



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 5, 2021**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

**COO / Human
Resources Director**
Navarrete Ashford

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

City Engineer
Edward Kemp

Technology Director
Joel Clements, Jr.

Court Clerk
Leigh-Anne Sallis

**Park and Recreation
Director**
Brandon Doherty

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

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, OCTOBER 5, 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 SEPTEMBER 7, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 16, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Introduction

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF THE PROPOSED ADOPTION OF A GOLF CART OR LOW SPEED VEHICLE ORDINANCE

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 6 WITH PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 WITH PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY

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

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE CONTRACT TO MANAGE AND OPERATE THE CITY OF STARKVILLE PARKS AND RECREATION PROPERTIES/DEPARTMENT WITH SPORTS FACILITIES MANAGEMENT (SFM).
- B. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH KIMLEY-HORN FOR THE DEVELOPMENT OF PLANS FOR THE PARKS LOCATED IN OR IMPACTING QUALIFIED CENSUS TRACTS WITH THE FUNDING COMING FROM ARPA FUNDS.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT CONSULTANTS, LLC FOR THE REPRESENTATION OF THE CITY WITH STATE AND FEDERAL LEGISLATION OFFICIALS.
- B. CONSIDERATION OF APPOINTING CHRISTOPHER SMILEY TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY TO COMPLETE THE UNEXPIRED TERM OF CALVIN WARE SET TO EXPIRE ON DECEMBER 31, 2021 AND REAPPOINTING CHRIS SMILEY AND EDWARD KEMP TO THE JANUARY 1, 2022 TO DECEMBER 31, 2026 TERMS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2021 FOR FISCAL YEARS ENDING 9/30/21 AND 9/30/22, 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 2021 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

3. REQUEST APPROVAL OF FY 21 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE 3 RADIOS AT A COST OF \$5,122.50 FROM TELETEC COMMUNICATIONS, AS A SOLE SOURCE IN THAT THE RADIOS INTEGRATE WITH EXISTING EQUIPMENT, WITH \$4,098.00 (80%) TO BE REIMBURSED WITH A GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ANDREW CASTELLANOS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT.
2. REQUEST AUTHORIZATION TO HIRE NOAH STUCKLESS AS AN ENTRY LEVEL FIREFIGHTER.

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 PURCHASE FUSUS REAL-TIME CRIME CENTER IN THE CLOUD AS A SOLE-SOURCE PURCHASE FROM FUSUS, AT A TOTAL COST OF \$195,000 PAID OVER THREE YEARS.

2. CODE COMPLIANCE

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 19, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 10-5-21
PAGE: 1 of 168

SUBJECT: Request approval of the minutes of the September 7, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 7, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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

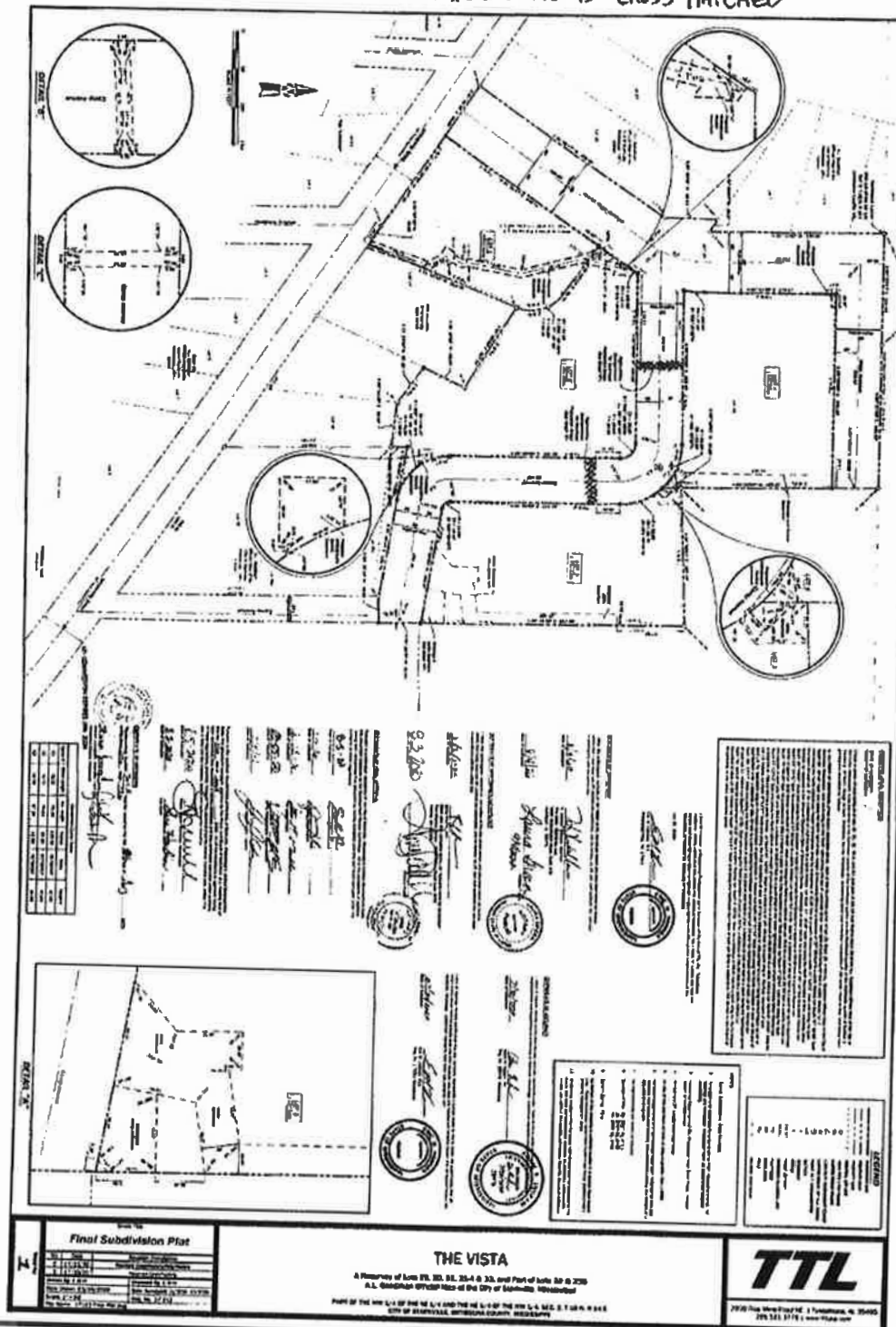
Legal Description of Land owned by Vista

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

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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

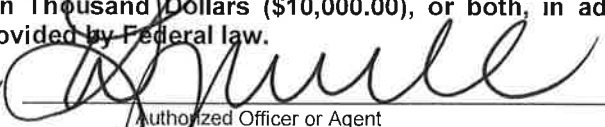
George M. Bryan Field

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

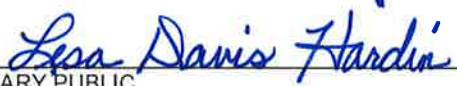
Printed Name of Authorized Officer or Agent of Recipient

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 projects. 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)

Name D. Lynn Spruill
(Please Type or Print)

Title Mayor, City of Starkville, MS



ATTEST:

(SEAL)


(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					
---------------------------------	-------------------------	--	--	--	--	--

(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			
3x1CMPaspcoatedw/invert	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/invt	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/invt	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/invt	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/invt	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 (TOTES \$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

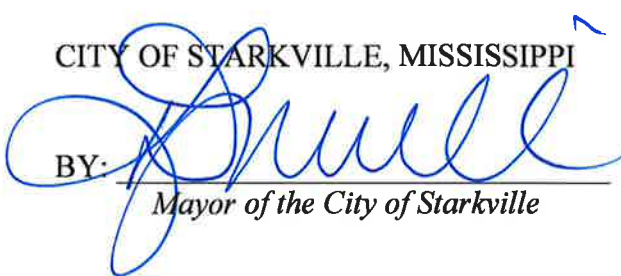
15. Exhibits. Attached as Exhibit "A" is Detention Center Policies that apply to juvenile detainees. Attached as Exhibit "B" is an information sheet that applies to all detainees. The Parties acknowledge the above attachments are to be followed and adhered to.

(((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

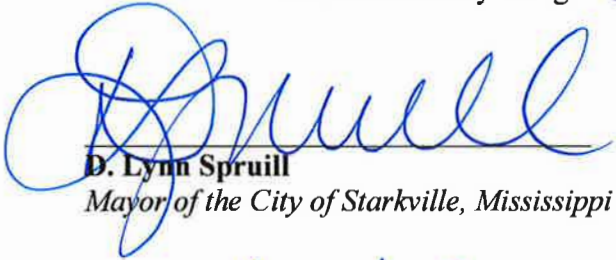
change restrictions and requirements in a phased manner as needed, or as they determine to be appropriate under circumstances presented to the City, upon consideration and approval by the Board of Aldermen. In the event a later peak in active COVID-19 cases is identified, the Mayor and Board shall consider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

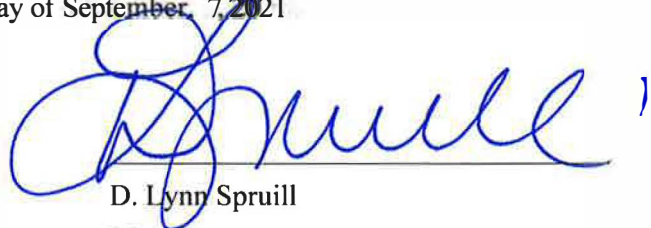
SECTION 1. The City of Starkville hereby adopts its annual budget for FY 2022 as noticed, published, and presented to the Board of Aldermen during its regular meeting on September 7, 2021, and which is attached and incorporated hereto as if fully referenced herein, pursuant to Miss. Code Ann. § 21-35-9.

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 David Little
Alderman Jason Walker
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

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: 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

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
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 %

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: 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

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: 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 %

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: 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 %

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: 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 _____ DAY OF _____, 2021.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 16, 2021 AT 2:00 P.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on September 16, 2021 at 2:00 p.m. in the 2nd Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffery Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Clerk Lesa Hardin. City Attorney Chris Latimer appeared telephonically.

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

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE
THURSDAY, SEPTEMBER 16, 2021 AT 2:00 P.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF
1972, AS AMENDED, NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF STARKVILLE TO BE HELD IN THE MUNICIPAL COURT ROOM OF
STARKVILLE CITY HALL, 110 WEST MAIN STREET
ON SEPTEMBER 16, 2021 AT 2:00 P.M.
STARKVILLE, MISSISSIPPI 39759

The specific subject of the meeting is as follows:

**DISCUSSION OF THE USE OF THE AMERICAN RESCUE PLAN ACT FUNDS
ALLOCATED FOR USE BY THE CITY OF STARKVILLE**

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

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

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

Following the Board's discussion on the rules and regulations of the American Rescue Plan Act Funds and potential areas in which to allocate the funds, the Mayor declared the meeting adjourned.

SIGNED AND SEALED THIS THE ____ DAY OF _____, 2021.

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)



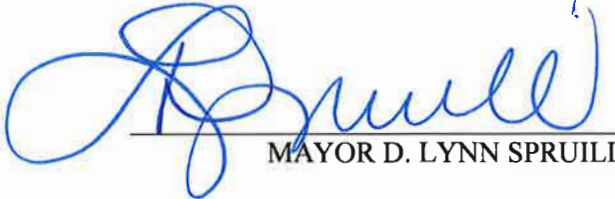
**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF STARKVILLE
THURSDAY, SEPTEMBER 16, 2021 AT 2:00 P.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES
HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE HELD IN THE
CONFERENCE ROOM ON THE SECOND FLOOR ROOM
OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON THURSDAY, SEPTEMBER 16, 2021 AT 2:00 P.M.
STARKVILLE, MISSISSIPPI 39759.

The Press and Public are invited to view via Facebook Live
or on the City website: www.cityofstarkville.org

The specific subject of the meeting is as follows:

**DISCUSSION OF THE USE OF THE AMERICAN RESCUE
PLAN ACT FUNDS ALLOCATED FOR USE BY
THE CITY OF STARKVILLE**


MAYOR D. LYNN SPRUILL

Date / Time Signed: SEPTEMBER 13, 10:00 a.m.

The above notice was executed by a Police Officer of the City of Starkville, Mississippi; via electronic transmission – email; and with said notice displayed on the front door of City Hall and posted on the City website.

Said notice was executed more than three hours prior to the Special Call Meeting.

RECORD OF SERVICE
OF SPECIAL CALLED MEETING TO BE HELD
THURSDAY – SEPTEMBER 16, 2021 AT 2:00 P.M.

**OFFICIAL DATE/TIME/PLACE OFFICER ELECTED
OFFICIAL'S SIGNATURE**

MAYOR SPRUILL CITY HALL			SIGNED NOTICE 9/13/21 10:00 AM
ALDERMAN CARVER 703 GREENSBORO ST. OR 662-769-0792	9/13/21 12:31 PM	EMAIL REPLY	
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574	9/13/21 11:21 AM	EMAIL REPLY	
ALDERMAN RUPP 108 OAKMONT ROAD 662-364-7021	9/13/21 11:09 AM	EMAIL REPLY	
ALDERMAN BROOKS 106 SHOTTS AVE 662-341-2300	9/13/21 5:29 PM	EMAIL REPLY	
ALDERMAN BEATTY 112 ST CHARLES AVE 662-418-8978	9/14/21 11:35 AM	EMAIL REPLY	
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300	9/13/21 11:16 AM	EMAIL REPLY	
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004	9/14/21 1:00 PM	TEXT REPLY	
ATTORNEY LATIMER	9/13/21 11:44 AM	EMAIL REPLY	

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 17, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 17, 2021 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer were also present.

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

Mayor Spruill introduced Brook Bustle of Park Mobile who appeared via Google Meets. Ms. Bustle discussed the possible use of a paid parking app for the Midtown and Cotton District Area in Starkville.

Mayor Spruill welcomed members of the Starkville Housing Authority who explained the functions and duties of the Housing Authority. They meet the 3rd Monday of each month at 4:00 p.m. at the SHA Literacy Center and meetings are open to the public.

The Mayor and members of the Board discussed items on the upcoming September 21, 2021 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF OCTOBER 2021.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

September 17, 2021

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY BROOKE BUSTLE OF PARK MOBILE ON THE POSSIBLE USE OF A PAID PARKING APP FOR THE MIDTOWN AND COTTON DISTRICT AREA.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 21, 2021, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 17, 2021**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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

ORDINANCE NO. 2021-__

AN ORDINANCE PERTAINING TO THE USE AND REGULATION OF
GOLF CARTS AND LOW-SPEED VEHICLES AND FOR RELATED PURPOSES

WHEREAS, the City of Starkville, Mississippi is authorized to pass ordinances not inconsistent with the Constitution and laws of the State of Mississippi or the laws of the United States; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Starkville find that this ordinance is not inconsistent with the provisions of the Constitution and laws of the State of Mississippi and the United States; and

WHEREAS, Senate Bill 2605, approved by the 2021 Mississippi Legislature and signed by the Governor, specifically authorizes Starkville to allow the operation of Golf Carts and Low-Speed Vehicles on certain public roads and streets, to require individuals operating a Golf Cart or Low-Speed Vehicle to have a valid driver's license or temporary driver's permit and proof of financial responsibility, and to require registration of Golf Carts and Low-Speed Vehicles; and

WHEREAS, currently there are no City of Starkville regulations or guidelines regarding the operation of Golf Carts and Low-Speed Vehicles authorizing such use; and

WHEREAS, the City of Starkville seeks to provide this means of transportation as an option for designated areas of public streets allowing increased access to alternative transportation and to promote equitable and accessible systems of transportation; and

WHEREAS, the Mayor and Board of Aldermen find it is in the public's interest to establish policies and procedures in accordance with the authorization as approved and required by the Governor and the Mississippi Legislature as follows:

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

SECTION 1. **Definitions.**

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

- (1) "Golf Cart" means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes, is not capable of exceeding speeds of twenty (20) miles per hour, and is equipped with safety equipment as required under 49 CFR Section 571.500.
- (2) "Low-Speed Vehicle" means any four-wheeled electric or gasoline-powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500.
- (3) "Motor vehicle" means vehicles as defined in Miss. Code Ann. §§27-19-3, 27-51-5, and 63-17-155 but shall not include electric personal assistive mobility devices as defined in Miss. Code Ann. §63-3-103, or Golf Carts or Low-Speed Vehicles as defined herein.
- (4) "Person" means every natural person, firm, co-partnership, corporation, joint-stock or other association or organization.
- (5) "Owner" means a person who holds the legal title or interest in a Golf Cart or Low-Speed Vehicle as defined herein.
- (6) "Driver" or "Operator" means the person actually driving or operating a Golf Cart or Low-Speed Vehicle at any given time.

SECTION 2: **Licensing and Registration**

(1) Every Golf Cart and Low-Speed Vehicle to be operated on a public road or street in the City of Starkville shall be required to be registered in the City's Clerk's office. Upon payment of a reasonable registration fee, as determined by the Starkville Board of Aldermen and attached as Exhibit A, and charged by the City to cover the costs of administration, presentation of proof of financial responsibility, and presentation of a valid driver's license or temporary driver's permit, the owner of the Golf Cart or Low-Speed Vehicle shall be issued a registration decal by the Starkville City Clerk that must be displayed on the left rear fender of the vehicle. The registration fee imposed

under this section shall be retained by the City Clerk and deposited into the municipal general fund. The registered owner may obtain a replacement decal from the City Clerk for an original decal that has been lost or damaged with payment of an additional fee as listed on Exhibit A.

(2) The registration shall remain valid for as long as the registering owner owns the Golf Cart or Low-Speed Vehicle. A new owner of a previously registered Golf Cart or Low-Speed Vehicle must re-register the vehicle within 10 days of new ownership by paying the full registration fee and following the steps outlined above in order to continue to operate the Golf Cart or Low-Speed Vehicle on City streets.

(3) The City shall provide a registrant with a map of the areas where Golf Carts or Low-Speed Vehicles may be operated at the time of registration.

SECTION 3: Operations

(1) Golf Carts and Low-Speed Vehicles may be operated on public roads and streets in the City of Starkville except those streets that are MDOT Highways and those that have an established speed limit of greater than 35 MPH. Approved Golf carts and Low-Speed Vehicles may cross those streets that are not authorized for travel but the shortest traveling distance to do so shall be required. Drivers are required to operate Golf Carts and Low-Speed Vehicles only in the outside lane of multilane streets and roads, where applicable.

(2) Any person operating a Golf Cart or Low-Speed Vehicle on the public roads and streets under this Ordinance must have in his or her possession a valid driver's license or temporary driver's permit and proof of financial responsibility as required under Miss. Code Ann. §63-15-1 *et seq.* and obey City traffic laws.

SECTION 4. Penalties

The registrant will be subject to the fines and penalties under the traffic laws of the City of Starkville and the State of Mississippi. In addition, the registrant may be subject to the revocation of the registration decal.

SECTION 5. Severability.

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

SECTION 6. Effective Date.

This Ordinance shall take effect upon 30 days following its adoption with publication in the official City newspaper.

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

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

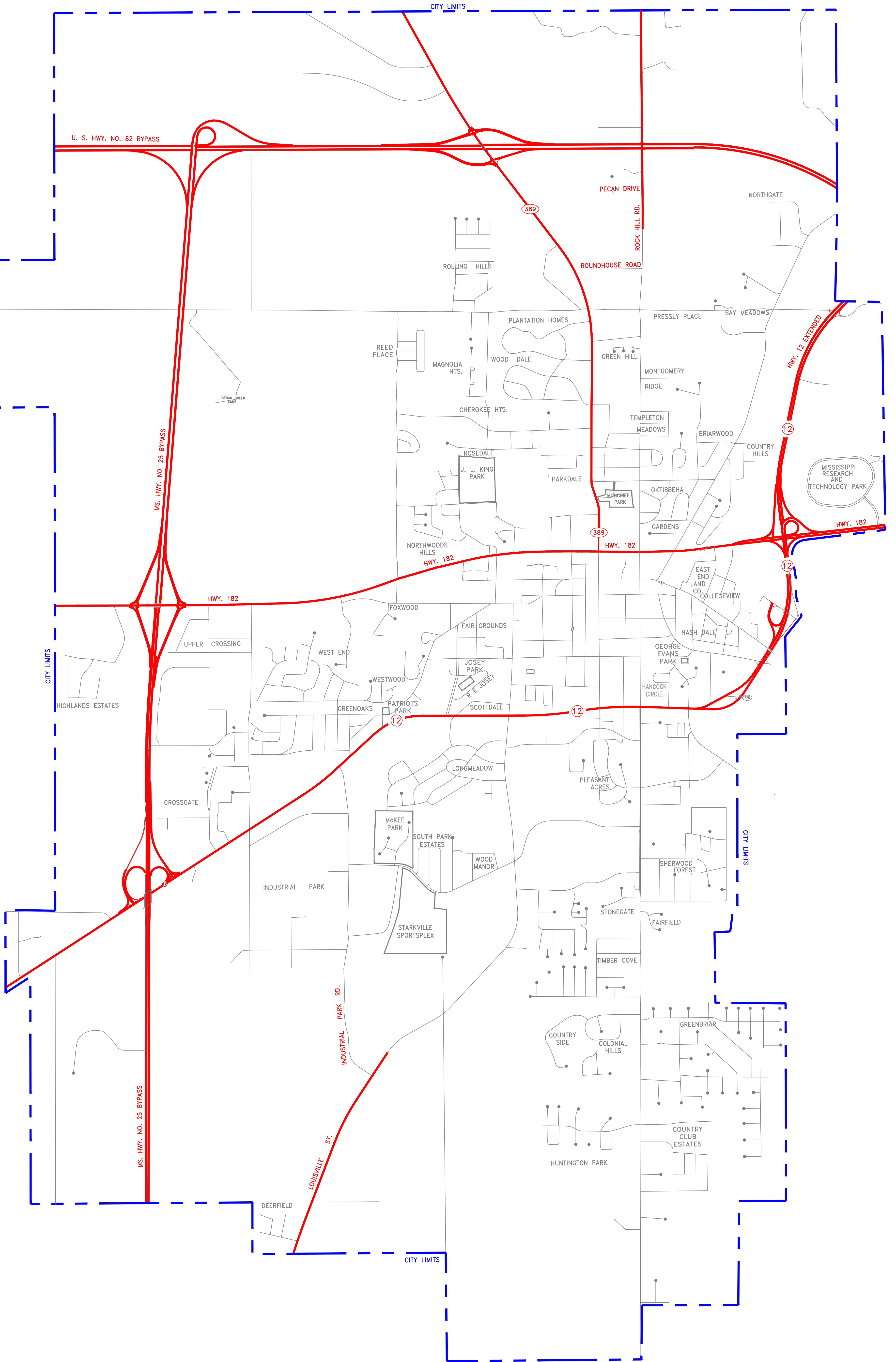
D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

GOLF CARTS AND LOW-SPEED VEHICLE REGISTRATION FEE STRUCTURE

- Registration Decal - \$100
- Replacement Decal - \$5

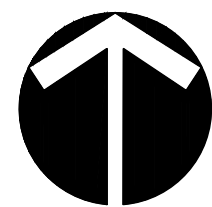


DATE: October 2021
DESIGNED BY: WBS
DRAWN BY: CAB
CHECKED BY: WBS
Q.C. BY: ECK
SCALE: N.T.S.
PROJECT #:

REVISIONS:

SHEET NUMBER#:
C1.0

LOW SPEED VEHICLE MAP



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE, ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P. 662-323-2525 F. 662-323-4143



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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: Oct. 05, 2021

PAGE: Page 1 of 27

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Bldg. 6 with the parcel number 118K-00-016.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community

SUMMARY:

Initial inspection of 305 Everglade Building #6 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspection on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **9/10/2021** and City Hall **9/10/2021**. Notification letters of the public hearing were sent **9/10/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sarah Perez @ 662-323-4847

SUGGESTED MOTION:

Move to determine that the building located at 305 Everglade Ave Bldg. 6 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

305 Everglade Building 6

On August 18, 2021, Officer Perez received complaints from the occupant at 305 Everglade Ave. Building 6-A. The occupant of 16-A sent photos to Officer Perez and she forwarded them to me. That same day the occupant came to city hall to file a complaint against the property. She reported that water leaking into her apartment and mold growing on the walls in her bathroom.

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

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building 6 to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Fire Extinguishers are due for service.
7. Tile separating from floor assembly.
8. Floor assembly is spongy due to the presence of water damage.

Building 6 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

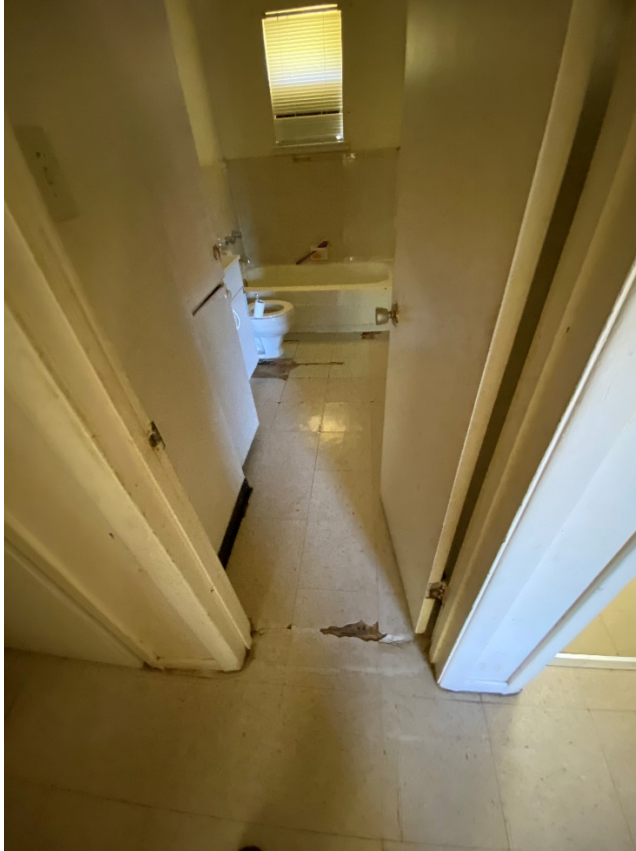
An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged,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

111.1.3 Structure Unfit for Human Occupancy

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















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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Oct. 5th, 2021
PAGE: Page 1 of 71

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Building #16 with the parcel number 118K-00-016.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community.

SUMMARY:

Initial inspection of 305 Everglade Building #16 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspection on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **9/10/2021** and City Hall **9/10/2021**. Notification letters of the public hearing were sent **9/10/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sarah Perez @ 662-323-4847

SUGGESTED MOTION:

Move to determine that the building located at 305 Everglade Ave Building #16 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

305 Everglade Building 16

On August 9, 2021, Officer Perez and I were investigating a complaint from a resident that was received on 305 Everglade Ave. building 16. While conducting the investigation a resident of Building 16-C asked if we could look at her apartment.

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

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.

Building 16 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

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

111.1.3 Structure Unfit for Human Occupancy

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





















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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Oct. 5th, 2021
PAGE: Page 1 of 74

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Bldg. 19 with the parcel number 118K-00-015.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community

SUMMARY:

Initial inspection of 305 Everglade Building #19 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspection on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **9/10/2021** and City Hall **9/10/2021**. Notification letters of the public hearing were sent **9/10/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sarah Perez @ 662-323-4847

SUGGESTED MOTION:

Move to determine that the building located at 305 Everglade Ave Bldg. 19 with the parcel number 118K-00-015.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

305 Everglade Building 19

On October 19, 2019 Building 19 was brought before the board pursuant to Mississippi Code Ann. § 21-19-11.

On August 19, 2020 a building Permit was issued.

On August 19, 2021 the building permit expired due to abandonment of work for 180 days after work has commenced.

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

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on walls, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.
8. Broken windows and doors.
9. Fire damage has not been repaired.

Building 16 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

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

111.1.3 Structure Unfit for Human Occupancy

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

108.1.5 Dangerous Structure or Premises

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act























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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10.5.21
PAGE: 1

SUBJECT: Consideration of approving the contract with Sports Facilities Management for the management and operation of all of the City of Starkville parks and recreation facilities and programs.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayor's Office

DIRECTOR'S
AUTHORIZATION: Mayor D. Lynn Spruill

FOR MORE INFORMATION, CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move approval of the contract with Sports Facilities Management for the purpose of managing and operating all of the sports and recreation programs and parks for the City of Starkville.

FACILITY MANAGEMENT AGREEMENT

between

CITY OF STARKVILLE

and

SPORTS FACILITIES MANAGEMENT, LLC

Dated: _____, 2021

FACILITY MANAGEMENT AGREEMENT

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

RECITALS

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 SCOPE OF SERVICES

2.1 Engagement.

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

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

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

ARTICLE 3 COMPENSATION

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

ARTICLE 4 TERM; TERMINATION

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

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

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

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

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

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

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

4.3 **Effect of Early Termination.**

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

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

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

ARTICLE 5

OWNERSHIP; USE OF THE FACILITY

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

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

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

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

ARTICLE 6

PERSONNEL

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

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

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

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

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

ARTICLE 7 PROCEDURE FOR HANDLING INCOME

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

ARTICLE 8 FUNDING

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

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

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

ARTICLE 9

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

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

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

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

ARTICLE 10

AGREEMENT MONITORING AND GENERAL MANAGER

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

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

ARTICLE 11 INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 12 COVENANTS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

12.3 Indemnification.

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

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

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

If to Owner:

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

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

If to Manager:

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

OWNER:
CITY OF STARKVILLE
a Mississippi municipality

Print Name:

BY: _____

Its _____

Attest:

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

Print Name:

BY: _____

Its Manager

EXHIBIT A

MANAGEMENT SERVICES

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

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

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

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

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

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

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

to be consistent with professionally accepted accounting practices

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

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

PRE-OPENING SERVICES

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

MANAGER COMPENSATION

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

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

1. **Base Management Fee.**

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

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

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

EBITDA PROFIT SHARE SCALED INCENTIVE

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

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

ADMISSION PROFIT SHARE SCALED INCENTIVE

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

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

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

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

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

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

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

ADDENDUM TO FACILITY MANAGEMENT AGREEMENT

THIS ADDENDUM TO FACILITY MANAGEMENT AGREEMENT (the "Addendum") is made and entered into this 5th day of October, 2021 (the "Effective Date"), by and between the **CITY OF STARKVILLE**, a Mississippi municipality (the "Owner") and **SPORTS FACILITIES MANAGEMENT, LLC**, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner and Manager desire for Manager to continue to provide services to Owner per the terms of that Facility Management Agreement dated on or about May 4, 2021 further subject to the amendments to it and additional terms and conditions set forth herein;

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

1. In the Preamble:

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

Is replaced with the following:

"WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the parks, recreation and athletic assets as the same exist now or may exist in the future including improvements related thereto specifically located at various locations within the city limits of Starkville, Mississippi and identified on Exhibit C attached hereto, known as the "Starkville Parks and Recreation" or any other name that may be identified in the future (collectively referred to hereinafter as the "Facility");"

2. Article 1 Definitions is amended as follows:

- a. Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities. Manager shall have no right to engage in any Commercial Rights agreements on behalf of the Owner or Facility without the express written authority of the Owner which, if approved by Owner in its sole discretion, shall be the subject of a separate mutually approved agreement of the parties.
- b. Management-Level Employees: The General Manager/Parks and Recreation Director, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

- c. "General Manager" and "Parks and Recreation Director" are synonymous in the Definitions and throughout the Agreement and those terms may be used interchangeably.
- d. Operating Expenses: All expenses incurred by the Parks and Recreation Director in connection with its operation, promotion, maintenance, and management of the Facilities, including but not limited to the following:
- e. (i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner to the extent said claims were not proximately caused by Manager, or the result of an act or omission by Manager, or Manager's negligence or other breach or tortious conduct of Manager; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, or any Incentive Fees (all of which shall be the responsibility of the Owner). All such expenses to be subject to approval by Owner in the annual Operating Budget.

3. Article 4 Scope of Services is amended as follows:

- a. **Section 4.3 Effect of Early Termination, (c).** Upon termination by Owner during any Renewal Term, for any reason, there shall be no early termination fee.

4. Article 5, Ownership: Use of the Facility, is amended as follows:

- a. **Section 5.3 Right of Use by Staff Manager.** Manager shall have the right to utilize its employees as needed to support manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage, except that Owner

shall not be responsible for travel and training costs which have not been pre-approved by Owner. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5. Article 6, Personnel, is amended as follows:

- a. **Section 6.1 Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 here), and shall be employees, agents, or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner acknowledges that Manager may pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion; however, the Owner shall not be responsible for any additional costs and/or expenses in this respect in excess of salary expenses allocated in the approved Operating Budget. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.
- b. **Section 6.2 General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees, as approved by Owner in its sole discretion upon recommendation by the Mayor and its Human Resources Director. Hiring of the General Manager by Manager require the prior approval of the Owner, which approval may be withheld or delayed in the discretion of the Owner; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to ninety (90) days during the term of this Agreement or any renewal term thereof without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.
- c. **Section 6.3 Work Environment.** Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Such Manager employee handbook shall be in compliance with all applicable state and federal laws. The handbook shall expressly provide that all employees of Manager at the Facility are employees of Manager and are terminable at will.

6. Article 7, Procedure for Handling Income, is amended as follows:

- a. **Section 7.1 Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of an Owner employee or representative. Owner will have 24/7, 365-day access and visibility, electronic and otherwise, to all accounts owned by the Facility including the Operating Account. No warrant, check or other withdrawal shall occur from the Operating Account in excess of \$500, without approval of Owner's Contract Administrator. Manager shall maintain a Third-Party Crime insurance policy covering all of its employees at the Facility during the Term of this Agreement to protect against the loss, misappropriation, and/or theft of Owner's funds from the Operating Account.

7. Article 9, Facility Contracts; Transactions with Affiliates, is amended as follows:

- a. **Section 9.2 Execution of Contracts.** Subject to approval by Owner, Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the Owner. Any such agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties, and such other provisions as required by the Owner.
- b. **Section 9.3 Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), subject to Owner's approval in its sole discretion, Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

8. Article 10, Agreement Monitoring and General Manager, is amended as follows:

- a. **Section 10.1 Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility unless Manager notifies Owner of a substitute contract administrator in writing. Owner's contract administrator shall be the Mayor of the City of Starkville unless Owner notifies Manager of a substitute contract administrator in writing. Any

and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

9. Article 11, Insurance, is amended as follows:

- a. **Section 11.2 Manager's Policies, (d) Third Party Crime.** Manager shall procure and maintain as an Operating Expense third party (covering Manager's employees) employee theft or equivalent coverage insuring Owner against the fraudulent or dishonest act of each person on Manager's staff or personnel, whether employed or an independent contractor, who may have regular access and opportunity to steal any of Owner's assets associated with the Facility, including but not limited to cash and other forms of money as well as tangible personal property and intangible rights. The amount and terms of such coverage shall depend upon the nature and extent of employees or contractor's access and Manager, having knowledge of that access, shall be responsible to Owner for selecting adequate terms and amounts of coverage.
- b. **Section 11.2 Manager's Policies, (e)** All insurance companies and policies are subject to review and approval by Owner.

10. Article 12, Covenants and Representations, is amended as follows:

- a. **Section 12.1(a) Owner's Status.** Owner is a municipality duly organized, validly existing, and in good standing under the laws of the State of Mississippi with full power and authority to enter into this Agreement and execute all documents required hereunder. Manager acknowledges that as a governmental entity of the State of Mississippi, Owner is entitled to certain defenses, privileges and immunities, protections, preferences, exclusions, and limitations of liability and damages as provided by the Mississippi Tort Claims Act and other applicable laws of the State of Mississippi, all of which are reserved and asserted herein by Owner, the provisions of this Agreement notwithstanding.
- b. **Section 12.3(c) Indemnification by Owner.** Although Owner does not agree to indemnify Manager or hold it harmless, it agrees that it will be solely responsible for any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") relating to the Facility that arise out of, or in connection with, claims for which Owner is solely legally liable under the provisions of the Mississippi Tort Claims Act in the performance of its obligations under this Agreement; or (ii) breach by Owner of any of its representations, covenants or agreements made herein, only to the extent such representations, covenants and provisions herein are not inconsistent with the authority of a Mississippi governmental entity to make such representation, covenants or agreements.

11. Article 13, Miscellaneous, is amended as follows:

- a. **Section 13.9 Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of such contracts or

outstanding bills approved by Owner or otherwise permitted under this Agreement executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

- b. **Section 13.18 Professional Service Only.** This Agreement is for professional services only and does not include the purchase by Owner from Manager of commodities, equipment, and/or furniture as defined by MCA Section 31-7-1(e)(i) and (ii) (1972, as amended) and does not include or encompass construction as defined in MCA Section 31-7-19(g) (1972, as amended). The provisions in this Agreement for the expenditure of funds by Manager on behalf of Owner for such items and things, i.e., commodities, equipment and/or furniture, subject to MCA Section 31-7-13 (1972, as amended) will not be purchased by Owner from Manager but rather, to the extent purchased by Manager, will be purchased by Manager on behalf of Owner, from third-party vendors, subject to approval by Owner. Owner acknowledges that it in the performance of Manager's professional services as provided in this Agreement that Owner shall be responsible for compliance with the provisions of MCA Section 31-7-13 (1972 as amended), with respect to the purchase of any commodities, equipment and/or furniture as defined in MCA Section 31-7-1(e)(i) and (ii) (1972, as amended) subject to the provisions of MCA Section 31-7-13(1972, as amended).

12. Exhibit A, Management Services, is amended as follows:

- a. **A(2) Annual Business Plan.** Manager will produce an Annual Business Plan for Cornerstone Park and a separate Annual Business Plan for the remaining portion of the Facility exclusive of Cornerstone Park four months prior to the beginning of any Operating Year in the Term and shall submit the Business Plans to Owner for its review and approval. Owner shall give its comments and/or approval of the Business Plans within sixty (60) days after receiving the Business Plans from the Manager. In the event of disapproval of either Business Plan, the Manager shall use commercially reasonable efforts to operate the portion of the facility impacted by the unresolved Business Plan pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan for that portion of the Facility are agreed upon; however, in no event shall Manager commit to expend any sum beyond that which is on deposit in the Operating Account for that portion of the Facility. In the event of disapproval of an Operating Budget, Manager shall continue operating the portion of the Facility impacted pursuant to the Operating Budget then in effect for that portion of the Facility. In the event Owner disapproves of a Business Plan, revised Business Plan, or Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this Agreement for services with respect to the portion of the Facility disputed by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. In the event of such termination and if both parties have made good faith efforts to reach agreement on the Annual Business Plan(s) and Operating Budget(s) neither party shall be liable to the other for any fees, expenses or costs associated with such termination. Owner and the Manager agree to use good

faith efforts to resolve any differences in opinion regarding the Business Plans and any portion thereof so that agreement on the Business Plans can be reached as soon as possible after the date Manager first submits the revised Business Plans for such year to the Owner.

- b. **A(3) Employment Matters.** The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget which change may be denied by the Owner in its sole discretion.
- c. **A(5) Bank Accounts.** Owner shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Owner, an operating expense account (the "Operating Expense Account") for Cornerstone Park and a separate account for the remaining portion of the Facility exclusive of Cornerstone Park and Manager shall establish a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account"). Owner shall have access, electronic and otherwise, to any banking account established in its name and federal tax identification number under this Agreement as and when it determines in its sole discretion.

13. Exhibit B, Manager Compensation, is amended as follows:

- a. **Section 3. Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements, and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold throughout the life of the Manager's service. A fee of ten percent (10%) shall apply, however, to gross revenue for sponsorship and advertising, including facility naming rights, for all sponsorship and advertising sold by the Owner and identified to Manager in writing within sixty (60) days after the execution of this Agreement. Any sponsorship or advertising agreement is subject to the approval of the Owner, which approval may be denied in Owner's sole discretion no later than the second Owner's Board of Aldermen Meeting following presentation of the sponsorship and advertising proposal to Owner.

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

in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site and Owner agrees to the amount of such direct cost savings.

All sponsorship and advertising agreements including those provided by suppliers and vendors are subject to the approval of the Owner, which approval may be denied by Owner in its sole discretion. In the event that Owner does not approve the Sponsorship or Advertising arrangement, Manager will not proceed with the Agreement and Manager will not receive a commission or compensation for the arrangement. Payments will be made to Manager within forty-five (45) days of the time when a sponsor/advertiser makes payment.

14. The Deferred Management Incentive Fees described in Exhibit B, shall only apply to the activities at the Cornerstone Park portion of the Facility.
15. The attached "EXHIBIT C" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
16. The attached "EXHIBIT D" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
17. The attached "EXHIBIT E" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
18. The terms of this Addendum to Facility Management Agreement supersede and replace the corresponding terms of the Facility Management Agreement entered into by the parties on May 4, 2021. To the extent a conflict exists between the terms in this Addendum to Facility Management Agreement, as compared to the terms of the Facility Management Agreement, the terms of this Addendum control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Facility Management Agreement, consisting of this and seven prior pages, to be executed as of the Effective Date by their respective duly authorized officers.

"OWNER"
CITY OF STARKVILLE
a Mississippi municipality

By _____
D. Lynn Spruill, Mayor

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

By _____
Jason Clement as its Manager

EXHIBIT C

PARKS & RECREATION MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Parks and Recreation Facilities identified in Exhibit E.

1. Staffing. Manager shall provide a full-time Parks & Recreation Director and other Management-Level Employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor, approved by Owner.

2. Annual Business Plan. Manager will produce a separate Annual Business Plan for Cornerstone Park and another for all of the other Parks and Recreation assets each per the terms of the "Annual Business Plan" described in Exhibit A.

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

BANK ACCOUNTS. Owner shall establish, in the Owner's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Owner, an operating expense account (the "Operating Expense Account") in addition to, and separate from, the account described in Exhibit A and created for the Cornerstone Park asset. Both Operating Expense Account, however, shall be governed by the same terms of the Agreement. Owner shall have access, electronic and otherwise, to any banking account established in its name and federal tax identification number under this Agreement as and when it determines in its sole discretion.

EXHIBIT D
MANAGER COMPENSATION

During the Term of this Agreement, Manager shall receive compensation from Owner in addition to the Compensation described in Exhibit B as follows:

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

1. **Additional Base Management Fee.** In addition to the Base Management Fee described in Exhibit B, beginning on November 1, 2021, and throughout the remainder of the Term, Owner shall pay to Manager equal monthly installments of Fifteen Thousand Dollars (\$15,000) per month. Each installment will be due and payable on the first day of each successive month.

2. **Deferred Management Incentive Fee.** To encourage Manager to grow revenues, Owner agrees to pay to Manager a Deferred Management Incentive Fee in addition to the Base Monthly Fee identified above. Owner will begin paying the Incentive Fee after the Parks and Recreation assets (excluding Cornerstone Park) achieve their first Five Hundred Thousand Dollars (\$500,000) in Gross Income in any given Operating Year. This performance fee is equal to the amount of five percent (5%) of Gross Income each month. Such calculations shall be made by Manager within 30 days of the ending of any operating month and paid to Manager within forty-five (45) days of such calculation being delivered to Owner.

3. **Sponsorship and Advertising Compensation, Payroll Compensation and Reimbursed Expenses.** Sponsorship and Advertising Compensation, Payroll Compensation and Reimbursed Expenses will all be governed by the same terms as described in Exhibit B and as amended herein.

EXHIBIT E

“FACILITY” IDENTIFICATION

CORNERSTONE PARK

STARKVILLE SPORTSPLEX

MCKEE PARK

WESTSIDE/J.L. KING PARK

MONCRIEF PARK

GEORGE EVANS PARK

JOSEY PARK

PATRIOT’S PARK

STARKVILLE HIGH SCHOOL TENNIS COURTS (in coordination with school)

OTHER LOCATIONS TO POTENTIALLY BE ADDED UPON AGREEMENT OF THE PARTIES AND
AN AMENDED EXHIBIT E SIGNED BY OWNER AND MANAGER



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: October 5, 2021
PAGE: 1

SUBJECT: Consideration approving the proposal from Kimley-Horn to develop plans for each of the six parks in preparation for the use of the American Rescue Plan Act funds to redesign, rehabilitate, expand and improve the parks located in and impacting those living in Qualified Census Tracts.

AMOUNT & SOURCE OF FUNDING: \$42,000 from Park budget

FISCAL NOTE:

AUTHORIZATION HISTORY: The City approved the proposed firm at the board meeting of September 21, 2021. The proposal will provide specific plans for the parks with cost financed using the ARPA funds.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Lynn Spruill 662-648-9706 or Brandon Doherty

SUGGESTED MOTION:

Move approval of approving the Kimley-Horn proposal for the development of plans for the parks located in Qualified Census Tracts per the board approval from September 21, 2021.

September 28, 2021

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: *Professional Services Agreement – Master Planning Services
Starkville Parks and Recreation Master Plan Update
Starkville, Mississippi***

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville ("Client") for providing Master Planning Services to update the design of 6 existing parks featured in the 2016 Comprehensive Parks and Recreation Master Plan ("Project") within the City of Starkville, Mississippi.

SCOPE OF SERVICES

The master planning scope of work consists of the Tasks listed below and are based on a pre-scope meeting with the City of Starkville on September 23, 2021. The master planning services will be limited to the following parks:

- McKee Park
- George Evans Park / Needmore Center
- Moncrief Park
- J.L. King Park
- Josey Park
- Patriot's Park

The Kimley-Horn team will provide the following services:

TASK 1 – PRE-PLANNING

The Pre-Planning task will consist of the following:

- Review the 2016 Comprehensive Parks and Recreation Master Plan and the outlined recommended improvements for the six existing parks listed above.
- Review available User Data provided by the Parks and Recreation Department of the various facilities in the existing parks.

- Prepare Base Maps for each park area by using publicly available aerial photography, GIS parcel and utility line data, and LIDAR topography. For McKee park, the existing topographic survey provided by the City of Starkville will be utilized as a base map. The Base Maps will be used during the production of the master plan drawings.
- Field observations will be performed by touring the parks with City Staff to better understand the existing site conditions and the extent of the desired master planned improvements.
- One pre-design meeting at Starkville City Hall will be held with the City Engineering Department and the Parks and Recreation Department to discuss the goals and visions for each park.
- An individual pre-design meeting with a designated stakeholder(s) for each park will be held in Starkville. Based on the pre-scope meeting, the designated stakeholder for each park is as follows:
 - McKee Park – Alderman Sandra Sistrunk
 - George Evans Park / Needmore Center – Alderman Mike Brooks
 - Moncrief Park – Alderman Hamp Beatty
 - J.L. King Park – Alderman Henry Vaughn and Alderman Roy A'. Perkins
 - Josey Park – Alderman Henry Vaughn, Sr.
 - Patriot's Park – Alderman Ben Carver

TASK 2 – MASTER PLANNING

Utilizing the information collected in the previous task and the ideas discussed at the pre-design meetings, Kimley-Horn will develop an initial design concept for each park. The designs will incorporate the improvements discussed with the stakeholders, and they will include recommendations on the quantity and size of facilities/amenities in the parks based on industry best practices, city provided user data, and National Recreation and Park Association standards. An initial opinion of probable construction cost will be calculated for each park during this task.

During the pre-scope meeting the following improvements were discussed for each existing park and the scope of services is based on this list of desired improvements.

- McKee Park
 - Dog park, walking trail, and new restroom facility
 - Re-envision the park area with the understanding that the existing ballfields and associated buildings will be removed.
 - Assess drainage issues and assess need for new utility lines. City Engineering will provide direction on extent of drainage improvements and utility line upgrades. The cost and extent of the improvements will be reflected in the cost estimate.
- George Evans Park / Needmore Center
 - Removal of existing community center building and maintain basketball court
 - Re-envision the design and use of the entire park area

- Moncrief Park
 - Skate park, dog park upgrades, pavement upgrades, pool upgrades
 - Assess drainage issues, assess need for new utility lines. City Engineering will provide direction on extent of drainage improvements and utility line upgrades. The cost and extent of the improvements will be reflected in the cost estimate
- J.L. King Park
 - New restroom facility and new lighting
 - Parks and Recreation Department will provide lighting plan and lighting cost
 - City Engineering will provide direction on extent of drainage improvements. The cost and extent of the improvements will be reflected in the cost estimate
- Josey Park
 - New Playground and new pavilion
- Patriot's Park
 - New restroom facility, new pavilion, and parking lot upgrades

TASK 3 – MASTER PLAN DOCUMENTS

Upon completion of the initial design concepts, Kimley-Horn will have a follow-up meeting with the stakeholder(s) for each park to discuss the proposed improvements and an initial opinion of probable construction costs. Using feedback from the follow-up meetings, Kimley-Horn will develop refined Master Plan Documents for each park. The documents will consist of the following:

1. Master Plan Rendering on aerial photography of the proposed improvements for each park (24"x36" and 11"x17" format)
2. Opinion of Probable Construction Costs for each park
3. Character Imaging of proposed park elements
4. Park Improvement Narrative reflecting input received from stakeholder(s), city provided user data (if available), and National Recreation and Park Association standards that informed the design decisions

The Master Plan Documents will be formatted into an 11"x17" booklet.

TASK 4 – MASTER PLAN PRESENTATION

Kimley-Horn will prepare presentation boards (24"x36") consisting of the material outlined in Task 3 and deliver a presentation of the overall Master Plan for each park to the Board of Mayor and Alderman at a regularly scheduled work session. If any additional meetings or presentations are requested, those meetings will be handled as additional services and billed at our then current hourly rates.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Community Engagement meetings, other than listed above
- Public Input Surveys
- Construction Documents
- Architectural plans
- Grant Applications
- As-Built Survey

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus

INFORMATION TO BE PROVIDED BY THE CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports and plans provided by the Client, the Client's consultants, or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

The following is to be supplied by the Client in support of this proposal:

- Geographical Information Systems (GIS) data
- Previously completed plans and reports applicable to this project, in PDF format
- Park User Data

FEES AND BILLING

Kimley-Horn will perform the services listed as "Lump Sum" tasks for the lump sum labor fees included in the table below. Individual task amounts are informational only.

Lump Sum Tasks

TASK 1 – Pre-Planning	\$ 6,700
TASK 2 – Master Planning	\$ 13,000
TASK 3 – Master Plan Documents.....	\$ 18,000
TASK 4 – Master Plan Presentation.....	\$ 1,800
Expense Budget (As Incurred)	\$ 2,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Starkville, Mississippi**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us.

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Henry Minor, PLA, ASLA
Project Manager – Landscape Architect

DocuSigned by:

BEC900D787444D4...

Drake Danley, PE
Assistant Secretary

City of Starkville

SIGNED:

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachments: Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within ~~25~~ 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within ~~25~~ 45 days at the ~~maximum~~ rate allowed by law Mississippi Code Section 31-7-305. If the Client fails to make any payment due under this or any other agreement within ~~30~~ 50 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within ~~25~~ 45 days of receipt.
- ~~(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.~~
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. ~~and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

~~(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.~~

~~(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.~~

~~(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.~~

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that

are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation ~~in accordance with the American Arbitration Association~~ as a condition precedent to litigation. ~~Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.~~

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, ~~and the Client waives any claims against the Consultant in any way connected thereto.~~

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 10.5.21
PAGE: 1

SUBJECT: Consideration of extending the contract with Cornerstone Government Affairs for the upcoming fiscal year of October 1, 2021 to September 30, 2022.

AMOUNT & SOURCE OF FUNDING The funding is included under account number 001-120-600-300 for professional services.

FISCAL NOTE: This is an increase in the contract amount from \$40,000 to \$50,000.

AUTHORIZATION HISTORY: This is the first increase in the contract amount since its inception four years ago. This group has proven invaluable to us as the BUILD grant demonstrates. Their help will also be important as we navigate the request we will make of Lt. Governor Hoseman for matching state ARPA funds and as we need to extend our 2% food and beverage funding.

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION, CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move approval to extend the contract with Cornerstone Government Affairs for the fiscal year of October 1, 2021 to September 30, 2022.

AMENDMENT IV TO SERVICE AGREEMENT

This Amendment (the "***Amendment IV***"), effective as of October 1, 2021 is made by and between Starkville, MS (hereinafter referred to as "***Starkville***"), with its principal place of business at 110 West Main Street, Starkville, MS 39759 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "***Cornerstone***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, Starkville and Cornerstone are Parties to Service Agreement with an effective date of October 1, 2017 (the "***Agreement***") , an Amendment with an effective date of October 1, 2018 (the "***Amendment***"), an Amendment II with an effective date of October 1, 2019 (the "***Amendment II***"), and an Amendment III with an effective date of October 1, 2020 (the "***Amendment III***"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2021 through September 30, 2022 (the "***Term***").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of four thousand one hundred sixty-six dollars and sixty-six cents (\$4,166.66) through the Term of the Agreement (the "***Fee***").
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment IV and acknowledge that they are authorized to execute same.

Starkville, MS

Cornerstone Government Affairs, Inc.

By: _____

By: _____

Name: _____

Name: Campbell Kaufman

Title: _____

Title: Principal & Managing Director

Date: _____

Date: 09/29/2021



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 10.5.21
PAGE: 1

SUBJECT: Consideration to appoint Mr. Chris Smiley to the Golden Triangle Solid Waste Authority Board to complete the unexpired term of Calvin Ware which will expire on December 31, 2021 and consideration for the next appointment term for Chris Smiley and Edward Kemp for the January 1, 2022 to December 31, 2026 term.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION, CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move for approval to appoint Mr. Chris Smiley to the Golden Triangle Solid Waste Authority Board to complete the unexpired term of Calvin Ware which will expire on December 31, 2021 and approval to reappoint Edward Kemp and Chris Smiley for the January 1, 2022 to December 31, 2026 terms.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/05/2021
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCES OF FUNDING: FY 2020 – 2021 & FY 2021-2022 Budgets

FISCAL NOTE: Total Claims for the FY 21 Claims Docket Ending Sept. 30, 2021 is \$2,287,966.79
Of which the claims amount for Starkville Utilities is \$ 829,253.21

Total Claims for the FY 22 Claims Docket Ending Oct. 01, 2020 is \$ 151,272.03
Of which the claims amount for Starkville Utilities is \$ 0.00

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 30, 2021 for fiscal year ending 09/30/21 and the City of Starkville claims docket for all departments including Starkville Utilities Department as of October 1, 2021 for fiscal year ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 9/23/2021 - 9/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	49571047	09/16/2021	INDEED.COM-SEPT. 2021 ADVERTISING	001-000-053-206	400.00
MARK E. SHAW	32	09/17/2021	CONTRACT LABOR 09/06/21 - 09/17/21	001-000-054-205	90.00
Outstanding Total:					490.00
Paid					
A BAIL BONDSMAN-CINDY GILMER	1346803-2	09/23/2021	REISSUE VOIDED CK #94849 KELVIN BELL BOND REMISSI	001-000-149-691	500.00
A BAIL BONDSMAN-CINDY GILMER	INV0032077-2	09/23/2021	REISSUE VOIDED CK #94849 DEVOTE WILLIAMS BOND RE	001-000-149-691	1,828.00
BARNES CROSSING AUTO SALES	INV0033859	09/23/2021	PURCHASE MALIBU LT/ VIN 1G1ZD5ST3JF144083	001-000-334-126	17,499.00
Paid Total:					19,827.00
Department 000 - UNDESIGNATED Total:					20,317.00
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CADENCE /ELAN VISA	CM0000499.	09/13/2021	BEAU RIVAGE - MML TRAVEL CREDITS	001-100-610-350	-373.32
Outstanding Total:					-373.32
Department 100 - BOARD OF ALDERMEN Total:					-373.32
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	27343567	09/12/2021	SKA12799	001-110-604-330	122.50
CANON FINANCIAL SERVICES, INC	27343573	09/12/2021	23D03532	001-110-604-330	134.26
Outstanding Total:					256.76
Department 110 - MUNICIPAL COURT Total:					256.76
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	27343572	09/12/2021	3AC01310	001-120-604-330	96.20
CADENCE /ELAN VISA	CM0000499.	09/13/2021	BEAU RIVAGE - MML TRAVEL CREDITS	001-120-610-350	-66.96
PETTY CASH VOUCHERS	09.23.21	09/23/2021	KROGER - BOTTLED WATER	001-120-503-202	7.85
Outstanding Total:					37.09
Department 120 - MAYORS OFFICE Total:					37.09
Department: 123 - IT					
Outstanding					
CANON FINANCIAL SERVICES, INC	27343562	09/12/2021	XUW04732	001-123-604-330	119.26
Outstanding Total:					119.26
Department 123 - IT Total:					119.26
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON FINANCIAL SERVICES, INC	27343561	09/12/2021	XUG04616	001-145-604-330	553.27
CANON FINANCIAL SERVICES, INC	27343567	09/12/2021	SKA12799	001-145-604-330	122.51

Expense Approval Report

Post Dates: 9/23/2021 - 9/29/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WATERMARK PRINTERS LLC	14300	09/14/2021	1000 PRINTED ENVELOPES	001-145-501-200	496.00
STEGALL NOTARY SERVICE	INV0033871	09/28/2021	FOR BUSINESS LICENSES NOTARY RENEWAL FOR LESA HARDIN	001-145-691-550	108.00
Outstanding Total:					1,279.78
Department 145 - OTHER ADMINISTRATIVE Total:					1,279.78

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1175079	09/13/2021	BOND FOR ALEXIS ROBINSON	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1175080	09/13/2021	BOND FOR BOBBY THOMAS	001-159-620-371	175.00
Outstanding Total:					350.00
Department 159 - BONDING-CITY EMPLOYEES Total:					350.00

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	300223744	09/19/2021	SE 21-08 STARKVILLE ACADEM	001-169-615-342	84.48
STARKVILLE DAILY NEWS	INV0033867	09/20/2021	FY22 TAX RESOLUTION	001-169-615-342	238.50
STARKVILLE DAILY NEWS	INV0033868	09/21/2021	FY22 BUDGET	001-169-615-342	2,226.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	419549	09/23/2021	GENERAL LEGAL MATTERS	001-169-600-302	6,881.61
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	419549C	09/23/2021	GENERAL MATTERS - COVID 19 RESEARCH	001-169-600-302	3,448.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	419550	09/23/2021	LITIGATED MATTERS	001-169-600-312	6,388.00
Outstanding Total:					19,266.59
Department 169 - LEGAL Total:					19,266.59

Department: 180 - HUMAN RESOURCES

Outstanding					
CLINIC AT ELM LAKE, THE	30030	07/01/2021	TESTING FOR KENDRICK BISHOP	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30031	07/01/2021	TESTING FOR MARCO LOFTON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30039	07/02/2021	TESTING FOR CHRIS THOMPSON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30051	07/06/2021	TESTING FOR KATHLEEN CURTIS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30052	07/06/2021	TESTING FOR R. RANDLE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30092	07/09/2021	TESTING FOR G. HAYES	001-180-600-320	55.00
CLINIC AT ELM LAKE, THE	30103	07/12/2021	TESTING FOR M. WILLIAMS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30159	07/19/2021	TESTING FOR S. BARNETT	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30193	07/21/2021	TESTING FOR B. WOJNO	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30266	07/29/2021	TESTING FOR K. CRECINK	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30432	08/16/2021	TESTING FOR W. SMITH	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30450	08/17/2021	TESTING FOR WILLIAM D. YOUNG	001-180-600-320	60.00
CLINIC AT ELM LAKE, THE	30566	08/30/2021	TESTING FOR Z. BOWEN	001-180-600-320	30.00
KRONOS	11812226	09/08/2021	TIMECLOCK/PAYROLL SYSTEM AUG 2021	001-180-691-505	4,061.75
CANON FINANCIAL SERVICES, INC	27343562	09/12/2021	XUW04732	001-180-604-330	119.26
CADENCE /ELAN VISA	49571047	09/16/2021	INDEED.COM-SEPT. 2021 ADVERTISING	001-180-610-340	100.01
FEDEX	7-508-27935	09/22/2021	SHIPPING CHARGES/KRONOS	001-180-691-505	23.74
Outstanding Total:					4,749.76
Department 180 - HUMAN RESOURCES Total:					4,749.76

Department: 190 - CITY PLANNER

Outstanding					
CANON FINANCIAL SERVICES, INC	27343572	09/12/2021	3AC01310	001-190-604-330	96.20

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ARCHITECTONICS	09.28.21	09/28/2021	ARCHITECTURAL REVIEW TRIANGLE CROSSING OUTPARCEL 2	001-190-600-305	200.00
Outstanding Total:					296.20
Department 190 - CITY PLANNER Total:					296.20

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	4091796261	08/03/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4091796346	08/03/2021	CITY HALL	001-192-510-220	65.15
SIMPLY HOME	8899	08/31/2021	4 DC2834-5R COLOR-TOAST	001-192-630-410	722.04
GRANITE GUYS, INC.	10864	09/15/2021	CUSTOM COUNTERTOPS, WINDOW SILLS, WALL CAPS	001-192-630-410	1,809.00
BELL BUILDING SUPPLY, INC.	30828	09/15/2021	DOORS FOR THE NEW BUILDOUT	001-192-630-410	3,570.00
SECURITY SOLUTIONS	218746	09/17/2021	DATA INFRASTRUCTURE WIRING FOR NEW BUILD OUT	001-192-630-410	1,550.00
GARY DAVIS	593657	09/17/2021	INSTALL NEW COVE BASE/ NEW BUILDOUT	001-192-630-410	722.25
RODERICK A. DAVIS	35388476	09/20/2021	TOUCH UP PAINTING AND SANDING	001-192-630-410	417.00
LOWE'S	901611	09/20/2021	PRIVACY LATTICE, LIGHTS	001-192-630-410	216.79
CINTAS	4096481910	09/21/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4096482022	09/21/2021	CITY HALL	001-192-510-220	65.15
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-192-510-204	9.08
CINTAS	4097103674	09/28/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4097103739	09/28/2021	CITY HALL	001-192-510-220	65.15
Outstanding Total:					9,245.81
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					9,245.81

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

STARKVILLE/OKTIBBEHA AIRPORT	INV0033866	09/28/2021	2ND QTR FY21 AIRPORT FUNDING	001-195-951-953	7,982.00
Outstanding Total:					7,982.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					7,982.00

Department: 197 - ENGINEERING

Outstanding

ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	94104296	09/10/2021	ARCGIS DESKTOP LICENSE SINGLE USER	001-197-502-201	760.00
CANON FINANCIAL SERVICES, INC	27343572	09/12/2021	3AC01310	001-197-604-330	96.20
VERIZON-RETAIL	9000274128	09/13/2021	IPHONE	001-197-604-330	299.99
DEX IMAGING, INC.	MS0814	09/16/2021	CANON IMAGE PLOTTER	001-197-918-806	8,135.00
MARK E. SHAW	32	09/17/2021	CONTRACT LABOR 09/06/21 - 09/17/21	001-197-600-308	90.00
CADENCE /ELAN VISA	47341213	09/25/2021	AUTODESK, CIVIL 3D SOFTWARE RENEWAL	001-197-502-201	2,359.35
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-197-525-231	59.44
Outstanding Total:					11,799.98
Department 197 - ENGINEERING Total:					11,799.98

Department: 201 - POLICE DEPARTMENT

Outstanding

NEWELL PAPER COMPANY	3134577	06/21/2021	JANITORIAL SUPPLIES	001-201-555-208	305.90
NEWELL PAPER COMPANY	3134704	06/24/2021	4 MOP HEADS	001-201-555-208	61.32
ADVANCED COLLISION REPAIR	INV0033879	07/16/2021	REPAIRS BALANCE FOR VIN#5176	001-201-630-360	2,376.05
COPY COW	28217	08/02/2021	SHIPPING CHARGES	001-201-604-330	50.30
PADDOCK AUTO SALES, LLC	6957	08/26/2021	TOW NISSAN ALTIMA	001-201-600-300	350.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
A+ AUTO REPAIR	022159	08/30/2021	INSTALL BATTERY IN 2017 INTERCEPTOR	001-201-630-360	169.99
GULF STATES DISTRIBUTORS, INC.	1396390-IN	08/30/2021	15 CASES BULLETS	001-201-545-238	2,174.90
AT&T VPN SERVICE	1353314601	09/01/2021	ACCT# 831-001-1095-769	001-201-604-330	205.61
BRISLIN, INC	211058	09/01/2021	HVAC REPAIRS	001-201-630-426	502.00
AT&T PRIVATE LINE SERVICE	3130875937	09/01/2021	NCIC PRIVATE LINE SVC SEPT. 2021	001-201-604-330	227.10
A+ AUTO REPAIR	022192	09/03/2021	REPAIRS TO 2015 INTERCEPTOR	001-201-630-360	1,568.69
GRAPHIC TICKETS & SYSTEMS	006534	09/07/2021	PARKING TICKET BOOKS	001-201-556-251	491.94
R&M TIRES	1134054	09/07/2021	KT6510 OIL CHANGE	001-201-630-360	59.00
GULF STATES DISTRIBUTORS, INC.	1398198-IN	09/07/2021	FLASH BANG TRAINING KIT	001-201-545-238	1,141.50
DPS CRIME LAB	90109084	09/07/2021	ANALYTICAL FEES	001-201-600-300	120.00
MID-SOUTH UNIFORM & SUPPLY, INC	621021	09/08/2021	UNIFORMS	001-201-535-233	2,841.69
CANON FINANCIAL SERVICES, INC	27343565	09/12/2021	2JH03908, 2JH03938	001-201-604-330	400.00
CANON FINANCIAL SERVICES, INC	27343566	09/12/2021	28X01513	001-201-604-330	55.97
CANON FINANCIAL SERVICES, INC	27343570	09/12/2021	XLG06726	001-201-604-330	256.17
CANON FINANCIAL SERVICES, INC	27343571	09/12/2021	3CE01186	001-201-604-330	83.36
A+ AUTO REPAIR	022248	09/13/2021	#4279 REPAIRS/ EVAP PURGE VALVE	001-201-630-360	224.96
A+ AUTO REPAIR	022269	09/14/2021	#6902 REPAIRS- A/C LINE, RADIATOR HOSE, ANTI FREEZ	001-201-630-360	847.79
AT&T-NCIC MONITOR LINE	09.14.21	09/14/2021	ACCT#662-615-1467 637 059	001-201-604-330	42.62
RAYMOND'S AUTO REPAIR	4320	09/14/2021	OIL CHANGE, MAKE KEYS & PROGRAM/ 04 EXPEDITION	001-201-630-360	437.24
SCOTT PETROLEUM DIV. #15	532168	09/14/2021	PROPANE TANK FIRING RANG	001-201-545-238	357.71
ATMOS ENERGY	INV0033875	09/14/2021	# 4022600568/POLICE STATIO	001-201-625-380	83.60
R&M TIRES	1134235	09/15/2021	S-29 OIL CHANGE, TIRE ROTATION	001-201-630-360	92.50
ULTIMATE TRAINING MUNITIONS, INC	310731	09/15/2021	12 HELMETS	001-201-545-238	2,278.71
MID-SOUTH UNIFORM & SUPPLY, INC	621220	09/15/2021	CONCEAL CARRIER, TRAUMA PLATE, VEST/WOJNO	001-201-535-233	750.00
SULLIVAN'S OFFICE SUPPLY, INC.	66909	09/15/2021	OFFICE CHAIR, GEL PENS	001-201-501-200	419.78
FEDEX	7-501-63769	09/15/2021	SHIPPING CHARGES/CHICAGO PD	001-201-600-300	130.78
PERSONNEL CONCEPTS	9347813862	09/15/2021	POSTERS, CALENDARS, CERTIFICATES	001-201-615-343	499.90
NORTHEAST EXTERM- POLICE ACCT	41660	09/16/2021	GUN RANGE	001-201-545-238	85.00
OKTIBBEHA COUNTY COOPERATIVE	714315	09/16/2021	BOOTS FOR HANNAH	001-201-535-233	119.85
GENTRY SIGNS	GS113733	09/16/2021	VEHICLE LETTER FOR K-9 UNIT	001-201-630-360	130.00
A+ AUTO REPAIR	022298	09/20/2021	REPAIRS TO 2011 TAHO/ HORTON	001-201-630-360	123.76
WALMART- CAPITAL ONE	05946	09/20/2021	3 WEBCAMS	001-201-501-200	80.82
R&M TIRES	1134307	09/20/2021	S-24 REPAIR FLAT	001-201-630-360	20.00
R&M TIRES	1134324	09/20/2021	S-94 OIL CHANGE	001-201-630-360	45.00
RAYMOND'S AUTO REPAIR	4328	09/20/2021	HEAD GASKET, BOLTS, OIL CHANGE, COOLANT	001-201-630-360	2,785.00
COVERT TRACK GROUP, INC	46119	09/20/2021	RENEWAL OF SURVEILLANCE PHONE APP	001-201-604-330	720.00
MID-SOUTH UNIFORM & SUPPLY, INC	621401	09/20/2021	PATROL POLOS/BALLARD, STEWART, ROBERTSON, EDWARDS	001-201-535-233	575.92
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-201-525-231	3,153.73

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GULF STATES DISTRIBUTORS, INC.	1398451-IN	09/21/2021	4 CASES AMMO	001-201-545-238	1,476.00
BRISLIN, INC	211129	09/21/2021	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,420.00
SULLIVAN'S OFFICE SUPPLY, INC.	67062	09/21/2021	MESSAGE BOOKS, NOTE PADS, PENS, FOLDERS	001-201-501-200	99.08
GALLS INC	0193464119	09/22/2021	MEGAPHONE, DEMO GLOCK, TRAINING KNIFE	001-201-545-238	164.44
R&M TIRES	1134366	09/22/2021	#9314 OIL CHANGE	001-201-630-360	59.00
A+ AUTO REPAIR	022318	09/23/2021	OIL AND FILTER CHANGE/ 2017 INTERCEPTOR	001-201-630-360	59.99
MICHAEL A. EDWARDS	INV0033864	09/23/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	149.78
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-201-525-231	3,697.34

Outstanding Total: 35,571.79

Paid					
BARNES CROSSING AUTO SALES	INV0033859	09/23/2021	PURCHASE MALIBU LT/ VIN 1G1ZD5ST3JF144083	001-201-915-809	1,001.00

Paid Total: 1,001.00

Department 201 - POLICE DEPARTMENT Total: 36,572.79

Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-246-525-231	56.52
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-246-525-231	50.49

Outstanding Total: 107.01

Department 246 - CODE ENFORCEMENT Total: 107.01

Department: 261 - FIRE DEPARTMENT

Outstanding

BOB'S MOBILE RADIO	316110	07/23/2021	REPLACE PATIO SPEAKER - STAION 4, SPEAKER, STAND	001-261-630-404	130.00
ARGAIL CARTER	321484	08/13/2021	ALTERATIONS, PATCHES FOR YARBROUGH, CLARK, WARNE	001-261-535-233	85.00
HOLLIS BROTHERS HEATING & COOLING	24235	08/30/2021	BLEW OUT DRAINS, FLOAT SWITCH	001-261-558-269	135.00
WELDING WORKS LLC, THE	741	09/07/2021	GRATE FOR ST. 3 /64 1/4 PLATES, & 24 1/8 PLATES	001-261-558-269	350.00
WELDING WORKS LLC, THE	742	09/07/2021	MADE GRATE FOR STATION 3	001-261-558-269	250.00
ARMY NAVY PAWN SHOP	091021A	09/10/2021	BOOTS, UNIFORM PANTS	001-261-535-233	276.00
NAFECO	1105548	09/10/2021	AKRON IN-LINE EDUCTOR	001-261-630-360	744.07
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17042421	09/10/2021	2 PAIR FIREFIGHTING BOOTS, 1 PAIR GLOVES	001-261-918-805	839.00
QUILL CORPORATION	19412983	09/10/2021	MICROBAN LIQUID CLEANER	001-261-555-208	86.16
QUILL CORPORATION	19420407	09/10/2021	DISINFECTANT SPRAY	001-261-555-208	93.34
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0523	09/10/2021	STATION 2 OVERHEAD DOOR REPAIRS	001-261-558-269	300.00
DIRECTV	010315788X210911	09/11/2021	TV SATELLITE FOR STATION 5/ ACCT#010315788	001-261-625-380	372.88
CANON FINANCIAL SERVICES, INC	27343564	09/12/2021	2JU08031	001-261-604-330	262.38
LOWE'S-FIRE	908158	09/13/2021	GRILL FOR STATION 1	001-261-558-269	658.33
LOWE'S-FIRE	987814	09/13/2021	DISHWASHER FOR STATION 4	001-261-558-269	589.94
ATMOS ENERGY	INV0033874	09/15/2021	# 3020829684/FIRESTATION #	001-261-625-380	39.22
BOB'S MOBILE RADIO	316118	09/16/2021	RADIO REPAIRS/ERROR CODE	001-261-630-404	60.00
ARGAIL CARTER	321487	09/20/2021	ALTERATIONS, PATCHES	001-261-535-233	40.00
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-261-525-231	1,465.31
NAFECO	1106624	09/21/2021	LION TC HANGING TAIL PATCH	001-261-535-233	71.70
NAFECO	1106713	09/21/2021	3 PAIR TACTICAL PANTS	001-261-535-233	135.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0033881	09/21/2021	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	152.44
ATMOS ENERGY	INV0033873	09/23/2021	# 3017756705 /FIRESTATION	001-261-625-380	67.84
CADENCE /ELAN VISA	09.24.21	09/24/2021	VIASAT-INTERNET	001-261-604-330	170.31
STATE FIRE ACADEMY	28996	09/27/2021	FIRESTATION #5		
			ONLINE TRAINING/ NEWMAN & THOMPSON	001-261-600-390	350.00
STATE FIRE ACADEMY	28997	09/27/2021	ONLINE TRAINING/SCERBAK	001-261-600-390	175.00
STATE FIRE ACADEMY	29008	09/27/2021	EMT ADVANCED/PARKS	001-261-600-390	900.00
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-261-525-231	901.46
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	001-261-625-380	1,904.21
Outstanding Total:					11,604.59
Department 261 - FIRE DEPARTMENT Total:					11,604.59

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CANON FINANCIAL SERVICES, INC	27343572	09/12/2021	3AC01310	001-281-604-330	96.19
INTERNATIONAL CODE COUNCIL*	101151230	09/14/2021	ORDER #101151230/ STUDY MATERIALS, HANDBOOK	001-281-502-201	1,263.35
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-281-525-231	39.40
Outstanding Total:					1,398.94
Department 281 - BUILDING/CODES OFFICE Total:					1,398.94

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	001-290-625-380	126.75
Outstanding Total:					126.75
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					126.75

Department: 301 - STREET DEPARTMENT

Outstanding

FASTENAL COMPANY	MSSTA98214	07/20/2021	SUPPLIES	001-301-560-270	578.45
BELL BUILDING SUPPLY, INC.	325160	08/03/2021	4 2X4 PINE	001-301-560-270	32.30
CINTAS	4091796349	08/03/2021	STREET DEPT.	001-301-555-250	72.79
BELL BUILDING SUPPLY, INC.	325511	08/05/2021	20 CONCRETE MIX 80LBS	001-301-560-270	95.30
LOWE'S-STREET	902293	08/19/2021	TIE WIRE TWISTER, HAMMER, TROWEL, GROUT BAG	001-301-555-250	130.59
SHERWIN WILLIAMS CO.	7769-2	09/03/2021	PAINT AND SUPPLIES	001-301-565-272	43.80
APAC-MISSISSIPPI, INC	4000110838	09/04/2021	5.74 TONS ASPHALT	001-301-560-270	439.11
BELL BUILDING SUPPLY, INC.	328527	09/10/2021	LUMBER, STAKES, REBAR, NAIL MASONRY HARD CUT 8D	001-301-560-270	872.93
BELL BUILDING SUPPLY, INC.	328533	09/10/2021	RETURN UNNEEDED LUMBER	001-301-560-270	-390.88
BELL BUILDING SUPPLY, INC.	328540	09/10/2021	RETURN STAKES	001-301-560-270	-34.10
BELL BUILDING SUPPLY, INC.	328558	09/10/2021	RETURN/EXCHANGE LUMBER	001-301-560-270	-9.39
BELL BUILDING SUPPLY, INC.	328560	09/10/2021	RETURN NAIL MASONRY HARD CUT 8D 5LB	001-301-560-270	-18.99
CADENCE /ELAN VISA	CM0000500.	09/13/2021	DIAMOND TRAFFIC PROD. PRICE ADJUSTMENT	001-301-918-807	-48.01
POWERSTROKE EQUIPMENT SALES & SVC	6059	09/14/2021	REPAIR CUTOFF SAW	001-301-630-400	110.99
G&C SUPPLY CO., INC	6834603	09/14/2021	12 GALVANIZED POSTS	001-301-565-272	567.12
ATMOS ENERGY	INV0033876	09/15/2021	# 3020752444/STREET DEPT	001-301-625-380	32.35
IVY AUTO PARTS, LLC.	671625	09/16/2021	TRUCK 71 CABLE TIES, BATTERY & GROUNDING CABL	001-301-630-360	69.16
AUTOZONE	0426173598	09/17/2021	CABLE LUGS	001-301-630-400	3.83
POWERSTROKE EQUIPMENT SALES & SVC	6069	09/17/2021	PULL ROPES, HANDLES	001-301-630-400	29.97
IVY AUTO PARTS, LLC.	671635	09/17/2021	TRUCK #71 BATTERY	001-301-630-360	149.99
BELL BUILDING SUPPLY, INC.	329266	09/20/2021	SCREWS, NAILS, DECK STARS, POLY FILM	001-301-555-250	68.56

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	329315	09/20/2021	UTILITY KNIVES, GLUE, VESTS, BLADES	001-301-555-250	104.98
CINTAS FIRST AID & SAFETY	5076892308	09/20/2021	RESTOCK FIRST AID CABINET	001-301-555-250	223.83
MMC MATERIALS, INC.	725879	09/20/2021	READY MIX CONCRETE W/FIBERS	001-301-560-270	372.00
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-301-525-231	851.98
PUBLIC WORKS ACADEMY, IN	1316	09/21/2021	IMSA SIGNS LEVEL II SIGNS TRAINING	001-301-691-550	545.00
BELL BUILDING SUPPLY, INC.	329466	09/21/2021	VISQUEEN	001-301-555-250	248.38
CINTAS	4096482006	09/21/2021	STREET DEPT.	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151-146912	09/21/2021	DUMP TRAILER/VALVE SPG BR	001-301-630-400	150.99
OKTIBBEHA COUNTY COOPERATIVE	715646	09/21/2021	GRASS SEED, STRAW BALE	001-301-560-270	184.85
UNITED RENTALS (NORTH AMERICA), INC.	198377135-001	09/22/2021	ADAPTER	001-301-555-250	11.95
BELL BUILDING SUPPLY, INC.	329530	09/22/2021	RAIN COAT	001-301-535-233	15.99
BELL BUILDING SUPPLY, INC.	329601	09/22/2021	WAFERBOARD, REBAR	001-301-555-250	296.39
STARKVILLE AUTO PARTS	5151-146965	09/22/2021	DUMP TRAILER/VALVE SPG BRK CORE RETURN	001-301-630-400	-51.00
STARKVILLE AUTO PARTS	5151-146966	09/22/2021	TIRE VALVE CORE, VLV CORE AND CAP	001-301-630-400	30.37
OKTIBBEHA COUNTY COOPERATIVE	715912	09/22/2021	POLY SCOOP	001-301-555-250	34.99
LOWE'S-STREET	901245	09/22/2021	BUCKET, CLEANING SUPPLIES, TOWELS	001-301-555-250	132.00
MMC MATERIALS, INC.	726514	09/23/2021	CONCRETE	001-301-560-270	239.00
WELDING WORKS LLC, THE	758	09/23/2021	3 SIDEWALK PLATES	001-301-560-270	4,800.00
EAST MISSISSIPPI LUMBER CO	A93162	09/24/2021	SPRAY PAINT, OXIDE SET, PLIERS, BLADE, WRENCH	001-301-555-250	197.02
MMC MATERIALS, INC.	726711	09/25/2021	CONCRETE W/FIBERS	001-301-560-270	430.00
WALMART- CAPITAL ONE	06852	09/27/2021	65" TV, SURGE PROTECTOR, CABLE TIES	001-301-555-250	618.74
STARKVILLE LP GAS	2624382	09/27/2021	PROPANE	001-301-560-270	61.25
BELL BUILDING SUPPLY, INC.	329901	09/27/2021	MARKING SPRAY PAINT	001-301-565-272	35.94
POWERSTROKE EQUIPMENT SALES & SVC	6102	09/27/2021	REPAIR CUTOFF SAW	001-301-630-400	48.50
IVY AUTO PARTS, LLC.	672219	09/27/2021	TRACTOR TRAILER PLUGS	001-301-630-400	25.14
LOWE'S-STREET	902120	09/27/2021	MARKING PAINT	001-301-565-272	36.90
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-301-525-231	586.84
CINTAS	4097103775	09/28/2021	STREET DEPT	001-301-555-250	72.79
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033877	09/29/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	229.42
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	001-301-625-380	425.71
Outstanding Total:					13,809.60
Department 301 - STREET DEPARTMENT Total:					13,809.60
Department: 360 - ANIMAL CONTROL					
Outstanding					
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-360-525-231	52.52
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-360-525-231	88.39
Outstanding Total:					140.91
Department 360 - ANIMAL CONTROL Total:					140.91
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
POWERSTROKE EQUIPMENT SALES & SVC	4726	07/07/2020	DECK BELT, IGNITION KEY, REPAIR EXMARK #10	001-550-600-370	565.40

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
POWERSTROKE EQUIPMENT SALES & SVC	5073	10/02/2020	MIX OIL, GRABBERS	001-550-501-110	25.98
POWERSTROKE EQUIPMENT SALES & SVC	5136	10/02/2020	BAR OIL	001-550-501-110	9.99
POWERSTROKE EQUIPMENT SALES & SVC	5197	11/12/2020	MIX OIL	001-550-501-110	2.99
POWERSTROKE EQUIPMENT SALES & SVC	5292	01/29/2021	POLE SAW RENTAL	001-550-501-110	100.00
POWERSTROKE EQUIPMENT SALES & SVC	5407	03/23/2021	2 GRABBERS	001-550-501-110	45.98
POWERSTROKE EQUIPMENT SALES & SVC	5422	03/30/2021	CHAIN	001-550-501-110	18.99
PIONEER MANUFACTURING CO.	INV783782	04/05/2021	GAME DAY AEROSOL BLACK, RED, BLUE, ARCTIC WHITE	001-550-501-110	1,941.00
OKTIBBEHA COUNTY COOPERATIVE	505565C	06/08/2021	CREDIT FOR ORDER NEVER PICKED UP	001-550-535-233	-253.46
VERNON PLUMBING CONTRACTORS	22672	07/27/2021	REPAIR BATHROOMS AT SPORTSPLEX	001-550-630-426	600.00
MRPA DISTRICT I.	3433	08/19/2021	SILVER AGENCY MEMBERSHIP	001-550-610-350	425.00
CADENCE /ELAN VISA	3749069C.	08/31/2021	NRPA CREDIT -JOB LISTING	001-550-600-350	-100.00
CITY GLASS CO	41336.	09/02/2021	TEMPERED GLASS, THRESHOLD, LABOR	001-550-630-426	4,985.00
NEWELL PAPER COMPANY	3137304	09/09/2021	4 DUSTMOP FRAMES	001-550-501-208	62.68
CITY GLASS CO	41346	09/09/2021	2 REMOVABLE MULLIONS/ DOOR HARDWARE	001-550-630-426	1,610.00
J&M BAGGING & SALES, INC.	23668	09/10/2021	POLY SANDBAGS	001-550-501-110	150.00
POWERSTROKE EQUIPMENT SALES & SVC	6053	09/10/2021	MIX OIL	001-550-501-110	65.97
LOWE'S - PARKS	907064	09/10/2021	CABLE TIES, 3 CT FILTER, NUTS, WASHERS	001-550-501-110	45.29
LOWE'S - PARKS	907064	09/10/2021	CABLE TIES, 3 CT FILTER, NUTS, WASHERS	001-550-630-426	19.00
BSN SPORTS	913701766	09/10/2021	SOCCER GOALS, SAND BAG ANCHORS, NET HOOKS	001-550-501-415	3,350.42
CANON FINANCIAL SERVICES, INC	23743563	09/12/2021	XUG02274	001-550-600-330	393.16
ATMOS ENERGY	INV0033872	09/13/2021	# 3019958172 /PARKS	001-550-600-340	32.35
LOWE'S - PARKS	916570	09/15/2021	REBAR, BOARD	001-550-501-110	116.88
NEWELL PAPER COMPANY	3137551	09/16/2021	JANITORIAL SUPPLIES	001-550-501-208	600.77
UNITED PRODUCE CO., INC.	510256	09/16/2021	FRUIT FOR TENNIS EVENTS	001-550-600-355	226.50
HANDYMAN RENTALS	82418	09/16/2021	2 TENT RENTALS	001-550-600-355	700.00
MAXXSOUTH BROADBAND	INV0033863	09/16/2021	ACCT #8282 41 101 0659622 MONCRIEF PARK	001-550-600-330	106.50
CLARK BEVERAGE GROUP, INC	4770924	09/17/2021	WATER & PUNCH FOR TENNIS	001-550-600-355	448.50
LOWE'S - PARKS	901007	09/17/2021	LUMBER, FASTENERS	001-550-501-110	33.63
LIBERTY WASTE, INC.	4064	09/18/2021	PORTA JOHN RENTALS FOR TENNIS	001-550-600-355	900.00
OKTIBBEHA COUNTY COOPERATIVE	715468	09/20/2021	POST HOLE DIGGER, AUGER	001-550-555-250	938.00
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	001-550-525-231	56.43
MITCHELL SIGNS	18538	09/21/2021	MFG 3' DEEP SINTRA SIGN	001-550-555-250	525.00
OKTIBBEHA COUNTY COOPERATIVE	715961	09/22/2021	UNIFORMS, TIE DOWNS, PINS, BOOTS	001-550-501-110	94.36
OKTIBBEHA COUNTY COOPERATIVE	715961	09/22/2021	UNIFORMS, TIE DOWNS, PINS, BOOTS	001-550-535-233	263.80
OKTIBBEHA COUNTY COOPERATIVE	715961	09/22/2021	UNIFORMS, TIE DOWNS, PINS, BOOTS	001-550-535-233	322.74
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	001-550-525-231	159.58
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	001-550-600-340	3,450.20

Outstanding Total: 23,038.63

Department 550 - PARKS AND REC DEPARTMENT Total: 23,038.63

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 600 - CAPITAL PROJECTS					
Outstanding					
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	146.05-0821	09/22/2021	DOWNTOWN DECORATIONS	001-600-721-813	3,508.20
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	INV0033870	09/24/2021	UTILITY WORK FOR OLD WEST PT BRIDGE	001-600-912-806	46,211.91
Outstanding Total:					49,720.11
Department 600 - CAPITAL PROJECTS Total:					49,720.11
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
STARKVILLE/OKTIBBEHA LIBRARY	INV0033869	09/20/2021	ELEVATOR MAINTENANCE	001-653-900-803	7,415.23
Outstanding Total:					7,415.23
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					7,415.23
Fund 001 - GENERAL FUND Total:					219,261.47
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RODNEY LINCOLN	J2710	09/18/2021	REIMB HARBOR FREIGHT PURCHASE	015-505-630-400	289.98
OKTIBBEHA COUNTY COOPERATIVE	715464	09/20/2021	BOLTS, HORNET SPRAY, INSECTICIDE	015-505-630-400	78.19
MILLER'S PLUMBING	802860	09/20/2021	INSTALL ICE MAKER & WATER LINE FOR REFRIGERATOR	015-505-630-400	278.14
TITAN AVIATION FUELS	3487667	09/21/2021	JET A FUEL	015-505-525-233	20,433.12
GATEWAY TIRE & SERVICE CENTER	1018-150394	09/22/2021	REPAIR FARM TIRE, TRACTOR STEM	015-505-630-400	27.35
E FIRE, INC.	10516434	09/23/2021	SERVICE CALL, VINYL STICKER	015-505-630-400	109.70
MS AIRPORTS ASSOCIATION	INV0033865	09/26/2021	2021 CONF REG/ 4 REGISTRANTS	015-505-610-350	700.00
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	015-505-625-380	1,670.96
Outstanding Total:					23,587.44
Department 505 - AIRPORT Total:					23,587.44
Fund 015 - AIRPORT FUND Total:					23,587.44
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
GATEWAY TIRE & SERVICE CENTER	1018-149728	09/09/2021	TRAILER TIRES	022-322-630-400	308.40
GATEWAY TIRE & SERVICE CENTER	1018-149733	09/09/2021	FORD F250 SUPER DUTY - REPLACE DISC PADS	022-322-630-360	126.03
TERRY'S GARAGE & REPAIRS, LLC	5198	09/09/2021	TRUCK #95 REPAIR AIR LEAKS, HYD LEAK	022-322-630-360	508.93
GATEWAY TIRE & SERVICE CENTER	1018-149717	09/10/2021	TRUCK #95 2 NEW TIRES	022-322-630-360	745.67
DOBBS PETERBILT	445086P	09/10/2021	TRUCK #40 HEADLAMP	022-322-630-400	641.14
GATEWAY TIRE & SERVICE CENTER	1018-149807	09/13/2021	TRAILER TIRE	022-322-630-400	172.95
GATEWAY TIRE & SERVICE CENTER	1018-149951	09/14/2021	TRAILER TIRE	022-322-630-400	147.84
GATEWAY TIRE & SERVICE CENTER	1018-150014	09/15/2021	TRUCK #42 2 NEW TIRES	022-322-630-360	649.88
GATEWAY TIRE & SERVICE CENTER	1018-150034	09/15/2021	TRUCK #95 NEW TIRE, MOUNT, SVC CALL	022-322-630-360	494.42
STARKVILLE AUTO PARTS	5151-146753	09/15/2021	HYD HOSES, FITTINGS, CONVENTIONAL GREENES	022-322-630-400	263.61
STARKVILLE AUTO PARTS	5151-146792	09/16/2021	WIPER BLADES	022-322-630-400	29.98
GATEWAY TIRE & SERVICE CENTER	1018-150161	09/17/2021	TRACTOR TUBE, REAR FLAT, SVC CALL	022-322-630-360	222.18

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-150254	09/20/2021	TRCUK #95 NEW TIRE, SVC CALL	022-322-630-360	476.47
POWERSTROKE EQUIPMENT SALES & SVC	6072	09/20/2021	REPAIR TRIMMER	022-322-630-400	48.49
OKTIBBEHA COUNTY COOPERATIVE	715491	09/20/2021	2 BLADE KITS FOR BUSHOG	022-322-630-400	338.40
FUELMAN / FLEETCOR	NP60760662	09/20/2021	FUEL REPORT 09/13/21 - 09/19/21	022-322-525-231	3,250.67
STARKVILLE AUTO PARTS	5151-146936	09/21/2021	HYD FLUID, DEF FLUID	022-322-630-360	861.42
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0821	09/22/2021	ACCT #146.20 SEDC ADMIN FEES AUGUST 2021	022-322-600-333	4,781.48
STARKVILLE AUTO PARTS	5151-146942	09/22/2021	CAP RADIATOR	022-322-630-360	8.19
STARKVILLE AUTO PARTS	5151-146947	09/22/2021	MINI BULB	022-322-630-400	9.90
POWERSTROKE EQUIPMENT SALES & SVC	6085	09/22/2021	BATTERY	022-322-630-400	42.99
TERRY'S GARAGE & REPAIRS, LLC	5279	09/23/2021	TRUCK #42 FULL SERVICE & R	022-322-630-360	322.48
FUELMAN / FLEETCOR	NP60788478	09/27/2021	FUEL REPORT 09/20/21 - 09/26/21	022-322-525-231	3,444.63
STARKVILLE UTILITIES	INV0033878	09/29/2021	UTILITY BILLS BY DEPT	022-322-625-380	2,081.50
Outstanding Total:					19,977.65
Department 322 - SANITATION DEPARTMENT Total:					19,977.65
Fund 022 - ENVIRONMENTAL SERVICES Total:					19,977.65

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	126796	09/23/2021	HEADWATER INV#126796	303-600-600-309	478.12
OKT COUNTY SUPERVISORS	126797	09/23/2021	HEADWATERS INV #126797	303-600-600-309	20,749.55
Outstanding Total:					21,227.67
Department 600 - CAPITAL PROJECTS Total:					21,227.67
Fund 303 - INDUSTRIAL PARK BOND Total:					21,227.67

Fund: 309 - AMERICAN RELIEF FUND

Department: 316 - AMERICAN RECOVERY REINVESTMENT

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	419549A	09/23/2021	GENERAL MATTERS - ARPA FUNDS 2021 RESEARCH	309-316-912-850	720.00
Outstanding Total:					720.00
Department 316 - AMERICAN RECOVERY REINVESTMENT Total:					720.00
Fund 309 - AMERICAN RELIEF FUND Total:					720.00

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

FALCON CONTRACTING CO.,IN	4086	09/08/2021	STARKVILLE CITY STREETS OVERLAY 2021	319-600-912-800	185,260.64
SPRINGER ENGINEERING, INC.	14211	09/22/2021	TOPOGRAPHIC SURVEY- REED ROAD	319-600-903-851	2,750.00
Outstanding Total:					188,010.64
Department 600 - CAPITAL PROJECTS Total:					188,010.64
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					188,010.64

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

SPORTS FACILITIES COMPANIES, INC.	8745	08/15/2021	REIMB EXP - LOGO DESIGN	380-551-600-945	1,047.00
SOUTHERN ELECTRIC CORP OF MS	APPLICATION #005	08/31/2021	LIGHTING FOR CORNERSTONE PARK	380-551-907-943	14,303.32
SPORTS FACILITIES COMPANIES, INC.	8900	09/15/2021	REIMB TRAVEL EXPENSES	380-551-600-947	387.13

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
T&M STEEL ERECTORS, INC.	PAYMENT #3	09/17/2021	CORNERSTONE PARK - PHASE	380-551-907-945	247,255.19
T&M STEEL ERECTORS, INC.	PMT #6	09/17/2021	CORNERSTONE PARK - PHASE	380-551-907-945	239,101.13
SPORTS CONTRACTORS UNLIMITED	2102-08	09/20/2021	CORNERSTONE PARK - TURF CONTRACT	380-551-907-947	173,443.59
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	419549P	09/23/2021	GENERAL MATTERS CORNERSTONE	380-551-600-945	175.50
GREGORY CONSTRUCTION	APP #1	09/27/2021	STARKVILLE SPORTSPLEX CONTRACT B	380-551-907-942	113,173.50
SOUTHERN ELECTRIC CORP OF MS	APPLICATION #006	09/30/2021	LIGHTING FOR CORNERSTONE PARK	380-551-907-943	197,042.35
Outstanding Total:					985,928.71
Department 551 - PARK & REC TOURISM Total:					985,928.71
Fund 380 - PARK BONDS 2020 Total:					985,928.71
Grand Total:					1,458,713.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	219,261.47	20,828.00
015 - AIRPORT FUND	23,587.44	0.00
022 - ENVIRONMENTAL SERVICES	19,977.65	0.00
303 - INDUSTRIAL PARK BOND	21,227.67	0.00
309 - AMERICAN RELIEF FUND	720.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	188,010.64	0.00
380 - PARK BONDS 2020	985,928.71	0.00
Grand Total:	1,458,713.58	20,828.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	400.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	90.00	0.00
001-000-149-691	MUNICIPAL COURT BON	2,328.00	2,328.00
001-000-334-126	POLICE FORFEITED FUN	17,499.00	17,499.00
001-100-610-350	TRAVEL / TRAINING	-373.32	0.00
001-110-604-330	POSTAGE / COMMUNICA	256.76	0.00
001-120-503-202	COMMITTEE SUPPORT	7.85	0.00
001-120-604-330	COMMUNICATIONS	96.20	0.00
001-120-610-350	TRAVEL AND CONFEREN	-66.96	0.00
001-123-604-330	COMMUNICATIONS	119.26	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	496.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	675.78	0.00
001-145-691-550	MISCELLANEOUS	108.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	10,329.61	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	6,388.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	2,548.98	0.00
001-180-600-320	DRUG/BACKGROUND CH	445.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	119.26	0.00
001-180-610-340	ADVERTISING	100.01	0.00
001-180-691-505	PERSONNEL / KRONOS S	4,085.49	0.00
001-190-600-305	ARCHITECTURE REVIEW	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	96.20	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	9.08	0.00
001-192-510-220	SUPPLIES	229.65	0.00
001-192-630-410	CITY HALL 2ND FLOOR S	9,007.08	0.00
001-195-951-953	TRANSFER AIRPORT COS	7,982.00	0.00
001-197-502-201	SOFTWARE & REFERENC	3,119.35	0.00
001-197-525-231	GAS & OIL	59.44	0.00
001-197-600-308	ENGINEERING SERVICES	90.00	0.00
001-197-604-330	COMMUNICATIONS	396.19	0.00
001-197-918-806	NEW EQUIPMENT	8,135.00	0.00
001-201-501-200	OFFICE SUPPLIES	599.68	0.00
001-201-525-231	GAS & OIL	6,851.07	0.00
001-201-535-233	UNIFORMS	4,437.24	0.00
001-201-545-238	FIRING RANGE SUPPLIES	7,678.26	0.00
001-201-555-208	JANITORIAL SUPPLIES	367.22	0.00
001-201-556-251	POLICE SUPPLIES	491.94	0.00
001-201-600-300	PROFESSIONAL SERVICE	600.78	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,041.13	0.00
001-201-615-343	PRINTING & BINDING	499.90	0.00
001-201-625-380	UTILITIES	83.60	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	8,998.97	0.00
001-201-630-426	BUILDING MAINTENANC	2,922.00	0.00
001-201-915-809	NEW VEHICLES	1,001.00	1,001.00
001-246-525-231	GAS AND OIL	107.01	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-525-231	GAS & OIL	2,366.77	0.00
001-261-535-233	UNIFORMS	607.70	0.00
001-261-555-208	JANITORIAL & PAPER SU	179.50	0.00
001-261-558-269	BUILDING MAINTENANC	2,283.27	0.00
001-261-600-390	FIRE TRAINING	1,425.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	432.69	0.00
001-261-625-380	UTILITIES	2,536.59	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	744.07	0.00
001-261-630-404	RADIO MAINTENANCE /	190.00	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	839.00	0.00
001-281-502-201	REFERENCE PUBLICATIO	1,263.35	0.00
001-281-525-231	GAS & OIL	39.40	0.00
001-281-604-330	COPIER/PHONES/IPADS/	96.19	0.00
001-290-625-380	UTILITIES / CODE RED	126.75	0.00
001-301-525-231	GAS & OIL	1,438.82	0.00
001-301-535-233	UNIFORMS	15.99	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	2,248.01	0.00
001-301-560-270	CONSTRUCTION MATERI	7,651.83	0.00
001-301-565-272	STREETS SIGNS & PAINT	683.76	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	706.26	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	219.15	0.00
001-301-630-400	EQUIPMENT REPAIR &	348.79	0.00
001-301-691-550	MISCELLANEOUS	545.00	0.00
001-301-918-807	TRAFFIC CONTROL EQUI	-48.01	0.00
001-360-525-231	GAS & OIL	140.91	0.00
001-550-501-110	FIELD / PARKING LOT SU	2,651.06	0.00
001-550-501-208	JANITORIAL SUPPLIES	663.45	0.00
001-550-501-415	SPORTS PROGRAMS	3,350.42	0.00
001-550-525-231	GAS & OIL	216.01	0.00
001-550-535-233	UNIFORMS	333.08	0.00
001-550-555-250	OFFICE EQUIP / COMPU	1,463.00	0.00
001-550-600-330	PHONES/COPIERS/POST	499.66	0.00
001-550-600-340	UTILITIES	3,482.55	0.00
001-550-600-350	ADVERTISING	-100.00	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	2,275.00	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	565.40	0.00
001-550-610-350	TRAVEL/TRAINING	425.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	7,214.00	0.00
001-600-721-813	TRAFFIC LIGHT AND LIG	3,508.20	0.00
001-600-912-806	ERBR 53-420(01) OLD W	46,211.91	0.00
001-653-900-803	LIBRARY CAPITAL IMPRO	7,415.23	0.00
015-505-525-233	JET A FUEL PURCHASES	20,433.12	0.00
015-505-610-350	TRAVEL/CONFERENCE	700.00	0.00
015-505-625-380	UTILITIES	1,670.96	0.00
015-505-630-400	EQUIPMENT REPAIR &	783.36	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	6,695.30	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	4,781.48	0.00
022-322-625-380	UTILITIES	2,081.50	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,415.67	0.00
022-322-630-400	EQUIPMENT REPAIR &	2,003.70	0.00
303-600-600-309	LEGAL AND PROF SVCS E	21,227.67	0.00
309-316-912-850	LEGAL / ADMIN - AMERI	720.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	2,750.00	0.00
319-600-912-800	STREET OVERLAYS	185,260.64	0.00
380-551-600-945	CORNERSTONE PROFESS	1,222.50	0.00
380-551-600-947	CORNERSTONE MANAG	387.13	0.00
380-551-907-942	EXISTING PARK IMPROV	113,173.50	0.00
380-551-907-943	LIGHTING	211,345.67	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
380-551-907-945	CORNERSTONE - PHASE	486,356.32	0.00
380-551-907-947	CORNERSTONE TURF, ET	173,443.59	0.00
	Grand Total:	1,458,713.58	20,828.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,455,963.58	20,828.00
21008	2,750.00	0.00
	Grand Total:	20,828.00



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/06/21 ACCOUNT 23200

RUN DATE 09/28/21 PAGE 1
10:42 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	100	APPA									
367929	09/23/21	0	Annual Dues		10/06/21	19499.60	.00	CHK			
					VENDOR TOTAL:	19499.60					
VENDOR:	110	ARKANSAS ELECTRIC									
03008378	09/24/21	9944	Material		10/06/21	244.00	.00	ACH			
					VENDOR TOTAL:	244.00					
VENDOR:	139	ACC BUSINESS									
212567630-9/21	09/27/21	0	Internet services		10/06/21	1385.30	.00	ACH			
					VENDOR TOTAL:	1385.30					
VENDOR:	227	BULLDOG TOWING, LLC									
42821	09/21/21	9913	Towing		10/06/21	350.00	.00	CHK			
					VENDOR TOTAL:	350.00					
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
RFP#2 - 9/10/21	09/23/21	0	Primary Sub 161/69kv Improvt		10/06/21	112236.29	.00	ACH			
					VENDOR TOTAL:	112236.29					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
9/20/21	09/27/21	0	Storage unit rental		10/06/21	115.00	.00	ACH			
					VENDOR TOTAL:	115.00					
VENDOR:	400	IVY AUTO PARTS									
671616	09/21/21	9941	Repair Parts		10/06/21	86.27	.00	ACH			
671761	09/21/21	9952	Batteries		10/06/21	480.46	.00	ACH			
671806	09/21/21	9952	Batteries		10/06/21	172.98	.00	ACH			
671942	09/24/21	9958	Repairs		10/06/21	381.97	.00	ACH			
					VENDOR TOTAL:	1121.68					
VENDOR:	616	FUELMAN									
NP60760662	09/23/21	0	Fuel		10/06/21	2895.52	.00	CHK			
					VENDOR TOTAL:	2895.52					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/06/21 ACCOUNT 23200

RUN DATE 09/28/21 PAGE 2
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	812		HELENA CHEMICAL COMPANY								
62090031	09/24/21	9908	Right of Way Clearing		10/06/21	1058.50	.00	CHK			
					VENDOR TOTAL:	1058.50					
VENDOR:	907		INDOFF, INC.								
3505840	09/24/21	9804	Furniture		10/06/21	595.00	.00	ACH			
					VENDOR TOTAL:	595.00					
VENDOR:	1010		JT RAY COMPANY								
210915-523, 524	09/23/21	0	Copier service		10/06/21	223.08	.00	ACH			
					VENDOR TOTAL:	223.08					
VENDOR:	1017		JBHM ARCHITECTS PA								
20003.00 - #16	09/23/21	0	Consulting		10/06/21	2565.04	.00	ACH			
					VENDOR TOTAL:	2565.04					
VENDOR:	1106		LESLIE DEAN								
186	09/28/21	0	Maintenance		10/06/21	400.00	.00	ACH			
					VENDOR TOTAL:	400.00					
VENDOR:	1205		LOWE'S								
02578	09/24/21	9962	Supplies		10/06/21	311.34	.00	CHK			
07232	09/24/21	9962	Maintenance		10/06/21	144.80	.00	CHK			
07740	09/24/21	9962	Janitorial		10/06/21	42.22	.00	CHK			
08064	09/24/21	9962	Maintenance		10/06/21	103.54	.00	CHK			
					VENDOR TOTAL:	601.90					
VENDOR:	1292		MITCHELL SIGNS INC								
18534, 18535	09/27/21	0	Signage		10/06/21	6285.00	.00	CHK			
					VENDOR TOTAL:	6285.00					
VENDOR:	1394		NARRATIVE 12 LLC								
7/26/21, 8/25/21	09/23/21	0	Consulting		10/06/21	9000.00	.00	ACH			
9/24/21	09/27/21	0	Consulting		10/06/21	4500.00	.00	ACH			

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/06/21 ACCOUNT 23200

RUN DATE 09/28/21 PAGE 4

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL								
SEPT 2021	09/27/21	0	Utility bills		10/06/21	881.72	.00	DFT			
			VENDOR TOTAL:			881.72					
VENDOR:	1911		SPRINGER ENGINEERING INC								
14204	09/23/21	0	Railroad Easement		10/06/21	14900.00	.00	CHK			
			VENDOR TOTAL:			14900.00					
VENDOR:	1927		STAPLES BUSINESS CREDIT								
9/25/21 STMT	09/27/21	0	Office Supplies		10/06/21	396.16	.00	CHK			
			VENDOR TOTAL:			396.16					
VENDOR:	2017		TEREX UTILITIES								
7157240	09/27/21	9841	Truck Repair		10/06/21	471.00	.00	CHK			
7157242	09/27/21	9841	Truck Repair		10/06/21	341.00	.00	CHK			
			VENDOR TOTAL:			812.00					
VENDOR:	2019		TC MARKETING LLC								
1905	09/24/21	9872	Uniforms		10/06/21	2463.62	.00	CHK			
			VENDOR TOTAL:			2463.62					
VENDOR:	2104		UPS								
12031F371-2021	09/23/21	0	Postage		10/06/21	44.61	.00	CHK			
			VENDOR TOTAL:			44.61					
VENDOR:	2300		WALMART COMMUNITY BRC								
9/19/21 STMT	09/28/21	0	Supplies		10/06/21	297.04	.00	CHK			
			VENDOR TOTAL:			297.04					
VENDOR:	2305		WASTE PRO								
0000223946	09/24/21	9963	Dumpster		10/06/21	55.00	.00	ACH			
			VENDOR TOTAL:			55.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/06/21 ACCOUNT 23200

RUN DATE 09/28/21 PAGE 5
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INVOICE DATE PO NBR DESCRIPTION
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.

69110 09/23/21 0 Water
69116 09/27/21 0 Water

VENDOR TOTAL: 41.00

VENDOR: 2332 WCBI-TV

570963 09/23/21 0 Advertising

VENDOR TOTAL: 275.00

GRAND TOTAL: 197725.25

UNPAID INVOICES

INVOICE AMOUNT TAX PMT
AMOUNT TYP

16.40 .00 ACH
24.60 .00 ACH

275.00 .00 CHK



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 10/1/2021 - 10/1/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-000-053-206	7,269.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-000-053-206	6,058.00
Outstanding Total:					13,327.00
Department 000 - UNDESIGNATED Total:					13,327.00
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-110-491-135	250.00
Outstanding Total:					250.00
Department 110 - MUNICIPAL COURT Total:					250.00
Department: 120 - MAYORS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-120-491-135	50.00
CHALET	6478	09/14/2021	CITY OFFICIALS PHOTO 2021-2025	001-120-691-550	797.78
Outstanding Total:					847.78
Department 120 - MAYORS OFFICE Total:					847.78
Department: 123 - IT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-123-491-135	550.00
Outstanding Total:					550.00
Department 123 - IT Total:					550.00
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-142-491-135	450.00
Outstanding Total:					450.00
Department 142 - CITY CLERKS OFFICE Total:					450.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-180-491-135	300.00
Outstanding Total:					300.00
Department 180 - HUMAN RESOURCES Total:					300.00
Department: 190 - CITY PLANNER					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-190-491-135	350.00
Outstanding Total:					350.00
Department 190 - CITY PLANNER Total:					350.00

Expense Approval Report

Post Dates: 10/1/2021 - 10/1/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-197-491-135	775.00
Outstanding Total:					775.00
Department 197 - ENGINEERING Total:					775.00
Department: 201 - POLICE DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-201-491-135	29,700.00
Outstanding Total:					29,700.00
Department 201 - POLICE DEPARTMENT Total:					29,700.00
Department: 261 - FIRE DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-261-491-135	32,855.46
Outstanding Total:					32,855.46
Department 261 - FIRE DEPARTMENT Total:					32,855.46
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-281-491-135	650.00
TRUSTMARK NATIONAL BANK	10.18.21	09/29/2021	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	451.38
Outstanding Total:					1,101.38
Department 281 - BUILDING/CODES OFFICE Total:					1,101.38
Department: 301 - STREET DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-301-491-135	8,000.00
TRUSTMARK NATIONAL BANK	10.15.21	09/29/2021	#76508/ASPHALT TRUCK	001-301-820-876	16,855.45
TRUSTMARK NATIONAL BANK	10.18.21	09/29/2021	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	451.37
Outstanding Total:					25,306.82
Department 301 - STREET DEPARTMENT Total:					25,306.82
Department: 360 - ANIMAL CONTROL					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-360-491-135	1,000.00
Outstanding Total:					1,000.00
Department 360 - ANIMAL CONTROL Total:					1,000.00
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	001-550-491-135	6,150.00
CIVICPLUS	217398	09/24/2021	CIVIC REC & CP PAY ANNUAL FEES	001-550-600-300	4,500.00
NRPA - NATIONAL RECREATION & PARK ASSOCIA	INV0033880	09/24/2021	MEMBERSHIP #224926 PREMIER PACKAGE	001-550-690-555	675.00
SECURITY SOLUTIONS	218832	10/01/2021	QUARTERLY MONITORING FIELDS, CONCESSIONS, SPTSPLX	001-550-600-300	690.00
Outstanding Total:					12,015.00
Department 550 - PARKS AND REC DEPARTMENT Total:					12,015.00
Fund 001 - GENERAL FUND Total:					118,828.44

Expense Approval Report

Post Dates: 10/1/2021 - 10/1/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	015-505-491-135	2,500.00
Outstanding Total:					2,500.00
Department 505 - AIRPORT Total:					2,500.00
Fund 015 - AIRPORT FUND Total:					2,500.00
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2021-0	09/03/2021	POLICY 0290WC2020 10/1/2021-10/01/2022	022-322-491-135	24,250.00
NARRATIVE 12	09.27.21	09/29/2021	THINK GREEN FALL BILL INSER	022-322-610-375	1,775.00
TRUSTMARK NATIONAL BANK	10.18.2021	09/29/2021	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,743.59
Outstanding Total:					29,768.59
Department 322 - SANITATION DEPARTMENT Total:					29,768.59
Fund 022 - ENVIRONMENTAL SERVICES Total:					29,768.59
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-350348	09/01/2021	MONTHLY COURT MAINT- OCT. 2021	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
Grand Total:					151,272.03

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	118,828.44	0.00
015 - AIRPORT FUND	2,500.00	0.00
022 - ENVIRONMENTAL SERVICES	29,768.59	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
Grand Total:	151,272.03	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	13,327.00	0.00
001-110-491-135	WORKER'S COMPENSATI	250.00	0.00
001-120-491-135	WORKER'S COMPENSATI	50.00	0.00
001-120-691-550	MISC EXPENSES / ADVER	797.78	0.00
001-123-491-135	WORKER'S COMPENSATI	550.00	0.00
001-142-491-135	WORKER'S COMPENSATI	450.00	0.00
001-180-491-135	WORKER'S COMPENSATI	300.00	0.00
001-190-491-135	WORKER'S COMPENSATI	350.00	0.00
001-197-491-135	WORKER'S COMPENSATI	775.00	0.00
001-201-491-135	WORKER'S COMPENSATI	29,700.00	0.00
001-261-491-135	WORKER'S COMPENSATI	32,855.46	0.00
001-281-491-135	WORKER'S COMPENSATI	650.00	0.00
001-281-820-874	VEHICLE PAYMENTS	451.38	0.00
001-301-491-135	WORKER'S COMPENSATI	8,000.00	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	451.37	0.00
001-301-820-876	PRINCIPAL - HOT MIX AS	16,855.45	0.00
001-360-491-135	WORKER'S COMPENSATI	1,000.00	0.00
001-550-491-135	WORKERS COMPENSATI	6,150.00	0.00
001-550-600-300	PROFESSIONAL SERVICE	5,190.00	0.00
001-550-690-555	DUES, FEES & LICENSES	675.00	0.00
015-505-491-135	WORKER'S COMPENSATI	2,500.00	0.00
022-322-491-135	WORKER'S COMPENSATI	24,250.00	0.00
022-322-610-375	MDEQ RECYCLING GRAN	1,775.00	0.00
022-322-820-872	SWEEPER 2017	3,743.59	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
Grand Total:		151,272.03	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	151,272.03	0.00
Grand Total:	151,272.03	0.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 10-05-21
PAGE: 1 of 8

SUBJECT: Request approval of 2021 Municipal Compliance Questionnaire

AMOUNT & SOURCE OF FUNDING: N/A

The Municipal Compliance Questionnaire and related certification must be completed at the end of the fiscal year and entered into the official minutes of the governing authorities at the first regular meeting of the new fiscal year.

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

DEADLINE: 10/31/21

SUGGESTED MOTION:

MOVE APPROVAL OF THE 2021 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2020 – 25,997 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: ____ October 1, 2021 _____ To: ____ September 30, 2025 _____

5. Expiration date of current elected officials' term: ____ June 30, 2025 _____

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2021

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| . Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| . Municipal clerk (Section 21-15-38) | <u>Y</u> |
| . Deputy clerk (Section 21-15-23) | <u>Y</u> |
| . Chief of police (Section 21-21-1) | <u>Y</u> |
| . Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- | | | |
|-----|--|------------|
| 11. | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y
_____ |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y
_____ |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y
_____ |
| 14. | Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y
_____ |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y
_____ |
| 16. | Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y
_____ |
| 17. | Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y
_____ |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y
_____ |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y
_____ |

PART III - Purchasing and Receiving

- | | | |
|----|--|------------|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y
_____ |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y
_____ |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y
_____ |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y
_____ |

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	Jeffrey Rupp	108 Oakmont Road	662-364-7021
Alderman Ward 4	Mike Brooks	106 Shotts Ave	662-418-8978
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2021

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 10/05/2021
PAGE: 1

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-21

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

These are final budget adjustments for the Fiscal Year ended 9/30/21. A few departments were slightly over the 100% of budget used threshold and these adjustments clear those up through the excess sales tax collected.

FOR MORE INFORMATION CONTACT: Alderwoman Sandra Sistrunk or Lesa Hardin

**Budget Adjustments
Fiscal Year 9/30/21**

Account	Code	Debit	Credit
Professional Supplies / Svcs – Aldermen	001-100-680-311	500.00	
Court Supplies / Cr Card Mch Fees	001-110-501-200		5,000.00
Court Research Materials	001-110-600-300		2,500.00
Court Furniture & Equipment	001-110-918-805	10,000.00	
Youth Court Communications	001-111-604-330	300.00	
Election Workers	001-130-602-301		2,000.00
Surety Bonds	001-159-620-371	150.00	
Fuel Tank Abandonment	001-192-630-550	12,000.00	
Cemetery Admin – Oddfellows	001-196-631-402	1,200.00	
Fire – Gas & Oil	001-261-525-231	10,000.00	
Fire – Equipment and Supplies	001-26-918-820	55,000.00	
Civil Defense Equipment	001-290-918-805		5,000.00
Civil Defense Repairs	001-290-630-400		7,150.00
Travel – Planner	001-190-610-350		2,500.00
Training – Planner	001-190-690-553		1,000.00
Copiers, Phones, Etc	001-190-604-330		2,500.00
Transfer to Computer Assessment Fund	001-195-951-970	50,000.00	
Code Enf – Phones, Etc	001-246-604-330		1,500.00
MSU Fire Control	001-000-276-123		60,000.00
Sales Tax Revenue (18.5% of 7%)	001-000-260-082		50,000.00
Totals		\$ 139,150.00	\$ 139,150.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: October 5, 2021
PAGE: 1

SUBJECT: Request approval to purchase 3 radios from Teletec Communications for the amount of \$5,122.50. This is a sole source item that will work with our current radio system.

AMOUNT & SOURCE OF FUNDING 001-261-630-404

Hazardous Materials Emergency Preparedness Grant:

The amount of this grant is \$5,200 with an 80/20 match. The equipment for this grant would be purchased upfront and the SFD would be reimbursed 80%.

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Hazardous Material Grant was presented to the Board on the September 7, 2021 board agenda.

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to purchase 3 radios from Teletec Communications for the amount of \$5,122.50. This is a sole source item that will work with our current radio system.

TELETEC

Communications LLC

P. O. Box 9436 Columbus, MS 39705

Telephone: 662-328-8474 Fax: 662-328-8087

September 30, 2021
Starkville Fire Department
Chief Yarbrough
Starkville, MS

Teletec is pleased to quote on the following 2-way radio communications equipment for use on the MSWIN and MSU radio system. Programming to match existing radios in the department is included.
Pricing is delivered: Starkville

KENWOOD VP-5430 PORTABLE RADIO – BLACK CASE

QUANTITY	DESCRIPTION	PRICE EA	TOTAL
PORTABLE RADIO			
3	KENWOOD VP-5430F2 700 MHZ ANALOG-DIGITAL P25 RADIO	1395.00	
	KENWOOD P25 CONVENTIONAL LICENSE	INCL	
	KENWOOD P25 PHASE 1 LICENSE	INCL	
	KENWOOD P25 PHASE 2 LICENSE	INCL	
	KENWOOD KNB-L3M HI-CAP BATTERY 3400 mAh	INCL	
	KENWOOD KSC-32 DROP IN BATTERY CHARGER	INCL	
	KENWOOD KRA-32 700 MHZ WHIP ANTENNA	INCL	
	GPS	INCL	
	P25 PAGING ENCODE/DECODE	INCL	
	BLUETOOTH	INCL	
	INSTANT RECORDING REPLAY	INCL	
	VOICE RECORDING	INCL	
	BELT CLIP	INCL	
	PROGRAMMING FEE	INCL	
	TOTAL RADIOS		\$4,185.00
OPTIONS AND ACCESSORIES			
3	2 YEAR WARRANTY EXTENSION ON RADIO FOR TOTAL OF 5 YEARS	125.00	\$375.00
3	KENWOOD KMC-72M SPEAKER MICROPHONE WITH ACTIVE NOISE REDUCTION	100.00	\$300.00
3	LEATHER CASE FOR VP-5430 PORTABLE SIZED FOR L3 BATTERY, LEATHER FIREMANS STRAP SUPPLIED WITH ANTI SWAY BELT	87.50	\$262.50
	TOTAL QUOTATION		\$5,122.50

Sole source supplier

All pricing is Mississippi EPL 3744 or Below

Teletec is an approved reseller of Kenwood and EFJ Products, Mississippi EPL Vendor Number: 3100028161

Prices good for 30 days

Wes Golden, Teletec Communications, LLC



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 05, 2021
Page: 1

SUBJECT:

Request authorization to hire Andrew Castellanos as an Aircraft Lineman (FBO) in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This positions will be paid for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 015-505- 430-109

AUTHORIZATION HISTORY:

This is a replacement positions previously held by Chandler Bowman who resigned.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Andrew Castellanos as an Aircraft Lineman (FBO) in the Starkville Airport Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 05, 2021
Page: 1

SUBJECT:

Request authorization to hire Noah Stuckless as an entry level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Noah Stuckless - Grade 5, Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This position will be replacing Kenny Blake Wilson who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Noah Stuckless as an entry level Firefighter in the Starkville Fire Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 10/05/2021
PAGE: 1 of 1**

SUBJECT: Request approval to purchase Fusus Real-Time Crime Center in the Cloud

AMOUNT & SOURCE OF FUNDING: \$195,000 (three contract paid over duration)

LINE ITEM:

FISCAL NOTE:

Payment 1: Paid Upon Completion of Phase 1 - \$32,500

Payment 2: Paid Upon Service Implementation & Training - \$32,500

Payment 3: Paid On the Anniversary of Implementation (Year 2) - \$65,000

Payment 4: Paid On the Anniversary of Implementation (Year 3) - \$65,000

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT: CHIEF MARK BALLARD 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Approval of sole-source purchase from Fusus, at a total cost of \$195,000 paid over three years. Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations.



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

Dear Chief Ballard:

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department. Fusus is the sole entity with the authority to specify, implement, and service the solution on behalf of your Department.

FususONE, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by every Nationwide Agency under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususRegistry™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with your Department's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android Interoperability for Live View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups

PILEUM CORPORATION
190 East Capitol Street, Suite 175
Jackson, MS 39201
www.pileum.com



- Artificial Intelligence Search (rapid object-based video review) & Sentry (real-time object-based alerting) capabilities
- Patent-pending “dispatch-directed payload” digital media payload sharing with assigned Officers for Calls for Service
- An Operational Dashboard for monitoring secure chat channels between Department and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications
- A fūsusALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fūsusNOTIFY™ mass notification capabilities for community SMS alerts
- fūsusANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.

The fūsusCORE™ offers the following unique capabilities to your Department:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department’s real-time crime interface, fūsusONE
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fūsusREGISTRY™ portal offers the following unique capabilities to your Department:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations
- A secure portal, fūsusVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations, plus an SMS Text based (non-APP based) video and photo sharing capability, fūsusTIPS™
- Aggregation of all live incident views and recorded video into a case file for export to the Department’s long-term digital evidence management software (DEMS) system.



This letter documents that the Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Please contact me at (601) 573-6616 should you have any questions with regard to our products and services.

Sincerely,

Tarrien Williams

Pileum Corporation



We have prepared a quote for you

SPD - FUSUS RTCC - Pro Plan - 2021-9-10

Quote # 046996
Version 6

Prepared for:

Starkville Police Department

Chief Mark Ballard
m.ballard@cityofstarkville.org

FUSUS Real Time Crime Center Offer Letter

Chief Mark Ballard
City of Starkville Police Department
110 W Main Street
Starkville, MS 39759

Dear Chief Ballard,

Pileum Corporation and Fusus are honored that the Starkville Police Department is considering our organization to support its community safety initiatives by providing a platform to view both public and community video sources for incident situational awareness and investigations.

FususONE will provide the Starkville Police Department with a Real Time Crime video, dispatch, and IoT fusion platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry allowing deputies a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach by deputies to collect recorded video and image files from camera owners.

Upon execution of this agreement the project will initiate and consist of two phases. Upon signing and execution of this contract Phase 1 will begin with the integration of video including up to five (5) community locations, the Starkville Police Department's video assets, and integration to the Starkville Police Department's Computer Aided Dispatch system for thirty (30) days. At the conclusion of the thirty (30) days and with the Department's approval the balance of ten (10) locations will commence.

1. System Deliverables to the Starkville Police Department :

Phase 1 (No Cost Trial Period):

- Provide, configure, and install up to five (5) fususCORE appliances to support up to thirty (30) cameras per Core and necessary fususOPS app licenses, for a thirty (30) day trial
- Provide full project management, setup and training for fususONE and fususOPS
- Provide necessary project management and implementation services for video feeds to be configured for the fususONE application
- Integration of the City's Dispatch Software

Phase 2:

- Provide and install Enterprise Service Level access to fususONE (up to 1,000 data points / 500 video feeds) for: **\$65,000/year**

- Period of Subscription: 1 Year with option to renew for 2 more years, for a total of 3 years
- Provide full project management, setup, and training for fususONE and fususOPS
- Provide necessary project management and implementation services for video feeds to be configured for fususONE application
- Provide a full solution warranty for the life of the agreement
- Provide Phone (Tier 2) and onsite (Tier 3) technical support
- Provide 3 TB of cloud storage (fususVault)
- Provision of ten (10) CORE Pros at no cost, for a total of fifteen (15) CORE Pros
- The quote (following this letter) provides details on the fususONE Enterprise Software price and part numbers, totaling \$65,000/Year 1 and \$65,000 Per Year thereafter

2. Payment Terms:

- Payment 1: Paid Upon Completion of Phase 1 - **\$32,500**
- Payment 2: Paid Upon Service Implementation & Training - **\$32,500**
- Payment 3: Paid On the Anniversary of Implementation (Year 2) - **\$65,000**
- Payment 4: Paid On the Anniversary of Implementation (Year 3) - **\$65,000**

3. Statement of Work: The following capabilities will be delivered to the Starkville Police Department as part of this agreement.

Fusus will:

- **fususONE:** Setup and implement Starkville Police Department users, provide access to, and training on the fususONE enterprise data fusion and map-based situational awareness platform with up to 500 simultaneous video sources and unlimited fusus app (location/TIPS/CAD) data sources throughout the City
- **fususCORE:** Provision at the discretion of Fusus network engineers, and on behalf of the Starkville Police Department, fususCORE(s) for live video sharing through fususONE.
- **fususREGISTRY:** Fusus will create a custom website portal for the Office where empowered users can easily identify the location of privately-owned surveillance cameras along with the owner's contact information and share recorded video with Office investigators to assist in investigations.
- **fususVAULT:** The Office's fususONE subscription includes the investigator portal, fususVAULT, for secure request and receipt by investigators of fususREGISTRY user-owned videos, along with fususTIPS SMS text-based videos and photos, to assist with secure data collection in support of its investigations.
- **fususOPS:** The Office will have the ability to deploy the fususOPS smart-phone app for live video sharing from the field, viewing of video and to setup and transmit the location of teams for special events and critical incident management.
- Annual Subscription Price: **\$65,000 per year**
- Period of Subscription: 1 Year

- Standard Terms and Conditions of the Service are included (Appendix A)

Note: Additional COREs can be purchased at the following rate schedule:

- CORE Lite - \$200
- CORE PRO - \$600
- CORE Elite - \$4,000
- CORE Elite AI - \$5,000

4. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- fususONE SaaS with unlimited video alerts, access, and video download
- fususCORE warranty and technical support for the life of the agreement

Subscription to fususONE comes with the following:

- Unlimited Users to the fususONE - Real-Time Crime Center in the Cloud (RTC³)
- Unlimited Access to the fususONE Dashboard for the Starkville Police Department designated users
- Up to One-Hundred (100) fususOPS user licenses
- Setup of floor plans for locations provided by Starkville Police Department in fususONE
- Integration with the City's CAD System
- Installation and Technical Phone Support
- Full Warranty on all CORE devices, and system software
- Live U.S.-Based Phone Technical Support for the Life of the Agreement

5. Fusus Technical Requirements:

- Camera live-sharing compatibility will be assessed for each location prior to CORE delivery
- The Office will designate a primary POC for the deployment of fususONE
- CORE deployed locations will be required to provide a minimum network speed of .5mb/s per viewed camera for live video sharing through the system

6. Termination for Convenience:

- The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days notice to fusus. Services will be reimbursed on a pro-rated basis from the last day of the term through the remainder of the agreement. The cost of any unreturned or unserviceable fususCORE(s) will be deducted from the refund due on a \$5,000/Core Elite AI, \$4,000/CORE Elite, \$600/CORE Pro, \$200/CORE Lite basis.

We are privileged to work with you on this project. Should you have any questions, at any time, please feel free to call (601) 573-6616 or email me at tarrienwilliams@pileum.com.

Respectfully,

Tarrien Williams

FususONE Pro SaaS - Year 1

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1001	FususONE SaaS - 1 Year 1,000 Data Points/ 500 Video Feeds - includes 15 CORE Pros, CAD Integration, and fususOPS - 1 Year	\$65,000.00	1	\$65,000.00

Subtotal: \$65,000.00

FususONE Pro SaaS - Year 2

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1001	FususONE SaaS - 1 Year 1,000 Data Points/ 500 Video Feeds - includes 15 CORE Pros, CAD Integration, and fususOPS - 1 Year	\$65,000.00	1	\$65,000.00

Subtotal: \$65,000.00

FususONE Pro SaaS - Year 3

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1001	FususONE SaaS - 1 Year 1,000 Data Points/ 500 Video Feeds - includes 15 CORE Pros, CAD Integration, and fususOPS - 1 Year	\$65,000.00	1	\$65,000.00

Subtotal: \$65,000.00

SPD - FUSUS RTCC - Pro Plan - 2021-9-10

Prepared by:

Pileum Corporation
Elizabeth Frazier
601-863-0275
Fax 601-510-9718
elizabethfrazier@pileum.com

Prepared for:

Starkville Police Department
405 Lynn Ln
Starkville, MS 39759
Chief Mark Ballard
m.ballard@cityofstarkville.org
(662) 323-4131

Quote Information:

Quote #: 046996
Version: 6
Delivery Date: 09/10/2021
Expiration Date: 12/31/2021

Quote Summary

Description	Amount
FususONE Pro SaaS - Year 1	\$65,000.00
FususONE Pro SaaS - Year 2	\$65,000.00
FususONE Pro SaaS - Year 3	\$65,000.00

Total: \$195,000.00

Payment Options

Description	Periods	Payments	Amount	
Term Options				
Standard Terms and Conditions	One-Time Payments	One-Time	1	\$195,000.00

Summary of Selected Payment Options

Description	Amount
Term Options: Standard Terms and Conditions	
Total of One-Time Payments	\$195,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Term: This Agreement shall commence on the Project Start Date identified above and shall remain in effect until the completion of the Services, unless otherwise terminated as provided herein. Any unused hours on Block of Time will expire 3 years from contract execution.

Expenses: If resource is required to stay overnight, a per diem will be charged equal to the current GSA rates. Expenses will be billed at cost, and Travel Time will be billed at one-half of the resource's billable rate. Mileage reimbursement rate = IRS standard reimbursement rate.

Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

190 East Capitol St., Suite 175
Jackson, MS 39201
www.pileum.com
1 (888) 974-5386



Signature

Date

Appendix A

Fusus Terms of Service

Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fusus Software, and all Fusus Solutions and Services Provided via the Software, including but not limited to the FususONE, FususREGISTRY, FususOPS, FususALERT, FususCORE, AND FususVault product offerings.

Introduction:

a. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fusus LLC ("Fusus") and you, a user of the Fusus Software ("Software") and/or a Subscriber to the FususONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fusus Software, the Solution, and all other solutions, services and networks owned or controlled by Fusus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fusus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fusus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers,

directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

b. Updates to the Terms.

When using the Software, the Solution, and/or any others solutions and/or services provided by Fusus via the Software, You will be subject to any updates and revisions to these Terms. Fusus reserves the right, at Fusus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fusus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fusus Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fusus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

1. CONTENT

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fusus's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fusus and those owned by third parties and licensed to Fusus for use on the Software (collectively, "Trademarks"), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fusus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fusus through the Software is defined and referred to collectively in these Terms as "Content."

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fusus or controlled by Fusus through licenses granted to Fusus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fusus or of our licensors, and is protected by U.S. federal

copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fusus's copyright ownership of the Content, Fusus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software.

"Intellectual Property Rights," as used in these Terms, means any and all rights belonging to Fusus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fusus, Fusus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fusus grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the "Limited License"). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fusus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fusus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

2. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fusus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to Fusus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fusus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, "PII").

B. Fusus's Enforcement Rights in Subscriber-Generated Content.

You grant Fusus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fusus's cost and expense.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

3. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT

A. DMCA Notice for Copyright Infringement.

Fusus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

- (1) a subject line that says: "DMCA Copyright Infringement Notice"; and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and
- (6) a statement by You, made under penalty of perjury, that all information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Fusus may elect not to respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fusus may elect to remove allegedly infringing material that comes to its attention via

notices that do not substantially comply with the DMCA.

Fusus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:

By Mail:

Fusus

ATTN: DMCA Notice

5550 Triangle Pky, Suite 385

Peachtree Corners, GA 30092

By E-Mail:

support@Fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fusus's other rights, Fusus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fusus.

B. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fusus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of a mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says: "DMCA Counter-Notification"; and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who

provided DMCA notification to us or an agent of such person; and

(6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

C. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fusus a written notice to one of the addresses set forth in Section 4.A above that includes all of the following:

- (1) a subject line that says: "Intellectual Property Infringement Notice"; and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual property if multiple works have been infringed; and
- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith believe that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and
- (6) a statement by You, made under penalty of perjury, that all information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Fusus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fusus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FUSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

- (1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fusus may reject the use of any password, username, or email address for any reason in our sole discretion); and
- (2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- (3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and
- (4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and
- (5) You will immediately notify Fusus of any unauthorized use of Your Account, password, or username, or any other breach of security; and
- (6) You will not sell, transfer, or assign Your Account or any Account rights.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30 day notice period through the remainder of the term.

D. Software Access Charges.

Fusus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fusus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fusus may elect to impose (e.g., geographic or demographic limitations). Fusus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third- Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fusus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fusus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fusus has no responsibility for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fusus will respond to consumer service requests and other similar inquiries if properly communicated to Fusus.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

You represent and warrant the following in respect of this Agreement:

A. You have the necessary authority to enter into this Agreement; and

B. If You are an individual, You are over the age of eighteen; and

C. You shall cooperate with all of the instructions, rules, and procedures that apply to your Fusus Account;

D. You have provided and will continue to provide true, accurate, current, and complete Account registration information; and

E. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and

F. If you are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and

G. You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, including all laws regarding personal rights of privacy and publicity.

6. GENERAL PROVISIONS.

A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement, which will remain in full force and effect.

B. Communications.

Whenever you communicate with Fusus electronically, such as via e-mail, You consent to receive communications from Fusus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fusus is obligated to respond to inquiries that it receives.

C. Assignment.

Fusus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fusus.

D. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fusus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fusus.

F. Complete Agreement.

This Agreement contains Your entire understanding with Fusus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

UPDATED 09182020



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

AGENDA ITEM NO:
AGENDA DATE: October 5, 2021
PAGE: 1

SUBJECT: Request authorization for to advertise for bids for the construction of the Babylon Rd Sanitary Sewer Improvement project.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to advertise for bids for the construction of the Babylon Rd Sanitary Sewer Improvement project.