, Vista shall have no obligation to reconstruct, restore, or modify the remaining improvements not so taken and the condemnation awards for the Skybridges shall be awarded and paid to Vista, who shall dismantle and remove the damaged Skybridges, and return everything to the Approved Condition. However, if such remaining improvements remain usable for their intended purpose, Vista may elect to repair and restore and/or, within the limits of this Agreement, relocate such improvements; then the easements and rights granted herein shall remain in full force and effect, in which case the proceeds of any condemnation award attributable to such Skybridges shall be applied to the cost of repairing and rebuilding, and any excess funds required to so repair or rebuild shall be paid by Vista. If Vista does not elect to rebuild the Skybridges or the Skybridges are so taken, then the easements and rights with respect to such Skybridge created by this Agreement shall terminate and Vista shall return everything to the Approved Condition.

(b) Nothing herein shall prohibit Vista from appearing in any condemnation proceeding and asserting a claim for damages to the remainder of the property of such owner resulting from the eminent domain taking of all or part of any of the Skybridges, and any award for damages to any such remainder shall belong to the owner of such remainder.

7. Taxes. Any taxes which may be levied or assessed against the Skybridges by any governmental entity having proper authority and jurisdiction shall be paid by Vista. Vista shall have the right to contest the validity or amount of any such tax in the manner provided by law, provided that in no event shall such contest cause a tax lien to be foreclosed on the Skybridges.

8. Covenant Running with the Land. The easements granted herein shall inure to the benefit of, and shall bind the Parties hereto and their respective successors, assigns, tenants, licensees and invitees, and shall constitute a covenant running with the land.

9. Default; Rights upon Default If any Party hereof should default with respect to any obligations hereunder, then any other Party entitled to the benefit of performance of such obligation shall have the right, in addition to other rights and remedies which may be available at law or in equity, after giving to the defaulting Party and any lenders holding a lien against the defaulting Party's tract, twenty (20) days prior written notice, to cure such default and

thereafter the curing Party shall be entitled to reimbursement by the defaulting Party for the reasonable costs and expenses so incurred (including reasonable attorneys fees), plus interest at the highest lawful rate and reasonable collection fees.

10. Headings. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning thereof.

11. Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender in any of this Agreement shall include each other gender where appropriate.

12. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one Party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given on the day actually delivered by hand-delivery, by nationally recognized overnight carrier (e.g., FedEx, UPS, Airborne Express) at the appropriate address(es) set forth below, or mailed; provided, however, if mailed and received before, such notice shall be deemed given on the third (3rd) business day after it is enclosed in an envelope, addressed to the Party to be notified at the address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States mail sent by certified mail, return receipt requested. Until amended in the manner as contemplated hereby, notices under this Agreement to the Parties shall be delivered to the following addresses:

If to Vista: 5690 Watermelon Road, Suite 400
Northport, AL 35473
Attn : H. Jackson Wallace

With Copy to: Linda J. Peacock
Baker Donelson
420 20th Street North, Suite 1400
Birmingham, AL 35203

If to City: City of Starkville
110 West Main St. - Starkville, MS 39759
Attn : Lesa Hardin

With Copy to: City of Starkville
110 West Main St. - Starkville, MS 39759
Attn : Lynn Spruill

13. Survival. All covenants, agreements, undertakings, representations, and warranties made in any of this Agreement shall survive.

14. Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Mississippi, and the laws of such state and of the United States of America shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement, and interpretation of this Agreement.

15. Invalid Provisions. If any provision of any of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect from time to time, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a Party hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the

illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable and reasonably acceptable to the Parties.

16. Entirety and Amendments. This instrument embodies the entire agreement between the Parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by each Party hereto, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

17. Superior to Liens. This Agreement and the easement contained herein shall at all times be superior to any mortgage liens against the Vista Tracts and the Roadway, and no subordination of this Agreement or the easements contained herein by either Party shall be valid without the written approval of the other Party. Each Party covenants and agrees to obtain the consent and approval of all mortgagees with which such Party is a Party to any security agreement as pertains to the Vista Tracts and the Roadway thereby indicating said mortgagees' (a) full and unconditional consent to and acknowledgement, confirmation, adoption and approval of the provisions of this Agreement, including the easements granted hereby, and (b) the full and unconditional agreement to expressly subordinate any and all prior liens and security interests created by any such mortgages predating the date of this Agreement and to the terms and conditions of this Agreement, including the easements provided for hereby. The foregoing approval and express subordination provision shall bind said mortgagees, their legal representatives, successors and assigns and shall be covenants running with the Vista Tracts for so long as this Agreement, including the easements contemplated and granted hereby, shall exist.

18. Not a Public Dedication. Nothing herein contained shall be deemed to be gift or dedication of any portion of the Skybridges to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Parties hereto, and their successors and assigns.

19. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of such counterparts shall be deemed an original for all purposes and all of such counterparts shall constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Recordation. This Agreement shall be recorded in the real estate records of Oktibbeha County, Mississippi.

21. Term. Except as otherwise provided herein, this Agreement shall not be terminable without the express written consent of each of the Parties hereto. The Party terminating this Agreement may do so only by (i) filing a notice of such termination in the real estate records of Oktibbeha County, Mississippi, and (ii) removing and dismantling the Skybridges and replacing and repairing the other Party's property to the Approved Condition.

22. ROW Agreement. This Agreement shall not replace the ROW Agreement but to the extent there are conflicts between the ROW Agreement and this Agreement, this Agreement shall control. The following provisions of the ROW Agreement are specifically reincorporated into this Agreement at the request of the City:

That Vista binds and obligates itself to install and maintain the Encroaching Improvements in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof, and to reimburse the City for the reasonable cost incurred for any repairs or maintenance to its street and structures necessary due to the installation and existence of the Encroaching Improvements.

That Vista agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the City Engineer of the City.

That Vista hereby agrees to indemnify and hold harmless the City from all damages and claims for damage that may arise by reason of the installation and maintenance of the Encroaching Improvements.

That Vista agrees to restore all areas disturbed during installation and maintenance of the Encroaching Improvements to the reasonable satisfaction of the City Engineer of the City. Vista agrees to exercise reasonable precautions during construction and maintenance of the Encroaching Improvements to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, Vista agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the reasonable satisfaction of the City Engineer of the City.

Vista agrees to have available at the encroaching site, at all times during construction, a copy of this Agreement showing evidence of approval by the City. The City reserves the right to stop all work unless evidence of approval can be shown.

That in the case of noncompliance with the terms of this Agreement by Vista, the City reserves the right to stop all work until the Encroaching Improvements have been brought into compliance.

This Agreement shall run with the land and be binding upon and inure to the benefit of Vista and its successors and assigns as the owner of the Vista property, and the City and its successors and assigns. There are no intended third party beneficiaries of this Agreement.

23. Further Assurances. Each Party agrees to cooperate with the other Party in executing any additional documents or agreements reasonably necessary or desired by such Party to carry out the covenants contained in this Agreement and the intent of the Parties in connection with this Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Skybridge Easement, Maintenance and Removal Agreement as of the date first above written.

THE VISTA-STARKVILLE, LLC, a Delaware limited liability company

By: IMS Development II, LLC, Its Manager

By: _____

Printed Name: H. Jackson Wallace

Title: President and Chief Operating Officer

CITY OF STARKVILLE, MS, a municipal corporation

By: [Signature]
Printed: D. L. Pruitt
Its: Mayor



ATTEST:

By: [Signature]
Printed: Lesa Hardin
Its: City Clerk

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

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 H. Jackson Wallace, who acknowledged to me that he is the President and Chief Operating Officer of IMS Development II, LLC, which is the Manager of THE VISTA-STARKVILLE, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

WITNESS my hand and seal, at Office, as of the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

[Notary Seal]

STATE OF MISSISSIPPI)
COUNTY OF OKTIBBEHA)

BEFORE ME, the undersigned, a Notary Public of said County and State, personally appeared Lynn Spruill and Lesia Hurdin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Clerk, respectively, of the **CITY OF STARKVILLE, MS**, a municipal corporation (the "City"), and that they as such officers, executed the foregoing instrument for the purposes therein contained, by signing the name of the City as such officers.

WITNESS my hand and seal, at Office, as of the 10 day of September, 2021.

Jerald Lyle McCaskey
Notary Public



My Commission Expires: Oct 12, 2024

[Notary Seal]

EXHIBIT "A"

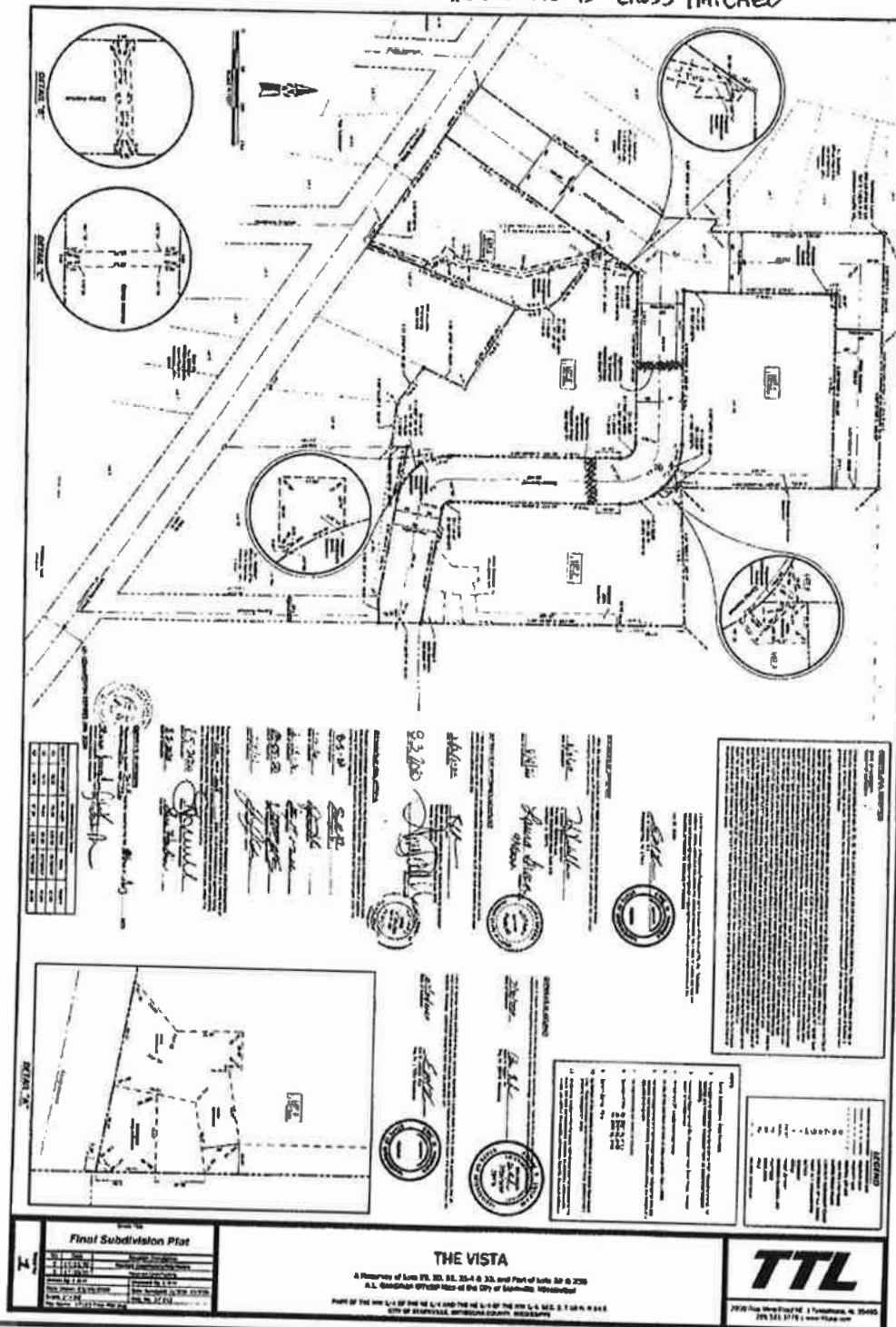
Legal Description of Land owned by Vista

Lots 2, 3 and 4, according to the Final Subdivision Plat of The Vista, being A Resurvey of Lots 29, 30, 31, 31-A & 33, and Part of Lots 32 & 35B A.L. Goodman Official Map of the City of Starkville, as recorded in Plat Book 2020, Page 726, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi

EXHIBIT "B"

Skybridge Zone (See Next Page)

EXHIBIT "B" SKYBRIDGE ZONE IS CROSS-HATCHED



CONSENT AND SUBORDINATION

The undersigned, _____ ("Lender"), being the holder of a Deed of Trust, Security Agreement, Assignment of Leases and Rents dated as of _____, 2021, and recorded in the real estate records of Oktibbeha County, Mississippi in Book _____, at Page _____ (such mortgage and assignment of rents, as previously or hereafter amended, renewed, extended or continued from time to time is herein called the "**Mortgage**"), hereby consents to the foregoing Skybridge Maintenance, Removal and Easement Agreement ("**Skybridge Agreement**") and agrees that the Mortgage shall be subject and subordinate in all respects to the foregoing Skybridge Agreement. In the event of any foreclosure or acquisition of title to property described in the Mortgage or any portion thereof by Lender or any successor-in-interest to Lender, the foregoing Skybridge Agreement shall not be disturbed and shall remain in full force and effect, and Lender and its successors-in-interest will abide and be bound by the foregoing Skybridge Agreement and all of the terms and conditions thereof.

Dated as of this ____ day of _____, 2021.

SYNOVUS BANK

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a _____ of SYNOVUS BANK, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself/ herself as such officer.

Witness my hand and seal at office this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

(Notary Seal)

9. CONSIDERATION TO ACCEPT THE MDOT MULTI-MODAL GRANT MM-0068-1022 TO CONSTRUCT A CORPORATE HANGAR WITH APRON/TAXIWAY IN THE AMOUNT OF \$391,204 AT GEORGE M. BRYAN FIELD WITH A MATCH OF \$209,216.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the MDOT Multi-Modal Grant MM-0068-1022 to construct a corporate hangar with apron/taxiway in the amount of \$391,204 at George M. Bryan Field with a city match of \$209,216” is enumerated, this consent item is thereby approved.

The grant award follows this page.

10. CONSIDERATION TO ACCEPT THE CLEARWATER CONSULTANTS WORK AUTHORIZATION REGARDING THE MDOT MM-0068-1022 GRANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the Clearwater Consultants Work Authorization Regarding the MDOT MM-0068-1022 Grant” is enumerated, this consent item is thereby approved.

Work Authorization follows the grant award.

11. CONSIDERATION TO ENTER INTO A LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO SET UP A WEATHER STATION AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a license agreement with the National Oceanic and Atmospheric Administration Office of Atmospheric Research that will allow NOAA contractors access to a selected area of airport property to set up a weather station at George M. Bryan Field” is enumerated, this consent item is thereby approved.

NOAA License Agreement follows the Clearwater Work Authorization.

12. CONSIDERATION TO PURCHASE A PRE-OWNED SCISSOR LIFT 24-26’ FROM UNITED RENTALS, THE LOWER OF TWO QUOTES, FOR MAINTAINING AIRPORT BUILDINGS IN THE AMOUNT OF \$7,175.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a Pre-Owned Scissor Lift 24-26’ to be paid with FAA 2020 CARES Act funds, from United Rentals, the lower quote, for maintaining airport buildings in the amount of \$7,175.00” is enumerated, this consent item is thereby approved.

Two Quotes: United Rentals - \$7,175.00 and United \$7,500.00

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

August 24, 2021

Mr. Rodney Lincoln
Starkville-Oktibbeha County Airport
P. O. Box 1424
Starkville, MS 39760

Re: Multi-Modal Airport Project No. MM-0068-1022 Agreement

Dear Mr. Lincoln,

This letter is to inform you that your project was selected by the Airport Multimodal Committee for an award of \$391,204. Enclosed for signatures are three originals of the referenced Multi-Modal agreement. Please have each document signed, dated and attested by the appropriate project representatives. The three documents, along with the completed **E-Verify form**, are to be returned by **September 15, 2021** for execution by our Executive Director. One fully executed original will be returned for your records along with the formal notice to proceed.

Please note that all work accomplished, equipment procured, consultant contracts or other expenditures pursuant to this award must meet all applicable state procurement regulations in addition to meeting the requirements of the terms and conditions of this agreement.

Once the notice to proceed is issued, the following (as applicable) will be required for our review and approval prior to any payment of state funds:

- Plans, specifications and contract documents
- Engineering, consultant, etc. agreements
- Tabulation of bids, if applicable

You are reminded that the project must be completed within 24 months of MDOT's execution date of this agreement.

If you have any questions, please contact me at (601) 359-7025 or by email at ccarr@mdot.ms.gov.

Sincerely,

Charles R. Carr
Director, Office of Intermodal Planning

Enclosure

cc: Director - Office of Intermodal Planning (60-01)

**MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. MM-0068-1022
George M. Bryan Field**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Starkville** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Construct corporate hangar (with apron/taxiway)

Amount: **\$391,204.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Airport MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.
- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts

for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

- C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.
- E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.
- G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real and/or personal property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROPERTY") that is purchased in whole or in part with funds provided by this AGREEMENT.
- H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said PROPERTY.
- I. The RECIPIENT will dispose of all PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.
- J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to \$391,204.00 as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

- A. Title to PROJECT PROPERTY shall be in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such PROPERTY shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.
- B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable

to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

- E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT, any PROPERTY is not used in this manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.
- B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said PROPERTY to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such PROPERTY, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION;

nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROPERTY.

SECTION VI Records and Maintenance of Project Property

For the duration of the PROJECT, the RECIPIENT shall maintain the PROJECT PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT property shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

- A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.
 - (1) If PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations.
 - (2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars (\$5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on

the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION.

- (3) If the PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support the transportation PROJECT approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.
- B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.
- C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the

PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

Non-governmental RECIPIENTS' obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or

was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate this AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of this AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination of Agreement by the Commission

The COMMISSION shall have the absolute right to terminate this AGREEMENT at any time without notice to the RECIPIENT, on the occurrence of any of the following occurrences, which shall constitute a material breach of this AGREEMENT:

- A. failure to perform any of the scheduled duties as set out herein;
- B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;
- C. discontinuing the prosecution of the work;
- D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;
- E. unnecessary delay in completing the duties under this AGREEMENT;
- F. violation by the Recipient of any law of the State of Mississippi or any law of the United States of America;
- G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
- H. allowing a final judgement to stand unsatisfied;
- I. making an assignment of the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this AGREEMENT;
- K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the COMMISSION for terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Aeronautics
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:

Mr. Rodney Lincoln
Starkville-Oktibbeha County Airport
P. O. Box 1424
Starkville, MS 39760
Telephone: (662) 325-3274
Facsimile: (662)325-3864

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

THIS SPACE LEFT BLANK INTENTIONALLY

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the 7th day of Sept., 2021.

Attest: Lesa Hardin City Clerk By: [Signature]
Signature Title City of Starkville
Recipient
Signature

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH ITS DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Jeffrey C. Altman, Acting Executive Director

MTC Award: Book _____, Page No. _____

Airport Attachment "A"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0068-1022**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Starkville** for the purpose of setting forth the project description, projected completion date, project milestones, and applicable special provisions.

PROJECT DESCRIPTION: Construction of a 70' x 60' x 20' (with 18' clear opening) hangar for a corporate jet based at George M. Bryan Field. Includes apron area and taxiway.

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this PROJECT, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail:

- A. The RECIPIENT shall be responsible for following all applicable regulations of the Federal and State regulations in the administration of the PROJECT.
- B. The RECIPIENT shall carry out and complete the PROJECT by the date set forth above in accordance with the approved plans and specifications and/or contracts for the PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.
- C. The RECIPIENT will provide the Commission with a schedule of actions for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner will be the basis for the COMMISSION withdrawing the funds.
- D. The RECIPIENT will accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.
- E. The RECIPIENT will insure that all development accomplished in the PROJECT will meet Federal Aviation Administration or other Federal, State, or local standards and requirements, as applicable.
- F. The RECIPIENT agrees to expend an amount equal to or greater than one percent (1%) of the final eligible PROJECT costs.
- G. If the RECIPIENT alters the PROJECT in any manner so as to make it ineligible for Federal matching funds, then said RECIPIENT shall bear all such ineligible costs.
- H. Reimbursements for PROJECT payments made pursuant to this AGREEMENT shall be made for eligible costs documented by invoices in accordance with Section IX of the AGREEMENT of which this is a part. Final payment will be

made after review and acceptance of the completed PROJECT by the Commission.

- I. The RECIPIENT hereby agrees to operate and maintain in a safe and serviceable condition the Airport and all facilities thereon, or connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity which would interfere with its use for airport purposes.

Airport Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0068-1022**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Starkville** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT's property and equipment, as well as public liability insurance. The COMMISSION shall be named as loss payee for property and equipment purchased with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement. Governmental RECIPIENTS must provide evidence of the aforesaid insurance coverage or a Certificate of Coverage under the Mississippi Tort Claims Act as set forth in Chapter 46, title 11, Mississippi Code 1972, as amended.

All insurance herein specified shall be carried until the work performed under this AGREEMENT is satisfactorily completed.

Airport Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

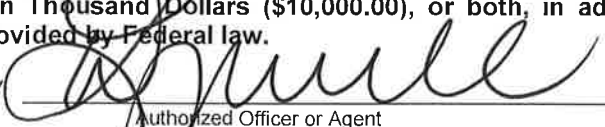
George M. Bryan Field

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY 

Authorized Officer or Agent

9-7-2021

Date

Lynn Spruill

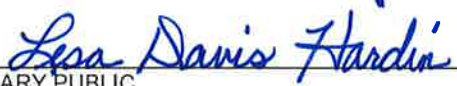
Printed Name of Authorized Officer or Agent of Recipient

Mayor

Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the 7th day of Sept., 2021.





NOTARY PUBLIC

My Commission Expires: Aug. 8, 2021

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

EXHIBIT A
CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 21-01
2022 MDOT Project

Project Identification No. MM-0068-1022

Date: September 8, 2021

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated September 19, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2022 MDOT Project which shall be comprised of a corporate hangar, taxiway, apron and related improvements. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will extend 30 days beyond final completion of the project.

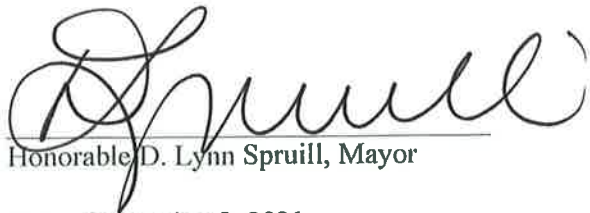
Compensation

- | | |
|--|-----------|
| 1. Basic Services: | |
| (a) Project Development & Administrative | \$ 3,500 |
| (b) Design, Preparation of Construction Documents and Bidding | \$ 44,900 |
| (c) Construction Engineering and Administration | \$ 19,200 |
| 2. Special Services: Budget for Special Services is as follows | |
| (a) Construction Q/A Testing & Related | \$ 2,000 |
| (b) Surveys | \$ 800 |

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit "C".

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville

A handwritten signature in black ink, appearing to read "D. Spruill", written over a horizontal line.

Honorable D. Lynn Spruill, Mayor

Date: September 8, 2021

Clearwater Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Carey Hardin", written over a horizontal line.

Carey Hardin, P.E., President

Date: September 8, 2021

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 21-01

2022 MDOT Project

PROJECT DESCRIPTION:

The OWNER intends to construct an eight unit Tee-Hangar and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.
6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- 2012 International Building Code

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals and permits.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. If necessary, prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- F. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- G. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

- H. Extra Work Required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- I. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- J. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

Clearwater Consultants, Inc.
Rate Schedule - 2021

Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 125.00/Hour
CAD Draftsman	\$ 95.00/Hour
Field Technician III (RPR)	\$ 95.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
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<i>Other Direct Expenses</i>	Actual Cost + 15%
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LICENSE AGREEMENT # TBD
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (LICENSEE), and The City of Starkville (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating, and maintaining an observing platform consisting of a 915 MHz wind profiler system, RASS system, Radiometer, Basic RadFlux system and a 10-foot Meteorological station tripod, consisting of a wind anemometer, temperature/relative humidity sensor, pressure sensor, tipping bucket rain gauge and a data logger. The property affected is the Starkville Airport, located at 120 Airport Rd, Starkville, MS 39759, Latitude 33.430710° N. and Longitude 88.845721° W. (referred to below as "the premises"). By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee, including but not limited to NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the 915 MHz wind profiler system, RASS system, Radiometer, Basic RadFlux system and 10-foot Meteorological station tripod, consisting of a temperature/relative humidity sensor, tipping bucket rain gauge and a data logger in a LICENSOR approved area, and utility and telecommunication lines from the premises. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises. Any costs for removal pursuant to this paragraph shall be borne by LICENSEE. Alternatively, the LICENSEE and the LICENSOR may agree that title to all the improvements on said premises shall become the property of the LICENSOR, in full satisfaction of any obligation to restore the property recited elsewhere in this agreement.

LICENSE AGREEMENT # TBD
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

5. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of NOAA and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.
6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.
7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.
8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 2 years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other.

LICENSE AGREEMENT # TBD
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

9. The Points of Contact (POC) for this Agreement are:

A. Name of LICENSEE POC: Thomas Ayers

Email: Thomas.ayers@noaa.gov

Address: NOAA/OAR/PSD
325 Broadway, R/PSD
Boulder, CO 80305-3328

Telephone Number: (303) 497-6012

B. Name of NOAA Real Property POC: Lori Torres

Email: Lori.L.Torres@noaa.gov

Address: NOAA/OCAO/RPMD Western Region
7600 Sand Point Way NE, Bld. 1
Seattle, WA 98115-6349

Telephone Number: (206) 526-6381

C. Name of LICENSOR POC: TBD

Email:

Address:

Telephone Number:

LICENSE AGREEMENT # TBD
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION:

FOR THE CITY OF STARKVILLE:

THOMAS AYERS, Electronic Engineer
Office of Atmospheric Research, ESRL, PSD

(Name & Title Here)

DATE

DATE

13. CONSIDERATION TO ACCEPT THE TERRY STIDHAM CONSTRUCTION AGREEMENT FOR IMPROVEMENTS TO THE AWOS ACCESS ROAD SOUTH OF GRETA LANE ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the Terry Stidham Construction Agreement for Improvements to the AWOS access road south of Greta Lane on George M. Bryan Field” is enumerated, this consent item is thereby approved.

The Agreement follows this page.

14. CONSIDERATION OF APPROVAL OF NEEL SCHAFER AS THE PREFERRED CONSULTANT TO PROVIDE THE BUILD GRANT CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Neel Schaffer as the preferred consultant to provide the BUILD Grant Construction Engineering and Inspection services and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures and the Local Public Agencies (LPA) guidelines as outlined by the Mississippi Department of Transportation” is enumerated, this consent item is thereby approved.

A copy of each proposal and the full scoresheets are available for viewing in the City Clerk’s office.

Proposal Component	Combined Available Points	Combined Garver Score	Combined Neel Schaffer Score
Qualification of the CONSULTANT’s Project Manager	120	104	111
Qualification of the CONSULTANT’s Project Inspector	120	111	103
Experience of the CONSULTANT (and any sub-consultants) with similar work completed during the past five years	60	46	53
Technical and organizational approach to accomplishing the services listed (Soundness of work plan)	60	56	48
Proximity to the project location	40	28	32
	Total	345	347

15. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE FY 2021-22 STREET RIGHT-OF-WAY TRIMMING SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the advertisement for proposals for the FY 2021-22 Street right-of-way trimming services” is enumerated, this consent item is thereby approved.

(NOTE TO BIDDER: The BIDDER is warned not to fill in any of the following spaces. This Contract, if awarded, will be made out under the direction of the OWNER's Attorney.)

AGREEMENT

FOR THE CONSTRUCTION OF AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) ACCESS ROAD IMPROVEMENTS FOR GEORGE M. BRYAN FIELD

**STARKVILLE, MISSISSIPPI
PROJECT NO. 3-28-0068-022-2020
AGREEMENT**

THIS AGREEMENT, made and executed at the **Starkville City Hall, Starkville, Mississippi** this day of September 7, 2021, by and between the CITY OF STARKVILLE, situated in the State of Mississippi, hereinafter called the "OWNER" and Terry Stidham Construction doing business as Terry Stidham Construction with principal office at 4760 Lagrange Road Mathiston, Mississippi 39752, hereinafter called the "CONTRACTOR".

WITNESSETH, that OWNER and CONTRACTOR for and in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1 The furnishing of all necessary materials, labor, superintendence, tools, and appliances for the construction, testing and placing in operation:

2. ENGINEER

2.1 CLEARWATER CONSULTANTS, INC., hereinafter called the ENGINEER, will assume the duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

3.1 Contract Time

3.1.1 The total equipment replacement and construction work designated in the Project Drawings shall be completed and ready for acceptance in accordance with Section 90 of the General Provisions within one hundred sixty (160) calendar days after the date when contract time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Project Work is not completed within the time specified in Paragraph 3.1.1 above, plus any extensions thereof allowed in accordance with Section 80 of the General provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Base Bid Work and Project Work are not Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the following stipulated amounts for each calendar day completion of the project and/or each project task is delayed beyond the allowable times specified below:

Overall Project

(160 Calendar Days Allowed) \$200/Calendar Day

3.3 CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in paragraph 3.2 above, the CONTRACTOR will pay to the OWNER the costs to the OWNER for any inspector or inspectors necessarily employed by the OWNER on the WORK and any sums paid by the OWNER to the ENGINEER for any observation of construction and project representative services performed by the ENGINEER for the number of days in excess of the number of days allowed for Completion of the Work, and for overtime work.

3.4 Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract, from and after the date on which a fully executed and approved counterpart hereof is delivered to the CONTRACTOR and shall remain and continue in full force and effect until after the expiration of the guarantee period and the CONTRACTOR and his Sureties are finally released by the OWNER.

4. CONTRACT PRICE

4.1 OWNER is to pay and the CONTRACTOR is to receive the Prices Bid in the BID herein contained or hereto annexed, as full compensation for furnishing all materials and labor in building, construction and testing, and in all respects completing the herein described Work and appurtenances in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.

5. PAYMENT PROCEDURES

5.1 Applications: CONTRACTOR shall submit Applications for Payment in accordance with Section 80 of the General Provisions. Applications for Payment will be processed by ENGINEER as provided in the General provisions.

5.1.1 No Application shall be submitted and no payment will be made when the amount due the CONTRACTOR since the last Application for Payment is less than \$500.00. CONTRACTOR shall withhold his application until the next date set for filing of application that the amount due equals or exceeds \$500.00.

5.1.2 CONTRACTOR shall submit Applications for Payment for ENGINEER's review no later than the 20th of the month.

5.2 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Application for Payments as recommended by ENGINEER after OWNER receives the federal share of the Application for Payment currently being processed from the Federal Aviation Administration: this will generally be 30 days after the Application for Payment has been approved by OWNER:

5.2.1 Payments will be in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered, suitably stored, and OWNER's title established, less in each case the aggregate of payments previously made.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance Section 90, Subsection 90.09 of the General Provisions, OWNER will pay the remainder of the Contract Price due the CONTRACTOR as recommended by ENGINEER, less any amounts payable by the CONTRACTOR to OWNER pursuant to paragraphs 3.2 and 3.3 of this agreement.

6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has examined the site and locality and has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in preparation of the Drawings and Specifications and which have been identified in the General Provisions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7. CONTRACT DOCUMENTS

The Contract Documents, prepared by Clearwater Consultants, Inc., which comprise the entire agreement between OWNER and CONTRACTOR are attached hereto and made part hereof and consist of the following:

- 7.1 This Agreement (pages A1 to A7, inclusive)
- 7.2 Performance and Payment Bonds (pages PB-1 to PB-9, inclusive)
- 7.3 Certificate of OWNER's Attorney (page CA-1)
- 7.4 General Provisions (Section 10 through Section 90, inclusive) and the Special Provisions
- 7.5 Specifications as listed in the Table of Contents of the Project Manual
- 7.6 Drawings, with each sheet bearing the following general title:

**AUTOMATED WEATHER OBSERVING SYSTEM (AWOS)
ACCESS ROAD IMPROVEMENTS**

- 7.7 Addenda (numbers 1 to 1, inclusive)

7.8 CONTRACTOR's BID

7.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.

7.10 Any modification, including Change Orders and/or Supplemental Agreements, duly delivered after execution of Agreement.

7.11 Certificate of Insurance. There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed in accordance with the methods and procedures of the General Provisions.

8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions of the Construction Contract shall have the meanings indicated in the General Provisions.

8.2 No assignment by a party hereto of any rights under the interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assignors and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 The OWNER shall not be liable to the CONTRACTOR for any neglect, default, delay or interference of any other Contractor, nor shall any such neglect, default, delay or interference of any other contract, or alteration which may be required in said Work, release the CONTRACTOR from the obligation to finish the said Work within the time aforesaid or from the damage to be paid in default thereof.

8.5 The words "Contract" and "Agreement" as used in the Contract Documents for this Project shall be considered as identically defined and shall have the same intent and meaning.

**BUY AMERICAN – STEEL AND MANUFACTURED
PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)**

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of components. This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in 5 counterparts, each of which shall be deemed an original on the day and year first above written.

OWNER

CITY OF STARKVILLE

By [Signature]
(Signature)
Name D. Lynn Spruill
(Please Type or Print)

Title Mayor, City of Starkville, MS



ATTEST:

(SEAL)

[Signature]
(Signature)

Name Lesa Hardin
(Please Type or Print)

Title City Clerk, City of Starkville, MS

CONTRACTOR

Terry Stidham Construction

By _____
(Signature)

Name _____
(Please Type or Print)

Title _____

4760 Lagrange Road
(Address)

Mathiston, Mississippi 39752

ATTEST: (SEAL)

(Signature)

Name (Please Type or Print)

Title

NOTE: Secretary of the OWNER should attest. If OWNER is a public body, attach resolution of other document authorizing execution of Agreement. If CONTRACTOR is a corporation, Secretary should attest. If CONTRACTOR is a partnership, all partners shall sign.

(ACKNOWLEDGEMENT OF OWNER)

STATE OF Mississippi

COUNTY OF Webster

On this 7th day of September, 2021, before me personally came and appeared Lynn Spruill to me known, who being by me duly sworn, did repose and say that he is the Mayer of the City of Starkville described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

Lesa Davis Hardin
(Notary Public)



My Commission Expires: August 8, 2021

(ACKNOWLEDGEMENT OF CLERK)

STATE OF Mississippi

COUNTY OF ~~Mississippi~~ Oktibbeha

On this 7th day of September, 2021, before me personally came and appeared Lesa Hardin to me known, who being by me duly sworn, did repose and say that he is the City Clerk of the City of Starkville described in and which executed the foregoing instrument; that he knows the seal of said Lesa Hardin

___; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it hereto and attested the same over his signature by virtue of the authority in him vested.


(Notary Public)

(SEAL)



My Commission Expires: Oct, 12, 2024.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

(Notary Public)

My Commission Expires: _____, 20__

All members shall execute a similar acknowledgement.

16. CONSIDERATION OF APPROVAL OF THE SOURCE OF SUPPLY BIDS FOR THE STREET AND SANITATION FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best bids received for October 1, 2021 – September 30, 2021 source of supply listing for the Starkville General City” is enumerated, this consent item is thereby approved. A list of the approved source of supply follows this page.

17. CONSIDERATION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN A REIMBURSABLE AMOUNT OF \$5,200, WITH A 20% MATCH BY THE CITY TO BE USED FOR HANDHELD RADIOS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to apply for a Hazardous Materials Emergency Preparedness Grant Program awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in a reimbursable amount of \$5,200, with a 20% match by the City to be used for handheld radios” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO HIRE TAYLOR INGRAM AS A DESK ATTENDANT IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Taylor Ingram as a Desk Attendant in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO HIRE WESLEY HOWELL AS A WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE DRINKING WATER DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Wesley Howell as a Water Treatment Operator in the Starkville Utilities Department under the Drinking Water Division” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF AUTHORIZATION TO HIRE JACOB NELSON AS APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Nelson as Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF AUTHORIZATION TO HIRE JAYLIN DAVIS AND JAMARCUS KING AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jaylin Davis and Jamarcus King as Maintenance Workers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotlight, must meet all applicable State and Federal Highway Specifications

	Custom Products Corp.	<u>Vulcan</u>			
12" x 6"	7.84	4.90			
12" x 18"	19.61	10.45			
12" x 36"	31.46	17.37			
18" x 18"	26.71	15.85			
18" x 24"	31.46	17.37			
24" x 24"	38.21	23.16			
24" x 30"	50.62	28.95			
30" x 30"	57.98	36.19			
36" x 36"	83.08	52.11			
48" x 24"	72.82	46.32			
48" x 48"	139.41	92.64			
24" x 24" stop sign	39.83	21.69			
30" x 30" stop sign	56.62	33.87			
36" x 36" stop sign	83.08	48.80			
30" yield	32.66	19.79			
36" yield	42.25	27.49			

Section 2: Street Sign Blanks (Aluminum, No Holes)	Nunley Trucking	<u>Vulcan</u>			
6x18x0.080	5.84	3.08			
6x24x0.080	7.49	4.09			
6x30x0.080	9.36	5.14			
6x36x0.080	10.11	6.14			
6x48x0.080	13.23	8.97			
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	Nunley Trucking	<u>Vulcan</u>			
24"x24" Stop Sign	26.92	6.76			
30"x30" Stop Sign	32.56	10.56			
36"x36" Stop Sign	47.21	15.21			
30" Yield	21.31	5.37			
36" Yield	27.87	7.44			
Section 4: Sheet Vinyl		<u>Vulcan</u>			
6" roll x 50yd white eng grade		118.59			
6"roll x 50 yd black sheet vinly with application tape on front		294.53			

Section 5: Assorted U-Channel Posts:		Vulcan			
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot		16.80			
8 foot		19.20			
9 foot		21.60			
10 foot		24.00			
12 foot		28.80			
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot		13.86			
8 foot		15.84			
9 foot		17.82			
10 foot		19.80			
12 foot		23.76			
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12					
10 foot					
12 foot					

U-Channel Galvanized	Posts: Steel					
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(2lbs/ft), painted green, ordered in lots of 12					
10 foot					
12 foot					
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					
Section 7: Street name posts: tubular, galvanized		<u>Vulcan</u>			
2-3/8"x11"		51.18			
2-3/8" O.D. pipe caps		6.55			
90 degree cross plates (Vulcan signs VSS-2 or equivalent)		8.75			
Vulcan signs VSS-2 or equivalen					
Section 8: fill material, Delivered			RONNIE JONES CONSTR.	Crossway Trucking	Century Construction
Clay gravel					
Ton/Cu yard			N/A/19.00	28.50/N/A	
Washed gravel					
Ton/Cu yard			24.00/N/A	31.50/N/A	
Pea gravel					

Ton/Cu yard			23.00/N/A	31.50/N/A	
Road gravel					
Ton/Cu yard			23.00/N/A		
Fill soil					
Ton/Cu yard			N/A/25.00		
Top soil					
Ton/Cu yard			N/A/30.00		
Fill dirt (select)					
Ton/Cu yard			N/A/18.50		
River sand					
Ton/Cu yard			N/A/19.00		
MDOT Class C Bedding Material					
Ton					
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard			37.00/N/A	35.25/N/A	35.15/N/A
Crushed Limestone #6					
Ton/Cu yard			37.00/N/A	33.00/N/A	35.15/N/A
Crushed Limestone #7					
Ton/Cu yard			37.00/N/A	34.00/N/A	36.91/N/A
Crushed Limestone #9					
Ton/Cu yard			45.00/N/A	33.50/N/A	31.30/N/A
Crushed Limestone #57					

Ton/Cu yard			37.00/N/A	33.65/N/A	33.79/N/A
Crushed Limestone #89					
Ton/Cu yard			39.00/N/A	36.50/N/A	36.44/N/A

Crushed Limestone #610					
Ton/Cu yard			35.00/N/A	31.75/N/A	32.10/N/A
Rip Rap-size 100 lb					
Ton/Cu yard			44.00/N/A	36.50/N/A	37.00/N/A
Rip Rap-size 200 lb					
Ton/Cu yard			44.00/N/A	36.50/N/A	37.00/N/A
Crushed Concrete (#610 gradation)					
Ton/Cu yard					
Section 9: concrete, delivered					
2500 psi (4 ½) bag					
Cu yard					
3000 psi (5 bag)					
2500 psi (4 ½) bag w/ fiber reinf)					
Cu yard					
3000 psi (5bag with fiber reinf)					
2500 psi (4 1/2) bag with fiber Reinf)					
300 psi (5 bag with fiber reinf)					
Section 10: black base, at which time it will	Hot mix F.O.B. Asphalt be re-negotiated or	Plant. Asphalt re-bid.	Bid price	To be good	For 3 months
Grade 1_____ Ton					
Section 11: Surface months at which time	Course, hot mix F.O.B it will be re-negotiated	Asphalt Plant or	Asphalt Bid re-bid	Price to	Good for 3

Ton					
Section 12: Binder good for 3 months	Course, hot mix F.O.B it will be re-negotiated	Asphalt or re-bid	Plant,	Asphalt bid	Price to be
Grade 1_____ Ton					
Section 13: Cold mix F.O.B asphalt plant					
Plant Mix _____ ton UPM mix					
_____ Ton					
Section 14: Emulsified price to be good for 3	Asphalt, F.O.B Asphalt months at which time	Plant/ it will be	Distribution renegotiated	Point or re-bid	Asphalt bid
gal					
Section 15: Mosquito Control Chemicals (must be labeled for mosquito spray use)	<u>Adapco</u>				
Approved manufactures (adulticides)					
1. bayer permanone RTU.. gal	28.00 52.00				
Scourge 4+12 gal					
2. Clarke/ anvil 2+2 gal					
Mosquitomist one gal					
Approved manufactures (larvicides)					
1.wellmark (altoside) 30 day briquettes (400 count)					
Case					
2.wellmark(aloside) 150 day briquettes (220) count	450.00 750.00				
Case					

Section 16: Concrete median barriers (precast)					
Each					
Section 17: standard curb inlet: grate & frame equivalent to MS Hwy dept type A					
Each					
Grate & frame equivalent to MS Hwy department type c					
Each					
3 piece grate and frame equivalent to city of Hattiesburg standard (48" width)					
Each					
3 piece grate & frame equivalent to City of Hattiesburg standard (60" width)					
Each					
Section 18: standard Catch basin: Grate & frame equivalent to MS Hwy Dept type D					
Each					
Section 19: Various traffic control graphics 3M stamark pavement tape, or equivalent, with installation equipment provided by vendor					
Turn arrows sq ft					
Onlys sq ft					
4" yellow strip sq ft					
4 " white strip sq ft					

6" yellow strip sq ft					
6" white strip sq ft					
Section 20: Fuel & other Petroleum products:					
Gasoline(unleaded) gal					
Diesel (non-Highway use) gal					
Diesel (hwy use) gal					
Diesel Oil (55 gal Drum) drum					
Oil (10w40, 55 gal.) drum					
Oil (10W40, Case of 24 quart) case					
Anti-freeze (55 gal. Drum) Drum					
Hydrolic Fluid (55 gal. Drum) drum					
Transmission Fluid (55gal drum) drum					
Grease (5 gal. can) can					
Grease (cartridges) cartridges					

Section 21: Round reinforced culvert pipe, concrete, class III, with mortar joints

12" LF					
15" LF					
18" LF					
21" LF					
24" LF					
27" LF					
30" LF					

36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
Section 21-A: Round reinforced culvert pipe, concrete, class IV, with mortar Joints					
12" LF					
15" LF					
18" LF					
21" LF					
24" LF					
27" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
Section 22: bends, Wyes, & Tees					

Bends LF					
Wyes and Tees, Stub 15 inches or larger, 6 Ft lengths LF					
Double wyes and tees LF					
Section 23: Reinforced, flared end sections, round					
18" LF					
24" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
78" LF					
84" LF					
90" LF					
96" LF					
Section 24: reinforced, flared end sections, ach					
22"x13" LF					
30"x18" LF					
36"x23" LF					

44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 25: Reinforced, concrete culvert pipe, arched, class III					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 25-A: Reinforced, concrete culvert pipe, arched, class III					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					

73"x45" LF					
Section 26: joint sealant (ramneck or equivalent)					
28pcs.-1 1/2x3' per box					
Section 27: recast manoles					
Concrete diameter with water section, proofing treatment on interior & flexible at all tie-ins					
With steps LF					
Without steps LF					
With floor LF					
Section 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requirements of AASHTO designation:M294, type S	<u>G & O Supply</u>	<u>Consolidated Pipe & Supply</u>			
12" LF	9.63	9.63			
15" LF	13.41	13.41			
18" LF	17.79	17.79			
21" LF	N/A	N/A			
24" LF	29.80	29.80			
27" LF	N/A	N/A			
30" LF	42.71	42.71			
36" LF	53.55	53.66			

42" LF	68.96	68.96			
48" LF	86.92	86.92			
54" LF	N/A	N/A			
60" LF	149.67	149.67			
Section 28-A: Corrugated polypropylene pipe culverts (N-12 HP)	<u>G & O Supply</u>	<u>Consolidated Pipe & Supply</u>			
12" LF	10.26	10.26			
15" LF	14.29	14.29			
18" LF	18.96	18.96			
21" LF	N/A	N/A			
24" LF	31.76	31.76			
27" LF	N/A	N/A			
30" LF	45.51	45.51			
36" LF	57.07	57.07			
42" LF	73.49	73.49			
48" LF	92.63	92.63			
54" LF	N/A	N/A			
60" LF	159.50	159.50			
Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe	<u>G & O Supply</u>	<u>Consolidated Pipe & Supply</u>			
12" Diameter	20.60	20.60			
16, 2-2/3" x 1/2" CMP Plain					
2-2/3" x 1/2" CMP Aspcatd	24.17	24.19			
2-2/3" x 1/2" CMP Aspcatd	N/A	29.52			

15" Diameter					
16,2-2/3" x 1/2"CMPPPlain	24.72	24.72			
2-2/3" x 1/2CMPAspcoatd	30.07	30.25			
2-2/3" x 1/2CMPAspcoatd w/pave insert	35.42	35.42			
18" Diameter					
16,2-2/3" x 1/2"CMPPPlain	30.90	30.90			
2-2/3" x 1/2CMPAspcoatd	38.03	38.03			
2-2/3" x 1/2CMPAspcoatd w/pave insert	43.38	43.38			
21" Diameter					
16,2-2/3" x 1/2"CMPPPlain	35.02	35.02			
2-2/3" x 1/2CMPAspcoatd	43.04	43.04			
2-2/3" x 1/2CMPAspcoatd w/pave insert	51.07	51.07			

21" Diameter					
14,2-2/3" x 1/2"CMPPPlain	43.26	43.26			
2-2/3" x 1/2CMPAspcoatd	51.28	51.28			
2-2/3" x 1/2CMPAspcoatd w/pave insert	59.31	59.31			
24" Diameter					
16,2-2/3" x 1/2"CMPPPlain	39.14	39.14			
2-2/3" x 1/2CMPAspcoatd	48.06	48.06			
2-2/3" x 1/2CMPAspcoatd w/pave insert	58.75	58.75			
24" Diameter					
14,2-2/3" x 1/2"CMPPPlain	49.44	49.44			
2-2/3" x 1/2CMPAspcoatd	58.36	58.36			
2-2/3" x 1/2CMPAspcoatd	69.05	69.05			

w/pave insert					
24" Diameter					
12,2-2/3" x 1/2"CMPPPlain	67.99	67.99			
2-2/3" x 1/2"CMPAspcoatd	76.91	76.91			
2-2/3" x 1/2"CMPAspcoatd	87.60	87.60			
w/pave insert					
30" Diameter					
16,2-2/3" x 1/2"CMPPPlain	49.44	49.44			
2-2/3" x 1/2"CMPAspcoatd	61.03	61.03			
2-2/3" x 1/2"CMPAspcoatd	70.84	70.84			
w/pave insert					
30" Diameter					
14,2-2/3" x 1/2"CMPPPlain	61.81	61.81			
2-2/3" x 1/2"CMPAspcoatd	73.40	73.40			
2-2/3" x 1/2"CMPAspcoatd	83.21	83.21			
w/pave insert					
30" Diameter					
12,2-2/3" x 1/2"CMPPPlain	84.47	84.47			
2-2/3" x 1/2"CMPAspcoatd	96.06	96.06			
2-2/3" x 1/2"CMPAspcoatd	105.87	105.87			
w/pave insert					
36" Diameter					
14,2-2/3" x 1/2"CMPPPlain	74.17	74.17			
2-2/3" x 1/2"CMPAspcoatd	86.65	86.65			
2-2/3" x 1/2"CMPAspcoatd	100.92	100.92			
w/pave insert					

36" Diameter					
12,2-2/3" x 1/2"CMPPPlain	100.95	100.95			
2-2/3" x 1/2CMPAspcoatd	113.43	113.43			
2-2/3" x 1/2CMPAspcoatd	127.70	127.70			
w/pave insert					

36" Diameter					
10,2-2/3" x 1/2"CMPPPlain	134.12	134.12			
2-2/3" x 1/2CMPAspcoatd	146.60	146.60			
2-2/3" x 1/2CMPAspcoatd	160.87	160.87			
w/pave insert					
42" Diameter					
14,2-2/3" x 1/2"CMPPPlain	86.53	86.53			
2-2/3" x 1/2CMPAspcoatd	100.79	100.79			
2-2/3" x 1/2CMPAspcoatd	116.84	116.84			
w/pave insert					
42" Diameter					
12,2-2/3" x 1/2"CMPPPlain	117.43	117.43			
2-2/3" x 1/2CMPAspcoatd	131.69	131.69			
2-2/3" x 1/2CMPAspcoatd	147.74	147.74			
w/pave insert					
42" Diameter					
10,2-2/3" x 1/2"CMPPPlain	155.75	155.75			
2-2/3" x 1/2CMPAspcoatd	170.01	170.01			
2-2/3" x 1/2CMPAspcoatd	186.06	186.06			

w/pave insert					
48" Diameter					
14,2-2/3" x 1/2"CMPPPlain	98.89	98.89			
2-2/3" x 1/2CMPAspcoatd	116.72	116.72			
2-2/3" x 1/2CMPAspcoatd	132.77	132.77			
w/pave insert					
48" Diameter					
12,2-2/3" x 1/2"CMPPPlain	133.91	133.91			
2-2/3" x 1/2CMPAspcoatd	151.74	151.74			
2-2/3" x 1/2CMPAspcoatd	167.79	167.79			
w/pave insert					
48" Diameter					
10,2-2/3" x 1/2"CMPPPlain	177.38	177.38			
2-2/3" x 1/2CMPAspcoatd	195.21	195.21			
2-2/3" x 1/2CMPAspcoatd	211.26	211.26			
w/pave insert					
54" Diameter					
12,2-2/3" x 1/2"CMPPPlain	150.40	150.40			
2-2/3" x 1/2CMPAspcoatd	175.25	175.25			
2-2/3" x 1/2CMPAspcoatd	211.03	211.03			
w/pave insert					
54" Diameter					
10,2-2/3" x 1/2"CMPPPlain	199.02	199.02			
2-2/3" x 1/2CMPAspcoatd	223.87	223.87			
2-2/3" x 1/2CMPAspcoatd	259.65	259.65			
w/pave insert					

60" Diameter					
12,2-2/3" x 1/2"CMPPPlain	166.88	166.88			
2-2/3" x 1/2CMPAspcoatd	193.20	193.20			
2-2/3" x 1/2CMPAspcoatd	234.64	234.64			
w/pave insert					
60" Diameter					
10,2-2/3" x 1/2"CMPPPlain	N/A	221.81			
2-2/3" x 1/2CMPAspcoatd	N/A	248.13			
2-2/3" x 1/2CMPAspcoatd	N/A	289.57			
w/pave insert					
66" Diameter					
12,2-2/3" x 1/2"CMPPPlain	183.36	183.36			
2-2/3" x 1/2CMPAspcoatd	219.02	219.02			
2-2/3" x 1/2CMPAspcoatd	258.25	258.25			
w/pave insert					
66" Diameter					
10,2-2/3" x 1/2"CMPPPlain	N/A	N/A			
2-2/3" x 1/2CMPAspcoatd	N/A	N/A			
2-2/3" x 1/2CMPAspcoatd	N/A	N/A			
w/pave insert					
66" Diameter					
8,2-2/3" x 1/2" CMPPPlain	N/A	N/A			
2-2/3" x 1/2CMPAspcoatd	N/A	N/A			
2-2/3" x 1/2CMPAspcoatd	N/A	N/A			

w/pave insert					
72" Diameter					
12,2-2/3" x 1/2" CMP Plain	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
w/pave insert					
72" Diameter					
10,2-2/3" x 1/2" CMP Plain	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
w/pave insert					
72" Diameter					
8,2-2/3" x 1/2" CMP Plain	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
w/pave insert					
78" Diameter					
10,2-2/3" x 1/2" CMP Plain	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			
w/pave insert					

78" Diameter					
8,2-2/3" x 1/2" CMP Plain	N/A	N/A			
2-2/3" x 1/2" CMP Asphalt	N/A	N/A			

2-2/3" x 1/2" CMPAspcoatd w/pave insert	N/A	N/A			
84" Diameter 10,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2" CMPAspcoatd 2-2/3" x 1/2" CMPAspcoatd w/pave insert	N/A N/A N/A	N/A N/A N/A			
84" Diameter 8,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2" CMPAspcoatd 2-2/3" x 1/2" CMPAspcoatd w/pave insert	N/A N/A N/A	N/A N/A N/A			
96" Diameter 10,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2" CMPAspcoatd 2-2/3" x 1/2" CMPAspcoatd w/pave insert	N/A N/A N/A	N/A N/A N/A			
96" Diameter 8,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2" CMPAspcoatd 2-2/3" x 1/2" CMPAspcoatd w/pave insert	N/A N/A N/A	N/A N/A N/A			
Section 30: Copper, Steel, Galvanized, Metal Pipe, Round Pipe					
36"Diameter					

16 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
36”Diameter					
14 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
36”Diameter					
12 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					

42”Diameter					
16 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
42”Diameter					
14 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					

42"Diameter					
12 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
48"Diameter					
16 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
48"Diameter					
14 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					
48"Diameter					
12 gauge	N/A	N/A			
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert					

54"Diameter					
16 gauge					

3x1CMP Plain	103.01	103.01			
3x1CMP asp coated	127.86	127.86			
3x1CMPaspcoatedw/invert	163.64	163.64			
54"Diameter					
14 gauge					
3x1CMP Plain	125.67	125.67			
3x1CMP asp coated	150.52	150.52			
3x1CMPaspcoatedw/invert	186.30	186.30			
54"Diameter					
12 gauge					
3x1CMP Plain	171.00	171.00			
3x1CMP asp coated	195.85	195.85			
3x1CMPaspcoatedw/invert	231.63	231.63			
60"Diameter					
16 gauge					
3x1CMP Plain	113.31	113.31			
3x1CMP asp coated	139.63	139.63			
3x1CMPaspcoatedw/invert	181.07	181.07			
60"Diameter					
14 gauge					
3x1CMP Plain	138.03	138.03			
3x1CMP asp coated	164.35	164.35			
3x1CMPaspcoatedw/invert	205.79	205.79			

60"Diameter					
12 gauge					
3x1CMP Plain	189.54	189.59			
3x1CMP asp coated	215.86	215.91			
3x1CMPaspcoatedw/invert	257.30	257.35			

66"Diameter					
16 gauge					
3x1CMP Plain	123.61	123.61			
3x1CMP asp coated	159.27	159.27			
3x1CMPaspcoatedw/invert	198.50	198.50			
66"Diameter					
14 gauge					
3x1CMP Plain	152.46	152.46			
3x1CMP asp coated	188.12	188.12			
3x1CMPaspcoatedw/invert	227.35	227.35			
66"Diameter					
12 gauge					
3x1CMP Plain	208.08	208.08			
3x1CMP asp coated	243.74	243.74			
3x1CMPaspcoatedw/invert	282.97	282.97			
72"Diameter					
16 gauge					
3x1CMP Plain	135.97	135.97			
3x1CMP asp coated	175.20	175.20			

3x1CMPaspcoatedw/invert	217.99	217.99			
72"Diameter					
14 gauge					
3x1CMP Plain					
3x1CMP asp coated	166.88	166.88			
3x1CMPaspcoatedw/invert	206.11	206.20			
	248.90	248.90			
72"Diameter					
12 gauge					
3x1CMP Plain	226.62	226.62			
3x1CMP asp coated	265.85	265.94			
3x1CMPaspcoatedw/invert	308.64	308.64			

72"Diameter					
10 gauge					
3x1CMP Plain	302.85	302.85			
3x1CMP asp coated	342.08	342.08			
3x1CMPaspcoatedw/invert	384.87	384.87			
78"Diameter					

14 gauge					
3x1CMP Plain	179.24	179.24			
3x1CMP asp coated	222.03	222.03			
3x1CMPaspcoatedw/invert	268.40	268.40			
78"Diameter					
12 gauge					
3x1CMP Plain	245.16	245.16			
3x1CMP asp coated	287.95	287.95			
3x1CMPaspcoatedw/invert	334.32	334.32			
84"Diameter					
14 gauge					
3x1CMP Plain	193.66	193.66			
3x1CMP asp coated	240.02	240.02			
3x1CMPaspcoatedw/invert	289.95	289.95			
84"Diameter					
12 gauge					
3x1CMP Plain	263.71	263.71			
3x1CMP asp coated	310.07	310.07			
3x1CMPaspcoatedw/invert	360.00	360.00			
84"Diameter					
10 gauge					
3x1CMP Plain	354.77	354.77			

3x1CMP asp coated	401.13	401.13			
3x1CMPaspcoatedw/invert	541.06	451.06			

90”Diameter					
14 gauge					
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert	N/A	N/A			
90”Diameter					
12 gauge					
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert	N/A	N/A			
90”Diameter					
10 gauge					
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert	N/A	N/A			
90”Diameter					
8 gauge					
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
	N/A	N/A			

3x1CMPaspcoatedw/invert					
96"Diameter					
14 gauge					
3x1CMP Plain	260.12	260.12			
3x1CMP asp coated	311.83	311.83			
3x1CMPaspcoatedw/invert	370.67	370.67			
96"Diameter					
12 gauge					
3x1CMP Plain	357.36	357.36			
3x1CMP asp coated	409.07	409.07			
3x1CMPaspcoatedw/invert	467.91	467.91			
96"Diameter					
10 gauge					
3x1CMP Plain	479.89	479.89			
3x1CMP asp coated	531.60	531.60			
3x1CMPaspcoatedw/invert	590.44	590.44			
96"Diameter					
8 gauge					
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert	N/A	N/A			
108"Diameter					
14 gauge	309.03	309.03			

3x1CMP Plain	367.87	367.87			
3x1CMP asp coated	430.28	430.28			
3x1CMPaspcoatedw/invert					
108"Diameter					
12 gauge					
3x1CMP Plain					
3x1CMP asp coated	424.92	424.92			
3x1CMPaspcoatedw/invert	483.76	483.76			
	546.17	546.17			
108"Diameter					
10 gauge					
3x1CMP Plain	570.55	570.55			
3x1CMP asp coated	629.39	629.39			
3x1CMPaspcoatedw/invert	691.80	691.80			
108"Diameter					
8 gauge	N/A				
3x1CMP Plain	N/A	N/A			
3x1CMP asp coated	N/A	N/A			
3x1CMPaspcoatedw/invert		N/A			
Section 31: Copper, Steel, Galvanized, corrugated metal pipe, arch pipe	<u>G & O SUPPLY</u>				

15"Diameter					
16 span x rise					
18x11,2-2/3x1/2CMPPlain	27.19				
2-2/3x1/2CMP asp coated	32.54				
22/3x1/2CMPaspcoatedw/inv	37.89				
18"Diameter					
16 span x rise					
22x13,2-2/3x1/2CMPPlain	33.99				
2-2/3x1/2CMP asp coated	41.12				
22/3x1/2CMPaspcoatedw/inv	46.47				
21"Diameter					
16 span x rise					
25x16,2-2/3x1/2CMPPlain	38.53				
2-2/3x1/2CMP asp coated	46.55				
22/3x1/2CMPaspcoatedw/inv	54.58				
21"Diameter					
14 span x rise					
25x16,2-2/3x1/2CMPPlain	47.59				
2-2/3x1/2CMP asp coated	55.61				
22/3x1/2CMPaspcoatedw/inv	63.64				
24"Diameter					
16 span x rise					
29x18,2-2/3x1/2CMPPlain	43.06				

2-2/3x1/2CMP asp coated	51.98				
22/3x1/2CMPaspcoatedw/inv	62.67				
24"Diameter					
14 span x rise					
29x18,2-2/3x1/2CMPPlain					
2-2/3x1/2CMP asp coated	54.39				
22/3x1/2CMPaspcoatedw/inv	63.31				
	74.00				
24"Diameter					
12 span x rise					
29x18,2-2/3x1/2CMPPlain	74.79				
2-2/3x1/2CMP asp coated	83.71				
22/3x1/2CMPaspcoatedw/inv	94.40				
30"Diameter					
14 span x rise					
36x22,2-2/3x1/2CMPPlain	67.99				
2-2/3x1/2CMP asp coated	79.58				
22/3x1/2CMPaspcoatedw/inv	89.39				
30"Diameter					
12 span x rise					
36x22,2-2/3x1/2CMPPlain	92.92				
2-2/3x1/2CMP asp coated	104.51				
22/3x1/2CMPaspcoatedw/inv	114.32				
36"Diameter					
14 span x rise					

43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt					
36"Diameter 12 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	111.05 123.53 137.80				
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	95.18 109.44 125.49				
42"Diameter 12 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	129.18 143.44 159.49				
42"Diameter 10 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	171.33 185.59 201.64				
48"Diameter					

14 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
48"Diameter 12 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	147.30 165.13 181.18				
48"Diameter 10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	195.12 212.95 229.00				
54"Diameter 12 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	165.43 190.28 226.06				
54"Diameter 10 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	218.92 243.77 279.55				

60"Diameter 12 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
60"Diameter 10 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	245.09 271.41 312.85				
60"Diameter 8 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
66"Diameter 10 span x rise 73x55,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
66"Diameter 8 span x rise 73x55,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated	N/A N/A N/A				

22/3x1/2CMPaspcoatedw/inv					
72”Diameter 10 span x rise 88x54,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	N/A N/A N/A				
72”Diameter 8 span x rise 88x54,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	N/A N/A N/A				
78”Diameter 10 span x rise 87x63,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	N/A N/A N/A				
78”Diameter 8 span x rise 87x63,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	N/A N/A N/A				
84”Diameter 10 span x rise 95x67,2-2/3x1/2CMPPlain	N/A N/A				

2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A				
84"Diameter 8 span x rise 95x67,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
96"Diameter 10 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
96"Diameter 8 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
108"Diameter 10 span x rise 138x87,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	N/A N/A N/A				
108"Diameter 8 span x rise					

138x87,2-2/3x1/2CMPPlain	N/A				
2-2/3x1/2CMP asp coated	N/A				
22/3x1/2CMPaspcoatedw/invt	N/A				
Section 32. Copper, steel, galvanized, corrugated metal pipe, arch pipe.	<u>G & O SUPPLY</u>				
36"Diameter					
16 span x rise					
43x27,3x1CMPPlain	N/A				
3x1CMP asp coated	N/A				
3x1CMPaspcoatedw/invt	N/A				
36"Diameter					
14 span x rise					
43x27,3x1CMPPlain	N/A				
3x1CMP asp coated	N/A				
3x1CMPaspcoatedw/invt	N/A				
36"Diameter					
12 span x rise					
43x27,3x1CMPPlain	N/A				
3x1CMP asp coated	N/A				
3x1CMPaspcoatedw/invt	N/A				
42"Diameter					
16 span x rise					
50x31,3x1CMPPlain	N/A				
3x1CMP asp coated	N/A				
	N/A				

3x1CMPaspcoatedw/invt					
42"Diameter 14 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
42"Diameter 12 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
48"Diameter 16 span x rise 58x36,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
48"Diameter 14 span x rise 58x36,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
48"Diameter 12 span x rise 58x36,3x1CMPPlain	N/A N/A				

3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A				
54”Diameter 16 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
54”Diameter 14 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	138.42 163.27 199.05				
54”Diameter 12 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	188.10 212.95 248.73				
60”Diameter 16 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				

60"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	151.84 178.16 219.60				
60"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	208.49 234.81 276.25				
66"Diameter 16 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
66"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	167.70 203.36 242.59				
66"Diameter 12 span x rise					

73x45,3x1CMPPlain	228.89				
3x1CMP asp coated	264.55				
3x1CMPaspcoatedw/invt	303.78				
72"Diameter					
16 span x rise					
88x55,3x1CMPPlain	N/A				
3x1CMP asp coated	N/A				
3x1CMPaspcoatedw/invt	N/A				
72"Diameter					
14 span x rise					
88x55,3x1CMPPlain	183.56				
3x1CMP asp coated	222.79				
3x1CMPaspcoatedw/invt	265.58				
72"Diameter					
12 span x rise					
88x55,3x1CMPPlain	249.29				
3x1CMP asp coated	288.52				
3x1CMPaspcoatedw/invt	331.31				
72"Diameter					
14 span x rise					
88x55,3x1CMPPlain	197.16				
3x1CMP asp coated	239.95				
3x1CMPaspcoatedw/invt	286.32				

72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt					
78"Diameter 14 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt					
78"Diameter 12 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	269.68 312.47 358.84				
84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	259.39 309.32 290.08				
84"Diameter 12 span x rise 95x67,3x1CMPPlain	290.08				

3x1CMP asp coated	336.44				
3x1CMPaspcoatedw/invt	386.37				
84"Diameter					
10 span x rise					
95x67,3x1CMPPlain	390.24				
3x1CMP asp coated	436.60				
3x1CMPaspcoatedw/invt	486.53				
96"Diameter					
14 span x rise					
122x77,3x1CMPPlain	286.13				
3x1CMP asp coated	337.84				
3x1CMPaspcoatedw/invt	396.68				
96"Diameter					
12 span x rise					
122x77,3x1CMPPlain	393.10				
3x1CMP asp coated	444.81				
3x1CMPaspcoatedw/invt	503.65				
96"Diameter					
10 span x rise					
122x77,3x1CMPPlain	527.88				
3x1CMP asp coated	579.59				
3x1CMPaspcoatedw/invt	638.43				

108”Diameter 14 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	N/A N/A N/A				
108”Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	467.41 526.25 588.66				
108”Diameter 10 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	627.60 686.44 748.85				
Section 33. concrete pavement and sidewalks					
1.remove and replace concrete paving 4” depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					
b.Less than 1000 sq ft-City provides material					

c.more than 1000 sq ft- contractor provides material					
d.More than 1000 sq ft-City provides material					
2. remove and replace concrete paving 6” depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft- contractor provides material					
d.More than 1000 sq ft-City provides material					
3. remove and replace concrete paving 8” depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft- contractor provides material					
d.More than 1000 sq ft-City provides material					
5. remove and replace concrete paving 10” depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					

b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft-contractor provides material					
d.More than 1000 sq ft-City provides material					
6. Install solid wood slat fence 8"height per linear foot					
a.less than 100 lin.ft-contractor provides material					
b. More than 100 lin.ft-contractor provides material					
7.remove and dispose of existing fencing					
a.less than 1000 lin ft					
b.more than 1000 lin ft					
Section 36. Temporary Erosion control matting					
1.matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					
2. matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					

3. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
Section 37. Permanent Erosion control matting					
4. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
5. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
6. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
7. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
8. matting name/manufacturer					

a.between 1000sy &5000sy					
b.greater than 5000sy					

End of section: Street Department

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67 with bulldog paw prints stenciled in white on side.

	<u>TOTER</u>	<u>WASTEQUIP</u>	<u>PLUM</u>	
2 cubic yard() painted	N/A	831.02	625.00- 24 PER LOAD	
4 cubic yard() painted	N/A	1162.64	890.00- 20 PER LOAD	
6 cubic yard() painted	N/A	1525.29	1020.00 -9 PER LOAD	
8 cubic yard() painted	N/A	1894.25	1420.00- 9 PER LOAD	
10 cubic yard() painted	N/A			

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67 with Bulldog paw prints stenciled in white on side.

	<u>TOTER</u>			
2 cubic yard() painted	611.78 EACH (#596, BURGUNDY)			
4 cubic yard() painted	977.17 EACH (#596, BURGUNDY)			
6 cubic yard() painted				
8 cubic yard() painted				

10 cubic yard() painted				
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Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side. Addition information may be included.

26 gallon				
32 gallon				
48 gallon				
64 gallon	55.17 (TOTER \$705)			
96 gallon				

End of section: Sanitation Department

22. CONSIDERATION TO AUTHORIZATION TO HIRE MICHAEL MOSLEY AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Michael Mosley as a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF AUTHORIZATION TO HIRE ODIE AVERY AS AN ASSISTANT PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Odie Avery as a Assistant City Planner” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF AUTHORIZATION TO HIRE PEYTON POOLE AS ENTRY LEVEL POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Peyton Poole as Entry Level Police Officer” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF AUTHORIZATION TO HIRE RONALD HANNA AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Ronald Hanna as a Reserve Police Officer” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF AUTHORIZATION TO HIRE ZACK BOREN AS AN ENTRY LEVEL FIREFIGHTER AND IAN GARRARD AS A CERTIFIED FIREFIGHTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Zack Boren as an Entry Level Firefighter and Ian Garrard as a Certified Firefighter” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL OF THE PROMOTION OF CARL GRIFFIN TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Carl Griffin to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF AUTHORIZATION TO HIRE ANNA HALL AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Anna Hall as a Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF APPROVAL TO DECLARE THE LISTED 2006 JEEP COMMANDER, VIN: 1JBHHY8KV6C248602, AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare the listed 2006 Jeep Commander, VIN: 1JBHHY8KV6C248602, as surplus property and authorization to be sold on govdeals.com to the best or highest bidder” is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 27 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 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 structure located at 305 Everglade Ave. Bldg. 27 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.

31. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 16 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 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 structure located at 305 Everglade Ave. Bldg. 16 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.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 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 structure located at 305 Everglade Ave. Bldg. 19 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.

33. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVE. BLDG. 6 WITH THE PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 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 structure located at 305 Everglade Ave. Bldg. 6 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.

34. CONSIDERATION TO PURCHASE THE REPLACEMENT FOR ELECTRIC DIVISION BUCKET TRUCK #19 FROM STATE APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$237,270.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase the replacement for electric division bucket truck #19 from state approved contract (Sourcewell) in the amount of \$237,270.00” is enumerated, this consent item is thereby approved.

35. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NESCO ELECTRICAL DISTRIBUTORS TO PURCHASE 75 FLAME RESISTANT LONG SLEEVE SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,410.25.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Nesco Electrical Distributors to purchase 75 flame resistant long sleeve shirts for the electric division in the amount of \$6,410.25” is enumerated, this consent item is thereby approved.

Two quotes: Nesco Electrical Distributors - \$6,410.25 and T C Marketing LLC - \$7,545.07

36. CONSIDERATION FOR COVINGTON SALES AND SERVICE, INC., THE ONLY AUTHORIZED VAC-CON DEALER FOR THE STATE OF MISSISSIPPI, TO CONDUCT NECESSARY REPAIRS TO THE WATER DIVISION LARGE VACUUM TRUCK #132 IN THE AMOUNT NOT TO EXCEED \$13,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Covington Sales and Service, Inc., the only authorized Vac-Con dealer for the state of Mississippi, to conduct necessary repairs to the Water Division large vacuum truck #132 in the amount not to exceed \$13,000.00” is enumerated, this consent item is thereby approved.

37. CONSIDERATION TO DECLARE 80 (1,600') STICKS OF 8" SDR-26 GASKET JOINT PVC 1120 AS SURPLUS AND TO AUCTION ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare 80 (1,600') sticks of 8" SDR-26 gasket joint PVC 1120 as surplus and to auction on govdeals.com” is enumerated, this consent item is thereby approved.

38. CONSIDERATION TO DECLARE THE ELECTRIC DIVISION UNDERGROUND PULLING MACHINE (VIN: 1T92C14127S268033) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A REPLACEMENT UNDERGROUND PULLING MACHINE FROM STATE APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$134,275.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval declaring the Electric Division underground pulling machine (VIN: 1T92C14127S268033) as surplus and to auction on govdeals, and authorization to purchase a replacement underground pulling machine from state approved contract (Sourcewell) in the amount of \$134,275.00” is enumerated, this consent item is thereby approved.

39. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCKS SALES AND SERVICE, LLC FOR A T66 CAMERA TRACTOR AND ADJUSTABLE CAMERA CONNECTION FOR THE WATER DIVISION IN THE AMOUNT OF \$15,120.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Vacuum Trucks Sales and Service, LLC for a T66 camera tractor and adjustable camera connection for the Water Division in the amount of \$15,120.00” is enumerated, this consent item is thereby approved.

Two quotes: VTSS: \$15,120.00 and Rapidview: \$15,876.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill invited everyone to attend the Rental Assistance and Mortgage Program to be held September 14 from 4 – 7 p.m. at Level III on Main Street. She also congratulated MSU on their football win the previous weekend.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver welcomed the new Smoothie King and Captain D’s to town and encouraged all to visit both businesses.

Alderman Rupp thanked all in attendance and encouraged everyone to take interest in local government.

Alderman Beatty encouraged all that want to speak during citizen comments to do so. He then offered the following motion.

40. CONSIDERATION OF SUSPENDING THE THREE (3) MINUTE RULE AND CHANGE TO FIVE (5) MINUTES.

Alderman Beatty, duly seconded by Alderman Carver, offered a motion to suspend the three (3) minute time limit per citizen comment and instead allowing five (5) minutes per citizen. The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the police and the electric departments for their work the previous week while the power was out in keeping everyone informed and the traffic flowing.

Yulanda Haddix, NAACP President, spoke to the issue of affordable housing needs in the City of Starkville as they came to light with the evictions of many residents of Catherine Street apartments.

Cate Van Halsema, Secretary of Starkville Strong, asked that elected officials work to find solutions to Starkville housing insecurities.

Chris Taylor, Ward 7, invited everyone to attend the Rental Assistance and Mortgage Program to be held September 14 from 4 – 7 p.m. at Level III on Main Street. He also encouraged anyone needing COVID vaccines to go to the free vaccine clinic to be held the next day from 1 – 6 p.m. at Sand Hill.

George Randall, Ward 5, discussed brown water in the Northgate neighborhood.

Mark Rex would like City Code Enforcement to look at the S & Y Apartments at 104 East Garrard Road for possible code violations.

Mia Robertson, spoke against the proposed Interlocal Juvenile Detention Agreement with Lowndes County.

James Thomas Donahoo, stated that Covid was a hoax.

Burt Montgomery, Dr. David Buys, Dr. Emily Landrum and Walter Okhuysen spoke in favor of masks and vaccinations as a defense against Covid.

Erica Baisel, Chance Cummings, Jannette Jarmon, Joe Diaz, Justin Edwards, Marnita Henderson, Elizabeth Fazio, Laura Whatley and Vicki Rose spoke against vaccine mandates.

PUBLIC APPEARANCES:

PRESENTATION AND CONSIDERATION OF THE APPROVAL OF THE MSU STUDENT ASSOCIATION PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022 BUDGET YEAR.

Dr. Regina Hyatt, Vice President for MSU Student Affairs, presented an update on the upcoming activities of the MSU Student Association and the proposed budget. The proposed budget is on the following page.

41. CONSIDERATION OF THE APPROVAL OF THE MSU STUDENT ASSOCIATION PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022 BUDGET YEAR.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion approving the MSU 2% Fiscal Year 2020-2021 budget in accordance with the enabling legislation of SB 3012 Section 4. 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.



MISSISSIPPI STATE UNIVERSITYTM

Proposed Distribution of 2022 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021	FY2022
Music Maker Productions	\$150,000	\$165,000	\$70,000	\$70,000
Bulldog Bash	\$170,000	\$170,000	\$170,000	\$190,000
Cowbell Cabs	\$20,000	\$5,000		\$25,000
Old Main Music Festival	\$30,000	\$30,000	\$15,000	\$30,000
Lyceum Series	\$60,000	\$60,000	\$60,000	\$60,000
Global Lecture Series	\$20,000	\$20,000	\$10,000	\$20,000
Total	\$450,000	\$450,000	\$325,000	\$395,000

As presented to the Starkville Board of Aldermen

OCEDA AND VISITORS AND CONVENTION COUNCIL (VCC)

PRESENTATION AND CONSIDERATION OF THE APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) AND THE VISITORS AND CONVENTION COUNCIL (VCC) PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022.

Mike Taggert, Director of the Greater Starkville Development Partnership, presented updates and proposed fiscal year budgets on both OCEDA and VCC. Copies of those budgets follow this page.

42. CONSIDERATION OF APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) AND THE VISITORS AND CONVENTION COUNCIL (VCC) PROPOSED USE OF THE 2% FOOD AND BEVERAGE FUNDING FOR THE FISCAL YEAR 2021-2022.

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion approving the 2021-2022 2% budget allocation by the OCEDA Board of Directors as well as the Visitors and Convention Council (VCC) in accordance with the enabling legislation of SB 3012. 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.

Oktibbeha County Economic Development Authority

Proposed Distribution of Fiscal Year 2022 Food & Beverage Sales Tax Allocation

	Budget 2019-20	Budget 2020-21	Proposed Budget 2021-22
<u>GENERAL OPERATIONS</u>			
Income			
48001 INTEREST INCOME	40,000.00	5,766.68	3,000.00
48002 RTC % RENT SHARE	30,000.00	20,000.00	27,000.00
48004 SALE OF MULTI TENANT CTR	0.00	198,333.32	198,333.32
49999 OTHER INCOME	0.00	0.00	14,175.00
Total Income	\$ 70,000.00	\$ 224,100.00	\$ 242,508.32
Expenses			
90030 AUTO/MILEAGE REIMB	500.00	-	-
90031 HOSPITALITY	1,500.00	5,000.00	10,000.00
90032 OFFICE OVERHEAD	2,500.00	2,000.00	2,000.00
90034 INSURANCE/BONDS	15,000.00	15,000.00	15,000.00
90037 LEGAL & PROFESSIONAL	23,000.00	23,000.00	20,000.00
90040 OFFICE FURNITURE/EQUIPMENT	250.00	-	-
90041 OFFICE SUPPLIES	100.00	-	-
90043 POSTAGE/SHIPPING	100.00	100.00	0.00
90046 WELCOME SIGN	5,000.00	8,000.00	8,000.00
90049 GSDP OCCUPANCY AGREEMENT	21,000.00	21,000.00	20,342.40
90050 GSDP MAN/PERSONEL CONTRACTS	150,000.00	150,000.00	200,000.00
Total Expenses	\$ 218,950.00	\$ 224,100.00	\$ 275,342.40
Net Income	\$ (148,950.00)	\$ -	\$ (32,834.08)
<u>2% FOOD & BEVERAGE TAX</u>			
Income			
48020 FOOD/BEVERAGE TAX	325,000.00	260,000.00	333,000.00
Total Income	\$ 325,000.00	\$ 260,000.00	\$ 333,000.00
Expenses			
90073 INDUSTRY RELATIONS	20,000.00	10,000.00	15,000.00
90074 GTRDA/LINK	100,000.00	100,000.00	100,000.00
90075 RETAIL/RECRUITMENT	20,000.00	20,000.00	10,000.00
90076 MARKETING/EVENTS	155,000.00	70,000.00	35,000.00
90077 MINORITY GRANTS	20,000.00	20,000.00	20,000.00
90078 CORNERSTONE/NORTHSTAR PARK	10,000.00	40,000.00	45,000.00
90079 TOURISM DEVELOPMENT	-	-	15,000.00
Total Expenses	\$ 325,000.00	\$ 260,000.00	\$ 240,000.00
Net Income	\$ -	\$ -	\$ 93,000.00
Overall Net Income	\$ (148,950.00)	\$ -	\$ 60,165.92

Starkville Visitors & Convention Council Budget
Proposed Distribution of Fiscal Year 2022 Tourism Tax Allocation

City Hotel Tax & Main Street Assoc	2019-2020	2020-2021	2021-2022
	Budget	Budget	Budget
Income			
CITY OF STARKVILLE HOTEL	310,000.00	186,000.00	310,000.00
Total Income	\$ 310,000.00	\$ 186,000.00	\$ 310,000.00
Expenses			
OPERATING	170,678.84	164,679.00	167,379.00
DUES - SPONSORSHIPS	36,500.00	21,500.00	8,700.00
GROUP & CONVENTION RECRUITMENT	30,000.00	10,000.00	33,000.00
MAIN STREET ASSOCIATION	25,000.00	25,000.00	25,000.00
FILM	0.00	0.00	2,000.00
PARTNER TRAINING	0.00	0.00	1,000.00
DESTINATION DEVELOPMENT	0.00	0.00	10,000.00
LEGAL & PROFESSIONAL	0.00	300.00	500.00
Total Expenses	\$ 262,178.84	\$ 221,479.00	\$ 247,579.00
Net Income	\$ 47,821.16	\$ (35,479.00)	\$ 62,421.00
 City of Starkville 2% Food & Beverage Tax	 2019-2020	 2020-2021	 2021-2022
	Budget	Budget	Budget
Income			
CITY OF STARKVILLE FOOD & BEV	310,000.00	260,000.00	310,000.00
MSU ORIENTATION	36,000.00	-	0.00
Total Income	\$ 346,000.00	\$ 260,000.00	\$ 310,000.00
Expenses			
MARKETING/ADVERTISING/PROJECTS	256,250.00	182,271.00	308,600.00
PROFESSIONAL DEVELOPMENT	5,000.00	1,000.00	2,000.00
GRANTS	33,750.00	29,250.00	44,250.00
MSU ORIENTATION	46,000.00	7,000.00	10,000.00
CONSULTING SERVICES	5,000.00	5,000.00	7,220.00
Total Expenses	\$ 346,000.00	\$ 224,521.00	\$ 372,070.00
Net Income	\$ -	\$ 35,479.00	\$ (62,070.00)
 Overall Net Income	 \$ 47,821.16	 \$ -	 \$ 351.00

Oktibbeha County Economic Development Authority

Proposed Distribution of Fiscal Year 2022 Food & Beverage Sales Tax Allocation

	Budget 2019-20	Budget 2020-21	Proposed Budget 2021-22
<u>GENERAL OPERATIONS</u>			
Income			
48001 INTEREST INCOME	40,000.00	5,766.68	3,000.00
48002 RTC % RENT SHARE	30,000.00	20,000.00	27,000.00
48004 SALE OF MULTI TENANT CTR	0.00	198,333.32	198,333.32
49999 OTHER INCOME	0.00	0.00	14,175.00
Total Income	\$ 70,000.00	\$ 224,100.00	\$ 242,508.32
Expenses			
90030 AUTO/MILEAGE REIMB	500.00	-	-
90031 HOSPITALITY	1,500.00	5,000.00	10,000.00
90032 OFFICE OVERHEAD	2,500.00	2,000.00	2,000.00
90034 INSURANCE/BONDS	15,000.00	15,000.00	15,000.00
90037 LEGAL & PROFESSIONAL	23,000.00	23,000.00	20,000.00
90040 OFFICE FURNITURE/EQUIPMENT	250.00	-	-
90041 OFFICE SUPPLIES	100.00	-	-
90043 POSTAGE/SHIPPING	100.00	100.00	0.00
90046 WELCOME SIGN	5,000.00	8,000.00	8,000.00
90049 GSDP OCCUPANCY AGREEMENT	21,000.00	21,000.00	20,342.40
90050 GSDP MAN/PERSONEL CONTRACTS	150,000.00	150,000.00	200,000.00
Total Expenses	\$ 218,950.00	\$ 224,100.00	\$ 275,342.40
Net Income	\$ (148,950.00)	\$ -	\$ (32,834.08)
<u>2% FOOD & BEVERAGE TAX</u>			
Income			
48020 FOOD/BEVERAGE TAX	325,000.00	260,000.00	333,000.00
Total Income	\$ 325,000.00	\$ 260,000.00	\$ 333,000.00
Expenses			
90073 INDUSTRY RELATIONS	20,000.00	10,000.00	15,000.00
90074 GTRDA/LINK	100,000.00	100,000.00	100,000.00
90075 RETAIL/RECRUITMENT	20,000.00	20,000.00	10,000.00
90076 MARKETING/EVENTS	155,000.00	70,000.00	35,000.00
90077 MINORITY GRANTS	20,000.00	20,000.00	20,000.00
90078 CORNERSTONE/NORTHSTAR PARK	10,000.00	40,000.00	45,000.00
90079 TOURISM DEVELOPMENT	-	-	15,000.00
Total Expenses	\$ 325,000.00	\$ 260,000.00	\$ 240,000.00
Net Income	\$ -	\$ -	\$ 93,000.00
Overall Net Income	\$ (148,950.00)	\$ -	\$ 60,165.92

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 21-05: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS FOR THE PROPOSED TRIANGLE CROSSING SHOPPING CENTER LOCATED AT 601 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102F-00-053.00.

Daniel Havelin, City Planner, presented SE 21-05: a request by MJM Architects on behalf of Castle Starkville LLC to allow for an exception from development standards related to the facade colors of the proposed Triangle Crossing Shopping Center located at 601 Highway 12. The applicant is seeking a Special Exception from the development standards to allow the use of bright orange awnings as part of the building façade. The awning color is part of the branding for the proposed tenant Ulta retail store.

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

43. CONSIDERATION OF SE 21-05.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion approving SE 21-05: a request by MJM Architects on behalf of Castle Starkville LLC to allow for an exception from development standards related to the facade colors of the proposed Triangle Crossing Shopping Center located at 601 Highway 12. 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION OF VA 21-08: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS LOCATED AT 211 SOUTH JACKSON STREET, 44 PRIME, IN A T-5D ZONING DISTRICT WITH PARCEL NUMBER 102A-00-015.04.

Daniel Havelin, City Planner, presented a request by Thomas Stewart of Architectonics, LLC on behalf of Michele Fant for a variance on wall sign size requirements for the 44 Prime Steakhouse located at 211 South Jackson Street. The applicant is proposing halo lit wall sign on the south side of the building approximately 65 feet from the right-of-way of South Jackson Street. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18".

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

44. CONSIDERATION OF VA 21-08.

Alderman Brooks, duly seconded by Alderman Sistrunk, offered a motion granting VA 21-08: a request for a variance from wall sign size requirements located at 211 South Jackson Street in a T-5D zoning district with the parcel number 102A-00-015.04. 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.

SECOND PUBLIC HEARING OF THE 2021-2022 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE.

Alderman and Budget Chairman Sandra Sistrunk gave a brief overview of the proposed audit, noting there was no budgeted increase in tax millage.

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

45. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL AGREEMENT WITH LOWNDES COUNTY FOR THE RESERVATION OF TWO BEDS IN THE LOWNDES COUNTY JUVENILE DETENTION FACILITY.

Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion to enter into an interlocal agreement with Lowndes County for the reservation of two beds in the Lowndes County Juvenile Detention Facility at an annual fee of \$125 per bed for two beds for 365 days per year (\$91,250). The agreement follows this page.

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.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of Starkville, Mississippi, by and through its governing authorities, the Board of Aldermen ("Starkville") and Lowndes County, Mississippi, by and through its governing authorities, the Lowndes County Board of Supervisors ("Lowndes County").

WHEREAS, Starkville and Lowndes County hereby enter into an interlocal agreement for the housing of Starkville juvenile offenders at the Lowndes County Juvenile Detention Center pursuant to the authority granted under the "Interlocal Cooperation Act of 1974" (codified at Miss. Code Ann. § 17-13-1, *et seq.*) upon the terms and conditions stated herein;

WHEREAS, Lowndes County owns and operates the Lowndes County Juvenile Detention Center located at 1602 College St., Columbus, MS 39701 (the "Facility"); and

WHEREAS, Starkville, in coordination with the Oktibbeha County Youth Court, desires to reserve and use a certain number of beds to house Starkville juvenile offenders at the Facility.

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. Use. Effective upon the parties' approval of this Agreement, Starkville shall have, on a 24 hour, 7 days per week basis, a minimum of two (2) bed spaces reserved at the Facility to house youth offenders from Starkville at the direction of the Oktibbeha County Youth Court Judge ("the Starkville offenders"). Lowndes County shall accept custody thereof according to the terms of this Agreement. Lowndes County shall receive the Starkville offenders upon delivery by Starkville and shall be responsible for the proper housing, care, and maintenance of such offenders thereafter while they are in custody of Lowndes County. Upon receipt of custody of the Starkville offenders, Lowndes County shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the Starkville offenders while they are in custody of Lowndes County. Lowndes County agrees to supervise, control, and manage the Facility to provide safe and secure custody of the Starkville offenders according to state and federal law, regulations, and standards. All correctional officers and guards employed at the Facility shall be certified by the State of Mississippi and all custodial and detention protocol and procedures shall be observed and implemented in accordance with federal and state standards and guidelines, especially as these guidelines relate to juvenile detainees.

2. Healthcare. Lowndes County shall furnish nursing services within the Facility to the Starkville offenders sufficient for attending to minor illnesses and medical problems, evaluation to determine whether more extensive medical care is warranted, and the dispensing of medications. Lowndes County shall not accept any Starkville offenders suffering from lunacy, mental illness, or who have or will be prescribed psychotropic drugs.

3. Transportation. Starkville shall be responsible for transporting its offenders to and from the Facility, except in the case of medical or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of Starkville's

offenders shall be borne by Starkville. The Lowndes County Detention Center shall be responsible for making the Starkville offenders available promptly for transportation to court appearances and for other purposes upon timely requests therefor.

4. Cost. Starkville shall pay to Lowndes County a rate of \$125.00 per bed/per calendar day to always reserve a minimum of two (2) beds. To the extent additional space is available, Starkville may pay Lowndes County \$200.00 per bed/per calendar day to house additional offenders. All payments shall be timely made by Starkville by the 15th of the month following when the cost was incurred. Payments are to be mailed to the Lowndes County Sheriff's Department, 527 Martin Luther King, Jr., Dr., Columbus, MS 39701.

5. Admission. The Lowndes County Juvenile Detention Center reserves the right to refuse admittance of a juvenile due to physical or mental health concerns. Further, the Lowndes County Juvenile Detention Center may require a mental evaluation if there are reasonable grounds to suspect there may be mental health issues.

6. Designee. The Oktibbeha Youth Court shall name a designee or designees that shall have the authority to authorize custody of a juvenile and ensure that all applicable forms, paperwork, and information is completed prior to acceptance of a juvenile offender.

7. Duration and Termination. This Agreement shall remain in force and effect until Starkville or Lowndes County determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other a thirty (30) day written notice.

8. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

9. Amendment. No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

10. Authority. Each governing authority, as defined by § 17-13-5 of the Mississippi Code of 1972, Annotated, as amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Lowndes County, Mississippi and with the Secretary of State. This Agreement shall be effective upon approval by the governing bodies of Starkville and Lowndes County and the Attorney General of the State of Mississippi.

11. Force Majeure. In the event that Starkville or Lowndes County is delayed, hindered, or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado, or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the

performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

12. Assignment. This Agreement shall not be assigned except upon written agreement of all the parties.

13. Miscellaneous. The parties acknowledge that this Agreement contains the full, complete, and entire agreement between the parties regarding Starkville's reservation of a minimum of two (2) beds at the Facility and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

14. Notice. Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses:

STARKVILLE
Office of the Mayor
110 W. Main Street
Starkville, MS 39759

LOWNDES COUNTY
Lowndes County Board of Supervisors
505 2nd Ave. N.
Columbus, MS 39701

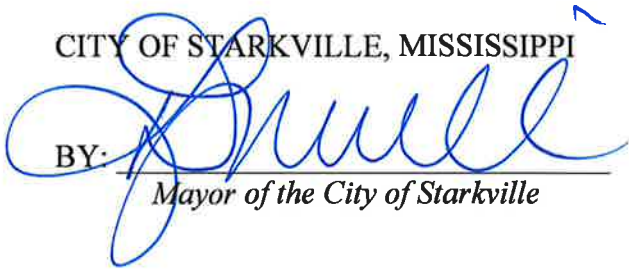
15. Exhibits. Attached as Exhibit "A" is Detention Center Policies that apply to juvenile detainees. Attached as Exhibit "B" is an information sheet that applies to all detainees. The Parties acknowledge the above attachments are to be followed and adhered to.

(((The rest of this page is left intentionally blank)))

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

DATED: 9-8-21

CITY OF STARKVILLE, MISSISSIPPI

BY: 

Mayor of the City of Starkville

DATED: _____

LOWNDES COUNTY, MISSISSIPPI

BY: _____

*President of Lowndes County
Board of Supervisors*

46. CONSIDERATION OF EIGHTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES RELATING TO CITY EMPLOYEES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES, FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE, FOR THE OPERATION OF THE MUNICIPALITY, AND FOR RELATED PURPOSES.

Alderman Sistrunk, duly seconded by Alderman Perkins, offered a motion approving the Eighth Resolution and the associated Covid 19 Vaccination Policy for City employees. 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: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

The Eighth Resolution and associated Covid 19 Vaccination Policy for City employees follows this page.

EIGHTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING ADDITIONAL MEASURES RELATING TO CITY EMPLOYEES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES, FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE, FOR THE OPERATION OF THE MUNICIPALITY, AND FOR RELATED PURPOSES

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic, which has been henceforth re-adopted by the Mayor and Board of Aldermen on a monthly basis; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen, ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency and for the Control of Infectious and Contagious Diseases and Related Purposes, related to the COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, since March 20, 2020, the Governor has issued a series of Executive Orders containing rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, since March 20, 2020, the City of Starkville, Mississippi, through the Mayor and Board of Aldermen, has issued a series of Resolutions declaring additional rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, the City of Starkville has reviewed the restrictions imposed by its Resolution adopted March 20, 2020, as well as subsequent Resolutions adopted by the City, including this Resolution, and has found those restrictions do not conflict with the terms of any Executive Order entered by the Governor; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, the emergence and risk of the spread of COVID-19 within Mississippi, particularly as it relates to the highly contagious Delta Variant, continues to constitute a public emergency that has resulted in substantial injury or harm to life and health within Mississippi, and in the City of Starkville, and COVID-19 has been detected in a substantial number of individuals in counties all over the State, including Oktibbeha County, Mississippi, and specifically within the City of Starkville's workforce; and

WHEREAS, the State of Mississippi and the City of Starkville continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public's safety, the operations of the City, and the social and economic welfare of this City, County, and State; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, the City of Starkville faces additional difficulties because of its large transient student population, such as a possible undercount of positive Oktibbeha County COVID-19 cases caused by students seeking medical attention near their permanent residence and/or through their parents' health insurance; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to

persons to such an extent that emergency measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville, and operations of the City; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville, after declaration of civil emergency and in the interest of the public safety and welfare, to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movement of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same; and

WHEREAS, *Jacobson v. Commonwealth of Mass.*, 197 U.S. 11 (1905), allows the City of Starkville to regulate the use of COVID-19 vaccines for its employees in order to safeguard the public health, safety, and welfare of the municipality, including the City's ability to operate and provide municipal services; and

WHEREAS, on August 23, 2021, the U.S. Food and Drug Administration approved the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first case of COVID-19 in Mississippi, and as of August 29, 2021, there were at least 435,611 confirmed cases in Mississippi of COVID-19, which have resulted in at least 8,361 deaths, and additional positive tests are anticipated; and

WHEREAS, as of August 29, 2021, there have been at least 6,245 confirmed cases of COVID-19 in Oktibbeha County, which have resulted in at least 111 deaths, and additional positive tests are anticipated; and

WHEREAS, from August 3, 2021 through August 16, 2021, there have been at least 1,246 confirmed cases in Oktibbeha county of COVID-19, which is an incidence rate up 12% from previous time periods; and

WHEREAS, as of August 31, 2021, there were 0 available ICU beds and 0 medical/surgical beds available at Oktibbeha County Hospital; of the ICU beds, 6 were occupied with people with COVID-19; and there were 17 total patients diagnosed with COVID-19 at OCH; out of the 17 total patients, 15 were unvaccinated and 2 were vaccinated; COVID patient days in August show 8% were vaccinated and 92% were unvaccinated; and

WHEREAS, in August 2021, thirty-five (35) City of Starkville employees missed work for COVID-19 related absences at a cost to the City of \$36,978.90 in overtime pay; and

WHEREAS, the employees of the City of Starkville are at will employees who serve at the will and pleasure of the Starkville Board of Aldermen and may be discharged by the Board of Aldermen at any time either with or without cause; and

WHEREAS, the Mayor and Board of Aldermen recognize and find that, according to statistics and guidelines published by the Mississippi State Department of Health, the effect COVID-19 is having on the City's workforce and the City as a whole, and in consultation with local medical professionals, protective measures are still needed to "flatten the curve," protect the health, safety, and welfare of Starkville's citizens, alleviate stress on the health infrastructure in Starkville and Oktibbeha County, and protect the health of the City's workforce and promote citizen trust through the continued, reliable and safe operation of municipal services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City adopts the COVID-19 Vaccination Policy for City Employees, attached and incorporated as Exhibit "A," as if fully set forth herein.

Section 2: The City, in consultation with the Oktibbeha County Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Starkville, Oktibbeha County, and local Mississippi State University communities, along with the City's workforce, and shall

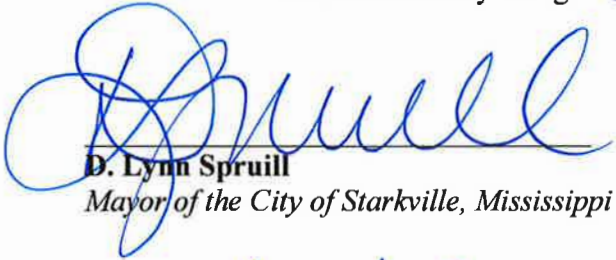
change restrictions and requirements in a phased manner as needed, or as they determine to be appropriate under circumstances presented to the City, upon consideration and approval by the Board of Aldermen. In the event a later peak in active COVID-19 cases is identified, the Mayor and Board shall consider whether further restrictions are necessary.

Section 3: The Mayor is empowered and authorized to interpret the terms of this Resolution, and any Policy incorporated and referenced herein. This Resolution shall be enforced through the City's Human Resources Department and Starkville Board of Aldermen.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Alderman Sistrunk moved for adoption of the Resolution, which motion was seconded by Alderman Perkins, said Resolution having been introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on September 3, 2021, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted:	nay
Alderman Sandra Sistrunk voted:	yea
Alderman Jeffrey Rupp voted:	yea
Alderman Michael Brooks voted:	yea
Alderman Hamp Beatty voted:	yea
Alderman Roy A. Perkins voted:	yea
Alderman Henry Vaughn voted:	nay


D. Lynn Spruill
Mayor of the City of Starkville, Mississippi


Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi





Navarrete Ashford
COO/HR Director

THE CITY OF STARKVILLE
PERSONNEL DEPARTMENT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525, ext. 3124
Fax: 662-323-2588
Email: n.ashford@cityofstarkville.org

September 7, 2021

CIRCULAR LETTER 2021-09

TO: All City Employees

FROM: Navarrete Ashford, COO/Human Resources Director

SUBJECT: COVID-19 VACCINATION POLICY

The City of Starkville is a workplace that protects the health and safety of its workers as well as the public. This is particularly important because the City's workforce serves the entire public of the City of Starkville, which includes some of our most vulnerable citizens, both young and old. During this COVID-19 pandemic, protecting the public and the City's employees has meant taking a number of measures such as working remotely, limiting public access to certain public spaces, and wearing masks.

Over the past several months, and as the Delta Variant of COVID-19 has endangered the City's workforce and the community at large, it has become abundantly clear that the best way the City can protect its workplace, its employees, and the general public, is by City employees receiving the COVID-19 vaccine. COVID-19 vaccines have proven to protect against serious illness from the novel coronavirus and lessen rates of transmission. Vaccines provide stronger, longer, and better protection against infection from the coronavirus than the antibodies a person produces after they've been infected with COVID-19.

It's for all of these reasons that the City urges you to vaccinate yourself against COVID-19.

In order to support City employees in getting vaccinated and to protect the employees and the public, effective immediately, the City will be implementing the following:

- Allowing healthcare agencies to provide multiple on-site vaccinations free of charge for all employees.

Unvaccinated Employees will adhere to the following:

- Require employees to wear a mask in all indoor locations on City property if they have not been fully vaccinated unless isolated in individual offices with the door closed. Employees who work outdoors who are not fully vaccinated must wear a mask in crowded spaces and when they are unable to maintain six (6) feet distance.
- Employees who have not taken the vaccine must use sick leave for those days off sick due to Covid related issues and days that include the requirement to quarantine. Donated time will not be allowed unless it is a catastrophic event.
- Charge an Insurance Surcharge of \$75, based on HIPAA rules for Wellness programs to take effect on December 01, 2021.

Vaccinated Employees:

- The City will offer paid leave for employees to get vaccinated, and an additional eight-hour day (8hrs), to rest if employees are not feeling well after the vaccination.
- Employees who have gotten the vaccine but get the virus or who must quarantine because of virus protocols will be able to do so with paid leave up to 5 days (40hrs).

Being fully and properly vaccinated under this Policy includes all individuals who have received:

- Two (2) doses in a 2-dose vaccine series, such as the Pfizer or Moderna vaccines; or
- One (1) dose in a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

If an employee does not meet these requirements such employee is NOT fully vaccinated in accordance with this Policy

COVID-19 vaccines are an important tool to help stop the pandemic, but they don't mean other precautionary measures should be abandoned. After vaccination, everyone in the workplace should continue to follow all current guidance to protect themselves and others, staying at least 6 feet away from others, avoiding crowds, and cleaning hands often.

We understand some individuals may still have questions about the COVID-19 vaccine. We recommend visiting the CDC's page [Myths and Facts About COVID-19 Vaccines](#) for more information.

Compliance:

Employees' failure to meet the expectations/requirements of this policy will be considered unacceptable unprofessional behavior, which may result in disciplinary action up to and including termination, with or without any written warnings.

Please feel free to reach out to HR with any questions you may have.

47. CONSIDERATION OF NEGOTIATING A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.

John Sparks of SFNetwork Management discussed the proposal of SFNetwork assuming management of the current Starkville Park system, as well as their current contract for Cornerstone Park.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion approving the Mayor to begin negotiating a contract with Sports Facilities Management to manage all the parks within 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.

48. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2021-2022 TAX MILLAGE RESOLUTION OF 30.13 FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion approving the fiscal year 2021 – 2022 tax millage Resolution of 30.13 for 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.

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2022
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, MS Code Ann. Section 21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville have determined and have so publicly noticed that the millage rate for the fiscal year 2022 will be set at the rate of 30.13 mills. Of that 30.13 mills, 17.59 mills will be designated for general revenue purposes and improvements, 11.55 mills for Municipal Bonds and Interest thereon pursuant to MS Code Ann. Section 21-33-45, 0.25 mills for the Starkville Fire Department pursuant to MS Code Ann. Section 83-1-37 and 0.74 mills for the Starkville Library pursuant to MS Code Ann. 39-3-7 for a total of 30.13 mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 30.13 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities, and making other improvements to develop and promote the growth of said Downtown Business District, pursuant to the authority of Senate Bill number 1601. 969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, This, the 7th Day of September 2021.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk / CFO

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 7th day of September, 2021, in a regular meeting held at 5:30 p.m. in the Municipal Court Room of Starkville City Hall.

City Clerk / CFO

49. CONSIDERATION OF THE FISCAL YEAR 2021-2022 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the fiscal year 2021 – 2022 budget for the City of Starkville as proposed. 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 budget follows this page.

50. CONSIDERATION OF AN APPEAL OF THE DENIAL OF THE BUILDING DESIGN PLAN BY THE INDEPENDENT CONSULTANT AS PART OF ARCHITECTURE REVIEW FOR THE PROPOSED TRIANGLE CROSSING SHOPPING CENTER LOCATED AT 601 HIGHWAY 12 WEST.

City Planner Daniel Havelin presented an appeal of the decision to deny the proposed building design plan by the independent consultant as part of Architecture Review process. The applicant, MJM Architects on behalf of Castle Starkville LLC, submitted the building design plan in accordance with requirements of Section 3.10 of the Unified Development Code. During the course of the review, the independent consultant required several things to be modified. The applicant addressed all but one of the requirements. The applicant chose to seek a Special Exception to allow the proposed canopy color of Ulta.

Mathew Root, architect for the developer, appeared before the Mayor and Board. He noted Ulta has a recognizable brand and design for certain sized markets and the proposed orange color is their standard for this size market.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion approving the appeal of the building design plan by the independent consultant as part of Architecture Review for the proposed Triangle Crossing Shopping Center located at 601 Highway 12 West. 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING THE
ANNUAL BUDGET FOR FISCAL YEAR 2022**

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

1. The City has prepared a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and a statement showing the aggregate revenues collected by the City during the current year for municipal purposes, pursuant to Miss. Code Ann. § 21-35-5.
2. The City's budget, containing the statement of said revenues, expenses, and working cash balances, has been noticed and published pursuant to the requirements of Miss. Code Ann. § 21-35-5.
3. The City has held at least one public hearing on the proposed annual budget, providing the general public with the opportunity to comment on the taxing and spending plan incorporated in the proposed budget, pursuant to the requirements of Miss. Code Ann. § 21-35-5.

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

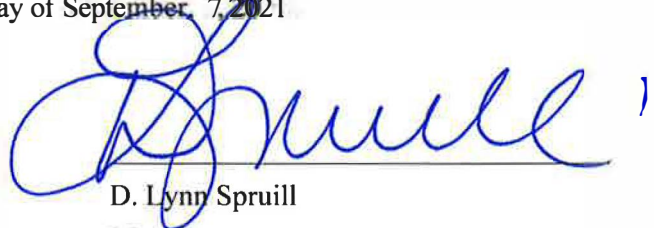
SECTION 1. The City of Starkville hereby adopts its annual budget for FY 2022 as noticed, published, and presented to the Board of Aldermen during its regular meeting on September 7, 2021, and which is attached and incorporated hereto as if fully referenced herein, pursuant to Miss. Code Ann. § 21-35-9.

Alderman Sistrunk moved and Alderman Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

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

Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye
Voted: aye

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of September, 7, 2021.


D. Lynn Spruill

Mayor, City of Starkville, Mississippi

Attest:



Lesa Hardin, City Clerk / CFO



Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	0.00	0.00	-8,340,000.00	100.00 %
206 - LIEU OF TAXES	805,500.00	805,500.00	0.00	0.00	-805,500.00	100.00 %
220 - LICENSES AND PERMITS	259,000.00	259,000.00	0.00	0.00	-259,000.00	100.00 %
230 - INTERGOVERNMENTAL REVENUES	12,167,385.00	12,167,385.00	0.00	0.00	-12,167,385.00	100.00 %
250 - GRANTS	107,900.00	107,900.00	0.00	0.00	-107,900.00	100.00 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	0.00	0.00	-24,500.00	100.00 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	0.00	0.00	-462,500.00	100.00 %
340 - MISCELLANEOUS	581,750.00	581,750.00	0.00	0.00	-581,750.00	100.00 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	0.00	0.00	-4,920,000.00	100.00 %
631 - ODDFELLOWS	10,500.00	10,500.00	0.00	0.00	-10,500.00	100.00 %
Department: 000 - UNDESIGNATED Total:	27,680,535.00	27,680,535.00	0.00	0.00	-27,680,535.00	100.00 %
Revenue Total:	27,680,535.00	27,680,535.00	0.00	0.00	-27,680,535.00	100.00 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	0.00	0.00	204,100.00	100.00 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	0.00	0.00	220,600.00	100.00 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	345,130.00	0.00	0.00	345,130.00	100.00 %
500 - SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	0.00	0.00	78,500.00	100.00 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	456,630.00	0.00	0.00	456,630.00	100.00 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	0.00	0.00	92,950.00	100.00 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	0.00	0.00	92,950.00	100.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,120.00	0.00	0.00	153,120.00	100.00 %
500 - SUPPLIES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	0.00	0.00	151,000.00	100.00 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,820.00	0.00	0.00	305,820.00	100.00 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	336,400.00	0.00	0.00	336,400.00	100.00 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
600 - CONTRACTUAL SERVICES	118,250.00	118,250.00	0.00	0.00	118,250.00	100.00 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
Department: 123 - IT Total:	545,150.00	545,150.00	0.00	0.00	545,150.00	100.00 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	444,482.00	0.00	0.00	444,482.00	100.00 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	559,482.00	0.00	0.00	559,482.00	100.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
500 - SUPPLIES	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	0.00	0.00	23,500.00	100.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	0.00	0.00	37,000.00	100.00 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	0.00	0.00	69,945.00	100.00 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	0.00	0.00	69,945.00	100.00 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	0.00	0.00	235,000.00	100.00 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	0.00	0.00	235,000.00	100.00 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	307,383.00	0.00	0.00	307,383.00	100.00 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	0.00	0.00	50,750.00	100.00 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	361,133.00	0.00	0.00	361,133.00	100.00 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	178,240.00	0.00	0.00	178,240.00	100.00 %
500 - SUPPLIES	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	0.00	0.00	122,150.00	100.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 190 - CITY PLANNER Total:	321,490.00	321,490.00	0.00	0.00	321,490.00	100.00 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	136,940.00	0.00	0.00	136,940.00	100.00 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	136,940.00	0.00	0.00	136,940.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	0.00	0.00	89,500.00	100.00 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	98,586.00	0.00	0.00	98,586.00	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	0.00	66,928.00	100.00 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	120,928.00	120,928.00	0.00	0.00	120,928.00	100.00 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
631 - ODDFELLOWS	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	0.00	0.00	46,000.00	100.00 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	406,430.00	0.00	0.00	406,430.00	100.00 %
500 - SUPPLIES	6,150.00	6,150.00	0.00	0.00	6,150.00	100.00 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	0.00	0.00	20,900.00	100.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 197 - ENGINEERING Total:	443,480.00	443,480.00	0.00	0.00	443,480.00	100.00 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,518,290.00	0.00	0.00	4,518,290.00	100.00 %
500 - SUPPLIES	452,500.00	452,500.00	0.00	0.00	452,500.00	100.00 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	0.00	0.00	564,750.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	47,885.00	47,885.00	0.00	0.00	47,885.00	100.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	0.00	147,000.00	100.00 %
900 - CAPITAL OUTLAY	127,700.00	127,700.00	0.00	0.00	127,700.00	100.00 %
Department: 201 - POLICE DEPARTMENT Total:	5,858,125.00	5,858,125.00	0.00	0.00	5,858,125.00	100.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	290,500.00	0.00	0.00	290,500.00	100.00 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 245 - DISPATCHERS Total:	292,000.00	292,000.00	0.00	0.00	292,000.00	100.00 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	103,210.00	0.00	0.00	103,210.00	100.00 %
500 - SUPPLIES	2,750.00	2,750.00	0.00	0.00	2,750.00	100.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	110,960.00	0.00	0.00	110,960.00	100.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	134,230.00	0.00	0.00	134,230.00	100.00 %
Department: 254 - DUI GRANT Total:	134,230.00	134,230.00	0.00	0.00	134,230.00	100.00 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,222,685.00	0.00	0.00	4,222,685.00	100.00 %
500 - SUPPLIES	133,750.00	133,750.00	0.00	0.00	133,750.00	100.00 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	0.00	0.00	276,500.00	100.00 %
800 - DEBT SERVICE	99,350.00	99,350.00	0.00	0.00	99,350.00	100.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	4,782,285.00	0.00	0.00	4,782,285.00	100.00 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	263,390.00	0.00	0.00	263,390.00	100.00 %
500 - SUPPLIES	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
800 - DEBT SERVICE	6,935.00	6,935.00	0.00	0.00	6,935.00	100.00 %
Department: 281 - BUILDING/CODES OFFICE Total:	294,325.00	294,325.00	0.00	0.00	294,325.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	100.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	18,150.00	0.00	0.00	18,150.00	100.00 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	938,370.00	0.00	0.00	938,370.00	100.00 %
500 - SUPPLIES	183,750.00	183,750.00	0.00	0.00	183,750.00	100.00 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	0.00	0.00	589,500.00	100.00 %
800 - DEBT SERVICE	98,675.00	98,675.00	0.00	0.00	98,675.00	100.00 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,870,295.00	0.00	0.00	1,870,295.00	100.00 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	94,180.00	0.00	0.00	94,180.00	100.00 %
500 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	0.00	0.00	5,550.00	100.00 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	0.00	0.00	185,000.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	288,230.00	288,230.00	0.00	0.00	288,230.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	0.00	0.00	1,065,310.00	100.00 %
500 - SUPPLIES	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	0.00	0.00	467,100.00	100.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	100.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,745,366.00	0.00	0.00	1,745,366.00	100.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	0.00	0.00	2,355,000.00	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	2,365,000.00	0.00	0.00	2,365,000.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	0.00	64,000.00	100.00 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	0.00	0.00	270,000.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	334,000.00	334,000.00	0.00	0.00	334,000.00	100.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	0.00	0.00	2,662,412.00	100.00 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,662,412.00	0.00	0.00	2,662,412.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,845,023.00	0.00	0.00	2,845,023.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,845,023.00	0.00	0.00	2,845,023.00	100.00 %
Expense Total:	27,680,535.00	27,680,535.00	0.00	0.00	27,680,535.00	100.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	0.00	0.00	-11,500.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	21,500.00	0.00	0.00	-21,500.00	100.00 %
Revenue Total:	21,500.00	21,500.00	0.00	0.00	-21,500.00	100.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
Expense Total:	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	0.00	0.00	-139,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	269,000.00	0.00	0.00	-269,000.00	100.00 %
Revenue Total:	269,000.00	269,000.00	0.00	0.00	-269,000.00	100.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
800 - DEBT SERVICE	263,250.00	263,250.00	0.00	0.00	263,250.00	100.00 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	269,000.00	0.00	0.00	269,000.00	100.00 %
Expense Total:	269,000.00	269,000.00	0.00	0.00	269,000.00	100.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	0.00	-70,951.00	100.00 %
340 - MISCELLANEOUS	30,500.00	30,500.00	0.00	0.00	-30,500.00	100.00 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	0.00	0.00	-509,250.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,310,701.00	0.00	0.00	-1,310,701.00	100.00 %
Revenue Total:	1,310,701.00	1,310,701.00	0.00	0.00	-1,310,701.00	100.00 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	0.00	0.00	170,300.00	100.00 %
500 - SUPPLIES	419,000.00	419,000.00	0.00	0.00	419,000.00	100.00 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	0.00	0.00	104,850.00	100.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	100.00 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,310,701.00	0.00	0.00	1,310,701.00	100.00 %
Expense Total:	1,310,701.00	1,310,701.00	0.00	0.00	1,310,701.00	100.00 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	0.00	0.00	-145,556.00	100.00 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	0.00	0.00	-145,556.00	100.00 %
Revenue Total:	145,556.00	145,556.00	0.00	0.00	-145,556.00	100.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	0.00	49,414.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	0.00	0.00	96,142.00	100.00 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	0.00	0.00	145,556.00	100.00 %
Expense Total:	145,556.00	145,556.00	0.00	0.00	145,556.00	100.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,800,000.00	0.00	0.00	-2,800,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,100,000.00	0.00	0.00	-3,100,000.00	100.00 %
Revenue Total:	3,100,000.00	3,100,000.00	0.00	0.00	-3,100,000.00	100.00 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,564,361.00	0.00	0.00	1,564,361.00	100.00 %
500 - SUPPLIES	240,500.00	240,500.00	0.00	0.00	240,500.00	100.00 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	0.00	0.00	844,600.00	100.00 %
800 - DEBT SERVICE	298,702.00	298,702.00	0.00	0.00	298,702.00	100.00 %
900 - CAPITAL OUTLAY	151,837.00	151,837.00	0.00	0.00	151,837.00	100.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,100,000.00	0.00	0.00	3,100,000.00	100.00 %
Expense Total:	3,100,000.00	3,100,000.00	0.00	0.00	3,100,000.00	100.00 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	0.00	0.00	-440,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	0.00	0.00	-441,000.00	100.00 %
Revenue Total:	441,000.00	441,000.00	0.00	0.00	-441,000.00	100.00 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	100.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	100.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	100.00 %
Expense Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	100.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	0.00	0.00	-90,000.00	100.00 %
Revenue Total:	90,000.00	90,000.00	0.00	0.00	-90,000.00	100.00 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
Expense Total:	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 120 - MODERIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Revenue Total:	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
Expense Total:	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
Fund: 120 - MODERIZATION USE TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	702,500.00	0.00	0.00	-702,500.00	100.00 %
Revenue Total:	702,500.00	702,500.00	0.00	0.00	-702,500.00	100.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	0.00	0.00	702,500.00	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	702,500.00	0.00	0.00	702,500.00	100.00 %
Expense Total:	702,500.00	702,500.00	0.00	0.00	702,500.00	100.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	3,153,333.10	3,153,333.10	0.00	0.00	-3,153,333.10	100.00 %
Department: 000 - UNDESIGNATED Total:	3,153,333.10	3,153,333.10	0.00	0.00	-3,153,333.10	100.00 %
Revenue Total:	3,153,333.10	3,153,333.10	0.00	0.00	-3,153,333.10	100.00 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	3,150,333.10	3,150,333.10	0.00	0.00	3,150,333.10	100.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	3,153,333.10	3,153,333.10	0.00	0.00	3,153,333.10	100.00 %
Expense Total:	3,153,333.10	3,153,333.10	0.00	0.00	3,153,333.10	100.00 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 310 - LINKAGE TAP PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
Revenue Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Expense Total:	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	1,001,500.00	0.00	0.00	-1,001,500.00	100.00 %
Revenue Total:	1,001,500.00	1,001,500.00	0.00	0.00	-1,001,500.00	100.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
900 - CAPITAL OUTLAY	996,500.00	996,500.00	0.00	0.00	996,500.00	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	1,001,500.00	0.00	0.00	1,001,500.00	100.00 %
Expense Total:	1,001,500.00	1,001,500.00	0.00	0.00	1,001,500.00	100.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	0.00	0.00	-1,825,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,325,000.00	0.00	0.00	-3,325,000.00	100.00 %
Revenue Total:	3,325,000.00	3,325,000.00	0.00	0.00	-3,325,000.00	100.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	0.00	0.00	1,487,955.00	100.00 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	100.00 %
950 - TRANSFERS	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,325,000.00	0.00	0.00	3,325,000.00	100.00 %
Expense Total:	3,325,000.00	3,325,000.00	0.00	0.00	3,325,000.00	100.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Revenue Total:	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Expense						
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	0.00	0.00	900,000.00	100.00 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	100.00 %
Department: 318 - MS182/MLK Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Expense Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	18,000,000.00	0.00	0.00	-18,000,000.00	100.00 %
Revenue Total:	18,000,000.00	18,000,000.00	0.00	0.00	-18,000,000.00	100.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	0.00	0.00	913,466.00	100.00 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	0.00	0.00	17,086,534.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	18,000,000.00	0.00	0.00	18,000,000.00	100.00 %
Expense Total:	18,000,000.00	18,000,000.00	0.00	0.00	18,000,000.00	100.00 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Revenue Total:	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Department: 300 - STREET DEPARTMENT Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Expense Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	0.00	0.00	0.00
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
120 - MODERIZATION USE TAX	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	0.00	0.00	0.00
309 - AMERICAN RELIEF FUND	0.00	0.00	0.00	0.00	0.00
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	0.00	0.00	0.00
380 - PARK BONDS 2020	0.00	0.00	0.00	0.00	0.00
700 - STARK/HOSPITAL ROAD EXPAN	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2022 (10/2021-9/2022)**

	Total 2021 Budget as Amended	Total 2022 Budget
<u>Revenues</u>		
1 Water Sales Revenues	\$ 4,000,000	\$ 4,000,000
2 Sewer Sales Revenues	3,500,000	3,500,000
Total Sales Revenues	\$ 7,500,000	\$ 7,500,000
3 Forfeited Customer Discounts	120,000	120,000
4 Misc. Service Revenue	50,000	45,000
5 Interest Income	10,000	10,000
6 Tap Fees	150,000	150,000
7 Tower Lease	356,180	356,000
8 MSU Wastewater Treatment Income	1,097,542	1,350,000
9 Wastewater Revenue	20,000	20,000
10 Federal & State Grant Revenue	1,451,160	-
Total Other Revenues	\$ 3,254,882	\$ 2,051,000
Total Revenues	\$ 10,754,882	\$ 9,551,000
<u>Expenses</u>		
<u>Payroll Expenses</u>		
11 Employee Wages	\$ 1,070,000	\$ 1,085,000
12 Employee Overtime	120,000	120,000
13 Employer Contribution - Retirement	207,060	209,670
14 Employer Contribution - Social Security	91,035	92,183
15 Employer Contribution - Insurance	138,000	140,000
16 Payroll Expense from Other Departments	550,000	650,000
Total Payroll Expenses	\$ 2,176,095	\$ 2,296,853
<u>Operating Expenses</u>		
17 City Administrative Costs Reimbursement	\$ 75,000	\$ 75,000
18 Rental Allocation to Electric Dept	160,000	160,000
19 Billing Services	150,000	150,000
20 Insurance	70,000	70,000
21 Communications	60,000	60,000
22 Travel & Training	10,000	10,000
23 Dues	3,000	3,000
24 Office Supplies	20,000	20,000
25 Uniforms	20,000	20,000
26 Advertising	2,000	2,000
27 Utilities	800,000	820,000
28 Rent	2,000	1,000
29 Miscellaneous Expense	10,000	10,000
Total Operating Expenses	\$ 1,382,000	\$ 1,401,000



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2022 (10/2021-9/2022)**

	Total 2021 Budget as Amended	Total 2022 Budget
<u>Maintenance Expenses</u>		
30 Materials & Supplies	\$ 700,000	\$ 700,000
31 Gas & Oil Expense	60,000	60,000
34 Chemicals	120,000	120,000
35 Contract Services	215,000	250,000
39 Water Quality Analysis	50,000	50,000
40 Tank & Well Maintenance	100,000	100,000
41 Repairs & Maintenance - Infrastructure	400,000	500,000
42 Repairs & Maintenance - Shop	100,000	100,000
43 Repairs & Maintenance - Equipment	300,000	300,000
44 MSU Pump Operations & Maintenance	757,915	800,000
45 Remote Pump Station Maintenance	40,000	40,000
Total Maintenance Expenses	\$ 2,842,915	\$ 3,020,000
<u>Capital Expenses</u>		
50 Infrastructure Improvements	\$ 2,390,000	\$ 1,465,000
51 Asset Purchases - Building & Grounds	25,000	25,000
52 Asset Purchases - Equipment & Vehicles	80,000	150,000
Total Capital Expenses	\$ 2,495,000	\$ 1,640,000
<u>Debt Expenses</u>		
60 Interest Expense on LTD	\$ 445,363	\$ 420,637
61 Principal Paid on LTD	1,051,525	1,080,751
Total Debt Expenses	\$ 1,496,888	\$ 1,501,388
Total Expenses	\$ 10,392,898	\$ 9,859,241
Transfer from Beginning Retained Earnings	\$ -	\$ 308,241
Total Revenues Over Expenses	\$ 361,984	\$ -

<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>		
50A Wastewater Biosolids Project	\$ 4,500,000	\$ -
50B SCADA Wastewater Upgrades	50,000	300,000
50C Green Oaks Water & Sewer Replacement	1,500,000	350,000
50D Trim Cane Lift Station Rehab	445,000	
50E Babylon Road Sewer Rehab	620,000	
50F Rolling Hills Sewer Rehab	100,000	450,000
50G New Production Well	-	50,000
50H Build Grant Hwy 182 Improvements	-	400,000
50R Major Construction and Rehab Work	275,000	845,000
Total	\$ 7,490,000	\$ 2,395,000
Less: Debt Funding Capital Projects	(5,100,000)	(930,000)
Capital Expense Net of Long-Term Debt	\$ 2,390,000	\$ 1,465,000



**Starkville Utilities – Electric Department
Board Budget Year 2022 (10/2021-9/2022)**

	Total 2021 Budget as Amended	Total 2022 Budget
<u>Revenues</u>		
1 Electric Sales	\$ 38,745,000	\$ 41,270,000
2 Forfeited Customer Discounts	250,000	250,000
3 Misc. Service Revenue	250,000	250,000
4 Interest Income	15,000	15,000
5 Rent from Electric Property	315,000	315,000
6 Water Sewer Reimbursement	900,000	1,000,000
7 Sanitation Reimbursement	75,000	75,000
8 City Reimbursement for Lights	12,000	12,000
Other Revenues	\$ 1,817,000	\$ 1,917,000
Total Revenues	\$ 40,562,000	\$ 43,187,000

Expenses

9 Purchased Power Expense	\$ 30,050,000	\$ 32,695,000
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Payroll Expenses

10 Employee Salaries	\$ 1,820,000	\$ 1,990,300
11 Employee Overtime	100,000	100,000
12 Employer Contributions - State Retirement	334,080	363,712
13 Employer Contributions - Social Security	146,880	159,908
14 Employer Contributions - Group Insurance	175,000	185,000
15 Payroll Expense from Other Departments	55,000	55,000
Total Payroll Expenses	\$ 2,630,960	\$ 2,853,920

Operating Expenses

16 City Administrative Cost Reimbursement	\$ 125,000	\$ 135,000
17 Billing Services	325,000	325,000
18 Insurance	220,000	220,000
19 Communications	95,000	95,000
20 Travel & Training	45,000	45,000
21 Dues	50,000	50,000
22 Office Supplies	50,000	60,000
23 Safety Supplies	25,000	25,000
24 Uniforms	30,000	30,000
25 Audit	20,000	20,000
26 Collection & Bank Fees	15,000	15,000
27 Advertising	6,000	6,000
28 Utilities	10,000	15,000
29 Rent	3,000	3,000
30 Postage	8,000	8,000
Total Operating Expenses	\$ 1,027,000	\$ 1,052,000



**Starkville Utilities – Electric Department
Board Budget Year 2022 (10/2021-9/2022)**

	Total 2021 Budget as Amended	Total 2022 Budget
<u>Maintenance Expenses</u>		
31 Auto Repair Parts & Supplies	\$ 210,000	\$ 210,000
32 Expensed Materials & Supplies	265,000	265,000
33 Substation Repairs & Supplies	75,000	75,000
34 Row Clearing	370,000	370,000
35 Contract Services	400,000	455,000
37 General Maintenance	50,000	50,000
38 Building Maintenance	50,000	50,000
Total Maintenance Expenses	\$ 1,420,000	\$ 1,475,000
<u>Capital Expenses</u>		
50 Capitalized Materials & Supplies	\$ 1,000,000	\$ 1,000,000
51 Capitalized Contract Services	100,000	100,000
52 Asset Purchases - Building & Grounds	2,025,000	25,000
53 Asset Purchases - Equipment & Vehicles	75,000	610,000
54 Capital Projects & Construction	2,456,490	3,949,523
Total Capital Expenses	\$ 5,656,490	\$ 5,684,523
<u>Debt Expenses</u>		
60 Interest Expense on LTD	\$ 262,159	\$ 154,813
61 Principal Paid on LTD	945,000	470,000
Total Debt Expenses	\$ 1,207,159	\$ 624,813
62 Tax Equivalency	\$ 1,365,000	\$ 1,365,000
Total Expenses	\$ 43,356,609	\$ 45,750,256
Transfer from Beginning Retained Earnings	\$ 2,794,609	\$ 2,563,256
Total Revenues Over Expenses	\$ -	\$ (0)
<u>Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>		
54A Capital Projects - Substation	3,482,330	1,504,523
54B Capital Projects - Transmission	-	-
54C Capital Projects - Distribution	300,000	1,825,000
54D Capital Projects - Street Lighting	-	570,000
54E Capital Projects - Traffic Signals	80,000	50,000
54F Capital Projects - Special Projects	100,000	-
Total	3,962,330	3,949,523
Less: Bond Proceeds Funding Capital Projects	(1,505,840)	-
54 Net Capital Expense Funding from Long-Term Debt	2,456,490	3,949,523

51. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON THE ADOPTION OF AN ORDINANCE TO ADDRESS ALLOWING GOLF CARTS AND LOW SPEED VEHICLES TO OPERATE ON CERTAIN PUBLIC CITY STREETS IN ACCORDANCE WITH MS LEGISLATION 2021 SB 2605.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to call for public hearings on the adoption of an Ordinance to address allowing golf carts and low speed vehicles to operate on certain public city streets in accordance with MS Legislation 2021 SB 2605. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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.

52. CONSIDERATION OF MASK MANDATE AT ESSENTIAL BUSINESSES.

Alderman Beatty stated that MSU currently has an indoor mask mandate and he would like to monitor the data and bring the topic back if the virus rates continue to increase. Mayor Spruill asked COO Nav Ashford to monitor the daily case rates and notify her and the Board of any significant increases in cases.

53. DISCUSSION OF ARPA FUNDS.

Following discussion on the American Rescue Plan Act funds received by the City of Starkville and Federal regulations concerning the spending of the funds, the Mayor and Board agreed to call a Special Call Meeting the following week devoted solely to the discussion of the funds.

54. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 30, 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	\$ 1,067,867.82
Restricted Police Fund	002	110.98

Restricted Fire Fund	003	1,555.67
Airport Fund	015	20,839.69
Restricted Airport	016	7,029.10
Sanitation	022	33,690.89
Computer Assessments	107	13,687.54
Industrial Park Bond	303	57,251.25
American Relief Fund	309	800.00
Linkage TAP Project	310	166,363.97
Public Improv Bonds 2018	319	23,478.32
Park and Rec Tourism	375	9,117.00
BUILD Grant	377	73,387.48
Park Bond - 2020	380	638,571.06
Trust and Agency	610	30,680.79
Econ Dev, Tourism, Conv	630	99,745.88
Sub Total Before Utilities		\$ 2,244,177.44
Utilities Dept.	SED	726,997.38
Total Claims	Total	\$ 2,971,174.82

55. 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 Rupp, seconded by Alderman Vaughn, 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.

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

Alderman Vaughn offered a motion to return to open session. Alderman Rupp 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 after allowing the public time to enter the room, made the announcement of the Board's decision to not enter into Executive Session.

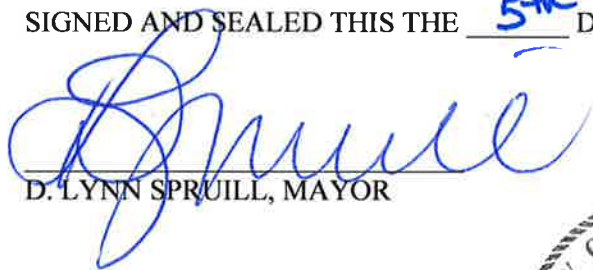
57. MOTION TO RECESS UNTIL SEPTEMBER 21, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until September 21, 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 5th DAY OF Oct., 2021.


D. LYNN SPRUILL, MAYOR



Attest:


LESA HARDIN, CITY CLERK