



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 19, 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



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

RECESS MEETING OF TUESDAY, OCTOBER 19, 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 21, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 5, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Odie Avery, Assistant City Planner
Trunk or Treat at McKee Park – Sunday, October 31, 2021, 5 – 7 pm

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

G T R LINK - POTENTIAL GAP DESIGNATION AND RESOLUTION OF INTENT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF SE 21-07: A REQUEST FOR SPECIAL EXCEPTION BY UMBLE COFFEE TO ALLOW FOR AN EATING AND DRINKING ESTABLISHMENT AT 216 INDUSTRIAL PARK ROAD IN AN INDUSTRIAL ZONING DISTRICT WITH PARCEL NUMBER 120L-00-006.00

PUBLIC HEARING AND CONSIDERATION OF SE 21-08: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE REQUIREMENTS AND PARKING LOT REQUIREMENTS AT STARKVILLE ACADEMY LOCATED AT 505 ACADEMY ROAD IN A SE ZONING DISTRICT WITH PARCEL NUMBER 102J-00-006.00

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF THE APPROVAL OF THE PROPOSED SFM PARKS AND RECREATION BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZATION FOR CITY CLERK TO TRANSFER _____ TO SFM ACCOUNT.

X. BOARD BUSINESS

A. CONSIDERATION OF GAP DESIGNATION AND RESOLUTION OF INTENT.

B. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT FOR FISCAL YEAR 2019-2020.

C. CONSIDERATION OF THE CONTRACT WITH WATKINS, WARD & STAFFORD FOR THE AUDIT OF THE CITY OF STARKVILLE FOR THE 2020-2021 FISCAL YEAR.

D. CONSIDERATION OF THE APPROVAL OF THE SPONSORSHIP PROGRAM AD UNDER MS CODE §17-3-1 FOR THE EXPRESS PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF STARKVILLE FOR THE MISS STARKVILLE PAGEANT TO BE HELD ON NOVEMBER 13, 2021.

E. DISCUSSION AND CONSIDERATION OF THE SIGN ORDINANCE WITHIN THE UNIFIED DEVELOPMENT CODE.

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

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$11,500 FOR THE SPORTSPLEX TURF FIELD TO REPLACE THE PROPOSED ASPHALT WALKWAY WITH CONCRETE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 12, 2021 FOR FISCAL YEAR ENDING 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. ACCEPTANCE OF SEPTEMBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT IN AN AMOUNT UP TO \$50,000.00 TO PURCHASE A 2022 PICKUP TRUCK FROM LOWEST QUOTE, PARKER MCGILL OF STARKVILLE IN THE AMOUNT OF \$48,782.63, TO BE USED FOR TASK FORCE TRAINING AND DEPLOYMENTS.
2. REQUEST AUTHORIZATION FOR TRAINING CHIEF CLARENCE PARKS, SGT. KEN BRITT AND SGT. JOSH COX TO ATTEND THE 2021 TRAINING CHIEF'S/TRAINING OFFICER'S CONFERENCE IN OXFORD, MS OCTOBER 27 – 29, 2021 AT AN APPROXIMATE COST OF \$2,000.00.
3. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BYRUM CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT ADELAIDE PHASE III.
4. REQUEST APPROVAL TO PURCHASE A MAKO CONTAINMENT FILL SYSTEM (AIR COMPRESSOR) FOR THE AMOUNT OF \$7,850 AS A SOLE SOURCE ITEM THAT WILL WORK WITH CURRENT SCBA UNITS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER JOSEPH WILLIAMS FROM THE PARKS & RECREATION DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS A LEAD LANDSCAPE WORKER .
2. REQUEST AUTHORIZATION TO HIRE HAYDEN TISDALE AND KELSIE TEBB AS ENTRY LEVEL POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE EVAN BETZ, DUSTIN CAPPS AND JAQUEZ RICH AS ENTRY LEVEL FIREFIGHTERS.

4. REQUEST AUTHORIZATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE LOWER OF TWO QUOTES FROM NEXTSTEP IN THE AMOUNT OF \$8,195.00 FOR WARRANTY RENEWAL OF NETWORK EQUIPMENT.

I. PARKS

1. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #2 WITH T & M STEEL FOR THE ADKERSON PLAZA WALL IN THE AMOUNT OF \$35,747.00.
2. CONSIDERATION TO ACCEPT THE PHASE 2, CHANGE ORDER #5 WITH T & M STEEL WHICH REDUCES THE MATERIAL REQUIRED FOR FIRE SPRINKLER SYSTEM, REMOVAL OF THE CONCESSION STAND ISLAND, REPLACE QUARTZ COUNTERTOPS WITH FOOD GRADE STAINLESS STEEL, REVISION CONCRETE FOOTER AND CONSOLIDATED OF ACCESS CONTROL SYSTEM IN THE AMOUNT OF \$21,214.00.
3. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #3 WITH T & M STEEL FOR ADDITIONAL CONCRETE WORK ON THE BACK STOP WALLS (\$3,193.00) AND PEDESTRIAN BRIDGE CLEARING (\$4,750.00) FOR A TOTAL OF \$7,943.00.
4. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #1 WITH T & M STEEL FOR A 4-INCH WATER TAP AND METER IN THE AMOUNT OF \$7,417.00.
5. CONSIDERATION TO ACCEPT LOWEST BID PROVIDED BY FOUR SEASON LANDSCAPING COMPANY TO PERFORM LANDSCAPING DUTIES AT THE SPORTS PLEX, MCKEE PARK, PATRIOTS PARK, JOSEY PARK, MONCRIEF PARK, NEEDMORE AND JL KING, AS OUTLINED IN THE PARKS QUOTE SHEET, IN THE AMOUNT OF \$13,950.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ACCEPT THE 100% REIMBURSEABLE \$4,320.00 FY22 JUSTICE ASSISTANCE GRANT TO BE USED IN THE AREA OF POLICE DUTY EQUIPMENT.

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 ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR ASPHALT MILLING AND PAVING OF WEST GILLESPIE STREET WHERE A WATERLINE CROSSING TOOK PLACE IN THE AMOUNT OF \$9,900.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC. FOR SUBSTATION RELAY PANELS AND EQUIPMENT FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS IN THE AMOUNT OF \$164,890.00.
3. REQUEST AUTHORIZATION REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NATIONAL WATER SERVICES, LLC FOR A VARIABLE FREQUENCY DRIVE PANEL TO BE INSTALLED AT THE HENDERSON WELL IN THE AMOUNT OF \$36,115.00.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM FIBERCO FOR THE RFQ REGARDING THE INSTALLATION OF FIBER OPTIC, CLOSURES WALL CABINETS, STORAGE LOOPS, ETC. FOR THE FIBER OPTIC CABLING CONNECTIONS TO THE STARKVILLE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF \$13,979.00.
5. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE TRIM CANE SEWER PUMP STATION, ARC PROJECT NUMBER MS-19749.
6. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT #1136-20-347-PF-01.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

**XVI. ADJOURN UNTIL NOVEMBER 2, 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: 10-19-21
PAGE: 1 of 33

SUBJECT: Request approval of the minutes of the September 21, 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 21, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 21, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 21, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Carver offered a motion, duly seconded by Alderman Rupp, to approve the September 21, 2021 Official Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, SEPTEMBER 21, 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 3, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

BRITTON JONES – CLARK GROVE SUBDIVISION

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING ON THE PROPOSED ADOPTION OF A GOLF CART OR LOW SPEED VEHICLE ORDINANCE

PUBLIC HEARING AND CONSIDERATION OF SE 21-06: REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR 5 LOTS TO BE CREATED WITHOUT FRONTING A PUBLIC STREET IN PHASE III OF THE ADELAIDE SUBDIVISION WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

IX. MAYOR’S BUSINESS

A. CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2032.

B. CONSIDERATION OF ADVERTISING FOR A PAID PARKING SOLUTION TO THE AREAS FROM MONTGOMERY STREET AT UNIVERSITY DRIVE TO CAMPUS, AND INCLUDING BUT NOT LIMITED TO RUSSELL STREET, LAMPKIN STREET, MAXWELL, PAIGE AND ADKERSON WAY.

C. CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE MANAGEMENT, OPERATION AND FUNDING OF GEORGE M. BRYAN FIELD LOCATED ON AIRPORT ROAD IN STARKVILLE, MISSISSIPPI.

D. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO SUPPLEMENT THE STARKVILLE POLICE DEPARTMENT FOR AN ADDITIONAL TWO (2) CERTIFIED POLICE OFFICERS.

E. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE PURPOSES OF REDESIGNING, REHABILITATING, EXPANDING AND IMPROVING THE MUNICIPAL PARKS LOCATED IN AND IMPACTING QUALIFIED CENSUS TRACTS.

X. BOARD BUSINESS

- A. CONSIDERATION OF RESCINDING THE SEPTEMBER 7, 2021 MOTION TO NEGOTIATE A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR (3) AIRPORT BOARD MEMBERS AND AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO BILOXI, MS ON NOVEMBER 10-12, 2021 TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE AT A TOTAL ESTIMATED COST OF \$2,700.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF PP 21-02: REQUEST TO MODIFY A PREVIOUSLY APPROVED PRELIMINARY PLAT FOR "ADELAIDE, PHASE III" LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.
2. CONSIDERATION OF REAPPOINTMENT OF PETER SUMMERLIN, THE SOLE CANDIDATE, TO THE WARD 4 VACANCY ON THE LANDSCAPE ADVISORY BOARD WITH A 4-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW BASE QUOTE FOR THE DAYLILLY DRIVE DRAINAGE PROJECT FROM H&H CONSTRUCTION IN THE AMOUNT OF \$26,760 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 14, 2020 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF AUGUST FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW TYLER ALAN DAVIS TO TRAVEL TO CHARLOTTE, NC FOR THE CAROLINA FIRE DAYS 2021 CONFERENCE, NOVEMBER 14 – 19, 2021 AT AN APPROXIMATE COST OF \$1,500.
2. REQUEST PERMISSION TO ALLOW CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS, AND B.C. JEROME CLARK TO ATTEND THE 2021 MID-WINTER FIRE CHIEFS CONFERENCE HELD IN GREENVILLE, MS, DECEMBER 7- 9, 2021 WITH ADVANCED TRAVEL (REGISTRATION AND HOTEL) AN APPROXIMATE COST OF \$1,200.
3. REQUEST PERMISSION TO ALLOW PAUL DAVIS RESTORATION TO COMPLETE THE MOLD REMEDIATION, RESTORATION AND REMODEL AT STATION 3 AT A COST OF \$13,850.15, THE HIGHER OF TWO LOCAL QUOTES, DUE TO IT INCLUDING DEMOLITION AND REMODELING WHICH THE OTHER COMPANY ONLY OFFERS REMEDIATION.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ANDREW ALLEN AS A GROUND MAINTENANCE WORKER IN THE STARKVILLE AIRPORT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE EMANUEL MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER FOR THE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. CONSIDERATION OF DECLARING SIXTY THREE COMPUTERS AND OTHER TECHNOLOGY ITEMS AS SURPLUS AND REMOVE FROM CITY INVENTORY PER THE LIST PROVIDED AND CONFIRMED.

I. PARKS

1. CONSIDERATION TO AWARD KIMLEY HORN THE CONTRACT TO UPDATE 2016 COMPREHENSIVE PARK MASTER PLAN TO INCLUDE A REDESIGN, REHABILITATION, EXPANSION AND IMPROVEMENT OF THE MUNICIPAL PARKS TO BE PAID FOR USING THE AMERICAN RESCUE PLAN ACT FUNDS.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE A 2018 CHEVROLET MALIBU LT, VIN:1G1ZD5ST3JF144083 WITH 90,621 MILES FROM BARNES CROSSING AUTO SALES STARKVILLE, MS, TO BE USED BY THE NARCOTICS DIVISION AS AN UNMARKED CAR AND PAID FOR PRIMARILY WITH THE POLICE FORFEITED FUNDS – STATE, LINE ITEM 001-000-334-126 AT A COST OF \$18,065.00, WHICH IS WITHIN THE ESTIMATED RANGE FOR THIS USED VEHICLE.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CLARKE POWER SERVICES, THE LOWER QUOTE, TO REPLACE THE TRANSMISSION ON THE 2014 FREIGHTLINER GARBAGE TRUCK AT A COST OF \$ 5,921.53 INCLUDING PARTS, FREIGHT AND SUPPLIES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DIVISION #26 2003 FORD RANGER (VIN:1FTYR10D83PB82754) AS SURPLUS AND TO AUCTION ON GOVDEALS.COM.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM NATIONAL WATER SERVICES, LLC IN THE AMOUNT OF \$12,598.92 FOR THE HENDERSON WELL MOTOR REPAIR.
3. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM QUALITY ALUMINUM AND HOME IMPROVEMENT TO REPLACE EXISTING AWNING FOR THE MAIN STARKVILLE UTILITIES OFFICE BUILDING IN THE AMOUNT OF \$12,342.52.
5. REQUEST AUTHORIZATION TO PURCHASE 14 EQUIPMENT LOCKERS FROM ULINE.COM, THE LOWER OF TWO QUOTES, IN THE AMOUNT NOT TO EXCEED \$8,000.00 FOR THE ELECTRIC DIVISION PERSONNEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Pending Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 5, 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. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 23:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 3, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2032.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution to request a 10 year extension of the 2% funding for the food and beverage tax from Senate Bill 3012 passed by the Mississippi Legislature and signed by the Governor in 2018” is enumerated, this consent item is thereby approved.

The Resolution follows this page.

4. CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE MANAGEMENT, OPERATION AND FUNDING OF GEORGE M. BRYAN FIELD LOCATED ON AIRPORT ROAD IN STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an updated interlocal agreement with Oktibbeha County and Mississippi State University for the management, operation and funding of George M. Bryan field located in Starkville, Mississippi, with funding to be shared 35%, 35% and 30% between the County, City and MSU respectively” is enumerated, this consent item is thereby approved.

The agreement follows the 2% Resolution.

5. CONSIDERATION OF APPROVAL FOR (3) AIRPORT BOARD MEMBERS AND AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO BILOXI, MS ON NOVEMBER 10-12, 2021 TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE AT A TOTAL ESTIMATED COST OF \$2,700.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval for (3) Airport Board Members and Airport Board Director Rodney Lincoln to Travel to Biloxi, MS on November 10-12, 2021 and to Attend the Mississippi Airport Association (MAA) Conference” is enumerated, this consent item is thereby approved.

**RESOLUTION TO EXTEND THE ECONOMIC DEVELOPMENT, TOURISM AND
CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON
THE GROSS REVENUE OF RESTAURANTS DERIVED FROM THE SALE OF
PREPARED FOOD, ALCOHOLIC AND NONALCOHOLIC BEVERAGES**

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

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.
2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.
3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018.
4. And again during the Regular Legislative Session of 2018, Senate Bill 3012 was passed which further extended the term of entities receiving distribution through June 30, 2022.
5. A portion of the proceeds from the two percent (2%) tax are obligated to service debt on the City’s Sportsplex through 2027 and will be used to support and maintain the construction and maintenance of the Cornerstone Sports Park for the 30 year term of those bonds.
6. Since its enactment, the two percent (2%) tax has been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding community.
7. Because the two percent (2%) tax has greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of 10 years, at the same distribution level, and to the same entities, as established in House Bill 1833.
8. Because Starkville simply seeks to extend the current legislation for an additional ten (10) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the extension of the two percent (2%) economic development, tourism, and convention tax for an additional

ten (10) year term, through and including June 30, 2032, with all other terms and conditions remaining the same.

After discussion, Alderman Ben Carver moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Jeffrey Rupp. The Mayor then put the question to a vote, and the result was as follows:

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

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 21st day of September 2021.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi

GEORGE M. BRYAN FIELD

AIRPORT CONTRACT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

THIS AGREEMENT made and entered into this ____ day of _____, 2021, between the City of Starkville, Mississippi, a municipal corporation located within Oktibbeha County, Mississippi, acting by and through its Mayor under the authority of an order of its Board of Aldermen authorizing the same and enrolled upon its minutes, hereafter called the “CITY” and Oktibbeha County, Mississippi, by and through its President of the Board of Supervisors under the authority of an order of the Board of Supervisors spread upon its minutes and hereafter called the “COUNTY” and Mississippi State University acting by and through its President and hereafter called the “UNIVERSITY”, witnesseth:

A. PARTIES

1. The parties recite that the Starkville Municipal Airport, George M. Bryan Field, hereafter called “BRYAN FIELD” is a Federal Aviation approved airport owned and operated by the City of Starkville under the provisions of Miss. Code Ann. §61-5-1 *et seq.*, cited as the Municipal Airport Law.
2. The parties further recite that the airport is located within the local multi-industry standard industrial park and has been, and will be in the future, a material factor in the industrial, education and economic growth of the County and City and the University.
3. The parties further recite that the acquisition of strategically placed additional land adjacent to BRYAN FIELD, certain improvements in the physical facilities, the provision of ten percent (10%) matching funds required for receipt of Federal Aviation Agency grants to acquire a portion of such additional land, and participation of the University, the County and City in the management and operation of Bryan Field, will serve the public interest, convenience and necessity of the county, the City, the University and its citizens.
4. The parties further recite that Mississippi State University has entered into this agreement under the provisions of Miss. Code Ann. §61-5-71 to provide additional funding for airport improvement and maintenance.
5. The parties stipulate further that Bryan Field is a public facility within the meaning of Miss. Code Ann. §17-13-7, that the parties are each public agencies and governing bodies within the meaning of Miss. Code Ann. §61-5-33, enjoying all the powers, privileges and authority conferred by the Municipal Airport Law upon such entities.

6. It is recognized that the parties entered into the original agreement as spread upon the minutes in Minute Book 30, Pages 121-123 of the governing body of the City of Starkville in April, 1986, attached as Exhibit "A," and as amended by the First Amendment to Airport Contract Interlocal Agreement dated December 7, 1992, attached as Exhibit "B."

B. TERM

The term of this agreement shall be for a period of ten (10) years beginning with the date of actual or constructive approval by the Attorney General of Mississippi in accordance with Miss. Code Ann. §17-13-11. This agreement will automatically extend and renew for successive one-year periods except that any party may terminate the same on any anniversary date by notice in writing delivered to the authorized representative of the governing bodies no less than 180 days prior to any effective anniversary.

C. OWNERSHIP

Presently existing property and facilities of Bryan Field will continue to be owned by the City. Property and facilities acquired during the effective life of this contract shall be owned by the parties, which shall be reconveyed to the City upon termination of this agreement by any party.

D. ADMINISTRATION

1. During the life of this agreement, the cost of acquisition, establishment, construction, enlargement, improvements, maintenance, management and regulation of Bryan Field will be borne thirty-five (35%) by the City of Starkville, thirty-five (35%) by Oktibbeha County and thirty (30%) by Mississippi State University. Notwithstanding any other provisions of this agreement, however, the total expenditures to be made for any purpose in any year shall be determined by a budget approved by the University and the governing bodies of both the City and the County on or before the beginning of any contract year. No airport, air navigation facility, airport hazard, or real or personal property, the cost of which is in excess of sums fixed by the joint agreements or allotted in the annual budget, may be acquired without separate approval of the University and the governing bodies of the City and the County.
2. Eminent domain proceedings may be instituted by the authority of the City and County governing bodies. If so authorized, such proceedings shall be instituted in the names of the City and County jointly and the property so acquired shall be held by the public agencies as tenants in common.
3. Resolutions, rules, regulations, and orders of the joint board, as identified and described in Section E below, shall become effective only upon the approval of the University and the governing bodies of the City and County. Upon approval, such resolutions, rules,

regulations, or orders of the joint board shall have the same effect as ordinances, resolutions, rules, regulations or orders of the University, the City and the County as the parties would have in their own territory or jurisdiction.

4. No indebtedness arising from the joint operation of Bryan Field shall be incurred except upon approval of the University and the governing authority of the City and County. It is stipulated by the City that no indebtedness exists against Bryan Field property or facility. It is understood however that the property and facilities of Bryan Field are held subject to certain covenants with the United States with which all parties to this agreement are familiar.
5. The City is hereby designated to receive, disburse and account for all funds of the joint undertaking and shall account to the County and the University annually or more often upon the specific request of the Board of Supervisors of Oktibbeha County or the University.

E. JOINT BOARD

1. Pursuant to Miss. Code Ann. §61-5-37, there is hereby created a joint board consisting of three (3) members serving as the City representatives, three (3) members serving as County representatives, and three (3) serving as University representatives. Members of the joint board will serve without compensation for such term as the University or the governing authority of the City and the governing authority of the County may designate for the respective appointees of each.
2. Upon required approval of this contract and appointment (or continuation of same) by the respective governing authorities, the joint board shall organize, select officers for terms designated by the joint board, not exceeding two (2) years, and adopt rules of procedure for its own operation. The joint board shall have power to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect, and police Bryan Field or air navigation facilities or airport hazards to be jointly controlled and operated subject to the limitations imposed by Miss. Code Ann. §61-5-39, and subject to the further limitation that expenditures of funds shall be limited to those items budgeted, approved and allocated in accordance with approved line budget items. Further, all public works contracts, public purchases and employment will be made by and through the governing authorities of the respective parties in accordance with statutory requirements imposed upon the governing authorities of the parties.

F. STIPULATIONS

1. The parties stipulate that the acquisition of lands, enlargement, improvement, maintenance, equipping and operation of Bryan Field and other navigation facilities by the respective governing authorities, the joint board, and the members thereof, are public and government functions exercised for a public purpose, being matters of public necessity within the meaning of Miss. Code Ann. §61-5-47.

Approved by a vote of the majority of the Board of Aldermen of the City of Starkville and executed to be effective this date as specified above and entered upon the minutes of the governing authorities.

CITY OF STARKVILLE

D. LYNN SPRUILL, MAYOR

Approved by a vote of the majority of the Board of Supervisors of Oktibbeha County and executed to be effective this date as specified above and entered upon the minutes of the governing authorities.

OKTIBBEHA COUNTY

JOE WILLIAMS, PRESIDENT
BOARD OF SUPERVISORS, 2021

Approved by the IHL Board of Trustees for and on behalf of Mississippi State University.

MISSISSIPPI STATE UNIVERSITY

DR. MARK KEENUM, PRESIDENT
MISSISSIPPI STATE UNIVERSITY

6. CONSIDERATION OF PP 21-02: REQUEST TO MODIFY A PREVIOUSLY APPROVED PRELIMINARY PLAT FOR “ADELAIDE, PHASE III” LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of PP 21-02 is a request to modify a previously approved Preliminary Plat for “Adelaide, Phase III” located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within a TN-N zoning district with parcel numbers 105-15-007.00 and 105-22-001.00 with the conditions listed below” is enumerated, this consent item is thereby approved.

Conditions of approval:

1. The dedication of a minimum of 10 feet of right-of-way shall be required to accommodate future roadway improvements and widening on all future phases of the subdivision.
2. A left turn lane on to South Montgomery Street shall be required for each entrance as shown on Attachment 6 based on the total number of constructed dwelling units within the entire subdivision. The trigger for the construction of the left turn lane shall be as follows:
 - North Site Drive at 400 dwelling units
 - Lawrence Avenue at 470 dwelling units
 - South Site Drive #1 at 550 dwelling units
 - South Site Drive #2 at 600 dwelling units
 - South Site Drive #3 at 600 dwelling units
3. A turnaround for emergency vehicles shall be provided at the west end of Bancroft Avenue, Saunders Street, and Dero Drive prior to the issuance of a building permit for Lot 95, 96, 101, 102, 107, and 108. Turnaround layout and design shall be shown on approved infrastructure drawings.

7. CONSIDERATION OF REAPPOINTMENT OF PETER SUMMERLIN, THE SOLE CANDIDATE, TO THE WARD 4 VACANCY ON THE LANDSCAPE ADVISORY BOARD WITH A 4-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Peter Summerlin to the Landscape Advisory Board with a 4-year term expiring on September 30, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTANCE OF THE LOW BASE QUOTE FOR THE DAYLILLY DRIVE DRAINAGE PROJECT FROM H&H CONSTRUCTION IN THE AMOUNT OF \$26,760 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low base quote for the Daylilly Drive Drainage Project from H&H construction in the amount of \$26,760 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

2 quotes received: H&H Construction \$26,760 and Warner Construction \$36,310

9. CONSIDERATION OF ACCEPTANCE OF AUGUST 2021 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of acceptance of August 2021 Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ALLOW TYLER ALAN DAVIS TO TRAVEL TO CHARLOTTE, NC FOR THE CAROLINA FIRE DAYS 2021 CONFERENCE, NOVEMBER 14 – 19, 2021 AT AN APPROXIMATE COST OF \$1,500.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Tyler Alan Davis to travel to Charlotte, NC for the Carolina Fire Days 2021 conference, November 14 – 19, 2021 at an approximate cost of \$1,500 (travel, meals, registration and hotel)” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ALLOW CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS, AND B.C. JEROME CLARK TO ATTEND THE 2021 MID-WINTER FIRE CHIEFS CONFERENCE HELD IN GREENVILLE, MS, DECEMBER 7- 9, 2021 WITH ADVANCED TRAVEL (REGISTRATION AND HOTEL) AN APPROXIMATE COST OF \$1,200.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Chief Charles Yarbrough, B.C. Roosevelt Harris, and B.C. Jerome Clark to attend the 2021 Mid-Winter Fire Chiefs Conference held in Greenville, MS, December 7- 9, 2021 with advanced travel (registration and hotel) an approximate cost of \$1,200” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ALLOW PAUL DAVIS RESTORATION TO COMPLETE THE MOLD REMEDIATION, RESTORATION AND REMODEL AT STATION 3 AT A COST OF \$13,850.15, THE HIGHER, BUT BEST, OF TWO LOCAL QUOTES, DUE TO IT INCLUDING DEMOLITION AND REMODELING WHICH THE OTHER COMPANY ONLY OFFERS REMEDIATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Paul Davis Restoration to complete the mold remediation, restoration and remodel at Station 3 at a cost of \$13,850.15, with SFD requesting the higher quote, because it includes demolition and remodel and the other company only offers remediation” is enumerated, this consent item is thereby approved.

Two Quotes received: Paul Davis \$13,850.15 and Absolute Clean: \$11,308.67

13. CONSIDERATION TO HIRE ANDREW ALLEN AS A GROUND MAINTENANCE WORKER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew Allen as a Ground Maintenance Worker in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE EMANUEL MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Emanuel McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Derrick Ware as a Maintenance Worker for the Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF DECLARING SIXTY-THREE COMPUTERS AND OTHER TECHNOLOGY ITEMS AS SURPLUS AND REMOVE FROM CITY INVENTORY PER LIST AND CONFIRMED.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring sixty three computers as surplus and remove from the City’s inventory per the list provided by the IT department” is enumerated, this consent item is thereby approved. A list of the items follows this page.

17. CONSIDERATION TO PURCHASE A 2018 CHEVROLET MALIBU LT, VIN:1G1ZD5ST3JF144083 WITH 90,621 MILES FROM BARNES CROSSING AUTO SALES STARKVILLE, MS, TO BE USED BY THE NARCOTICS DIVISION AS AN UNMARKED CAR AND PAID FOR PRIMARILY WITH THE POLICE FORFEITED FUNDS – STATE, LINE ITEM 001-000-334-126 AT A COST OF \$18,065.00, WHICH IS WITHIN THE ESTIMATED RANGE FOR THIS USED VEHICLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 2018 Chevrolet Malibu LT, VIN:1G1ZD5ST3JF144083 with 90,621 miles from Barnes Crossing Auto Sales Starkville, MS, to be used by the Narcotics Division as an unmarked car and paid for with the Police Forfeited Funds – State, line item 001-000-334-126 at a cost of \$18,065.00, which is within the estimated range for this used vehicle” is enumerated, this consent item is thereby approved.

18. CONSIDERATION FOR CLARKE POWER SERVICES, THE LOWER QUOTE, TO REPLACE THE TRANSMISSION ON THE 2014 FREIGHTLINER GARBAGE TRUCK AT A COST OF \$ 5,921.53 INCLUDING PARTS, FREIGHT AND SUPPLIES.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Clarke Power Services to replace the transmission on the 2014 Freightliner garbage truck at a cost of \$ 5,921.53 including parts, freight and supplies” is enumerated, this consent item is thereby approved.

Two quotes: Magnolia Diesel - \$6,564.29 and Clarke Power Services - \$5,921.53

19. CONSIDERATION TO DECLARE THE ELECTRIC DIVISION #26 2003 FORD RANGER (VIN:1FTYR10D83PB82754) AS SURPLUS AND TO AUCTION ON GOVDEALS.COM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare the Electric Division #26 2003 Ford Ranger (VIN:1FTYR10D83PB82754) as surplus and to auction on govdeals.com” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM NATIONAL WATER SERVICES, LLC IN THE AMOUNT OF \$12,598.92 FOR THE HENDERSON WELL MOTOR REPAIR.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from National Water Services, LLC in the amount of \$12,598.92 for the Henderson well motor repair” is enumerated, this consent item is thereby approved.

Two Quotes received: Water Services LLC - \$12,598.92 and Ratliff - \$15,118.70

Make	Model	Service Tag	Department
DELL	OPTIPLEX 3010	DZMQH02	CD
DELL	LATITUDE E6540	3CB1YZ1	CD
DELL	LATITUDE E6530	7BMX8W1	
DELL	OPTIPLEX 390	1ZJJZV1	CLERK
DELL	OPTIPLEX 390	1ZGKZV1	CLERK
DELL	OPTIPLEX 9020	C5VMGB2	CLERK
DELL	OPTIPLEX 3010	H9J09Z1	COURT
DELL	OPTIPLEX 3020	6YHW082	
DELL	OPTIPLEX 3020	89LHX12	CD
DELL	OPTIPLEX 3010	46567Y1	SAE
DELL	OPTIPLEX 3020	HG5BF42	
DELL	OPTIPLEX 3020	HGZHBY1	
DELL	OPTIPLEX 3010	FTCC9Z1	HR
DELL	OPTIPLEX 390	1ZHJZV1	HR
DELL	OPTIPLEX 390	6ckm8v1	HR
DELL		H9JZ821	Court
DELL	OPTIPLEX 3010	2VMDSW1	Court
DELL	Latitude E7450	h3z91aa	Parks
DELL	Latitude E7450	89zrk12	ComDev
DELL	OPTIPLEX 390	1ZJKZV4	Clerk
DELL	OPTIPLEX 3020	HR5LB32	Clerk
DELL	OPTIPLEX 390	1ZGJZV1	Clerk
DELL	OPTIPLEX 3010	GCB5CX1	Police
DELL	OPTIPLEX 3010	GCC1CX1	Police
DELL	OPTIPLEX 3020	9CYLB12	Police
DELL	OPTIPLEX 3020	59S5282	Police
DELL	OPTIPLEX 380	87YPJQ1	
DELL	OPTIPLEX 3020	89GSX12	CD
DELL	OPTIPLEX 7020	BWCQDB2	CLERK
DELL	OPTIPLEX 9020	H26TKB2	PARKS
DELL	OPTIPLEX 7440 AIO	59XMPD2	PARKS
DELL	OPTIPLEX 3020	87TPJQ1	
DELL	OPTIPLEX 3020	FTCG9Z1	
DELL	OPTIPLEX 3010	CTTDBY1	
DELL	OPTIPLEX 3020	JXV9082	
DELL		1DLNZ52	
DELL		7BMX8W1	Mayor
DELL		3CB1YZ1	CD
DELL		4VXZ9B1	ENG
DELL		D5XFJK1	CD
DELL	OPTIPLEX	7BGD842	PD
DELL	OPTIPLEX	GCC3CX1	PD
DELL	OPTIPLEX	GD4D182	PD
DELL	OPTIPLEX	FC98282	PD
DELL	OPTIPLEX	GCB3CX1	PD

21. CONSIDERATION OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM QUALITY ALUMINUM AND HOME IMPROVEMENT TO REPLACE EXISTING AWNING FOR THE MAIN STARKVILLE UTILITIES OFFICE BUILDING IN THE AMOUNT OF \$12,342.52.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Quality Aluminum and Home Improvement to replace existing awning for the main Starkville Utilities office building in the amount of \$12,342.52” is enumerated, this consent item is thereby approved.

Two Quotes received: Quality Aluminum - \$12,342.52 and Holdeman - \$14,193.90

23. CONSIDERATION TO PURCHASE 14 EQUIPMENT LOCKERS FROM ULINE.COM, THE LOWER OF TWO QUOTES, IN THE AMOUNT NOT TO EXCEED \$8,000.00 FOR THE ELECTRIC DIVISION PERSONNEL.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 14 equipment lockers from Uline.com in the amount not to exceed \$8,000.00 for the Electric Division personnel” is enumerated, this consent item is thereby approved.

Two Quotes received: Uline - \$7,568.99 and Global - \$11,001.95

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill commended the street department for getting ditches and drains cleaned which prevented flooding with recent rains. Everyone is looking forward to the upcoming football weekend and all departments will be prepared for the crowds.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the date of Bulldog Bash had been changed to Friday, November 5.

Alderman Rupp thanked the Starkville Main Street Association for recently hosting the MS Main Street Association conference noting it was good to communicate with other cities.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he was pleased with the streets being overlaid. He also noted everyone needed to be careful with masks, in that it makes it a little more difficult to “tell the bad guys from the good guys”.

Cate Van Halsema, Secretary of Starkville Strong, asked that some of the ARPA funding received by the City be used to assist homelessness and poverty in the area.

PUBLIC APPEARANCE: BRITTON JONES – CLARK GROVE SUBDIVISION

Mr. Jones inquired about obtaining temporary certificates of occupancy to allow residents to begin moving into approximately twelve homes which are ready in the Clark Grove Subdivision, prior to final storm water system inspection and approval. The Mayor explained he would need to go to the Community Development Department and file a variance request.

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON THE PROPOSED ADOPTION OF A GOLF CART AND LOW SPEED VEHICLE ORDINANCE

Alderman Brooks introduced the proposed Ordinance.

The Mayor then opened the Public Hearing.

Alvin Turner noted the police have slowed down racing in the City and that driving is safer now. He didn't want to see this Ordinance start new traffic problems.

There being no additional comments, the Mayor closed the Public Hearing.

PUBLIC HEARING AND CONSIDERATION OF SE 21-06: REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR 5 LOTS TO BE CREATED WITHOUT FRONTING A PUBLIC STREET IN PHASE III OF THE ADELAIDE SUBDIVISION WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

Daniel Havelin, City Planner, presented SE 21-06, a request by Neel-Schaffer, Inc. on behalf of Live Adelaide, LLC to allow for a deviation from the development standards for 5 additional proposed lots in Phase III of the Adelaide Subdivision. The proposed 5 lots front a common area and have vehicular access from the rear by a private alley. Section 15.3.2.A of the Unified Development Code states "Every lot shall have frontage on a public street unless otherwise allowed as part of an approved site plan for a Planned Unit Development or Optional District". Section 3.4.1 requires that any request to deviate from the use standards, development requirements, subdivision standards, or base dimensional standards that are non-dimensional in nature requires a Special Exception. To allow for the proposed lots to not front a public street, a Special Exception is required.

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

24. CONSIDERATION OF SE 21-06.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion to approve SE 21-06: a request for Special Exception to allow for 5 lots to be created without fronting a public street in Phase III of the Adelaide Subdivision.

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.

25. CONSIDERATION OF ADVERTISING FOR A PAID PARKING SOLUTION TO THE AREAS FROM MONTGOMERY STREET AT UNIVERSITY DRIVE TO CAMPUS, AND INCLUDING BUT NOT LIMITED TO RUSSELL STREET, LAMPKIN STREET, MAXWELL, PAIGE AND ADKERSON WAY.

Mayor Spruill asked to advertise for paid parking solutions which would be app based with no manual parking meters or hardware required. Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion to authorize advertising for a paid parking proposal for the areas of the City of Starkville known as Midtown and the Cotton District to include University Drive, Adkerson Way, Paige Avenue, Maxwell Street, Lampkin Street, Russell Street and Colonel Muldrow. 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.

26. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO SUPPLEMENT THE STARKVILLE POLICE DEPARTMENT FOR AN ADDITIONAL TWO (2) CERTIFIED POLICE OFFICERS.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion to approve using up to \$500,000 of the ARPA funds for the purpose of hiring, training, and equipping 2 additional Starkville police officers, and in so doing, adopting the findings and conclusions contained in Chief Ballard's report in the Board packets, and that the officers will be dedicated to combatting the rise in violent and gun-related crime as a result of the Covid-19 pandemic. 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.

27. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE PURPOSES OF REDESIGNING, REHABILITATING, EXPANDING AND IMPROVING THE MUNICIPAL PARKS LOCATED IN AND IMPACTING QUALIFIED CENSUS TRACTS.

Mayor Spruill addressed the Board and stated her thought in recommending this allocation to the parks was not to address only a particular neighborhood need or to address infrastructure that was already on the City's long-term capital improvements plan, but rather to rehabilitate parks all over town, that are open to use by all of Starkville's citizens, and that have a direct impact on the quality of life in Qualified Census Tracts within the City, and for individuals and families living in those Qualified Census Tracts. The allocations to JL King, Needmore, Moncrief, Patriots, Josey, and McKee parks will particularly address health disparities in low-income and minority communities, build stronger neighborhoods and communities conducive to mental and physical wellness, and promote healthy childhood environments, all of which combat COVID and the health and economic damages associated with it. Plus, getting people outside for outdoor recreation and socialization mitigates the spread of Covid-19. In addition, during the pandemic, our parks have seen an uptick in use, which has contributed to damage that needs to be fixed and maintenance that is long overdue. Thus, her goal in recommending the use of these one-time funds is to address areas all over the City, that are open to use by all of Starkville's citizens, but that due to their location in Qualified Census Tracts or near them, will combat the disproportionate impacts of Covid-19 on health and economic outcomes of low-income individuals.

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion to allocate approximately \$3,850,000.00 in ARPA funds for the purpose of redesigning, rehabilitating, expanding, and improving the municipal parks located in, and impacting, qualified census tracts within the City of Starkville, those parks being JL King, Needmore, Moncrief, Patriots, Josey, and McKee. In addition, allocating \$200,000 of ARPA funds to address water infrastructure in the Northgate neighborhood to combat the brown water experienced by the residents there.

Following discussion, Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to modify Alderman Brooks' motion to reserve \$350,000 for Northgate water repairs and \$250,000 for displaced persons and small businesses effected by Covid, leaving \$3,450,000.00 for park improvements.

The Board voted as follows on the amendment to the original motion:

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: Yea

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

A vote on the original motion, to use up to \$3,850,000.00 in ARPA funds to redesign, rehabilitate, expand and improve the municipal parks located in and impacting qualified census tracts and reserving \$200,000 in ARPA funds to be used for water repairs in the Northgate Subdivision while seeking additional matching funds from other sources, was then taken, with the Aldermen voting 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.

28. CONSIDERATION OF RESCINDING THE SEPTEMBER 7, 2021 MOTION TO NEGOTIATE A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.

Alderman Vaughn stated he would like to wait until Sports Facility Management has managed Cornerstone Park a year or more before expanding the contract. Alderman Carver, duly seconded by Alderman Beatty, offered a motion to rescind the motion of September 7, 2021, authorizing the Mayor to negotiate 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: 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: Yea

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

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 16, 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	\$ 247,440.17
Restricted Police Fund	002	3,288.59
Airport Fund	015	22,401.40
Restricted Airport	016	10,456.72
Sanitation	022	74,305.43
Industrial Park Bond	303	10,553.10
Public Improvement Bonds 2018	319	13,500.00
Park Bond - 2020	380	19,420.05
Sub Total Before Utilities		\$ 401,365.46
Utilities Dept.	SED	1,212,749.94
Total Claims	Total	\$ 1,614,115.40

30. CONSIDERATION TO AWARD KIMLEY HORN THE CONTRACT TO UPDATE THE 2016 COMPREHENSIVE PARK MASTER PLAN TO INCLUDE A REDESIGN, REHABILITATION, EXPANSION AND IMPROVEMENT OF THE MUNICIPAL PARKS TO BE PAID FOR USING THE AMERICAN RESCUE PLAN ACT FUNDS.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to award Kimley Horn, who scored the highest of the proposals submitted, the contract to update the 2016 Comprehensive Park Master Plan to include a redesign, rehabilitation, expansion and improvement of the Municipal Parks located in and impacting qualified census tracts to be paid for using the American Rescue Plan Act Funds.

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.

31. 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. Alderman Brooks recused himself at this time. Upon the motion of Alderman Rupp, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

32. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussing the pending litigation of Brooksville Schoolhouse Road Estates, LLC vs City of Starkville and Mayor Spruill when an open meeting would have a detrimental effect on the City's litigation position. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the pending litigation of Brooksville Schoolhouse Road Estates, LLC vs City of Starkville and Mayor Spruill when an open meeting would have a detrimental effect on the City's litigation position. At this time, the Board entered Executive Session.

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

Alderman Rupp offered a motion to return to open session. Alderman Sistrunk 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: Recused
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

34. A MOTION APPROVING THE TRI-PARTY FORBEARANCE AGREEMENT BETWEEN TRIANGLE DEVELOPMENT, LLC, BROOKVILLE SCHOOLHOUSE ROAD ESTATES, LLC, AND THE CITY OF STARKVILLE, MISSISSIPPI, RELATING TO THE BROOKVILLE GARDEN APARTMENT COMPLEX LOCATED AT 305 EVERGLADE AVENUE, STARKVILLE, MISSISSIPPI, AS PRESENTED.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to move approval of the Tri-Party Forbearance Agreement between Triangle Development, LLC, Brookville Schoolhouse Road Estates, LLC, and the City of Starkville, Mississippi, relating to the Brookville Garden Apartment Complex located at 305 Everglade Avenue, Starkville, Mississippi, as presented. The Board voted as follows:

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

TRI-PARTY FORBEARANCE AGREEMENT

THIS TRI-PARTY FORBEARANCE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 22 day of September, 2021 (the "Effective Date"), by and among Triangle Development, LLC, a Mississippi limited liability company ("Triangle"), Brookville Schoolhouse Road Estates, LLC, a Mississippi limited liability company ("Brookville"), and the City of Starkville, Mississippi ("City"), and, together with Triangle and Brookville, each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, Brookville is the owner of that certain multi-family apartment complex known as Brookville Garden Apartments, located at 305 Everglade Avenue, Starkville, MS 39759 (the "Apartment Complex");

WHEREAS, Brookville and Triangle have entered into a Purchase and Sale Agreement (PSA) for the Apartment Complex to effectuate that conveyance from Brookville to Triangle; and

WHEREAS, all Parties agree that the conveyance of the Apartment Complex by Brookville to Triangle is in the best interest of all Parties as well the tenants residing in the Apartment Complex and the citizens of City.

NOW THEREFORE, for and in consideration of the promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. The City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through December 31, 2021, such date being subject to extension to the extent necessary to obtain HUD approvals of the transfer of the Apartment Complex and the agreements associated therewith from Brookville to Triangle but not to exceed March 1, 2022. Within six (6) weeks of the execution of this forbearance agreement, Triangle shall notify the City in writing to Mayor Spruill of the progress of such HUD approval and the City shall immediately be likewise notified of final approval from HUD. If Triangle has not obtained HUD approvals for the transfer of the Apartment Complex by March 1, 2022, the Parties' obligations under this Agreement shall be deemed void and of no further force or effect. Such suspension of efforts by the City does not include suspension of applicable code enforcement efforts, including those under Miss. Code Ann. §21-19-11, other than demolition or deconstruction of any portion of the Apartment Complex, as facts and circumstances dictate.

2. In the event that Triangle does acquire the Apartment Complex from Brookville:
- a. The City agrees to waive any and all claims against Brookville and Brookville agrees to waive any and all claims against the City and its Mayor D. Lynn Spruill in her official and individual capacity.
 - b. The City agrees to forbear from any and all efforts to demolish or deconstruct any portion of the Apartment Complex for a period of nine (9) months following such Closing while Triangle pursues financing for a rehabilitation of the Apartment Complex. Pursuit of such financing shall be evidenced by Triangle sending written reports to the City, to the attention of Mayor Lynn Spruill, no later than three (3) months after the Closing and the conveyance of the Apartment Complex to Triangle with the first report to be provided no later than June 1, 2022. Delays in obtaining financing may result in a possible extension of the forbearance time, at the City's sole discretion, if evidenced by documentation of ongoing efforts. The city agrees to forbear any and all efforts to demolish or deconstruct any portion of the Apartment Complex following Triangle obtaining financing so long as Triangle continues to pursue rehabilitation and construction efforts evidenced by providing necessary plans and seeking building and construction permits from the City which will not be unreasonably withheld. The City agrees to give due consideration to extending such rehabilitation period if necessary and sought by Triangle, so long as Triangle has in good faith pursued its efforts to perform the rehabilitation.
 - c. From the date of execution of this Agreement until Closing, Brookville agrees to board up or otherwise use reasonable efforts to secure from entry by third parties any unoccupied buildings or buildings having been found by the Starkville Board of Aldermen to be a menace to the public health, safety, and welfare at such meetings following the process authorized by Miss. Code Ann. §21-19-11.
 - d. From Closing until the commencement of rehabilitation of such buildings, Triangle agrees to board up or otherwise use reasonable efforts to secure from entry by third parties any unoccupied buildings or buildings having been found by the Starkville Board of Aldermen to be a menace to the public health, safety, and welfare at such meetings following the process authorized by Miss. Code Ann. §21-19-11 at the Apartment Complex

3. Brookville and Triangle acknowledge and agree that Triangle's acquisition of the Apartment Complex is subject to the terms and conditions of the definitive PSA between Triangle and Brookville and performance of customary due diligence as set forth therein. Brookville shall not be obligated to sell, and Triangle shall be under no obligation to purchase the Apartment Complex by virtue of this Agreement, which obligation shall only be governed by such definitive PSA by and between Brookville and Triangle.

4. Brookville agrees to manage and maintain the Apartment Complex up and through the Closing and conveyance of the Apartment Complex to Triangle and not to permit waste with respect thereto during such time. Triangle agrees to manage and maintain the Apartment Complex after the Closing and conveyance of the Apartment Complex to Triangle and not to permit waste with respect thereto during such time.

5. Brookville shall indemnify, hold harmless, and defend City, and its officers, agents, employees, representatives, and volunteers, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person or for damage to any property ("Losses") arising before Closing out of or in connection with the condition of the Apartment Complex to the extent caused by the negligence or willful misconduct of Brookville (but excluding any Losses to the extent caused by the City or its employees, contractors or representatives) or any breach of any covenant, representation, warranty, or agreement on the part of Brookville made herein. Brookville's representations and warranties and the obligations under this Section shall commence upon the execution of this Agreement and shall survive Closing for a period of twelve (12) months or run for the duration of this Forbearance Agreement, whichever is longer. Notwithstanding the foregoing, in the event a claim is made in good faith with reasonable specificity in writing with respect to any indemnification obligation prior to the expiration of the applicable survival period specified above, such survival period shall automatically extend until the final resolution of such claim, but solely as it relates to that specific claim.

6. Triangle shall indemnify, hold harmless, and defend City, and its officers, agents, employees, representatives, and volunteers, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person or for damage to any property ("Losses") arising after Closing out of or in connection with the condition of the Apartment Complex, to the extent caused by the negligence or willful misconduct of Triangle (but excluding any Losses to the extent caused by the City or its employees, contractors or representatives), or any breach of any covenant or agreement on the part of Triangle made herein. Triangle's obligations under this Section shall commence upon Closing and survive Closing for a period of twelve (12) months or run for the duration of this Forbearance Agreement, whichever is longer. Notwithstanding the foregoing, in the event a claim is made in good faith

with reasonable specificity in writing with respect to any indemnification obligation prior to the expiration of the applicable survival period specified above, such survival period shall automatically extend until the final resolution of such claim, but solely as it relates to that specific claim.

7. Upon execution of this Agreement, Brookville shall immediately reimburse the City the aggregate amount set forth in the expense schedule attached as Exhibit A hereto for expenses incurred by the City with respect to the Apartment Complex and dismiss without prejudice the litigation styled *Brookville Schoolhouse Road Estates, LLC v. City of Starkville, Mississippi, and Lynn Spruill*, and pending in the United States District Court, Northern District of Mississippi, Case No. 1:21-CV-135.

8. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and it supersedes all prior understandings or agreements between the parties.

9. In the event that the requisite conveyance approval from HUD has been received, but Brookville and Triangle fail to effectuate the Closing and conveyance by December 31, 2021, the Parties' obligations under this Agreement shall be deemed void and of no further force or effect. In any such event, the City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through February 1, 2022.

10. In the event that the requisite conveyance approval from HUD has not been received by March 1, 2022, and as a result, Brookville and Triangle fail to effectuate the Closing and conveyance, the City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through April 1, 2022.

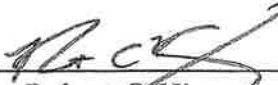
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors, and assigns.

12. This Agreement shall be governed by and construed under the laws of the State of Mississippi.

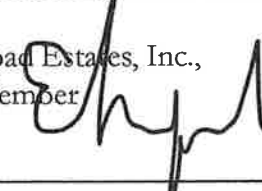
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

TRIANGLE DEVELOPMENT, LLC

By: 
Name: Robert C. King
Title: Managing Member

BROOKVILLE SCHOOLHOUSE ROAD ESTATES, LLC

By: Schoolhouse Road Estates, Inc.,
Its Managing Member 
By: _____
Name: Isaac Ehrenfeld
Title: Vice President

CITY OF STARKVILLE, MISSISSIPPI


By: _____
Name: Hon. Lynn Spruill
Title: Mayor

EXHIBIT "A"
City Reimbursement Invoices

See attached.

Date	ID	Department	Building	Description	Units	Unit Price	Expense Account	Amount
8/20/2021	BG-001	Fire	5	Eagle Construction - Removal of Asbestos containing materials			001-290-600-323	\$9,500.00
8/17/2021	BG-002	Fire	10	3day - Brookville Gardens Building #10, Lab Testing CA Labs			001-290-600-323	\$82.50
8/11/2021	BG-004	Clerk	4, 5, and 8	Starkville Daily News - AFB Removal of Buildings			001-169-615-342	\$108.96
8/26/2021	BG-005	Clerk	10	Starkville Daily News - AFB Removal of Buildings			001-169-615-342	\$108.96
8/31/2021	BG-006	Clerk		Transcription of motion hearing held on August 27, 2021.			001-169-600-309	\$76.00
9/1/2021	BG-007	Clerk	5	CA Labs Testing	3	8	001-290-600-323	\$24.00
9/1/2021	BG-008	Engineering		Employee Time				\$445.00
Total								\$10,345.42

35. MOTION TO ADJOURN UNTIL OCTOBER 5, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until October 5, 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 WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 1, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 1, 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 welcomed Tarrien Williams and Rich Ring of the Pileum Corporation regarding the FUSUS software. It extracts and unifies live video and data feeds from various sources which can create a central hub that enhances situational awareness and the investigative capabilities of law enforcement. Chief Ballard also spoke to the usefulness of this technology.

The Mayor and members of the Board discussed items on the upcoming October 5, 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

October 1, 2021

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF FUSUS REAL TIME CRIME CENTER CLOUD**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 5, 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, OCTOBER 1, 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 10-19-21
PAGE: 1 of 46

SUBJECT: Request approval of the minutes of the October 5, 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 October 5, 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
October 5, 2021**

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

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Mayor Spruill asked that the three Public Hearings concerning the Brooksville Garden Apts be removed from the agenda. They will be presented at the November 2, 2021 meeting.

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 5, 2021 Official Agenda with three Public Hearings removed. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, 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:

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 LEGISLATIVE 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. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 13:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 7, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 7, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 16, 2021 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 17, 2021 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT CONSULTANTS, LLC FOR THE REPRESENTATION OF THE CITY WITH STATE AND FEDERAL LEGISLATION OFFICIALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval for extending the contract with Cornerstone Government Affairs for the upcoming fiscal year of October 1, 2021 to September 30, 2022” is enumerated, this consent item is thereby approved. The contract extension follows this page.

6. 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “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 consideration for the next appointment term for Chris Smiley and Edward Kemp for the January 1, 2022 to December 31, 2026 term” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE FY 2021 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Fiscal Year 2021 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved. The questionnaire follows the Cornerstone Government Consultants contract extension.

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:

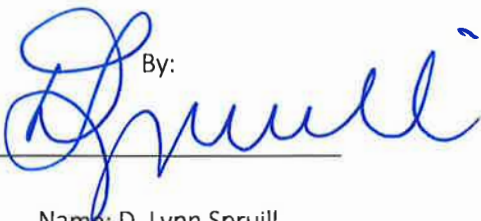
1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2021 through September 30, 2022 (the "**Term**").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of four thousand one hundred sixty-six dollars and sixty-six 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: 

Name: D. Lynn Spruill

Title: Mayor

Date: October 5, 2021

By: 

Name: Campbell Kaufman

Title: Principal & Managing Director

Date: 09/29/2021

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	1216 Van Buren Ave/38655	662-232-3208

**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.)

8. CONSIDERATION OF APPROVAL OF FY 21 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the proposed FY 21 Budget Adjustments” is enumerated, this consent item is thereby approved.

Account	Code	Debit	Credit
Professional Supplies / Svcs – Aldermen	001-100-680-311	500.00	
Municipal 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

9. CONSIDERATION OF 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 3 radios from Teletec Communications for the amount of \$5,122.50 as a sole source item that will work with current radio system with the City to be reimbursed 80% by the Hazardous Materials Emergency Preparedness Grant” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ANDREW CASTELLANOS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew Castellanos as an aircraft lineman (FBO) in the Starkville Airport” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE NOAH STUCKLESS AS AN ENTRY LEVEL FIREFIGHTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Noah Stuckless as an entry level Firefighter” is enumerated, this consent item is thereby approved.

12. CONSIDERATION 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “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 to be paid over three years” is enumerated, this consent item is thereby approved. 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.

13. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the construction of the Babylon Rd Sanitary Sewer Improvement project” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the recently sworn in Police K-9 Kojak and his handler Corp. Parker Madeen. She announced that the City Trash Bag distribution will not occur until November due to rebidding to attempt to obtain a lower cost.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked Chief Ballard to explain the benefits for the FUSUS system being purchased.

Chief Ballard then presented the FUSUS system and how it will benefit the City.

Alderman Rupp encouraged all to attend Pumpkinpoolza to be held on Main Street Thursday, October 28 and to consider sponsoring a pumpkin in the Talledegourd 500 for charity.

Alderman Vaughn expressed his concern in contracting out the management of all the City's Parks and how that will affect the current employees.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for the quick capture of the bank robbery two weeks prior. He asked drivers to be careful near Garrard Road and Jackson Streets in that the houses are close to the road, thus having smaller front yards and children closer to the streets.

Moe Higgins and Teddy Mullens of Spring Street Cigars updated the Mayor and Board of their construction at 101 Dr Douglas L. Conner Drive and presented MSU National Champion World Series Baseball Cigars to the Mayor and Board.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

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

Alderman Brooks introduced the proposed Ordinance and the modifications made since the previous Public Hearing.

The Mayor then opened the Public Hearing.

Alvin Turner asked that the golf carts have proper lighting especially now that the time is about to change and it will be getting dark earlier each day.

Chris Taylor inquired as to the age of a driver. There being no additional comments, the Mayor closed the Public Hearing.

14. CONSIDERATION OF ORDINANCE 2021 – 05

Alderman Brooks, duly seconded by Alderman Carver, offered a motion to approve Ordinance 2021 – 05: Ordinance pertaining to the use and regulation of golf carts and low-speed vehicles and for related purposes.

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.

ORDINANCE NO. 2021-05

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 5th day of October, 2021, by the following vote:

Alderman Ben Carver	<u>Yea</u>
Alderman Sandra Sistrunk	<u>Yea</u>
Alderman Jeffrey Rupp	<u>Yea</u>
Alderman Mike Brooks	<u>Yea</u>
Alderman Hamp Beatty	<u>Yea</u>
Alderman Roy A'. Perkins	<u>Yea</u>
Alderman Henry Vaughn	<u>Yea</u>


D. Lynn Spruill, Mayor

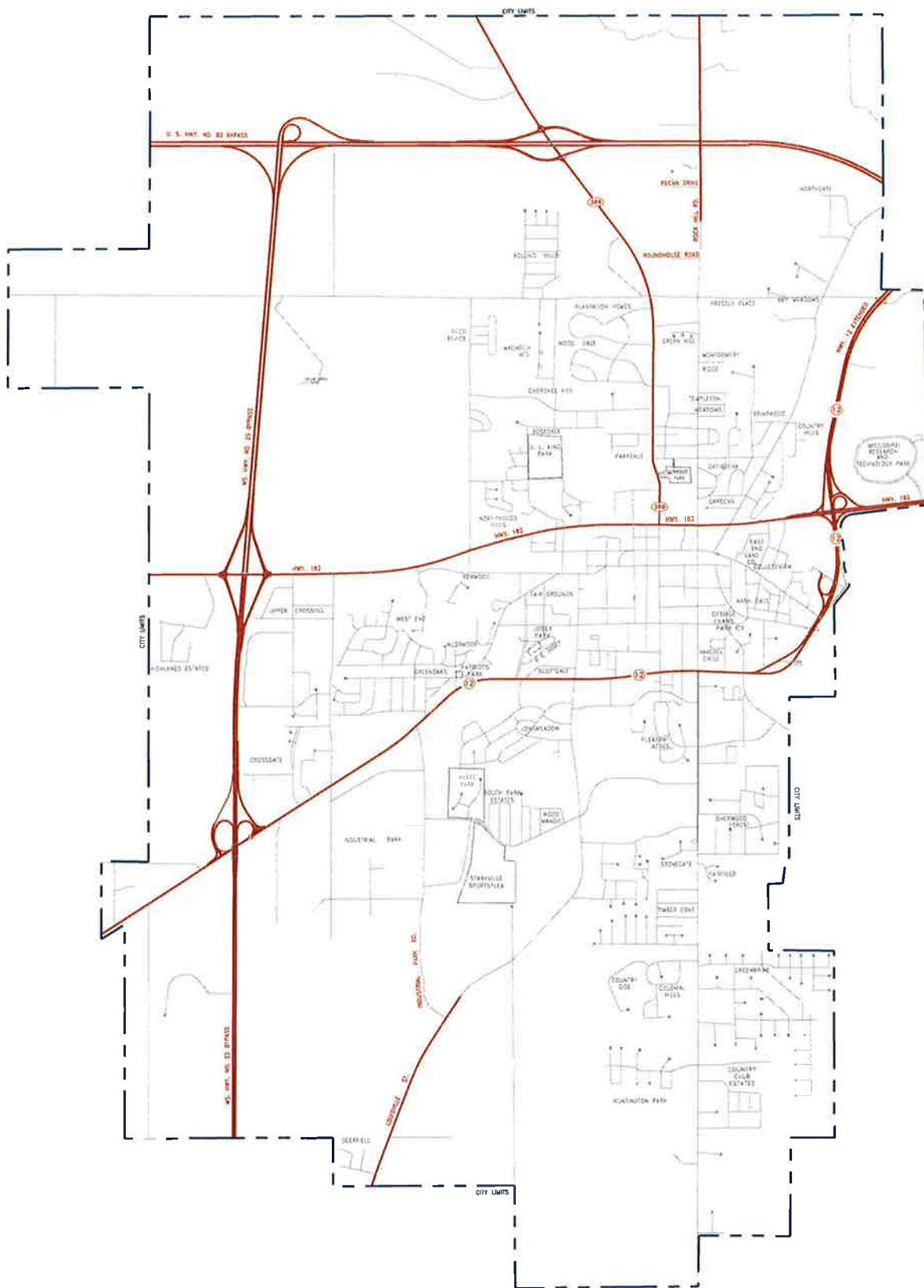
ATTEST:


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: CAS
 CHECKED BY: WBS
 QC BY: JCK
 SCALE: NTS
 PROJECT #

SHEET NUMBER
C1.0

REVISIONS

LOW SPEED VEHICLE MAP



STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN

STARKVILLE, MISSISSIPPI
 38676-1000

15. 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).

Mayor Spruill presented John Sparks of the Sports Facilities Network who discussed the services that would be provided and answered questions of the Mayor and Board.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion 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.

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: Nay

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

The SFM Contract follows this page.

16. 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.

Henry Minor of Kimley-Horn was present to answer questions of the Mayor and Board.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to approve 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 with the \$42,000 to be paid from the ARPA funds.

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 Kimley-Horn contract follows the SFM Contract.

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 31-7-1(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.

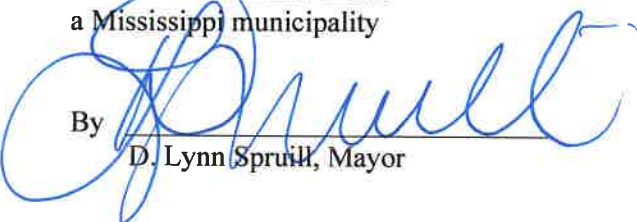
IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Facility Management Agreement, consisting of this and seven prior pages, to be executed as of the Effective Date by their respective duly authorized officers.

"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

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 l.sprewill@cityofstarkville.org
- ✓ Please copy l.hardin@cityofstarkville.org

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: D. Lynn Spruill

TITLE: Mayor - City of Starkville

Client's Federal Tax ID: 64-6001082

Client's Business License No.: n/a

Client's Street Address: 101 West Main Street
Starkville, MS 39759

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.

17. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKETS

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Dockets for all departments including Starkville Utilities, 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. 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.

Fiscal Year 9/30/21:

General Fund	001	\$ 219,261.47
Airport Fund	015	23,587.44
Sanitation	022	19,977.65
Industrial Park Bond	303	21,227.67
American Relief Fund	309	720.00
Public Improvement Bonds 2018	319	188,010.64
Park Bond - 2020	380	985,928.71
Sub Total Before Utilities		\$,1,458,713.58
Utilities Dept.	SED	829,253.21
Total Claims	Total	\$ 2,287,966.79

Fiscal Year 9/30/22:

General Fund	001	\$ 118,828.44
Airport Fund	015	2,500.00
Sanitation	022	29,768.59
Computer Assessments	107	175.00
Total Claims	Total	\$ 151,272.03

18. MOTION TO ADJOURN UNTIL OCTOBER 19, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until October 19, 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)

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, CONSENTING TO THE PARTICIPATION OF THE CITY IN THE “GROWTH AND PROSPERITY PROGRAM” ESTABLISHED BY THE MISSISSIPPI GROWTH AND PROSPERITY ACT; ACKNOWLEDGING THAT, THAT ONCE OKTIBBEHA COUNTY IS DESIGNATED AS A “GROWTH AND PROSPERITY COUNTY” AND THE CITY IS DESIGNATED AS A GROWTH AND PROSPERITY PROGRAM PARTICIPANT UNDER THE MISSISSIPPI GROWTH AND PROSPERITY ACT, ANY AND ALL MISSISSIPPI DEVELOPMENT AUTHORITY APPROVED BUSINESS ENTERPRISES WILL RECEIVE UP TO A TEN (10) YEAR EXEMPTION FROM CITY AD VALOREM TAXES, EXCLUDING AD VALOREM TAXES LEVIED FOR SCHOOL PURPOSES OR TO PAY THE COSTS OF PROVIDING FIRE AND POLICE PROTECTION; AND RELATED MATTERS

WHEREAS, the Board of Aldermen (the “Board”) of the City of Starkville, Mississippi (the “City”), acting for an on behalf of the City, hereby finds, adjudicates and determines as follows:

1. All references herein to the “Code” shall mean the Mississippi Code of 1972, as amended;
2. The Mississippi Development Authority (the “MDA”) has advised the Golden Triangle Development LINK (the “LINK”) that Oktibbeha County, Mississippi (the “County”) meets the requirements prescribed by the Mississippi Growth and Prosperity Act, codified as Code Section 57-80-1, *et seq.* (the “GAP Act”), necessary for the County to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a “growth and prosperity county” as contemplated in Code Section 57-80-7;
3. The municipal boundaries of the City are located entirely within the boundaries of the County;
4. Pursuant to Code Section 57-80-7, and conditioned upon the MDA issuing a certificate of public convenience and necessity designating the County as a “growth and prosperity county” under the GAP Act, the City may therefore also elect to consent to participation in the Growth and Prosperity Program established by the GAP Act;
5. It is in the best interests of the City and its residents that the LINK prepare and submit to the MDA on behalf of the City and the County all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a “growth and prosperity county” and the City as a Growth and Prosperity Program participant; and further that Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City should be authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue the aforementioned certificate of public convenience and necessity designating the County as a “growth and prosperity county” and the City as a Growth and Prosperity Program participant; and
6. The Board acknowledges and understands that, once the County is designated as a “growth and prosperity county” and the City is designated as a Growth and Prosperity Program participant under the GAP Act, any and all MDA approved business enterprises will receive up to a ten

(10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. The LINK is hereby authorized and directed to prepare and submit to the MDA on behalf of the City all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a “growth and prosperity county” and the City as a Growth and Prosperity Program participant under the GAP Act.

SECTION 2. The City hereby consents to the designation of the City as a participant in the Growth and Prosperity Program pursuant to the GAP Act; and the Board hereby memorializes its acknowledgment and understanding that, once the County is designated as a “growth and prosperity county” and the City is designated as a Growth and Prosperity Program participant pursuant to the GAP Act, any and all MDA approved business enterprises will receive up to a ten (10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection.

SECTION 3. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are each hereby authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue a certificate of public convenience and necessity designating the County as a “growth and prosperity county” and the City as Growth and Prosperity Program participant pursuant to the GAP Act; or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes of these Resolutions.

SECTION 4. Captions. The captions or headings of this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

[remainder of page intentionally left blank]

Following the reading of the foregoing resolution and discussion thereof, Board member _____ moved the motion to adopt the foregoing resolution and Board member _____ seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Hamp Beatty	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, October ____, 2021.

City of Starkville, Mississippi

Lynn Spruill,
Mayor

ATTEST:

Lesa Hardin,
City Clerk

(seal)

RESOLUTION OF THE BOARD OF SUPERVISORS OF OKTIBBEHA COUNTY, MISSISSIPPI, CONSENTING TO THE DESIGNATION OF THE COUNTY A "GROWTH AND PROSPERITY COUNTY" UNDER THE MISSISSIPPI GROWTH AND PROSPERITY ACT; ACKNOWLEDGING THAT, THAT ONCE DESIGNATED AS A "GROWTH AND PROSPERITY COUNTY" UNDER THE MISSISSIPPI GROWTH AND PROSPERITY ACT, ANY AND ALL MISSISSIPPI DEVELOPMENT AUTHORITY APPROVED BUSINESS ENTERPRISES WILL RECEIVE UP TO A TEN (10) YEAR EXEMPTION FROM COUNTY AD VALOREM TAXES, EXCLUDING AD VALOREM TAXES LEVIED FOR SCHOOL PURPOSES OR TO PAY THE COSTS OF PROVIDING FIRE AND POLICE PROTECTION; AND RELATED MATTERS

WHEREAS, the Board of Supervisors (the "Board") of Oktibbeha County, Mississippi (the "County"), acting for and on behalf of the County, hereby finds, adjudicates and determines as follows:

1. All references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;

2. The Mississippi Development Authority (the "MDA") has advised the Golden Triangle Development LINK (the "LINK") that the County meets the requirements prescribed by the Mississippi Growth and Prosperity Act, codified as Code Section 57-80-1, *et seq.* (the "GAP Act"), necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" as contemplated in Code Section 57-80-7;

3. It is in the best interests of the County and its residents that the LINK prepare and submit to the MDA on behalf of the County all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county"; and further that President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County should be authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue the aforementioned certificate of public convenience and necessity designating the County as a "growth and prosperity county"; and

4. The Board acknowledges and understands that, once the County is designated as a "growth and prosperity county" under the GAP Act, any and all MDA approved business enterprises will receive up to a ten (10) year exemption from County ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. The LINK is hereby authorized and directed to prepare and submit to the MDA on behalf of the County all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county".

SECTION 2. The County hereby consents to the designation of the County as a "growth and prosperity county" pursuant to the GAP Act; and the Board hereby memorializes its acknowledgment

and understanding that, once the County is designated as a “growth and prosperity county” pursuant to the GAP Act, any and all MDA approved business enterprises will receive up to a ten (10) year exemption from County ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection.

SECTION 3. The President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County are each hereby authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue a certificate of public convenience and necessity designating the County as a “growth and prosperity county” pursuant to the GAP Act; or which the President of the Board, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes of these Resolutions.

SECTION 4. Captions. The captions or headings of this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

[remainder of page intentionally left blank]

Following the reading of the foregoing resolution and discussion thereof, Supervisor _____ moved the motion to adopt the foregoing resolution and Supervisor _____ seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Supervisor John P. Montgomery, Jr.	voted: _____
Supervisor Orlando L. Trainer	voted: _____
Supervisor Marvell Howard	voted: _____
Supervisor Bricklee Miller	voted: _____
Supervisor Joe L. Williams	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President of the Board of Supervisors declared the motion carried and the resolution adopted this day, October _____, 2021.

Oktibbeha County, Mississippi

Joe L. Williams,
President, Board of Supervisors

ATTEST:

Sharon Livingston,
Chancery Clerk

(seal)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 19, 2021
PAGE: Page 1 of 6

SUBJECT:

Public Hearing and consideration of SE 21-07 a request for Special Exception to allow for an eating and drinking establishment at 216 Industrial Park Road in an Industrial zoning district with parcel number 120L-00-006.00

SUMMARY:

This is a request by Kenneth Thomas of Boardtown Enterprises and Umble Coffee Co to allow for an Eating & Drinking Establishment to be located at 216 Industrial Park Road in an Industrial zoning district. The applicant is seeking a Special Exception to have a coffee shop/restaurant as part of a coffee roasting business. The primary use of the property will be for the roasting and distribution of coffee which is classified as "Manufacturing and Industrial Light". The proposed coffee shop/restaurant would be a secondary use and is classified as an "Eating & Drinking Establishments". While the roasting and distribution of coffee is a permitted use in an Industrial zoning district, a coffee shop/restaurant requires a special exception. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for an "Eating & Drinking Establishments" in an I (Industrial) zoning district.

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval. An eating and drinking establishment as a secondary use to the primary use of manufacturing and industrial light, the intent of the I (Industrial) zoning district isn't compromised. Section 8.1.1 states "The intent of the Industrial district is to implement the industrial component of the Special district placetype of the Starkville Comprehensive Plan".

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 5 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 15, 2021.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the notifications.

At the October 12, 2021 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

SUGGESTED MOTION:

Move approval of SE 21-07 a request for Special Exception to allow for an eating and drinking establishment at 216 Industrial Park Road in an Industrial zoning district.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Public Hearing and consideration of SE 21-07 a request for Special Exception to allow for an eating and drinking establishment at 216 Industrial Park Road in an Industrial zoning district with parcel number 120L-00-006.00
Date: October 12, 2021

The purpose of this report is to provide information regarding a Special Exception request by Kenneth Thomas of Boardtown Enterprises and Umble Coffee Co to allow for an Eating & Drinking Establishment located at 216 Industrial Park Road in an I (Industrial) zoning district with the property #120L-00-006.00. Please see attachments 1-2.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to have a coffee shop/restaurant as part of a coffee roasting business. The primary use of the property will be for the roasting and distribution of coffee which is classified as "Manufacturing and Industrial Light". The proposed coffee shop/restaurant would be a secondary use and is classified as an "Eating & Drinking Establishments". While the roasting and distribution of coffee is a permitted use in an Industrial zoning district, a coffee shop/restaurant requires a special exception. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for an "Eating & Drinking Establishments" in an I (Industrial) zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

Section 13.7.10. Eating and Drinking Establishments

D. Additional Standards:

1. Drive-ins and drive-thrus are only permitted in CN, C, CR, and O zoning districts. Drive-ins and drive-thrus in all other districts that the use is permitted shall require a special exception.
2. An eating and drinking establishment with a drive-thru must provide a minimum of six (6) spaces before the order board, with another two (2) spaces provided between the order board and the transaction window.
3. A coffee shop less than five hundred (500) square feet of floor space with a drive-thru must provide a minimum of three (3) spaces measured from the order box.
4. Drive-thru lanes where adjacent to parking area shall be physically separated from all parking spaces and pedestrian areas by a landscape island that is a minimum of three (3) foot wide with a six (6) inch vertical curbs. A bypass lane shall be required for all drive-thrus.
5. When live entertainment is offered, amplified music, loudspeakers, and similar noise devices shall not be permitted outdoors after 10:00 p.m. Sunday through Thursday.
6. For existing buildings with an eating & drinking establishment use at the time of the adoption of the code located in a TN-E, shall be allowed to continue the use as an eating & drinking establishment even if ownership is changed. Any expansion of an existing building

and/or the addition of new habitable structures shall be approved as part of a special exception request. Any additional parking shall not be located within the front yard.

7. The conversion of an existing building located in a TN-E to another allowed use shall require approved by the Board of Aldermen as a use exception or special exception within the existing building(s). Any expansion of an existing building and/or the addition of new habitable structures shall require approved by the Board of Aldermen as a special exception. Any additional parking shall not be located within the front yard.
8. For new buildings in a TN-E zoning district, the maximum square footage shall be limited to fifteen hundred (1,500) square feet unless additional square footage is approved as part of a special exception request. Setbacks shall comply with the residential infill standards for the zoning district and parking shall not be located in the front yard.

Section 18 Definitions

Eating and drinking establishments- A business establishment that provides prepared food for patrons for consumption on the premises inside, outside, or for takeout; in which the establishment may or may not provide alcoholic beverages, beer, and light wine; and live entertainment. Alcoholic beverages including wine, beer, spirits, and light wine, may be sold and consumed in conjunction with the food service and shall meet all applicable state and local laws, regulations, and ordinances.

Manufacturing and industrial, light- A facility conducting any light industrial activity which does not involve the use of hazardous materials, and/or has the potential to generate excessive noise, odor, vibration, or other emissions including but not limited to assembling, compounding, food processing, beverage processing, processing, or treatment of products.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.

7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 5 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 15, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response to the notification

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval. An eating and drinking establishment as a secondary use to the primary use of manufacturing and industrial light, the intent of the I (Industrial) zoning district isn't compromised. Section 8.1.1 states "The intent of the Industrial district is to implement the industrial component of the Special district placetype of the Starkville Comprehensive Plan".

CONDITIONS OF APPROVAL

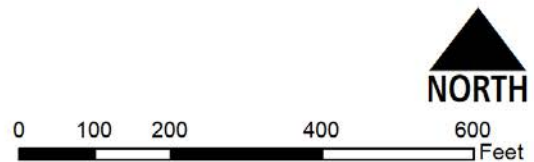
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 21-07 Aerial

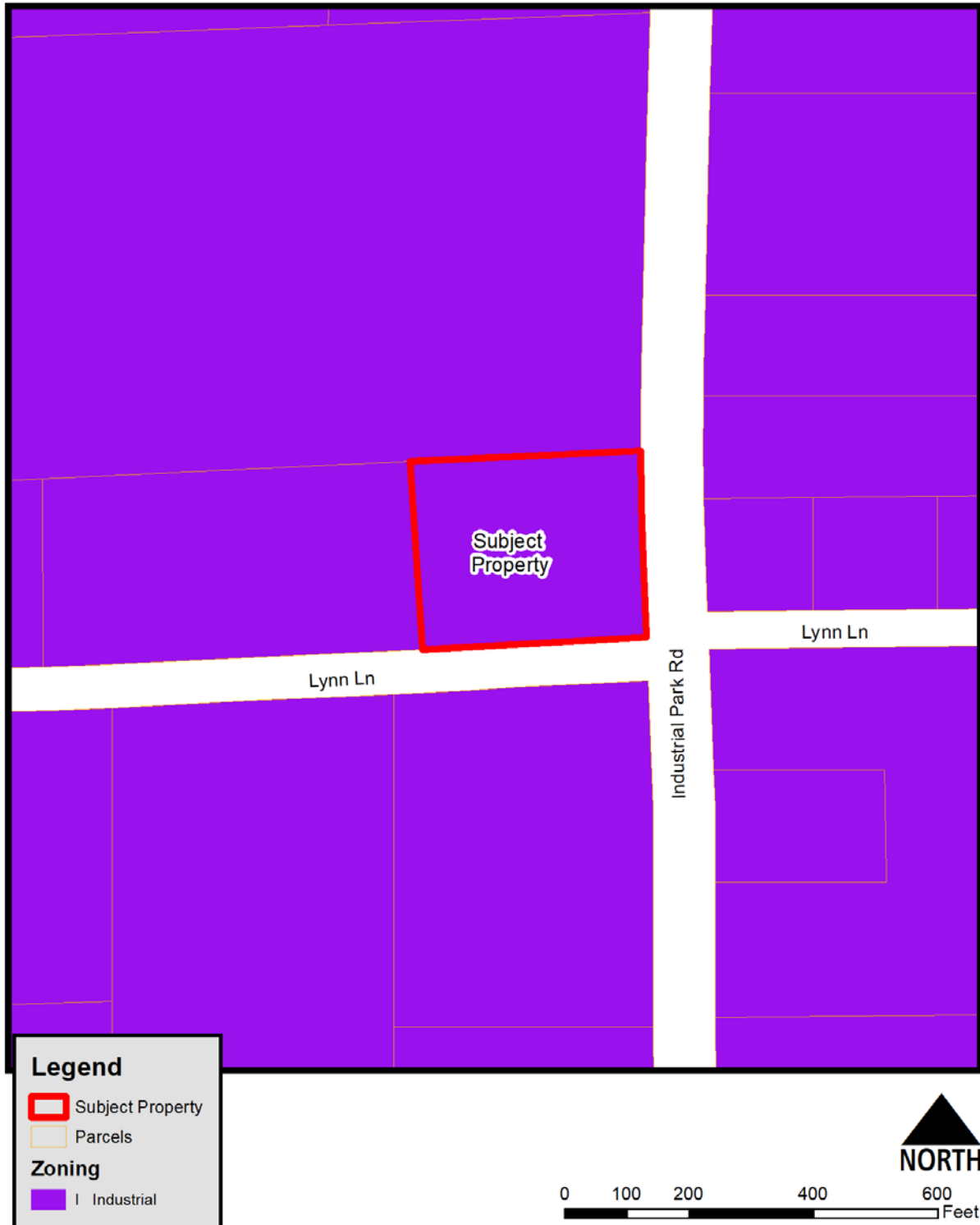


Legend

-  Subject Property
-  Parcels



Attachment 2
SE 21-07 Zoning





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 19, 2021
PAGE: Page 1of 16

SUBJECT:

Public Hearing and consideration of SE 21-08 a request for a Special Exception from development standards related to the façade requirements and parking lot requirements at Starkville Academy located at 505 Academy Road in a SE zoning district with parcel number 102J-00-006.00

SUMMARY:

This is a request by Starkville Academy to allow for a deviation from the façade requirements and parking lot requirements for a proposed expansion at 505 Academy Road. The applicant is seeking a Special Exception for a new building and parking expansion. For the building expansion, the request is to use metal exterior siding instead of the required façade materials listed in the Development Standards chart. For the parking lot, the request is to not be required to have a concrete curb for gravel parking lots, not be required to place interior landscape islands, or terminal landscape islands in the proposed parking expansion or the existing parking lot. Section 3.4.1 of the Unified Development Code requires a Special Exception to deviate from the development requirements.

In the opinion of the Planning Department the proposed deviation associated with the Special Exception request could meet the criteria for special exception review and approval. The existing building and the proposed addition are currently visible from Louisville Street, but future development will most likely screen the majority of campus. The proposed and existing parking are not visible from any public road.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 19, 2021.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the notifications.

At the October 12, 2021 Planning and Zoning Commission meeting, the Commission voted 5-0 with one abstention to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

SUGGESTED MOTION:

Move approval of SE 21-08 a request for Special Exception from development standards related to the façade requirements and parking lot requirements at Starkville Academy located at 505 Academy Road.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Public Hearing and consideration of SE 21-08 a request for a Special Exception from development standards related to the façade requirements and parking lot requirements at Starkville Academy located at 505 Academy Road in a SE zoning district with parcel number 102J-00-006.00
Date: October 12, 2021

The purpose of this report is to provide information regarding a Special Exception request by Starkville Academy to allow for a deviation from the façade requirements and parking lot requirements for a proposed expansion at 505 Academy Road. The property is located in a S-E (Special Educational) zoning district with the parcel number 102J-00-006.00. Please see attachments 1- 5.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception for a new building and parking expansion. For the building expansion, the request is to use metal exterior siding instead of the required façade materials listed in the Development Standards chart. For the parking lot, the request is to not be required to have a concrete curb for gravel parking lots, not be required to place interior landscape islands, or terminal landscape islands in the proposed parking expansion or the existing parking lot. Section 3.4.1 of the Unified Development Code requires a Special Exception to deviate from the development requirements.

SPECIAL EXCEPTION REQUEST (see attachment 3- site plan)

Request #1: Facade Requirements. Section 14.6.2 (page 14-16) *All buildings shall have façade materials selected from any of the following: brick, cementitious stucco, fiber cement siding, and wood siding. Dryvit or EIFS may only be used for wall surfaces when separated by a minimum of a five (5) foot planted and maintained landscape bed from vehicular or pedestrian circulation and in banding, decorator strips, cornice lines, and wall capping. Architectural metal panels may be used only with approval of the Architecture Review Board.*

- Requesting a Special Exception to use “prefinished metal wall panels” and “brick veneer” (see attachment #4).

Request #2: Curb Requirements for Gravel Parking Lots. Section 14.6.2 (page 14-4) *Parking lots adjacent to the street shall be either asphalt, concrete, pavers, or gravel. Gravel lots shall provide a six (6) inch vertical concrete curb to contain loose gravel within the parking lot. Gravel lots shall also provide a minimum of an eight (8) foot concrete or paver apron at each entrance to the lot measured from the property line.*

- Requesting a Special Exception to use concrete bumpers and specific site grading techniques to reduce gravel movement.

Request #3: Terminal Island Requirements. Section 14.6.2 (page 14-5) *A terminal island with a minimum dimension of nine (9) feet by eighteen (18) feet, measured from face of curb, shall be required at the end of each row of parking.*

- Requesting a Special Exception to not place terminal islands in existing parking lot as required. Section 3.17.4.B Nonconforming site features states “development existing before the effective date of current regulations, a feature made nonconforming by a change in use and development standards may continue to exist until any proposed improvements on the site require site plan approval”. The proposed building addition does require site plan approval. The applicant is proposing to have terminal islands on the proposed parking expansion.

Request #4: Interior Island Requirements. Section 14.6.2 (page 14-6) *An interior island not less than nine (9) feet wide and eighteen (18) feet in length, measured from face of curb, shall be installed for every twelve (12) parking spaces. For lots with less than fifteen (15) parking spaces, no interior island required.*

- Requesting a Special Exception to not place interior islands in the existing and proposed parking areas as required. Section 3.17.4.B Nonconforming site features states “development existing before the effective date of current regulations, a feature made nonconforming by a change in use and development standards may continue to exist until any proposed improvements on the site require site plan approval”. The proposed building addition does require site plan approval.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 19, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response to the notifications.

ANALYSIS

In the opinion of the Planning Department the proposed deviation associated with the Special Exception request could meet the criteria for special exception review and approval. The existing building and the proposed addition are currently visible from Louisville Street, but future development will most likely screen the majority of campus. The proposed and existing parking are not visible from any public road.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

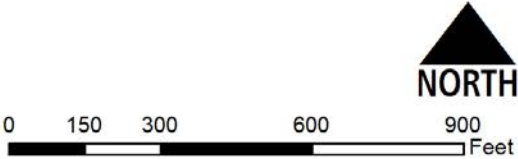
Attachment 1
SE 21-o8 Aerial



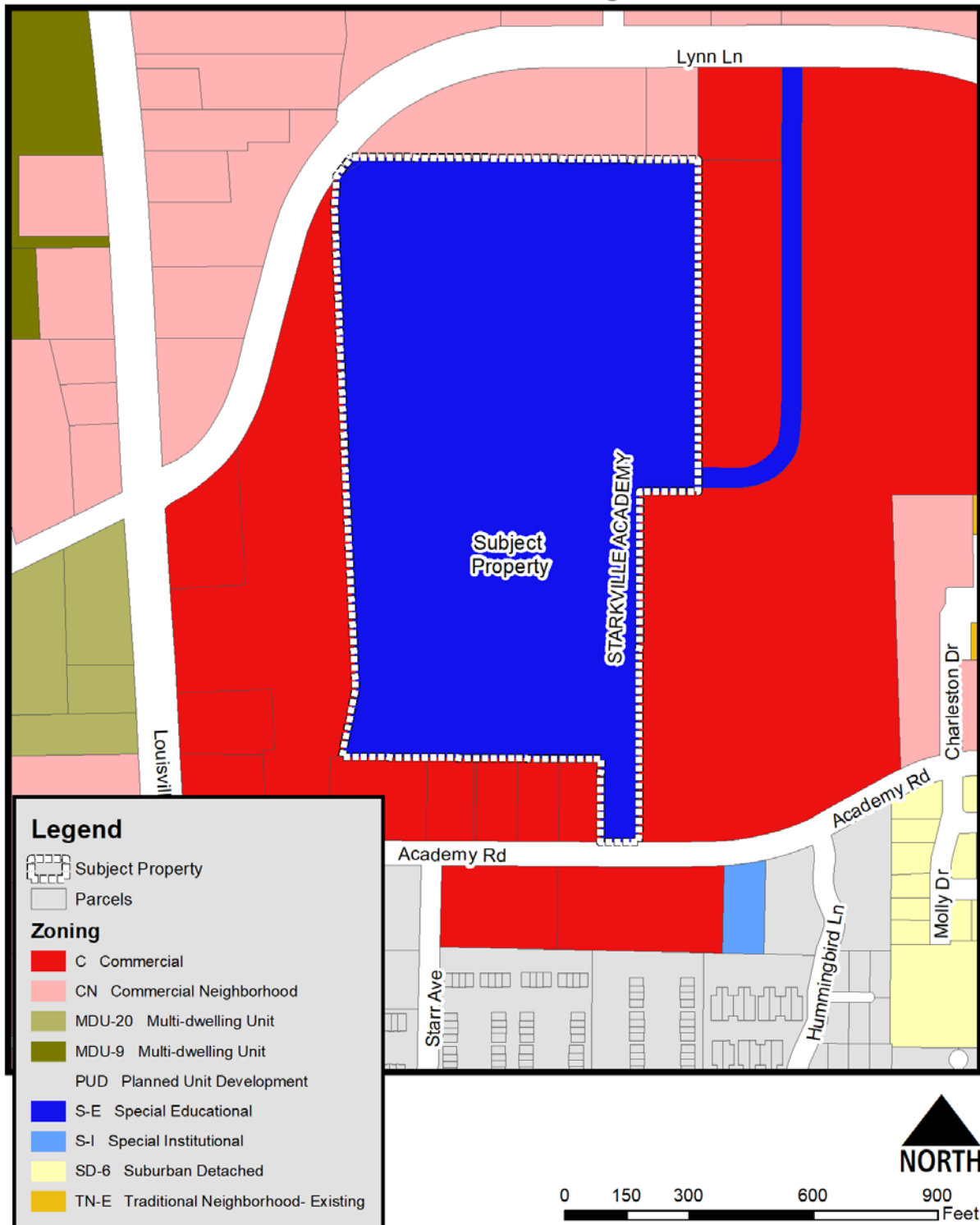
Legend

 Subject Property

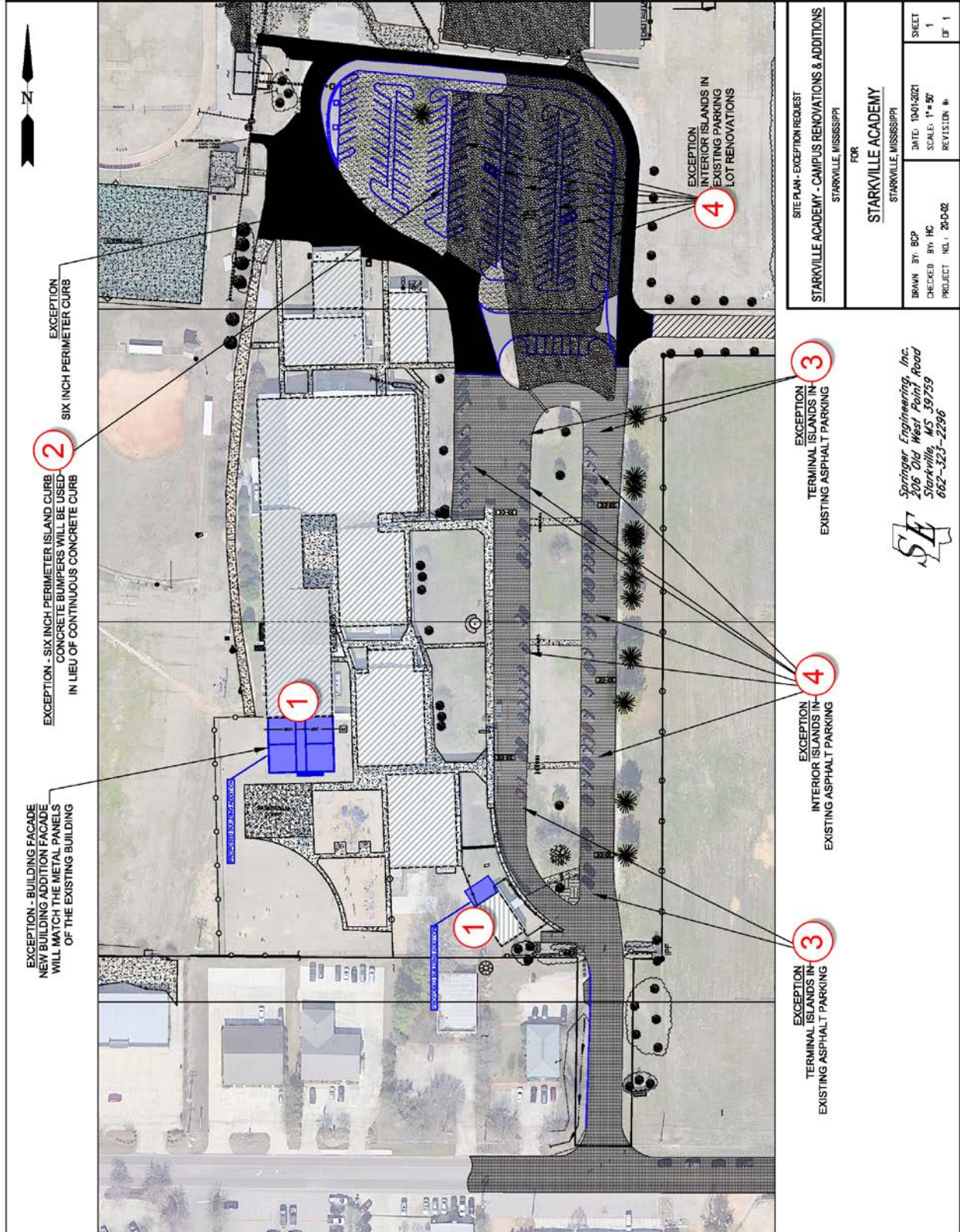
 Parcels



Attachment 2
SE 21-08 Zoning



Attachment 3- Site Plan



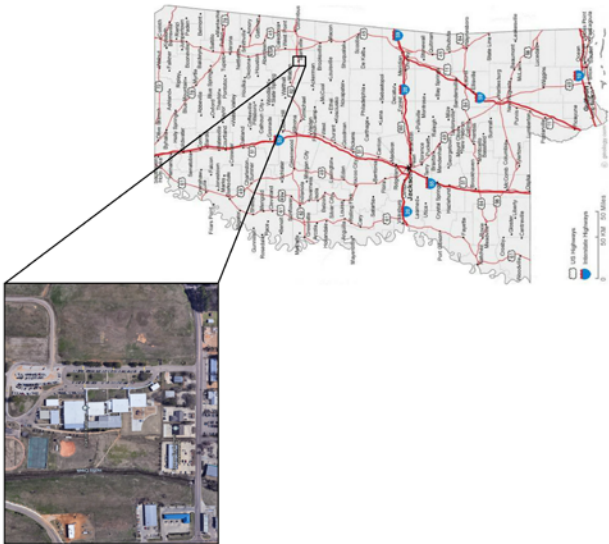


STARKVILLE ACADEMY ADDITION

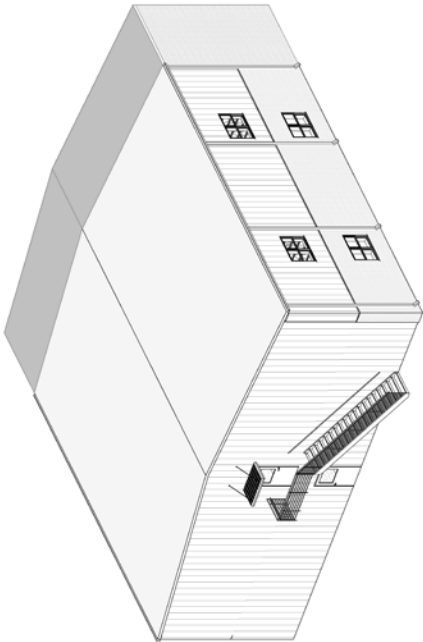
STARKVILLE MISSISSIPPI

Project #2021140

PRELIMINARY PRICING SET



DRAWING INDEX	
NO.	DESCRIPTION
001	COVER SHEET
002	GENERAL NOTES
003	PROPOSED BUILDING SCHEDULES
004	FLOOR PLANS
005	SECTION PLANS
006	ROOF PLAN
007	REFLECTED CEILING PLAN AND ROOF PLAN



DESIGN TEAM

ARCHITECT:
Roger A. Pryor, AIA
PryorMorrow PC
5227 South Frontage Rd.
Columbus, MS
662.327.8990
mail@pryor-morrow.com





STARKVILLE ACADEMY ADDITION

STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
MS	6/30/2021	REVISION SET

PROJECT NO. 2021140
DRAWN BY: KAD
CHECKED BY: RAB

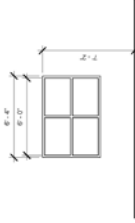
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PryorMorrow PC

WALL TYPES AND
SCHEDULES

A0.1

SCALE: As Indicated

Window Types Legend



TYPE **A**
ALUMINUM SINGLE
PANE (MATCH EXISTING
WINDOW)

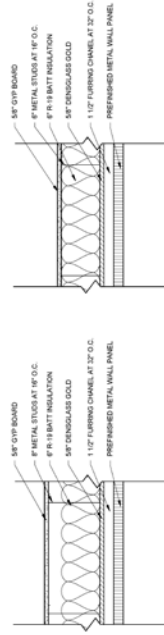
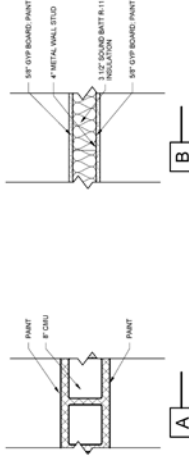
Door Types Legend



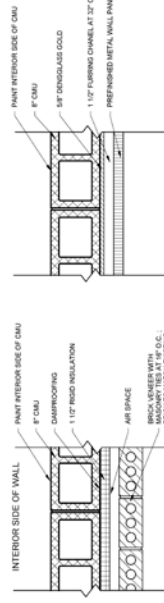
TYPE **A**
SOLID CORE WOOD
DOOR WITH
HOLLOW METAL
FRAME

TYPE **B**
HOLLOW METAL
DOOR WITH
HOLLOW METAL
FRAME

INTERIOR WALL TYPES



EXTERIOR WALL TYPES



DOOR SCHEDULE					
NO.	TYPE	DOOR		HARDWARE SET	Comments
		SINGLE/DOUBLE	SIZE		
			Width	Height	
01	B	SINGLE	4'-0"	7'-0"	
02	A	SINGLE	3'-0"	7'-0"	
03	A	SINGLE	3'-0"	7'-0"	
04	A	SINGLE	3'-0"	7'-0"	
05	A	SINGLE	3'-0"	7'-0"	
06	B	SINGLE	4'-0"	7'-0"	
07	A	SINGLE	3'-0"	7'-0"	
08	A	SINGLE	3'-0"	7'-0"	
09	A	SINGLE	3'-0"	7'-0"	
10	A	SINGLE	3'-0"	7'-0"	

ROOM FINISH SCHEDULE					
Number	Name	Floor Finish	Base Finish	Wall Finish	Ceiling Finish
01	CORRIDOR	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
02	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
03	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
04	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
05	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
06	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
07	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
08	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
09	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
10	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
11	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
12	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
13	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT
14	CLASSROOM	12" X 12" VCT	4" RUBBER COVE	PAINTED CMU	ACT

EXTERIOR

1

EXTERIOR

2

EXTERIOR

3

EXTERIOR

4

WALL TYPES AND
SCHEDULES

A0.1

SCALE: As Indicated

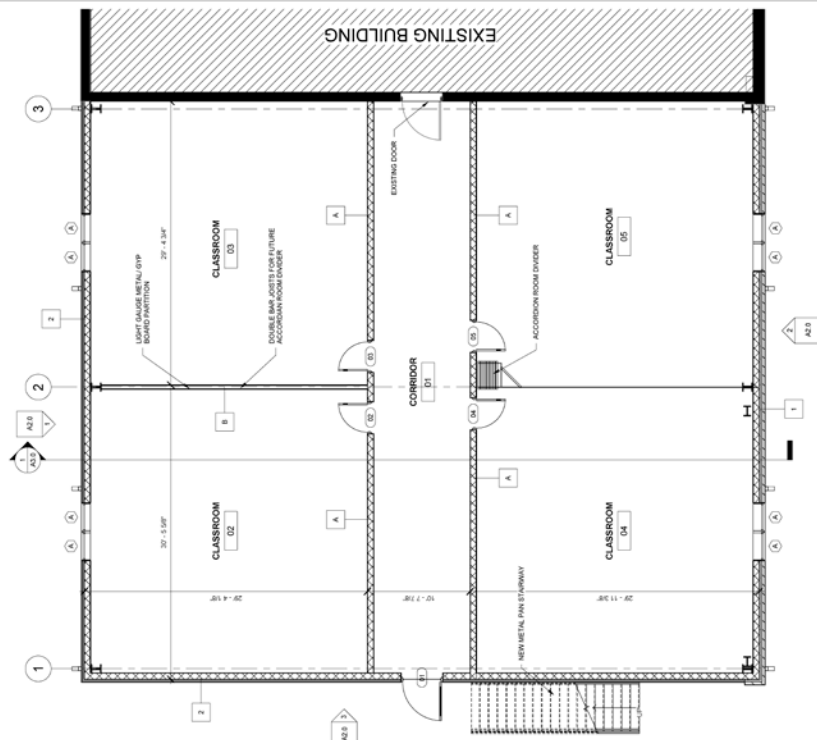
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PROJECT NO.	2021140
DRAWN BY:	KAB
CHECKED BY:	RAP

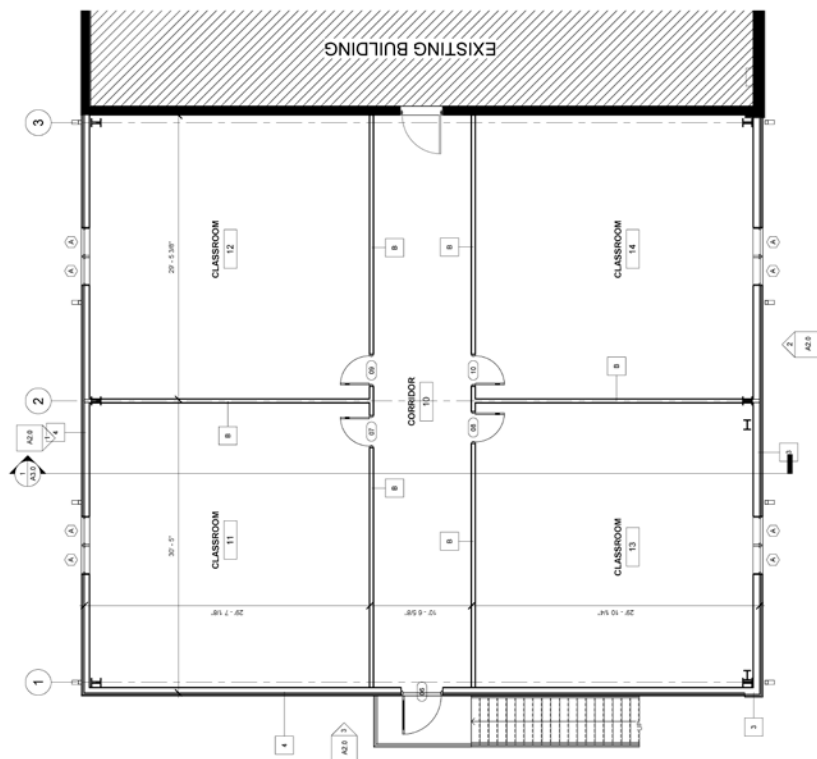
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FLOOR PLANS

A1.0

SCALE: $3/16" = 1'-0"$ 

FIRST FLOOR PLAN
3/16" = 1'-0"



2 SECOND FLOOR PLAN
A1.0 / 3/16" = 1'-0"

NOTE:
BOTH FIRST AND SECOND FLOOR SHOULD BE AT THE SAME HEIGHT
AS EXISTING LEVELS. VERIFY EXISTING LEVELS.

[illegible]

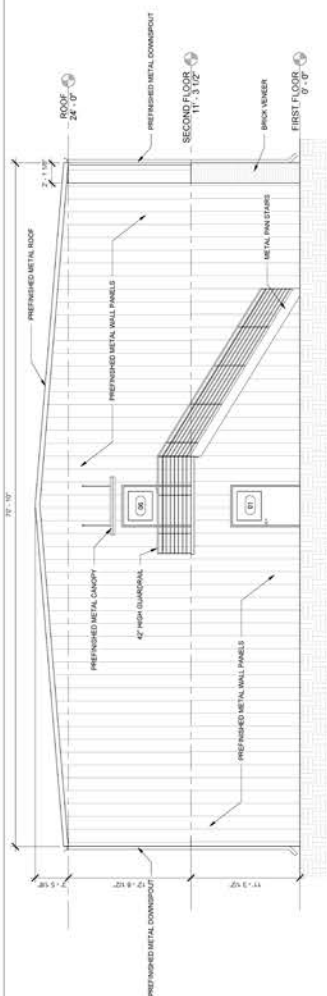
PROJECT NO.	2021140
DRAWN BY	KAB
CHECKED BY	RAP

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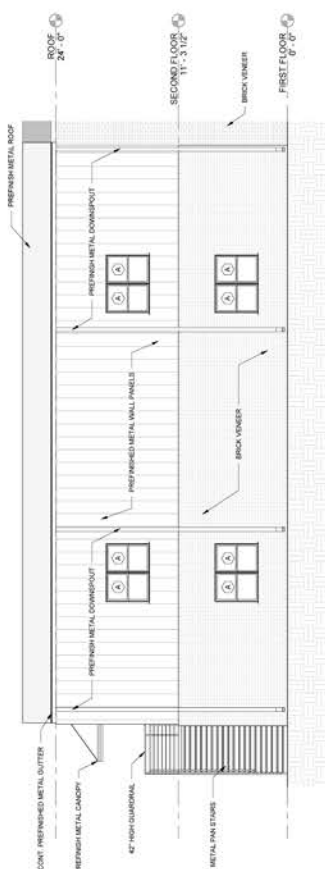
BUILDING
ELEVATIONS

A2.0

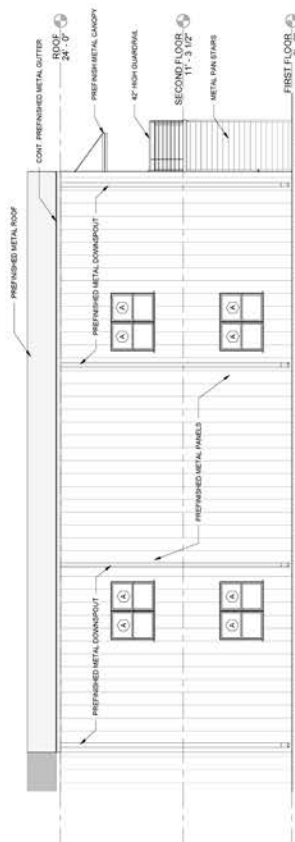
SCALE 3/16" = 1'-0"



3 SOUTH ELEVATION
A2.0 3'16" = 1'-0"



2 EAST ELEVATION
A2.0 3'16" = 1'-0"



1 WEST ELEVATION
A2.0 3/16" = 1'-0"

[illegible]

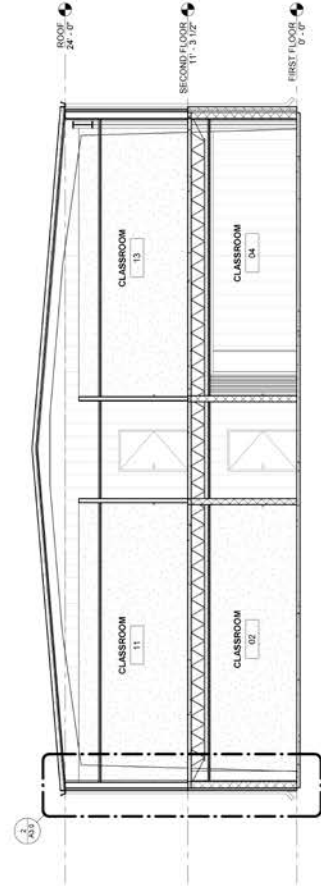
PROJECT NO.	2021140
DRAWN BY	KAB
CHECKED BY	RAP

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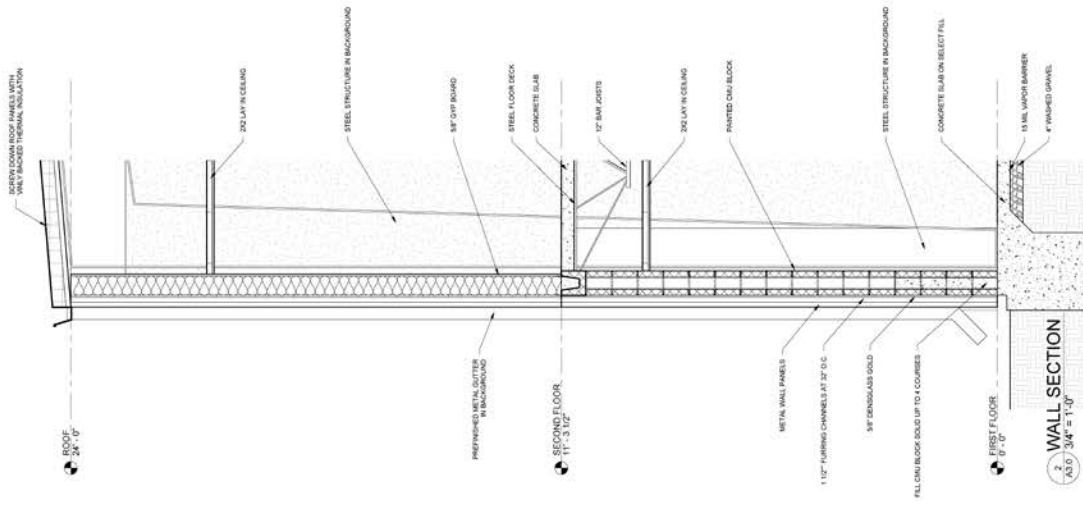
BUILDING SECTIONS

A3.0

SCALE As indicated



BUILDING SECTION



2 WALL SECTION

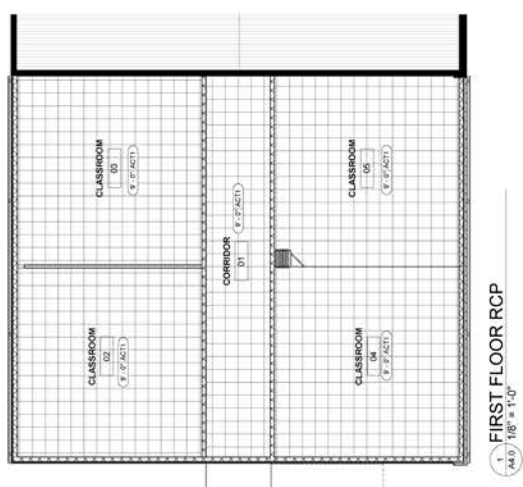
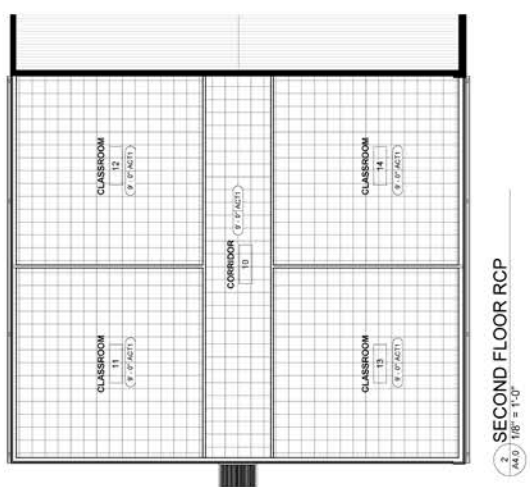


STARKVILLE ACADEMY ADDITION

STARKVILLE MISSISSIPPI

MARK	DATE	DESCRIPTION
MS	9/30/2021	REVISION SET

PROJECT NO. 2021140
DRAWN BY: RAB
CHECKED BY: RAB
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PryorMorrow PC
REFLECTED CEILING
PLANS AND ROOF
PLAN
A4.0
SCALE: As indicated



GENERAL RCP NOTES:

- SEE ELECTRICAL AND MECHANICAL PLANS FOR ALL ELECTRICAL AND MECHANICAL REQUIREMENTS.
- PROVIDE ARCHITECT WITH CEILING COORDINATION DRAWINGS FOR APPROVAL PRIOR TO INSTALLATION.
- ALL CEILING BOUNDARY CONDITIONS, EXPOSED STRUCTURE, AND JOISTS TO BE MATCHED UNDO.

ROOF LEGEND:

CEILING FINISH ABOVE F.F.
(8' 0" / 1' 0")

2' X 2' ACUSTIC TILE IN SUPPLEMENTARY GRID SYSTEM
EX: (8' 0" / 1' 0")

2' X 2' PANT / FANED TILE IN SUPPLEMENTARY GRID SYSTEM
EX: (8' 0" / 1' 0")

EXPOSED STRUCTURE PRIME AND PAINT
EX: (8' 0" / 1' 0")

ROOF FLOOR NOTES

ROOF LEGEND:

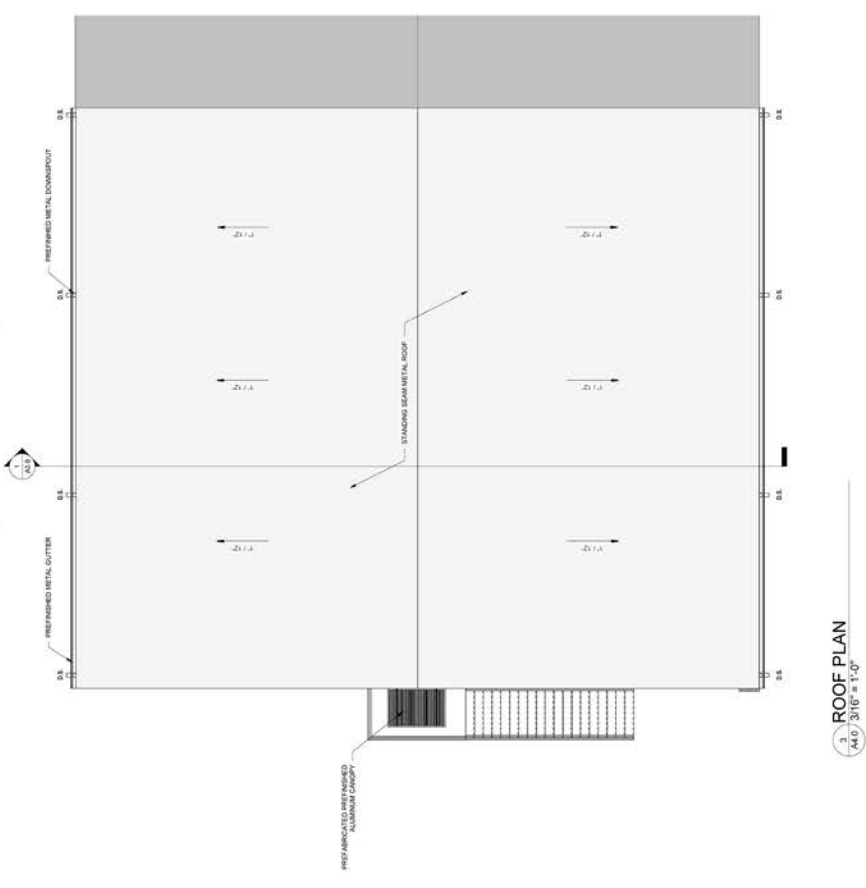
SEE ELECTRICAL AND MECHANICAL PLANS FOR ALL ELECTRICAL AND MECHANICAL REQUIREMENTS.

2' X 2' ACUSTIC TILE IN SUPPLEMENTARY GRID SYSTEM
EX: (8' 0" / 1' 0")

2' X 2' PANT / FANED TILE IN SUPPLEMENTARY GRID SYSTEM
EX: (8' 0" / 1' 0")

EXPOSED STRUCTURE PRIME AND PAINT
EX: (8' 0" / 1' 0")

ROOF FLOOR NOTES



Attachment 5- Existing Building





PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: October 19, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

**AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 10.19.21
PAGE: 1**

SUBJECT: Consideration of approving the proposed SFM parks and recreation budget for the fiscal year 2021-2022.

AMOUNT & SOURCE OF FUNDING General fund

FISCAL NOTE: This is the first year that this budget will be in effect. The funds will be coming from the general fund and the 2% monies allocated to the general fund as well as 2% funds allocated to parks for upkeep and improvements.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor

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

FOR MORE INFORMATION, CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move approval of the budget for the Parks and Recreation department for the fiscal year 2021-2022.

Starkville MS Park & Rec

October 2021 - September 2022

	Year One Pro Forma Goal	% of Rev	Target %
INCOME			
40100 - Leagues - Adult	\$ 34,500		
40200 - Leagues - Youth	\$ 92,000		
40300 - Camps & Clinics - Adult	\$ 85,900		
40600 - Camps & Clinics - Youth	\$ 33,000		
40700 - In-House Tournaments	\$ 67,800		
40800 - Tot Development	\$ 10,800		
41100 - Facility Rentals	\$ 66,200		
41200 - Drop-In	\$ 12,500		
41300 - Aquatics	\$ 20,000		
41400 - Corporate & Special Events	\$ 50,000		
41500 - Food & Beverage	\$ 415,000		
41600 - Pro Shop	\$ 40,000		
41900 - Sponsorship & Other Revenues	\$ 220,000		
TOTAL INCOME	\$ 1,147,700	100%	

COST OF GOODS SOLD			
50000 - Part Time Labor Costs (See Line 228)	\$ -	0%	
50100 - Leagues - Adult	\$ 8,625	25%	
50200 - Leagues - Youth	\$ 23,000	25%	
50300 - Camps & Clinics - Adult	\$ 21,475	25%	
50600 - Camps & Clinics - Youth	\$ 8,250	25%	
50700 - In-House Tournaments	\$ 27,120	40%	
50800 - Tot Development	\$ 1,620	15%	
51100 - Facility Rentals	\$ 3,310	5%	
51200 - Drop-In	\$ -	0%	

51300 - Aquatics	\$	8,000	40%	
51400 - Corporate & Special Events	\$	-	0%	
51500 - Food & Beverage	\$	228,250	55%	
51600 - Pro Shop	\$	20,000	50%	
51900 - Sponsorship & Other Revenues	\$	41,250	19%	
TOTAL COST OF GOODS	\$	390,900	34%	

Total Gross Profit	\$	756,800	66%	
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EXPENSES				
60000 - Advertising & Marketing	\$	35,000		
60400 - Bank Service & Accounting	\$	14,950		
60500 - Business Licenses & Permits	\$	10,000		
61000 - Legal & Professional Fees	\$	22,000		
62000 - Administrative Expenses	\$	40,500		
62400 - Depreciation Expense	\$	-		
62410 - Amortization Expense	\$	-		
63300 - Insurance Expenses	\$	31,027		
63400 - Interest Expense	\$	-		
63500 - Property Tax Expense	\$	-		
64000 - Supplies & Services	\$	50,000		
Management / Salaried	\$	140,000		
Administrative /Part time/ Hourly (less \$52K in COGS internal labor)	\$	275,000		
Management Company	\$	180,000		
Management Company Travel	\$	10,000		
65000 - Salaries & Wages	\$	605,000		
66000 - Payroll Expenses & Payroll Taxes	\$	91,077		
67100 - Rent & Local Taxes	\$	25,000		
67200 - Repairs & Maintenance	\$	567,000		
68600 - Utilities	\$	215,000		
68710 - Misc	\$	25,000		
TOTAL EXPENSES	\$	1,731,554	151%	

PROFIT	\$	(974,754)
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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-5-2021
PAGE: 1 of 11

SUBJECT: Consideration of the approval of the engagement of Watkins, Ward & Stafford, PLLC for the Fiscal Year 2021 audit for the City of Starkville.

AMOUNT & SOURCE OF FUNDING: 001-142-600-301

FISCAL NOTE: Annual Budgeted Expense

An Advertisement for proposals was run in the local paper and on the City's website. Watkins, Ward and Stafford, PLLC was the sole proposal received.

**REQUESTING
DEPARTMENT:** Finance

FOR MORE INFORMATION: Lesa Hardin @323-2525 ext.3117

SUGGESTED MOTION:

Approval of the engagement of Watkins, Ward & Stafford, CPAs, PLLC for the Fiscal Year 2021 audit for the City of Starkville.



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

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Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA

Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA

October 14, 2021

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet by Activity – General Fund.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

- 3) Balance Sheet – Non-major Governmental Funds.
- 4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
- 5) Statement of Net Position – Non-major Enterprise Funds.
- 6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
- 7) Statement of Cash Flows – Non-major Enterprise Funds.
- 8) Schedule of Surety Bonds for Municipal Officials.
- 9) Schedule of Bonded Indebtedness.
- 10) Schedule of Long-Term Notes.
- 11) Schedule of Surety Bonds.
- 12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of

expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We plan to adhere to the following time frame as it relates to the audit:

December 2021 Preliminary planning field work (2 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

January 2022 Audit field work including Starkville Water Department (4 auditors)

No later than June 2022 Meeting with the Board of Alderman to present final audit report

Any modifications to this time frame must be agreed to in writing. Beginning with the commencement of the audit, WWS will communicate via email to the City Clerk and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond June 30, 2022 plus any OMB or OSA approved extensions.

J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$62,500 (City \$56,500, Starkville Water Department \$6,000). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants

Randy Scrivner, CPA

Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Governance signature: _____

Title: Mayor

Date: _____

Management signature: _____

Title: City Clerk

Date: _____

CITY OF STARKVILLE, MISSISSIPPI

STARKVILLE, MISSISSIPPI

*Proposal for
Auditing Services
For the Year Ending
September 30, 2021*

September 28, 2021

City of Starkville
110 West Main St.
Starkville, MS 39759

We appreciate the opportunity to present this proposal to perform auditing services for the fiscal year ending September 30, 2021.

In our proposal we have made every effort to be responsive to the requirements and needs of the City of Starkville (hereafter known as “the City”). If additional information is needed or desired, we will be happy to provide it.

Our firm is a large regional firm staffed with qualified personnel to properly perform the services required. In addition to the audit staff assigned to the engagement, our firm has additional staff with significant governmental, nonprofit and tax experience that could be assigned to the engagement if unforeseen matters arise.

Jerry R. (Randy) Scrivner, CPA, will be the partner primarily responsible for the delivery of services during the engagement. Mr. Scrivner is licensed in Mississippi and has approximately thirty-one (31) years of experience in auditing. The assignment of Mr. Scrivner assures you that a partner of the firm will serve your interests.

Our philosophy of practice is to provide an engagement partner who will act as the primary contact between clients and the firm. It is our policy that the engagement partner be present to perform direct on-site participation during the performance of a substantial portion of the engagement. While this approach differs from most other firms, we believe the engagement can be completed more efficiently and at a lower cost if problems encountered can be resolved immediately at the partner level. We have had excellent results for many years with this approach.

With our personnel resources and our policy of assigning responsibilities, we will schedule our preliminary procedures, fieldwork, and exit conference so the reports will be delivered within a timely manner. In accordance with the Mississippi Department Audit Regulations, Government Auditing Standards, and Uniform Guidance we will complete the audit by June 30, 2022, or by any government approved extensions.

Due to the size, quality, and flexibility of our staff and the knowledge and experience of the partner to be assigned the responsibility of the engagement, we feel we are highly qualified to provide the audit services required by your organization as outlined in the attached proposal. We believe the success and stability of our firm and the long-term relationships we have with existing clients substantiate this belief.

While we feel that our price is competitive, we are willing to negotiate the fee should price become the determining issue in awarding the audit contract.

Again, we are grateful for the opportunity to present this proposal. If you have any questions, or if you require additional information, please do not hesitate to contact us.

Very truly yours,

WATKINS, WARD AND STAFFORD, PLLC
Certified Public Accountants

Jerry R. (Randy) Scrivner, CPA
Member

**CLARKSDALE PUBLIC UTILITIES
CLARKSDALE, MISSISSIPPI**

Proposal for Auditing Services

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Watkins, Ward and Stafford, PLLC, Profile

Watkins, Ward and Stafford, PLLC is a certified public accounting firm with offices in twelve cities in Mississippi.

We are licensed by the State of Mississippi and are members of the Mississippi Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

Our firm is a member of the American Institute of Certified Public Accountants' Division of Firms Private Company's Practice Section. This is a voluntary membership by which we elect to be a part of a group whose goal is to enhance the standards of practice in our profession. As a member, we are subjected to an external Quality Control Review every third year. The latest review was completed during 2020 and included reviews of specific nonprofit and governmental engagements. As a result of this review, we received a rating of pass, which we believe reflects our commitment to quality work. A copy of this opinion is attached to this proposal as Exhibit A.

We have had no regulatory action taken by state regulatory bodies or professional organizations, nor is any regulatory action pending against the firm.

Professional Staff

We have a staff of approximately one hundred (100) people of whom fifty (50) are certified public accountants. According to a recent survey by the *Mississippi Business Journal*, Watkins, Ward and Stafford, PLLC, is the second largest public accounting firm in Mississippi. The size of our staff allows us to be flexible in scheduling the audit engagement to meet the convenience of your staff.

Our office in Starkville, Mississippi, will perform the majority of the work related to this proposal. The Starkville office has a staff of fifteen (15) including four (4) partners, three (3) senior accountants, and three (3) staff accountants. In addition, personnel in other offices may be utilized for consultation as needed.

Approach to Client Services

Our overall approach to the audit services to be performed involves direct participation by a partner of the firm. A partner will be on-site during a substantial portion of the engagement. While this approach differs from most other firms, we believe the engagement can be completed more efficiently and at a lower cost if problems can be resolved immediately.

Prior to beginning of work, we will contact the City Clerk to schedule and coordinate the performance of the engagement with the City's personnel.

We anticipate performing the remainder of the fieldwork with a two-person audit team. Fieldwork will be completed without interruption within as short a period of time as possible in order to minimize disruption to the normal organization's normal accounting processes. During the performance of fieldwork, we will hold regular conferences with the appropriate official at the City in order to keep management informed as to the progress of the audit. At the end of fieldwork, we will conduct an exit conference with the City's personnel to discuss and obtain approval for any proposed audit adjustments and to resolve any problems that may have occurred.

A representative of Watkins, Ward and Stafford, PLLC, will present the audit report at a board meeting selected by the Board if the Board wishes.

Technical Proposal

The objective of the audit will be the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted governmental accounting principles. The audit will be conducted in accordance with generally accepted auditing standards and the Uniform Guidance, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such an opinion. If the opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance.

The management of the City is responsible for establishing and maintaining internal control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations, and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

In planning and performing the audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing an opinion on the City's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. The tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the Board of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals,

creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of the audit, we will also require certain written representations from you about the financial statements and related matters.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that a material misstatement may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the financial statements. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that your employees will prepare confirmations and will assist our staff by locating invoices, contracts, minutes and other documentation selected by us for testing. In addition, we anticipate they will help us through the timely preparation of analyses and schedules. We will submit a list of such schedules to your staff prior to the beginning of fieldwork.

The work papers for this engagement will be the property of Watkins, Ward and Stafford, PLLC, and constitute confidential information.

References

A list of current non-profit and governmental clients can be provided upon request.

Professional Services for the Year Ending September 30th

WWS will perform the following services for your organization for the year ended September 30th:

- Audit for fiscal year ending 9/30/21 \$ 62,500

Unanticipated Services

The parties agree that if an unanticipated need arises, WWS hereby agrees to perform this additional work at a mutually agreed upon price before the service is provided.

Quality Review

Your organization agrees to, and hereby consents to participate in, WWS's policy of in-house Quality Review. WWS subscribes to a policy of quality review to maintain the highest quality of product produced by our firm. As part of this program, another CPA within WWS will review all of the major services performed under this Agreement under strict rules of confidentiality. The price for this review is included in the above professional services.

If you agree that the above adequately sets forth your organization's understanding of our mutual responsibilities, please authorize the Agreement and return it to our office. A copy is provided for your records.

We would like to take this opportunity to express our appreciation for the opportunity to serve you.

Very truly yours,

By: _____

Jerry R. Scrivner, CPA, Partner
Watkins, Ward and Stafford, PLLC
Certified Public Accountants

Agreed to and authorized:

By: _____

Date: _____



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

**AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 10.19.21
PAGE: 1**

SUBJECT: Consideration of approving a sponsorship for the Miss Starkville pageant to be held in Starkville as part of the allowable support under MS Code §17-3-1 to bring into favorable notice the opportunities, possibilities and resources of the City of Starkville.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: Bronze sponsorship is \$250.00; Silver sponsorship is \$500.00

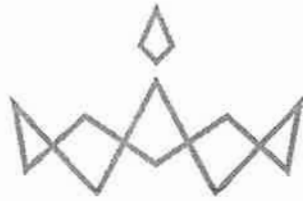
AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION, CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move approval of the _____ sponsorship for the Miss Starkville pageant to be held on November 13, 2021.



Miss Mississippi

Miss Starkville/Red Hills/Golden Triangle Preliminary Sponsorship Information

Team Starkville is a non-profit organization that promotes the empowerment of young women through the courses of interview, talent, community service, and self confidence on stage. On November 13, 2021, we will crown three Teens and three Miss representatives to fulfill the pageant titles of Miss Starkville, Miss Golden Triangle, and Miss Red Hills. These titles allow participants to compete in the Miss Mississippi Outstanding Teen and Miss Mississippi America Pageants in 2022. Miss Golden Triangle, Holly Brand, is the reigning Miss Mississippi 2021 and will compete in December for the title of Miss America 2022. We are seeking potential sponsors. Your sponsorship is greatly appreciated as it allows us to present scholarship opportunities to these prestigious young women. Sponsorships are promoted in our Pageant Program and announced during the pageant along with social media promotions. With several sponsorship opportunities available, we are excited to partner with you.

Crown: \$2,000 _____

Diamond: \$1,000 _____

Gold: \$750 _____

Silver: \$500 _____

Bronze: \$250 _____

Honorable Mention: \$100 _____

Checks payable to Miss Starkville/Red Hills/Golden Triangle Preliminary.

Please feel free to contact Angella Baker or Khristi Edmonds with any questions.

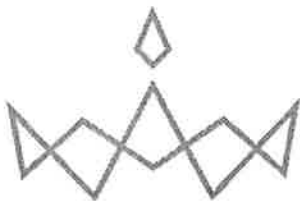
Angella Baker

Khristi Edmonds

Cell: 662-617-3239

Cell: 662-312-1773

Email: teamstarkville@gmail.com



Miss Mississippi

Miss Starkville/Red Hills/Golden Triangle Preliminary

Receipt of Advertisement/Sponsorship – Preliminary Copy

Business Name: _____

Business Address: _____

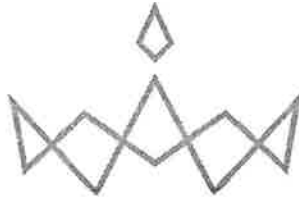
City: _____ State: _____ Zip Code: _____

Business Phone Number: _____

Contact Person: _____ Email: _____

Donation Amount: _____ Check Number: _____

Signature of Team Starkville Representative: _____



Miss Mississippi

Miss Starkville/Red Hills/Golden Triangle Preliminary

Receipt of Advertisement/Sponsorship – Sponsor Copy

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone Number: _____

Contact Person: _____ Email: _____

Donation Amount: _____ Check Number: _____

Signature of Team Starkville Representative: _____



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

**AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 10.19.21
PAGE: 1**

SUBJECT:

Discussion and Consideration of Sign Ordinance within the Unified Development Code

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Alderman Ben Carver

SUGGESTED MOTION:

- arrangements have been made for the removal of the nonconforming sign and its supporting structure.
- E. A nonconforming sign shall not be enlarged or altered in any way which increases its nonconformity. Any alteration or maintenance such as painting of panels or frame, face change, or repairs to frame or panel requires a sign permit.
- 14.7.5. Amortization of nonconforming signs**
- A. All nonconforming signs as defined by the previous sign ordinance adopted on April 5, 2011 by the Board of Aldermen and still existing at the time of the adoption of the Unified Development Code shall be removed by May 5, 2022.
- B. All nonconforming signs that exist at the time of annexation into the City, shall have a ten (10) year amortization period that shall begin from the effective date of the annexation into the City.
- C. Upon determination by the City of Starkville that a sign remains nonconforming after termination of the amortization period provided above, the city shall notify the sign owner and/or the owner of the land on which the nonconforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the code enforcement officer shall issue a summons to municipal court.
- D. The requirements of Section 14.7.5 (A) and 14.7.5 (B) shall not apply to Class I type outdoor advertising (billboard) signs as defined in Section 14.7.11(D)(1)(i).

- L. Electronic message center signs located on the inside of a building visible from any public street are not permitted.
- M. Off-premise signage shall be prohibited in all zoning districts. An off-premise sign is a sign of any sign type which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located with the exception of outdoor advertising signs as defined in Section 14.7.11(D).
- 14.7.4. Nonconforming Signs**
- A. Any sign existing at the effective date of the adoption of this article which could not be built under the terms of Section 14.7 shall be considered a nonconforming sign with the exception of outdoor advertising signs as defined in Section 14.7.11(D).
- B. A discontinued sign is any sign which no longer identifies an activity conducted or present on the premises where the sign is located. Discontinued signs not in use for a period of forty-five (45) days or more shall have the sign face removed, by either painting over the sign face or replacing the sign face with a blank insert.
- C. Any nonconforming sign and its supporting structure that is discontinued for a period of forty-five (45) days or more shall be removed in its entirety at the expense of the property owner. No building or sign permits shall be issued until arrangements have been made for the removal of all nonconforming signs and their supporting structures from the subject property.
- D. Any existing sign that would normally be classified as conforming that is determined to be unsafe, an unsightly nuisance, or damaged to the extent of fifty percent (50%) of the ~~market value~~ replacement cost of the sign shall be considered nonconforming and subject to immediate removal. No building or sign permits shall be issued until

Section 14. Development Standards

14.7.6. Enforcement

- A. The Code Enforcement Officer shall enforce all of the provisions of this section in accordance with the process and procedures for code enforcement.
- B. The City Planner shall be responsible for the interpretation of all provisions of this section.
- C. All violations of this section shall be classified as a nuisance.
- D. Any removable sign not complying with this section may be collected by code enforcement. Signs that are removed will be stored by the City for a period not to exceed ten (10) days. All unclaimed signs after ten (10) days will be discarded.

14.7.7. Variances and Use Exceptions

- A. The City of Starkville Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article at a public hearing during a regularly scheduled meeting in accordance with Section 3.7.
- B. The City of Starkville's Planning and Zoning Commission shall review any requested use exceptions from this section at a public hearing during a regularly scheduled meeting of the Planning and Zoning Commission upon application to the planning department.
- C. Signs approved as part of a variance or use exception will only apply to the specific business or entity making the request. Reapproval of the variance or use exception will be required to reuse the sign.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:10.19.2021
PAGE: 1

SUBJECT: Consideration of approval of Change Order #1 in the amount of \$11,500 for the Sportsplex turf field to replace the proposed asphalt walkway with concrete.

AMOUNT & SOURCE OF FUNDING This project will be funded through park bond funds
FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

The proposed turf field plan included an asphalt walkway connecting the existing parking lot to the spectator seating/bleacher area. It is proposed to replace this asphalt with 6" reinforced concrete in order to reduce long term maintenance and to also strengthen the path as utility vehicles, mowers and tractors will be traversing along or across the pathway. It will also be easier to achieve ADA compliance with concrete vs. asphalt. The change order amount is an increase of \$11,500.

SUGGESTED MOTION: Move for approval of Change Order #1 in the amount of \$11,500 for the Sportsplex turf field to replace the proposed asphalt walkway with concrete.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/19/2021
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending Oct. 14, 2021 is \$ 2,911,719.94
Of which the claims amount for Starkville Utilities is 1,910,232.17

**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 October 14, 2021 for fiscal years 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 10/8/2021 - 10/14/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
WALMART- CAPITAL ONE	00787	09/29/2021	PEANUT OIL FOR POLICE LUNCHEON	001-000-160-698	78.00
WALMART- CAPITAL ONE	07195	09/29/2021	PROPANE EXCHANGE	001-000-160-698	14.92
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-000-054-205	888.32
MARK E. SHAW	33	10/01/2021	CONTRACT LABOR 09/20/21 - 10/01/21	001-000-054-205	525.00
MARK E. SHAW	34	10/05/2021	CONTRACT LABOR 10/04/21 - 10/08/21	001-000-054-205	30.00
MIKE EDWARDS	INV0033898	10/05/2021	REIMB POLICE LUNCHEON COSTS	001-000-160-698	201.24
Outstanding Total:					1,737.48
Paid					
BLAIR BAIL BOND	1365206	10/08/2021	BOND REMISSION FOR CHYNA BOBO/ DKT #1365206	001-000-149-691	500.00
Paid Total:					500.00
Department 000 - UNDESIGNATED Total:					2,237.48
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	257.67
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-100-604-330	77.34
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	77.35
Outstanding Total:					412.36
Department 100 - BOARD OF ALDERMEN Total:					412.36
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-110-604-330	77.34
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,437.00
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-376	131.50
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-377	389.93
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-378	131.25
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-382	21,741.50
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-385	887.00
MS DEPT OF PUBLIC SAFETY	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,065.25
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-387	2,901.75
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-389	30.00
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-393	89.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MS DEPT OF PUBLIC SAFETY	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-396	250.00
MS DEPT OF PUBLIC SAFETY	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-397	42.00
STATE TREASURER	09.2021	10/05/2021	SEPT. 2021 MUNICIPAL COURT SETTLEMENT	001-110-330-398	7,103.25
SULLIVAN'S OFFICE SUPPLY, INC.	67434	10/05/2021	6 SELF INKING STAMPS	001-110-501-200	170.73
SULLIVAN'S OFFICE SUPPLY, INC.	67556	10/08/2021	CASE OF RECEIPT ROLLS, PAPE	001-110-501-200	118.19
SULLIVAN'S OFFICE SUPPLY, INC.	67665	10/13/2021	TONER CARTRIDGES	001-110-501-200	134.30
Outstanding Total:					38,768.12
Department 110 - MUNICIPAL COURT Total:					38,768.12

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-111-604-330	149.73
Outstanding Total:					149.73
Department 111 - YOUTH COURT Total:					149.73

Department: 120 - MAYORS OFFICE

Outstanding

SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-120-604-330	91.33
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4037617641	10/01/2021	NZG06107	001-120-604-330	15.75
CORNERSTONE	COSMS-1021	10/01/2021	SEPT. 2021 CONSULTING SERVICES	001-120-600-300	3,369.33
GOVERNMENT AFFAIRS, INC.			ACCT #523561109-00001	001-120-604-330	40.01
VERIZON WIRELESS	9889750114	10/02/2021	WIRELESS BILL		
SULLIVAN'S OFFICE SUPPLY, INC.	67448	10/05/2021	PENS, CERTIFICATE HOLDERS	001-120-501-200	36.89
NORTH MISS MAYORS ASSOCIATION	INV0033942	10/14/2021	MEMBERSHIP DUES - MAYOR LYNN SPRUILL/STARKVILLE, M	001-120-690-555	350.00
Outstanding Total:					4,008.77
Department 120 - MAYORS OFFICE Total:					4,008.77

Department: 123 - IT

Outstanding

CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	121.63
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-123-604-330	91.33
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0033897	09/28/2021	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	680.00
NEXTSTEP INNOVATION	NSI20981	09/29/2021	SURFACE LAPTOP AND MOUS	001-123-918-805	1,804.00
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-123-604-330	77.34
BLUIP, INC.	133362	10/01/2021	OCT. 2021 SERVICES	001-123-604-330	1,524.26
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	406.48
GOVERNMENT LEASING COMPANY	23104-27	10/11/2021	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	23851-21	10/11/2021	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00
Outstanding Total:					6,553.16
Department 123 - IT Total:					6,553.16

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.35
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-145-604-330	45.66
WATERMARK PRINTERS LLC	14331	09/28/2021	1000 FOREVER STAMPED ENVELOPE	001-145-501-200	82.00
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-145-604-330	77.33
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
AMAZON CAPITAL SERVICES, INC.	1X36-PMJY-LRJC	10/07/2021	FILING BOXES, PLANNERS, TRASH BAGS	001-145-501-200	111.25
PETTY CASH VOUCHERS	10.11.21	10/11/2021	KLEENEX, TRASHBAGS, PENS, ETC.	001-145-501-200	26.75
Outstanding Total:					458.47
Department 145 - OTHER ADMINISTRATIVE Total:					458.47
Department: 169 - LEGAL					
Outstanding					
MARK G. WILLIAMSON, ATTORNEY AT LAW	09.29.21	09/30/2021	VS AMY SHANE	001-169-600-309	200.00
STARKVILLE DAILY NEWS	300224453	10/07/2021	GOLF CART ORDINANCE	001-169-615-342	129.84
STARKVILLE DAILY NEWS	INV0033900	10/07/2021	ACCT #000132 AUDIT PROPOSALS	001-169-615-342	39.44
STARKVILLE DAILY NEWS	INV0033901	10/07/2021	AFFIDAVIT CHARGES	001-169-615-342	12.00
STARKVILLE DAILY NEWS	INV0033902	10/07/2021	BIDS-TREE CLEARING SERVICE	001-169-615-342	108.96
STARKVILLE DAILY NEWS	INV0033903	10/07/2021	ON LINE EMPLOYMENT ADS	001-169-615-342	175.68
STARKVILLE DAILY NEWS	300224457	10/08/2021	VA 21-10 INNOVATION HUB	001-169-615-342	66.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	421287	10/11/2021	LEGAL EXPENSES GENERAL MATTERS	001-169-600-302	8,956.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	421287C	10/11/2021	CITY COVID POLICY LEGAL EXPENSES	001-169-600-302	2,256.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	421288	10/11/2021	LITIGATED MATTERS	001-169-600-312	608.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	421288B	10/11/2021	BROOKVILLE GARDEN VS CITY LEGAL EXPENSES	001-169-600-312	7,376.00
Outstanding Total:					19,927.92
Department 169 - LEGAL Total:					19,927.92
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.62
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CADENCE /ELAN VISA	50266178	09/30/2021	INDEED.COM-SEPT. 2021 ADVERTISING	001-180-610-340	375.34
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.64
CADENCE /ELAN VISA	187321	10/06/2021	NEWK'S LUNCH & LEARN KRONOS	001-180-690-553	156.20
FEDEX	7-523-57962	10/06/2021	SHIPPING CHARGES/TIME CLOCK SYSTEM	001-180-691-505	47.58
Outstanding Total:					705.50
Department 180 - HUMAN RESOURCES Total:					705.50
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	2,273.64

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MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-190-604-330	77.33
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	321.06
STARKVILLE DAILY NEWS	INV0033904	10/07/2021	ROSEY BABY VA 21-09	001-190-604-330	58.80
STARKVILLE DAILY NEWS	INV0033905	10/07/2021	UMBLE COFFEE SE 21-07	001-190-604-330	54.60
AMAZON CAPITAL SERVICES, INC.	1MX1-LQWW-V9PR	10/08/2021	TASK CHAIR	001-190-501-200	270.20

Outstanding Total: 3,083.75

Department 190 - CITY PLANNER Total: 3,083.75

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

NEEL-SCHAFER	1074388	09/10/2021	UST ABANDONMENT CONTRACT	001-192-630-550	536.25
JAN-PRO OF MS	863980	10/01/2021	OCT. 2021 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
CINTAS	4097753794	10/05/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4097753828	10/05/2021	CITY HALL	001-192-510-220	31.52
AMAZON CAPITAL SERVICES, INC.	1MPX-1JKM-TPJV	10/06/2021	AAA & AA BATTERIES	001-192-510-220	34.62
NORTHEAST EXTERMIN- CITY HALL ACCT	42729	10/06/2021	ACCT #113274 CITY HALL	001-192-600-338	45.00
AMAZON CAPITAL SERVICES, INC.	1X36-PMJY-LRJC	10/07/2021	FILING BOXES, PLANNERS, TRASH BAGS	001-192-510-220	27.96
BRISLIN, INC	211337	10/07/2021	QUARTERLY MAINT AGREEMENT/CITY HALL + REPAIRS	001-192-630-403	26.27
CINTAS	4098439990	10/12/2021	HAND SANITIZING STANDS	001-192-510-220	11.40
CINTAS	4098440036	10/12/2021	CITY HALL	001-192-510-220	65.15
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-192-625-380	3,560.25

Outstanding Total: 5,968.82

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 5,968.82

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	3250	10/01/2021	1ST QTR FY22 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
BRICKFIRE PROJECT	INV0033889	10/11/2021	OUTSIDE CONTRIBUTION/ASSISTANCE	001-195-951-965	5,000.00
HERITAGE MUSEUM	INV0033913	10/12/2021	FY22 ANNUAL CONTRIBUTION	001-195-951-969	5,000.00
SAFE HAVEN	INV0033914	10/12/2021	FY22 ANNUAL CONTRIBUTION	001-195-690-454	1,500.00
BOYS & GIRLS CLUB OF OKTIBBEHA CTY	INV0033915	10/12/2021	FY22 ANNUAL CONTRIBUTION	001-195-690-454	5,000.00

Outstanding Total: 22,750.00

Department 195 - TRANSFERS TO OTHER AGENCIES Total: 22,750.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	140	10/01/2021	SEPT. 2021 LANDSCAPE SVC/CEMETERY	001-196-630-425	800.00
HAMPTON YOUNG CORP.	140	10/01/2021	SEPT. 2021 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	140	10/01/2021	SEPT. 2021 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00

Outstanding Total: 3,000.00

Department 196 - CEMETERY ADMINISTRATION Total: 3,000.00

Department: 197 - ENGINEERING

Outstanding

MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-197-604-330	77.33

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS	001-197-690-450	32.38
MARK E. SHAW	33	10/01/2021	EXPENSES BY DEPT CONTRACT LABOR 09/20/21 - 10/01/21	001-197-600-308	525.00
SULLIVAN'S OFFICE SUPPLY, INC.	2585CM	10/05/2021	RETURN INK CARTRIDGES	001-197-501-200	-199.96
MARK E. SHAW	34	10/05/2021	CONTRACT LABOR 10/04/21 - 10/08/21	001-197-600-308	30.00
AMAZON CAPITAL SERVICES, INC.	1DVQ-CFHH-VTXV	10/10/2021	DIXIE COFFEE CUPS, SWEET N LOW, PLANNER, BATTERIES	001-197-501-200	182.28

Outstanding Total: 675.15

Department 197 - ENGINEERING Total: 675.15

Department: 201 - POLICE DEPARTMENT

Outstanding

L.O.D. INC. / IN THE LINE OF DUTY, INC.	3328-A	01/06/2021	TRAINING DVD	001-201-556-251	100.00
321 CUSTOMS, LLC	3989	07/07/2021	#5179 INSTALL RADAR, LAPTOP MOUNT/PRINTER	001-201-630-360	279.97
321 CUSTOMS, LLC	4107	08/24/2021	UNIT #9661 INSTALL LAPTOP MOUNT/PRINTER	001-201-630-360	179.98
321 CUSTOMS, LLC	4129	08/27/2021	INSTALL CAGE/POP KIT ON #7165	001-201-630-360	1,500.00
PARKER CDJR*	125454	09/08/2021	#3011 OIL & FILTER CHANGE, AC FILTER CHANGE	001-201-630-360	94.48
RAYMOND'S AUTO REPAIR	4317	09/10/2021	#8069 REPAIRS/WATER PUMP, TIMING KIT, BELT	001-201-630-360	2,388.00
POLLAN & ASSOC. PA	21537	09/14/2021	UNIFORMS/SHIRTS, PANTS, SHORTS, GLOVES	001-201-535-233	863.53
WESTBROOK CUSTOM GUNS	09.15.21	09/15/2021	REPAIR 2 REMINGTON 820S	001-201-556-251	300.00
PARKER CDJR*	125618	09/16/2021	#5177 OIL AND FILTER CHANG	001-201-630-360	61.11
WILLIAM WELLS TIRES & AUTO SERVICE	29206	09/16/2021	TOW HUNDAI ELANTRA	001-201-600-300	77.00
GTPDD PHARMACY	31089	09/22/2021	MEDS FOR C. JONES	001-201-541-240	14.06
NEWELL PAPER COMPANY	3137750	09/22/2021	JANITORIAL SUPPLIES	001-201-555-208	346.82
R&M TIRES	1134389	09/23/2021	S-22 OIL AND FILTER CHANGE	001-201-630-360	52.50
GULF STATES DISTRIBUTORS, INC.	1398765-IN	09/23/2021	3 CASES AMMO	001-201-545-238	1,107.00
NEWELL PAPER COMPANY	3137844	09/23/2021	CASE GARBAGE LINERS	001-201-555-208	33.98
STARKVILLE FAMILY PRACTICE	SFP135994X152781	09/23/2021	MED BILL FOR CAMERON JONES	001-201-541-240	160.00
R&M TIRES	1134406	09/24/2021	S-34 OIL CHANGE, 4 TIRES, BRAKE, ALIGNMENT	001-201-630-360	1,368.50
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	2,054.92
MAGNOLIA BOTTLED WATER CO	49011	09/26/2021	BOTTLED WATER	001-201-501-200	135.00
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-201-604-330	136.98
AT&T MOBILITY	10052021	09/27/2021	ACCT # 287308964770	001-201-604-330	49.95
R&M TIRES	1134451	09/27/2021	2 TIRES, OIL CHANGE FOR 2016 EXPLORER	001-201-630-360	414.84
AT&T MOBILITY	287308925437X10052021	09/27/2021	ACCT # 287308925437	001-201-604-330	1,867.62
JIM SPENCER	102921	09/28/2021	TINT CHEVY MALIBU PLUS WINDSHIELD	001-201-630-360	390.00
MID-SOUTH UNIFORM & SUPPLY, INC	621676	09/28/2021	VEST, CONCEALABLE CARRIER, TRAUMA PLATE	001-201-535-233	750.00
WALMART- CAPITAL ONE	07692	09/29/2021	EARPLUGS, LUBRICANT, OIL, STAPLES	001-201-545-238	52.60
SULLIVAN'S OFFICE SUPPLY, INC.	67316	09/29/2021	STAMP PAD	001-201-501-200	12.00
LOWE'S-POLICE	901561	09/29/2021	POP-UP SHADE, SCREWS, GORILLA GLUE, WOOD	001-201-545-238	498.91

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	1496912884	09/30/2021	ADOBE CREATIVE CLOUD AFTER EFFECTS/ANNUAL LICENCE	001-201-918-805	256.67
NEWELL PAPER COMPANY	3138171	09/30/2021	JANITORIAL SUPPLIES	001-201-555-208	329.60
NEWELL PAPER COMPANY	3138179	09/30/2021	BATTERIES, JANITORIAL SUPPLIES	001-201-555-208	262.31
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-201-604-330	77.33
JB EDWARDS & ASSOC.	BK09023021002	09/30/2021	12 COPIES OF BOOK "BURDEN OF COMMAND"	001-201-556-251	180.00
R&M TIRES	1134562	10/01/2021	S-63 OIL AND FILTER CHANGE	001-201-630-360	72.00
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	647.60
JOHN LAY	26653	10/01/2021	REIMB CLOTHING ALLOWANC	001-201-535-233	192.00
TK ELEVATOR CORP	3006190530	10/01/2021	ELEV. MAINT CONTRACT-POLICE -10/01/21-12/31/21	001-201-630-426	1,040.68
CANON SOLUTIONS AMERICA	4037614929	10/01/2021	HF02043	001-201-635-369	6.67
CANON SOLUTIONS AMERICA	4037620576	10/01/2021	JM18879	001-201-635-369	58.28
CANON SOLUTIONS AMERICA	4037625450	10/01/2021	JMQ18878	001-201-635-369	95.01
CITY OF COLUMBUS	971	10/01/2021	FORENSIC LAB SERVICES	001-201-600-300	460.00
MAXXSOUTH BROADBAND	INV0033894	10/01/2021	ACCT #8282 41 101 0663152 FORENSIC LAB	001-201-604-330	79.06
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	1,803.11
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-201-690-450	1,645.83
R&M TIRES	1134580	10/04/2021	REPAIR FLAT ON #7165	001-201-630-360	20.00
WATERMARK PRINTERS LLC	14350	10/04/2021	3000 APPLE PROGRAM CARD	001-201-556-251	187.00
AMAZON CAPITAL SERVICES, INC.	1RGV-9CKG-CVCR	10/04/2021	EXT CORD, GARDEN HOSE, SUMP PUMP	001-201-556-251	206.54
BRISLIN, INC	211378	10/04/2021	POLICE HVAC REPAIRS	001-201-630-426	191.00
GTPDD PHARMACY	31219	10/04/2021	MEDS FOR S. FISHER	001-201-541-240	25.35
FUELMAN / FLETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-201-525-231	2,895.29
OKTIBBEHA COUNTY SHERIFF'S OFFICE	10.05.21	10/05/2021	FEEDING INMATES SEPT. 2021	001-201-541-237	10,950.00
AMAZON CAPITAL SERVICES, INC.	19VC-PF66-1VPL	10/05/2021	SOUND PROOF PADDING PANELS 4	001-201-556-251	223.96
SULLIVAN'S OFFICE SUPPLY, INC.	67449	10/05/2021	STORAGE FILE BOXES 3	001-201-501-200	109.08
SULLIVAN'S OFFICE SUPPLY, INC.	67450	10/05/2021	RULER	001-201-501-200	1.56
NORTHEAST EXTERM- POLICE ACCT	42724	10/06/2021	ACCT # 123 POLICE	001-201-630-426	50.00
PETTY CASH VOUCHERS	10.07.21	10/07/2021	FUEL (WIATING FOR FUELMAN CARD TO COME IN)	001-201-525-231	88.37
SULLIVAN'S OFFICE SUPPLY, INC.	67533	10/07/2021	OFFICE SUPPLIES	001-201-501-200	125.73
JOSH HORTON	924739	10/07/2021	REIMB REPLACEMENT KEY EXPENSE	001-201-556-251	44.96
CHRISTOPHER ENGLISH	INV0033891	10/08/2021	REIMB BOOT PURCHASE	001-201-535-233	58.84
CADENCE /ELAN VISA	131462	10/11/2021	UTILITY ASSOC. CAMERA HOLSTERS	001-201-918-805	985.00
FUELMAN / FLETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-201-525-231	3,117.60
WALMART- CAPITAL ONE	07078	10/12/2021	3 65" TVS, 4 TV MOUNTS FOR FUSUS	001-201-918-805	1,593.52
CADENCE /ELAN VISA	07080	10/12/2021	TV, SOUNDBAR AND CABLES FOR FUSUS	001-201-918-805	579.92
AMAZON CAPITAL SERVICES, INC.	1FDF-X1F9-6HCV	10/12/2021	4 CHANNEL VIDEO WALL CONTROLLER	001-201-918-805	269.00
PETTY CASH VOUCHERS	INV0033919	10/12/2021	FUEL REIMBURSEMENT	001-201-525-231	35.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033939	10/13/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	242.53

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE NARCOTICS	INV0033941	10/13/2021	INFORMANT FEES	001-201-600-304	2,475.00
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-201-625-380	3,779.60
Outstanding Total:					50,828.08
Department 201 - POLICE DEPARTMENT Total:					50,828.08
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-246-525-231	81.13
FUELMAN / FLEETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-246-525-231	75.94
Outstanding Total:					157.07
Department 246 - CODE ENFORCEMENT Total:					157.07
Department: 261 - FIRE DEPARTMENT					
Outstanding					
POWERSTROKE EQUIPMENT SALES & SVC	5728	06/17/2021	MOWER BLADES, REPAIR	001-261-630-360	157.97
TRI-COUNTY HAZ-MAT	22-004	08/10/2021	HONDA FAN, REPAIR SAW	001-261-600-331	2,500.00
LAIRD CLINIC-FIRE ACCOUNT	520790	09/15/2021	TRI COUNTY HAZ-MAT BUDGET-STARKVILLE 2022	001-261-600-319	125.00
SCOTT PETROLEUM DIV. #15	22182	09/24/2021	PHYSICAL FOR Z. BOREN	001-261-625-380	25.68
MID-SOUTH UNIFORM & SUPPLY, INC	621612	09/24/2021	ACCT# 1178541 TANK RENT ST #5	001-261-535-233	306.86
CSPIRE WIRELESS	09.25.21	09/25/2021	CLASS A UNIFORM SHIRTS & PANTS	001-261-604-330	356.66
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	576.05
ATMOS ENERGY	INV0033918	09/27/2021	ACCT #2490 SEPT 2021	001-261-625-380	76.99
STATE FIRE ACADEMY	29018	09/29/2021	# 3018177204 /FIRESTATION	001-261-600-390	175.00
STATE FIRE ACADEMY	29019	09/29/2021	FIRE SAFETY OFFICER/D. DAVI	001-261-600-390	350.00
STATE FIRE ACADEMY	29020	09/29/2021	FIRE DEPT SAFETY OFF TRAINING/EDWARDS & WILLIAMS	001-261-600-390	175.00
STATE FIRE ACADEMY	29039	09/30/2021	FIRE SAFETY OFFICER/SANCHE	001-261-600-390	350.00
STATE FIRE ACADEMY	29043	09/30/2021	FIRE SVC	001-261-600-390	175.00
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	INSTRUCTOR/MARSH & STAR	001-261-600-390	77.34
ALARM SECURITIES, INC. dba ASI	10012021-132	10/01/2021	FIRE SVC	001-261-604-330	52.82
TELETEC COMMUNICATIONS, LLC	10242154	10/01/2021	ACCOUNT # 643956	001-261-630-404	650.00
VERIZON CONNECT-NWF	2574598	10/01/2021	MONTHLY MAINT PHONE SYSTEM	001-261-690-450	323.80
UPS	54E5Y401	10/02/2021	5 BLUETOOTH LISTEN ONLY DEVICES	001-261-604-330	38.42
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-604-330	400.10
GATEWAY TIRE & SERVICE CENTER	1018-151055	10/04/2021	SHIPPING CHARGES	001-261-630-360	107.20
AARON'S APPLIANCE SERVICE, LLC	18924B	10/04/2021	ACCT #523561109-00001 WIRELESS BILL	001-261-558-269	147.65
AARON'S APPLIANCE SERVICE, LLC	20228B	10/04/2021	FD5 OIL AND FILTER CHANGE, ROTATE TIRES	001-261-558-269	471.35
FUELMAN / FLEETCOR	NP60858545	10/04/2021	REPAIRS TO GAS RANGE AT STATION 2	001-261-525-231	816.04
O'REILLY AUTO PARTS	0997-218524	10/05/2021	REPAIRS TO APPLIANCES AT STATIONS 4 & 5	001-261-630-360	107.94
SUNBELT FIRE APPARATUS	126790	10/05/2021	FUEL REPORT 09/27/21 - 10/03/21	001-261-630-360	465.00
SUNBELT FIRE APPARATUS	126791	10/05/2021	6 GALLONS OF ANTIFREEZE	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	126792	10/05/2021	PUMP TEST	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	126812	10/05/2021	PUMP TEST	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	126813	10/05/2021	PUMP TEST	001-261-630-360	215.00

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TELETEC COMMUNICATIONS, LLC	10242167	10/06/2021	3 KENWOOD RADIOS	001-261-630-404	5,122.50
STATE FIRE ACADEMY	29067	10/06/2021	MSFA AGILITY TEST FOR S. THOMPSON	001-261-600-390	20.00
STATE FIRE ACADEMY	29082	10/06/2021	MSFA AGILITY TEST FOR BOREN & HARPOLE	001-261-600-390	40.00
NEWELL PAPER COMPANY	3138400	10/07/2021	JANITORIAL SUPPLIES	001-261-555-208	576.70
BELL BUILDING SUPPLY, INC.	330860	10/07/2021	WAFFERBOARD, STRAPS	001-261-600-390	31.88
MARK MCCURDY	INV0033892	10/07/2021	REIMB MDEQ RECERTIFICATION	001-261-690-555	200.00
ATMOS ENERGY	INV0033917	10/07/2021	#3055511080 /FIRESTATION #	001-261-625-380	94.23
JONATHAN WADE	101165020	10/08/2021	REIMB ICC TRAINING/FIRE INSPECTOR 1	001-261-600-390	219.00
MARK MCCURDY	INV0033940	10/09/2021	REIMB COVERALL PURCHASE/SCRUGGS	001-261-554-240	64.34
FUELMAN / FLEETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-261-525-231	1,178.53
DAVIS PAPER & CHEMICAL	2596	10/12/2021	JANITORIAL SUPPLIES	001-261-555-208	285.08
FOUR COUNTY ELECTRIC	INV0033939	10/13/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	650.23
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-261-625-380	1,033.72
Outstanding Total:					19,384.08
Department 261 - FIRE DEPARTMENT Total:					19,384.08

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	51.62
MAXXSOUTH BROADBAND	INV0033895	09/28/2021	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
FUELMAN / FLEETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-281-525-231	31.85
Outstanding Total:					334.62
Department 281 - BUILDING/CODES OFFICE Total:					334.62

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC	INV0033939	10/13/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	77.36
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-290-625-380	26.86
Outstanding Total:					104.22
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					104.22

Department: 301 - STREET DEPARTMENT

Outstanding

STARKVILLE LP GAS	2427360	04/11/2021	PROPANE	001-301-555-250	23.36
THOMPSON MACHINERY*	PC110301134	07/08/2021	TUBE	001-301-630-400	541.26
SAFETY-KLEEN SYSTEMS, INC.	86646379	07/29/2021	EQUIPMENT REPAIR	001-301-630-400	248.94
MIKE'S HYDRAULIC & HYDROSTATIC SVC	A4274	08/23/2021	REBUILD HYD CYLINDER 4 POST LIFT	001-301-630-400	575.00
THOMPSON MACHINERY*	PC110303012	08/27/2021	SEALS AND O-RINGS	001-301-630-400	22.48
BELL BUILDING SUPPLY, INC.	328009	09/03/2021	2 BOXES OF SCREW DECK STA	001-301-555-250	16.00
STARKVILLE AUTO PARTS	146551	09/08/2021	TRUCK #712 JET SPRAYER	001-301-630-360	81.99
HILL MANUFACTURING COMPANY, INC.	100569	09/10/2021	ASPHALT & TAR REMOVER	001-301-555-250	3,002.68
YOUNG WELDING SUPPLY, INC	01330169	09/13/2021	CYLINDERS OXYGEN ACETYLENE	001-301-555-250	797.01
REYNOLDS/RENASANT INSURANCE AGENCY	1180070	09/16/2021	JD EXCAVATOR	001-301-620-370	218.00
THOMPSON MACHINERY*	PC110303750	09/17/2021	HYD HOSE ASSY	001-301-630-400	194.73

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THOMPSON MACHINERY*	PC110303751	09/17/2021	SEAL	001-301-630-400	2.78
STARKVILLE AUTO PARTS	146926	09/21/2021	AIR HOSE, COUPLER, HOSE END, CLAMP	001-301-630-360	63.85
ENNIS-FLINT, INC.	260740	09/23/2021	RUMBLE BAR	001-301-565-272	1,493.92
ENNIS-FLINT, INC.	260745	09/23/2021	RUMBLE BAR	001-301-565-272	834.00
NEWELL PAPER COMPANY	3137842	09/23/2021	2 CASES WIPERS	001-301-555-250	115.43
STARKVILLE AUTO PARTS	147051	09/27/2021	ENG 002 OIL FILTER, OIL	001-301-630-360	69.41
MMC MATERIALS, INC.	727319	09/28/2021	CONCRETE	001-301-560-270	486.50
THOMPSON MACHINERY*	WO110056252	09/28/2021	MILEAGE AND LABOR OC CAT	001-301-630-400	330.00
WATERMARK PRINTERS LLC	14340	09/29/2021	100 DOOR HANGERS	001-301-555-250	117.00
STARKVILLE AUTO PARTS	147139	09/29/2021	TRUCK #54 OIL FILTER, AIR FILTER, OIL	001-301-630-360	54.89
STARKVILLE AUTO PARTS	147141	09/29/2021	TRUCK #54 DRAIN PLUG	001-301-630-360	3.79
STARKVILLE AUTO PARTS	147147	09/29/2021	TRUCK #54 BULBS, BULB SOCKET	001-301-630-360	34.05
AMAZON CAPITAL SERVICES, INC.	1K1Y-DJKP-HDWW	09/29/2021	SQUEEGEE, TV MOUNT STAN	001-301-555-250	146.87
MMC MATERIALS, INC.	727556	09/29/2021	CONCRETE	001-301-560-270	308.50
STARKVILLE AUTO PARTS	147162	09/30/2021	WIPER BLADES	001-301-630-360	27.98
CUSTOM PRODUCTS CORPORATION	358890	09/30/2021	CUSTOM SIGNS	001-301-565-272	350.89
CADENCE /ELAN VISA	479248	09/30/2021	BOOTS - MARY WILLIAMS	001-301-691-550	94.99
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-301-604-330	77.33
FASTENAL COMPANY	MSSTA98777	09/30/2021	BLADES & VESTS	001-301-555-250	853.95
GTR SOLID WASTE MGMT. AUTH	09.30.21	10/01/2021	SEPT. 2021 SOLID WASTE TICKETS	001-301-691-510	411.75
STARKVILLE AUTO PARTS	147198	10/01/2021	COUPLER	001-301-630-360	4.59
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
OKTIBBEHA COUNTY COOPERATIVE	719146	10/01/2021	BOOTS	001-301-535-233	68.77
LOWE'S-STREET	902861	10/01/2021	TOOLS	001-301-555-250	150.28
LOWE'S	902974	10/01/2021	CLEANING SUPPLIES	001-301-555-250	43.96
AMAZON CAPITAL SERVICES, INC.	1Q7R-CDJH-16J3	10/02/2021	DESK LAMPS W/CHARGERS,	001-301-555-250	353.94
APAC-MISSISSIPPI, INC	4000111775	10/02/2021	1.81 TONS ASPHALT	001-301-560-270	138.47
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	299.33
FUELMAN / FLEETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-301-525-231	1,133.00
STARKVILLE AUTO PARTS	147277	10/05/2021	TRUCK #S 701, 75, 710 OIL AND FILTERS	001-301-630-360	242.94
CUSTOM PRODUCTS CORPORATION	359192	10/05/2021	CUSTOM SIGNS	001-301-565-272	80.60
CINTAS	4097753864	10/05/2021	STREET DEPT.	001-301-555-250	35.00
MMC MATERIALS, INC.	728402	10/05/2021	CONCRETE W/FIBERS	001-301-560-270	372.00
STARKVILLE AUTO PARTS	147315	10/06/2021	#701 MINI LAMP	001-301-630-360	16.88
STARKVILLE AUTO PARTS	147367	10/07/2021	TRAILER ADAPTER, EXHAUST FLUID	001-301-630-360	73.43
STRIBLING EQUIPMENT, INC.	CS005038280	10/07/2021	SPARE KEYS	001-301-555-250	26.80
LYLE MACHINERY	P31046	10/07/2021	SPARE KEYS	001-301-555-250	14.38
VULCAN SIGNS, INC	R11192	10/07/2021	WHITE BLANK SIGNS	001-301-565-272	2,379.50
EAST MISSISSIPPI LUMBER CO	A93923	10/08/2021	HANDTRUCKS -2, STRIPING PAINT	001-301-555-250	217.50
STARKVILLE AUTO PARTS	147426	10/11/2021	TRUCK #702 PIGTAIL, NOZZLE ASSY	001-301-630-360	49.78
STARKVILLE AUTO PARTS	147440	10/11/2021	TRUCK #709 OIL, OIL DRAIN PLUG	001-301-630-360	74.90
AMAZON CAPITAL SERVICES, INC.	1RG1-6Y1N-HFVT	10/11/2021	WELDING WIRE, MARKERS, PENS, SPREADER	001-301-555-250	221.65
CANNON FORD LINCOLN	203640	10/11/2021	TRUCK #709 PLUG	001-301-630-360	10.32
FUELMAN / FLEETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-301-525-231	648.66

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TRAILBOSS TRAILERS, INC.	126276	10/12/2021	REPAIR STREET UTILITY TRAILER	001-301-630-400	157.25
CINTAS	4098440084	10/12/2021	STREET DEPT	001-301-555-250	35.00
LOWE'S	902869	10/12/2021	FLOOR WAX	001-301-555-250	23.70
EAST MISSISSIPPI LUMBER CO	A94165	10/12/2021	FLOOR WAX, FINISH APPLICATOR	001-301-555-250	37.64
AMAZON CAPITAL SERVICES, INC.	1XJ6-WF4Q-C11L	10/13/2021	FLAP WHEELS	001-301-555-250	68.93
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033939	10/13/2021	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	4,736.40
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-301-625-380	24,029.34
Outstanding Total:					47,638.28

Paid					
PAUL'S WELDING	0675.	05/11/2021	HOT MIX TRUCK REPAIRS/REPRINT #96769	001-301-630-360	610.00
Paid Total:					610.00
Department 301 - STREET DEPARTMENT Total:					48,248.28

Department: 360 - ANIMAL CONTROL

Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.74
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	001-360-604-330	77.33
FUELMAN / FLETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-360-525-231	42.95
FUELMAN / FLETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-360-525-231	49.04
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0033907	10/12/2021	1ST QTR CONTRIBUTION FY 2	001-360-951-955	46,250.00
Outstanding Total:					46,455.06
Department 360 - ANIMAL CONTROL Total:					46,455.06

Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK

Outstanding					
MS STATE UNIVERSITY AGRICENTER	INV0033908	10/12/2021	1ST QTR CONTRIBUTION FY 2	001-541-625-380	5,000.00
Outstanding Total:					5,000.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:					5,000.00

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding					
POWERSTROKE EQUIPMENT SALES & SVC	5044	09/22/2020	REPAIR MOWER	001-550-600-370	30.00
POWERSTROKE EQUIPMENT SALES & SVC	5094	10/09/2020	OIL FILTER, KNOB & SCREW	001-550-600-370	60.94
POWERSTROKE EQUIPMENT SALES & SVC	5203	11/17/2020	BELT	001-550-600-370	149.99
SPRINGER ENGINEERING, INC.	13967	12/09/2020	SURVEY & DESIGN/SPORTSPLEX BRIDGE	001-550-600-300	3,200.00
POWERSTROKE EQUIPMENT SALES & SVC	5247	12/18/2020	REPAIR BUGGY	001-550-600-370	160.99
POWERSTROKE EQUIPMENT SALES & SVC	5289	01/28/2021	REPAIR POLE SAW, MIX OIL	001-550-600-370	439.43
POWERSTROKE EQUIPMENT SALES & SVC	5310	02/09/2021	REPAIR HEDGE TRIMMERS	001-550-600-370	107.96
POWERSTROKE EQUIPMENT SALES & SVC	5329	02/22/2021	CHAINS AND FILES	001-550-600-370	62.95
POWERSTROKE EQUIPMENT SALES & SVC	5726	06/17/2021	REPAIR EXMARK #9	001-550-600-370	259.96
H&R AGRI-POWER	CN03926A	07/06/2021	TIRE & WHEEL	001-550-501-110	985.36
POWERSTROKE EQUIPMENT SALES & SVC	5861	07/21/2021	REPAIR #9 MOWER	001-550-600-370	162.97

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AMAZON CAPITAL SERVICES, INC.	1NRK-NJND-9V3P	08/23/2021	RETURN CORK BOARD	001-550-501-200	-43.92
NESCO ELECTRICAL DISTRIBUTORS	52461847	09/01/2021	NEW FRONT DESK ELECTRICA	001-550-630-426	898.24
HOLLIS BROTHERS HEATING & COOLING	08040	09/15/2021	SERVICE CALL FOR NEEDMORE CENTER	001-550-600-300	134.51
NESCO ELECTRICAL DISTRIBUTORS	52480574	09/16/2021	LAMPS, BALLASTS, STAP KIT	001-550-600-355	1,728.89
NESCO ELECTRICAL DISTRIBUTORS	52481649	09/17/2021	BALLASTS, CONNECTORS, LAMPS	001-550-600-355	607.08
VERIZON -PARKS	9888694261	09/18/2021	PARKS ACCT#442043719-00001	001-550-600-330	1,435.56
AMAZON CAPITAL SERVICES, INC.	1MHM-4PXQ-P9J4	09/24/2021	SURGE PROTECTOR STRIPS	001-550-630-426	274.70
UNITED LABORATORIES SOUTHERN	329357	09/24/2021	BIATRON, ADHESIVE ESA LINE	001-550-501-208	1,054.04
TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	001-550-600-330	45.66
VERNON PLUMBING CONTRACTORS	22689	09/28/2021	REPAIR WATER LINE BEHIND OUTLAW CENTER	001-550-501-110	1,885.00
OKTIBBEHA COUNTY COOPERATIVE	718094	09/28/2021	250 FEET ROPE	001-550-501-110	172.50
LOWE'S - PARKS	907808	09/28/2021	75 FT YELLOW ROPE	001-550-501-110	127.01
LOWE'S - PARKS	908378.	09/28/2021	75 FT YELLOW ROPE	001-550-501-110	127.01
LOWE'S - PARKS	916511	09/28/2021	CREDIT TAX FROM 908378	001-550-501-110	-8.31
LOWE'S - PARKS	916514	09/28/2021	REFUND TAX ON 907808	001-550-501-110	-8.31
NEWELL PAPER COMPANY	3138144	09/30/2021	JANITORIAL SUPPLIES	001-550-501-208	173.43
ATMOS ENERGY	INV0033916	09/30/2021	# 3018222235/PARKS ADMIN	001-550-600-340	32.35
REX TEAM SPORTS	RTC62312	09/30/2021	121 FLAG FOOTBALL JERSEYS	001-550-501-415	847.00
REX TEAM SPORTS	RTC62313	09/30/2021	21 FLAG FOOTBALL JERSEYS	001-550-501-415	143.00
FERGUSON ENTERPRISES, INC	2456105	10/01/2021	BATHROOM REBUILD KIT	001-550-630-426	181.56
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
TIM BUSH	INV0033928	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	125.00
KENYON SELF	INV0033929	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	200.00
RICHARD E. HILL	INV0033930	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	225.00
CALEB GREEN	INV0033931	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	175.00
DILLON SPEARS	INV0033932	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	200.00
PARKER LEE	INV0033933	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	150.00
TREVOR HERRING	INV0033934	10/01/2021	CONTRACT LABOR 06/14/21-07/02/21- YOUTH FLAG FOOT	001-550-600-320	200.00
ALEXANDRA FIRTH	INV0033935	10/01/2021	CONTRACT LABOR 08/11/21-09/27/21- YOGA	001-550-600-320	150.00
DULCY LITTLE	INV0033936	10/01/2021	CONTRACT LABOR 08/11/21-09/27/21- YOGA	001-550-600-320	60.00
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
OKTIBBEHA COUNTY COOPERATIVE	720307	10/04/2021	PTO SHAFT, HITCH PIN	001-550-501-110	213.97
LOWE'S - PARKS	901340	10/04/2021	INVERTER, MOUNTING TAPE, ANT KILLER	001-550-501-110	831.83
LOWE'S - PARKS	901340	10/04/2021	INVERTER, MOUNTING TAPE, ANT KILLER	001-550-630-426	61.16
FUELMAN / FLEETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	001-550-525-231	100.86
CIVICPLUS	217393	10/07/2021	ULT. DEPT. HEADER ANNUAL FEE	001-550-600-300	1,158.15
OKTIBBEHA COUNTY COOPERATIVE	721339	10/07/2021	SHOES, GLOVES, HAT, BUCKET, DUCT TAPE	001-550-501-110	24.63

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	721339	10/07/2021	SHOES, GLOVES, HAT, BUCKET, DUCT TAPE	001-550-535-233	153.89
TIM BUSH	INV0033920	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	75.00
KENYON SELF	INV0033921	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	50.00
RICHARD E. HILL	INV0033922	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	50.00
CALEB GREEN	INV0033923	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	50.00
DILLON SPEARS	INV0033924	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	75.00
PARKER LEE	INV0033925	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	50.00
TREVOR HERRING	INV0033926	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	75.00
CHRISTIAN TANNER	INV0033927	10/07/2021	CONTRACT LABOR 10/02/21-10/07/21- YOUTH FLAG FOOT	001-550-600-320	25.00
MCREYNOLDS	INV0033937	10/07/2021	CONTRACT LABOR 09/28/21-10/07/21- YOGA	001-550-600-320	30.00
DULCY LITTLE	INV0033938	10/07/2021	CONTRACT LABOR 09/28/21-10/07/21- YOGA	001-550-600-320	25.00
ALEXANDRA FIRTH	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	001-550-525-231	55.83
STARKVILLE UTILITIES	INV0033943	10/14/2021	UTILITY BILLS BY DEPT	001-550-600-340	4,501.42
Outstanding Total:					24,656.44
Department 550 - PARKS AND REC DEPARTMENT Total:					24,656.44

Department: 600 - CAPITAL PROJECTS

Outstanding

KIMLEY HORN	014160000-0821	08/31/2021	BUILD GRANT/SVCS THRU 08.31.21	001-600-948-860	14,106.93
BRISLIN, INC	211337	10/07/2021	QUARTERLY MAINT AGREEMENT/CITY HALL + REPAIRS	001-600-901-812	1,092.00
Outstanding Total:					15,198.93
Department 600 - CAPITAL PROJECTS Total:					15,198.93

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

STARKVILLE/OKTIBBEHA LIBRARY	INV0033909	10/12/2021	1ST QTR CONTRIBUTION FY 2	001-653-900-802	62,500.00
STARKVILLE AREA ARTS COUNCIL	INV0033910	10/12/2021	FY22 ANNUAL CONTR/SYMPHONY ASSOCIATION	001-653-702-506	3,500.00
STARKVILLE AREA ARTS COUNCIL	INV0033911	10/12/2021	FY22 ANNUAL CONTRIBUTION	001-653-702-506	3,500.00
STARKVILLE COMMUNITY THEATRE	INV0033912	10/12/2021	FY22 ANNUAL CONTRIBUTION	001-653-702-507	3,500.00
Outstanding Total:					73,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					73,000.00

Department: 800 - DEBT SERVICE

Outstanding

HANCOCK WHITNEY BANK *	09.02.21-18	09/02/2021	MOBSTARV18/GO PUB IMP BOND PROJ 2018	001-800-830-873	62,853.13
HANCOCK WHITNEY BANK *	09.02.21-19	09/02/2021	MOBSTARV19/SPO PUB IMP BOND SERIES 2019	001-800-820-881	201,897.60
HANCOCK WHITNEY BANK *	37880	09/29/2021	STARKV16B/ SER 2016 B AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	37881	09/29/2021	STARKVILLE16/ SER 2016 A AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	37882	09/29/2021	STARKVILLE 17/GO TAX DEV BOND 2017 AGENT FEE	001-800-840-876	800.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BANCORP SOUTH FUNDS MANAGEMENT	11.01.21	10/11/2021	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-820-874	4,447.50
Outstanding Total:					271,698.23
Department 800 - DEBT SERVICE Total:					271,698.23
Fund 001 - GENERAL FUND Total:					663,764.24

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

CASHFLOW LEASE	11.01.21	10/11/2021	LEASE 39677MS-108/2 2 FIRE TRUCKS	003-560-820-870	40,954.00
Outstanding Total:					40,954.00
Department 560 - RESTRICTED FIRE FUND Total:					40,954.00
Fund 003 - RESTRICTED FIRE FUND Total:					40,954.00

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RACKLEY OIL INC.	125153	09/07/2021	PRIMROSE FUEL CONDITIONER, OFF ROAD DIESEL	015-505-525-231	690.95
RACKLEY OIL INC.	560120	09/20/2021	12 BLUE DEF, AEROSHELL	015-505-525-231	262.80
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.35
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	015-505-604-330	158.76
RSI NET * REMOTE SYSTEMS INTEGRATION *	6151	09/27/2021	DATA SERVICE JULY-SEPT 2021	015-505-600-338	180.00
WALMART- CAPITAL ONE	00850	09/28/2021	RETURN 2 30 GAL HUSKY	015-505-541-237	-27.96
WALMART- CAPITAL ONE	09301	09/28/2021	INVOICE BOOKS, SUGAR, CUPS, 30 GAL HUSKY, TOWELS	015-505-541-237	114.33
MAXXSOUTH BROADBAND	INV0033896	09/28/2021	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
BELL BUILDING SUPPLY, INC.	330174	09/29/2021	HANDICAP PARKING SIGNS, PADLOCKS	015-505-691-550	69.95
TITAN AVIATION FUELS	3490636	09/29/2021	JET FUEL	015-505-525-233	20,704.87
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	015-505-604-330	77.33
CITY OF STARKVILLE	10.01.21A	10/01/2021	ANNUAL AIRPORT ADMINISTRATIVE FEES	015-505-600-333	15,000.00
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
RACKLEY OIL INC.	560920	10/01/2021	GAS	015-505-525-231	270.79
REBEL SERVICES, LLC	6704	10/01/2021	AVGAS TRUCK REPAIRS	015-505-630-400	1,587.34
TITAN AVIATION FUELS	R3492013	10/01/2021	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
VERIZON WIRELESS	9889750114	10/02/2021	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.39
RODNEY LINCOLN	21-0176-1	10/03/2021	EMBROIDERY SET UP CHARGE	015-505-691-550	40.00
DOUG MARTIN	908367	10/03/2021	ELECTRICAL STORM DAMAGE FOR SOUTH HANGAR	015-505-630-400	250.00
MAGNOLIA BOTTLED WATER CO	49050	10/04/2021	BOTTLED WATER & CUPS	015-505-691-550	32.00
OKTIBBEHA COUNTY COOPERATIVE	720901	10/06/2021	HOE & HITCH PIN	015-505-555-250	47.98
FUELMAN / FLEETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	015-505-525-231	41.38
Outstanding Total:					40,571.59
Department 505 - AIRPORT Total:					40,571.59
Fund 015 - AIRPORT FUND Total:					40,571.59

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
CSPIRE WIRELESS	09.25.21	09/25/2021	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	118.83
SOUTHERN TELECOMMUNICATIONS	10.17.21	09/27/2021	ACCT #2490 SEPT 2021	022-322-604-330	45.66
PAUL'S WELDING	0754	09/29/2021	SWEEPER, BUSHHOG, STEP REPAIRS	022-322-630-400	520.00
GATEWAY TIRE & SERVICE CENTER	1018-150746	09/29/2021	TRUCK #39 ONE NEW TIRE	022-322-630-360	324.94
POWERSTROKE EQUIPMENT SALES & SVC	6109	09/30/2021	REPAIR MOWER	022-322-630-400	135.98
CSPIRE BUSINESS SOLUTIONS	643956-67	09/30/2021	ACCOUNT # 643956	022-322-604-330	77.33
GTR SOLID WASTE MGMT. AUTH	09.30.21	10/01/2021	SEPT. 2021 SOLID WASTE TICKETS	022-322-600-379	39,433.81
GATEWAY TIRE & SERVICE CENTER	1018-150935	10/01/2021	TRUACK #91 3 NEW TIRES	022-322-630-360	974.82
GOLDEN TRIANGLE PLANNING & DEV. INC	10926	10/01/2021	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	234.00
GOLDEN TRIANGLE PLANNING & DEV. INC	10927	10/01/2021	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.50
GOLDEN TRIANGLE PLANNING & DEV. INC	10928	10/01/2021	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
VERIZON CONNECT-NWF	2574598	10/01/2021	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	437.13
CITY OF STARKVILLE SANITATION	INV0033890	10/01/2021	QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	13,750.00
SGK LANDSCAPES, LLC	ST28327	10/01/2021	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST28328	10/01/2021	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
GATEWAY TIRE & SERVICE CENTER	1018-150956	10/04/2021	TRUCK #93 2 NEW TIRES	022-322-630-360	761.24
GATEWAY TIRE & SERVICE CENTER	1018-150969	10/04/2021	TRUCK #39 ONE NEW TIRE	022-322-630-360	304.80
GATEWAY TIRE & SERVICE CENTER	1018-150970	10/04/2021	TRAILER TIRE	022-322-630-400	116.15
FUELMAN / FLEETCOR	NP60858545	10/04/2021	FUEL REPORT 09/27/21 - 10/03/21	022-322-525-231	3,288.38
GATEWAY TIRE & SERVICE CENTER	1018-151119	10/05/2021	TRUCK #129 REPLACE FRONT BRAKE PADS	022-322-630-360	188.66
GATEWAY TIRE & SERVICE CENTER	1018-151124	10/05/2021	2 NEW TIRES FOR 2017 FORD F250	022-322-630-360	337.60
BULLDOG TOWING & RECOVERY	42896	10/06/2021	TOW TRUCK #98 TO TUPELO TRI-STATE	022-322-630-360	550.00
POWERSTROKE EQUIPMENT SALES & SVC	6127	10/06/2021	REPAIR TURF TRACER, EXMARK LAZER, BLADE BOLTS	022-322-630-400	588.37
STARKVILLE DAILY NEWS	INV0033906	10/07/2021	LABOR DAY CLOSING	022-322-604-330	106.00
FUELMAN / FLEETCOR	NP60900118	10/11/2021	FUEL REPORT 10/04/21 - 10/10/21	022-322-525-231	3,330.41
Outstanding Total:					68,016.26
Paid					
PAUL'S WELDING	0671.	05/06/2021	FUEL TRAILER REPAIRS/REPRINT #96769	022-322-630-360	202.00
PAUL'S WELDING	0676.	05/17/2021	TRUCK #38 HYD REPAIRS/REPRINT #96769	022-322-630-360	140.00
Paid Total:					342.00
Department 322 - SANITATION DEPARTMENT Total:					68,358.26
Fund 022 - ENVIRONMENTAL SERVICES Total:					68,358.26

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1074393	09/10/2021	NEEL SCHAFF. OCEDA SPEC BLDNG PAD THRU 08.31.21	303-600-600-309	643.00
OKT COUNTY SUPERVISORS	BYRUM 005	09/30/2021	BYRUM CONSTR. PAY REQ #5/NORTHSTAR SIGN	303-600-600-330	31,830.23
Outstanding Total:					32,473.23
Department 600 - CAPITAL PROJECTS Total:					32,473.23
Fund 303 - INDUSTRIAL PARK BOND Total:					32,473.23
Fund: 309 - AMERICAN RELIEF FUND					
Department: 316 - AMERICAN RECOVERY REINVESTMENT					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	421287A	10/11/2021	ARPA FUNDS LEGAL EXPENSES	309-316-912-850	784.00
Outstanding Total:					784.00
Department 316 - AMERICAN RECOVERY REINVESTMENT Total:					784.00
Fund 309 - AMERICAN RELIEF FUND Total:					784.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SPRINGER ENGINEERING, INC.	14191	09/08/2021	QUALITY TESTING FOR SHS SIDEWALK	319-600-903-851	1,484.00
GROUNDSTONE CONSTRUCTION	372-2	10/05/2021	S. MONT/LYNN LANE SIDEWALK CONNECTION	319-600-903-851	973.45
Outstanding Total:					2,457.45
Department 600 - CAPITAL PROJECTS Total:					2,457.45
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					2,457.45
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
CITY OF STARKVILLE	10.01.21	10/01/2021	QTRLY TOURISM TAX TRANSFE	375-551-907-110	50,000.00
Outstanding Total:					50,000.00
Paid					
REGIONS BANK	09.30.21	10/08/2021	ACCT# 101015662/ GEN OB. BONDS SERIES 2020A	375-551-840-852	583,375.00
REGIONS BANK	09.30.21-R	10/08/2021	ACCT# 101015662/ GEN OB. BONDS SERIES 2020A	375-551-840-852	-583,375.00
Paid Total:					0.00
Department 551 - PARK & REC TOURISM Total:					50,000.00
Fund 375 - PARK AND REC TOURISM Total:					50,000.00
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160000-0821	08/31/2021	BUILD GRANT/SVCS THRU 08.31.21	377-318-680-300	56,427.72
Outstanding Total:					56,427.72
Department 318 - MS182/MLK Total:					56,427.72
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					56,427.72
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SPORTS FACILITIES COMPANIES, INC.	8539	06/17/2021	REIMB TRAVEL EXPENSES	380-551-600-947	4,540.28
CODY BOYD	10.01.21	10/01/2021	15 TREES REMOVED, 24 TREES TRIMMED, STUMP GRI	380-551-907-942	12,670.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SPORTS FACILITIES COMPANIES, INC.	8702	10/01/2021	PRE-OPENING SVCS - OCT 2021	380-551-600-947	24,000.00
DALHOFF THOMAS DESIGN STUDIO	9991	10/05/2021	PROJ 20-483 SPORTSPLEX & MCKEE PARK IMP	380-551-600-955	1,430.00
DALHOFF THOMAS DESIGN STUDIO	9992	10/05/2021	PROJ 18-367 CORNERSTONE PARK	380-551-600-945	3,057.00
Outstanding Total:					45,697.28
Department 551 - PARK & REC TOURISM Total:					45,697.28
Fund 380 - PARK BONDS 2020 Total:					45,697.28
Grand Total:					1,001,487.77

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	663,764.24	1,110.00
003 - RESTRICTED FIRE FUND	40,954.00	0.00
015 - AIRPORT FUND	40,571.59	0.00
022 - ENVIRONMENTAL SERVICES	68,358.26	342.00
303 - INDUSTRIAL PARK BOND	32,473.23	0.00
309 - AMERICAN RELIEF FUND	784.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	2,457.45	0.00
375 - PARK AND REC TOURISM	50,000.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	56,427.72	0.00
380 - PARK BONDS 2020	45,697.28	0.00
Grand Total:	1,001,487.77	1,452.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE E	1,443.32	0.00
001-000-149-691	MUNICIPAL COURT BON	500.00	500.00
001-000-160-698	DONATION POLICE	294.16	0.00
001-100-604-330	COMMUNICATIONS	412.36	0.00
001-110-330-166	TRAUMA TRAFFIC	1,437.00	0.00
001-110-330-376	COURT CONSTITUENTS	131.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	389.93	0.00
001-110-330-378	APPEARANCE BOND FEE	131.25	0.00
001-110-330-382	TRAFFIC VIOLATION	21,741.50	0.00
001-110-330-385	IMPLIED CONSENT	887.00	0.00
001-110-330-386	WIRELESS COMM FEE	3,065.25	0.00
001-110-330-387	OTHER MISDEMEANORS	2,901.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	30.00	0.00
001-110-330-393	VICTIMS BOND FEE	89.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	250.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	42.00	0.00
001-110-330-398	UNINSURED MOTORIST	7,103.25	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	423.22	0.00
001-110-604-330	POSTAGE / COMMUNICA	145.47	0.00
001-111-604-330	COMMUNICATIONS	149.73	0.00
001-120-501-200	SUPPLIES	36.89	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,369.33	0.00
001-120-604-330	COMMUNICATIONS	252.55	0.00
001-120-690-555	DUES	350.00	0.00
001-123-604-330	COMMUNICATIONS	2,929.16	0.00
001-123-918-805	EQUIPMENT & PYMTS	1,804.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	220.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	238.47	0.00
001-169-600-302	CITY ATTORNEY GENERA	11,212.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	7,984.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	531.92	0.00
001-180-604-330	COPIER/POSTAGE/PHON	126.38	0.00
001-180-610-340	ADVERTISING	375.34	0.00
001-180-690-553	TRAINING / EDUCATION	156.20	0.00
001-180-691-505	PERSONNEL / KRONOS S	47.58	0.00
001-190-501-200	SUPPLIES	270.20	0.00
001-190-604-330	COPIERS/PHONES/IPADS	2,813.55	0.00
001-192-510-220	SUPPLIES	182.05	0.00
001-192-600-338	CONTRACT SERVICES	1,664.00	0.00
001-192-625-380	UTILITIES	3,560.25	0.00
001-192-630-403	REPAIRS TO BUILDING &	26.27	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-630-550	FUEL TANK ABANDONM	536.25	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIO	6,500.00	0.00
001-195-951-965	TRANSFER TO BRICKFIRE	5,000.00	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-195-951-969	TRANSFER TO HERITAGE	5,000.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	-17.68	0.00
001-197-600-308	ENGINEERING SERVICES	555.00	0.00
001-197-604-330	COMMUNICATIONS	105.45	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	383.37	0.00
001-201-525-231	GAS & OIL	6,136.26	0.00
001-201-535-233	UNIFORMS	1,864.37	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	199.41	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,658.51	0.00
001-201-555-208	JANITORIAL SUPPLIES	972.71	0.00
001-201-556-251	POLICE SUPPLIES	1,242.46	0.00
001-201-600-300	PROFESSIONAL SERVICE	537.00	0.00
001-201-600-304	INFORMANT FEES	2,475.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,146.30	0.00
001-201-625-380	UTILITIES	4,022.13	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	6,821.38	0.00
001-201-630-426	BUILDING MAINTENANC	1,281.68	0.00
001-201-635-369	COPIER RENTAL	159.96	0.00
001-201-690-450	GPS EXPENSES	2,293.43	0.00
001-201-918-805	EQUIPMENT & SOFTWA	3,684.11	0.00
001-246-525-231	GAS AND OIL	157.07	0.00
001-261-525-231	GAS & OIL	1,994.57	0.00
001-261-535-233	UNIFORMS	306.86	0.00
001-261-554-240	FIRE INVESTIGATION	64.34	0.00
001-261-555-208	JANITORIAL & PAPER SU	861.78	0.00
001-261-558-269	BUILDING MAINTENANC	619.00	0.00
001-261-600-319	PHYSICAL EXAMINATION	125.00	0.00
001-261-600-331	MULTI-JURISDICTIONAL	2,500.00	0.00
001-261-600-390	FIRE TRAINING	1,535.88	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,501.39	0.00
001-261-625-380	UTILITIES	1,880.85	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	1,698.11	0.00
001-261-630-404	RADIO MAINTENANCE /	5,772.50	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-690-555	DUES	200.00	0.00
001-281-525-231	GAS & OIL	31.85	0.00
001-281-604-330	COPIER/PHONES/IPADS/	157.06	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-290-625-380	UTILITIES / CODE RED	104.22	0.00
001-301-525-231	GAS & OIL	1,781.66	0.00
001-301-535-233	UNIFORMS	68.77	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	6,301.08	0.00
001-301-560-270	CONSTRUCTION MATERI	1,305.47	0.00
001-301-565-272	STREETS SIGNS & PAINT	5,138.91	0.00
001-301-604-330	COMMUNICATIONS	376.66	0.00
001-301-620-370	INSURANCE	218.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	28,784.52	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,418.80	610.00
001-301-630-400	EQUIPMENT REPAIR &	2,072.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-691-510	LANDFILL EXPENSES	411.75	0.00
001-301-691-550	MISCELLANEOUS	94.99	0.00
001-360-525-231	GAS & OIL	91.99	0.00
001-360-604-330	COMMUNICATIONS	113.07	0.00
001-360-951-955	TRANSFER TO HUMANE	46,250.00	0.00
001-541-625-380	UTILITIES - HORSE PARK	5,000.00	0.00
001-550-501-110	FIELD / PARKING LOT SU	4,350.69	0.00
001-550-501-200	OFFICE SUPPLIES	-43.92	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,227.47	0.00
001-550-501-415	SPORTS PROGRAMS	990.00	0.00
001-550-525-231	GAS & OIL	156.69	0.00
001-550-535-233	UNIFORMS	153.89	0.00
001-550-600-300	PROFESSIONAL SERVICE	4,492.66	0.00
001-550-600-320	CONTRACT LABOR, UMP	1,990.00	0.00
001-550-600-330	PHONES/COPIERS/POST	1,521.23	0.00
001-550-600-340	UTILITIES	4,533.77	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	2,335.97	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	1,435.19	0.00
001-550-630-426	BUILDING MAINT/REPAI	1,415.66	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,092.00	0.00
001-600-948-860	BUILD GRANT MATCH (2	14,106.93	0.00
001-653-702-506	STK AREA ARTS COUNCIL	7,000.00	0.00
001-653-702-507	STK COMMUNITY THEAT	3,500.00	0.00
001-653-900-802	LIBRARY	62,500.00	0.00
001-800-820-874	MIDDLETON 2011 BOND	4,447.50	0.00
001-800-820-881	2019 3M STREET PRINCI	201,897.60	0.00
001-800-830-873	2018 BOND 4.5M CAP I	62,853.13	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
003-560-820-870	2020 FIRE TRUCK - BANK	40,954.00	0.00
015-505-525-231	GAS & OIL	1,265.92	0.00
015-505-525-233	JET A FUEL PURCHASES	20,704.87	0.00
015-505-541-237	OPERATING SUPPLIES	86.37	0.00
015-505-555-250	SMALL EQUIPMENT & T	47.98	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-333	ADMIN FEES TO CITY	15,000.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	324.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	329.83	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,837.34	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	141.95	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	6,618.79	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	13,750.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-364	BILLING SERVICES	253.50	0.00
022-322-600-379	LANDFILL FEES	39,433.81	0.00
022-322-604-330	COMMUNICATIONS	347.82	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	3,784.06	342.00
022-322-630-400	EQUIPMENT REPAIR &	1,360.50	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
303-600-600-309	LEGAL AND PROF SVCS E	643.00	0.00
303-600-600-330	IND PARK CONSTRUCTIO	31,830.23	0.00
309-316-912-850	LEGAL / ADMIN - AMERI	784.00	0.00
319-600-903-851	SIDEWALK/WALKWAY I	2,457.45	0.00
375-551-840-852	INTEREST - 2020A	0.00	0.00
375-551-907-110	TRANSFER TO 001 MAIN	50,000.00	0.00
377-318-680-300	PROFESSIONAL SERVICE	56,427.72	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
380-551-600-945	CORNERSTONE PROFESS	3,057.00	0.00
380-551-600-947	CORNERSTONE MANAG	28,540.28	0.00
380-551-600-955	EXISTING PARKS - PROFE	1,430.00	0.00
380-551-907-942	EXISTING PARK IMPROV	12,670.00	0.00
	Grand Total:	1,001,487.77	1,452.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	999,030.32	1,452.00
20045	1,484.00	0.00
21013	973.45	0.00
	Grand Total:	1,001,487.77



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 WATER DEPT			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE		
PRG. ACTPAYLT			FOR: 10/20/21 ACCOUNT 23110						RUN DATE 10/12/21 12:06 PM		
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000111498	10/11/21		6293 Asphalt		10/20/21	909.59	.00	ACH			
4000111636	10/11/21		6293 Asphalt		10/20/21	2385.29	.00	ACH			
					VENDOR TOTAL:	3294.88					
VENDOR: 191 BANCORPSOUTH-2019 BONDS											
11/01/21	10/07/21		0 Bond Payment 82-0097-01-2		10/20/21	152275.00	.00	ACH			
					VENDOR TOTAL:	152275.00					
VENDOR: 202 BELL BUILDING SUPPLY											
330111	10/04/21		6366 Materials		10/20/21	123.94	.00	ACH			
330526	10/11/21		6379 Supplies		10/20/21	38.75	.00	ACH			
					VENDOR TOTAL:	162.69					
VENDOR: 215 CINTAS											
5078895910	10/11/21		5124 Sfty Supplies		10/20/21	217.34	.00	CHK			
					VENDOR TOTAL:	217.34					
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100270324.001	10/04/21		6306 Materials		10/20/21	2248.80	.00	ACH			
					VENDOR TOTAL:	2248.80					
VENDOR: 307 CITY OF STARKVILLE											
AUG 2021-EXP	09/30/21		0 Due to City		10/20/21	3028.02	.00	CHK			
AUG, SEPT21-SALAR	10/06/21		0 Reimb City Salaries		10/20/21	11865.18	.00	CHK			
					VENDOR TOTAL:	14893.20					
VENDOR: 321 COLE'S AUTO REPAIR											
19933	10/11/21		6380 Repairs		10/20/21	506.29	.00	CHK			
					VENDOR TOTAL:	506.29					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3112673-000-000	10/11/21		5114 Materials		10/20/21	855.00	.00	CHK			
3114216-000-000	10/11/21		6347 Materials		10/20/21	340.00	.00	CHK			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
3114289-000-000	10/11/21	6360	Materials	10/20/21	1680.00	.00	CHK				
3114342-000-000	10/11/21	6303	Materials	10/20/21	210.00	.00	CHK				
3114342-001-000	10/11/21	6303	Materials	10/20/21	105.00	.00	CHK				
VENDOR TOTAL:						3190.00					
VENDOR: 368 CONTROL SYSTEMS, INC											
60276	10/11/21	5113	Service Call	10/20/21	3223.00	.00	ACH				
60302	10/11/21	5112	Service Call	10/20/21	397.00	.00	ACH				
VENDOR TOTAL:						3620.00					
VENDOR: 400 IVY AUTO PARTS											
672513	10/04/21	6371	Repair	10/20/21	3.99	.00	ACH				
VENDOR TOTAL:						3.99					
VENDOR: 496 EAST MISS LUMBER											
D87739	10/11/21	6364	Tools	10/20/21	65.99	.00	CHK				
E91059	10/11/21	6383	Materials	10/20/21	181.12	.00	CHK				
VENDOR TOTAL:						247.11					
VENDOR: 498 PUMPELLO OIL ACQUISITION LLC											
W363601-IN	10/11/21	6335	Maintenance	10/20/21	1117.05	.00	ACH				
VENDOR TOTAL:						1117.05					
VENDOR: 604 FASTENAL											
MSSTA98611	10/11/21	5115	Supplies	10/20/21	2841.10	.00	ACH				
VENDOR TOTAL:						2841.10					
VENDOR: 605 FERGUSON ENTERPRISES LLC											
1403187	10/11/21	6289	Materials	10/20/21	267.00	.00	CHK				
1403409-1	10/11/21	6278	Materials	10/20/21	90.00	.00	CHK				
1404510	10/11/21	6311	Materials	10/20/21	3815.87	.00	CHK				
1404520	10/11/21	6311	Materials	10/20/21	290.02	.00	CHK				
1404582	10/11/21	6313	Materials	10/20/21	507.00	.00	CHK				
1405012	10/01/21	6325	Pipe	10/20/21	2272.00	.00	CHK				
1405015	10/11/21	6323	Materials	10/20/21	2250.00	.00	CHK				
1405027	10/11/21	6327	Materials	10/20/21	578.00	.00	CHK				
1405027-1	10/11/21	6327	Materials	10/20/21	625.00	.00	CHK				
1405532	10/04/21	6346	Materials	10/20/21	1106.70	.00	CHK				

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
1406323	10/11/21		5125 Materials	INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
1406415	10/11/21		6365 Materials		10/20/21	1600.00	.00	CHK			
					10/20/21	856.50	.00	CHK			
					VENDOR TOTAL:	14258.09					
VENDOR:	620	G & C SUPPLY CO., INC.									
6834559	10/11/21		6302 Supplies		10/20/21	111.00	.00	ACH			
					VENDOR TOTAL:	111.00					
VENDOR:	639	GOLDEN TRIANGLE									
3062102021	10/08/21		0 Billing services		10/20/21	62.50	.00	ACH			
					VENDOR TOTAL:	62.50					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-150901	10/04/21		6372 Repair		10/20/21	206.85	.00	CHK			
					VENDOR TOTAL:	206.85					
VENDOR:	697	GENTRY SIGNS									
GS113751	10/11/21		5085 Sign		10/20/21	126.00	.00	CHK			
					VENDOR TOTAL:	126.00					
VENDOR:	702	HACH									
12667858	10/11/21		5055 Testing		10/20/21	143.00	.00	ACH			
12667909	10/11/21		8604		10/20/21	140.90	.00	ACH			
					VENDOR TOTAL:	283.90					
VENDOR:	733	HILL MANUFACTURING									
100336	10/04/21		6287 Solvent		10/20/21	3495.18	.00	ACH			
					VENDOR TOTAL:	3495.18					
VENDOR:	765	HYDRA SERVICE, INC.									
152234	10/11/21		5117 Pump Rental		10/20/21	437.00	.00	ACH			
152263	10/11/21		5116 Pump Rental		10/20/21	1166.00	.00	ACH			
					VENDOR TOTAL:	1603.00					

STARKVILLE WATER DEPT
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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
UNPAID INVOICES												
VENDOR:	825	H & H CONSTRUCTION & EXC LLC										
1205, 08, 10-13	10/08/21	0	Water & Sewer repairs		10/20/21	8700.00	.00	ACH				
1206, 1207, 1209	10/06/21	0	Water & Sewer repairs		10/20/21	7700.00	.00	ACH				
			VENDOR TOTAL:			16400.00						
VENDOR:	907	INDUSTRIAL CHEMICALS INC										
495953	10/11/21	5072	Chemicals		10/20/21	3850.22	.00	ACH				
			VENDOR TOTAL:			3850.22						
VENDOR:	1038	KORTERRA INC										
21380	10/11/21	0	Work order ticketing service		10/20/21	1500.00	.00	CHK				
			VENDOR TOTAL:			1500.00						
VENDOR:	1106	LESLIE DEAN										
170,191-195	10/12/21	0	Maintenance		10/20/21	3864.00	.00	ACH				
			VENDOR TOTAL:			3864.00						
VENDOR:	1322	MMC MATERIALS, INC.										
12/02/2020 PMT	10/12/21	0	Credit on Account 12/02/2020		10/20/21	552.00-	.00	CHK				
723416	10/04/21	6282	Concrete		10/20/21	2960.00	.00	CHK				
725088	10/11/21	6310	Concrete		10/20/21	1144.00	.00	CHK				
725594	10/11/21	6322	Concrete		10/20/21	1212.00	.00	CHK				
			VENDOR TOTAL:			4764.00						
VENDOR:	1341	MS DEVELOPMENT AUTHORITY										
10/01/21	10/06/21	0	CAP Loan Payments		10/20/21	27070.29	.00	CHK				
			VENDOR TOTAL:			27070.29						
VENDOR:	1366	MS CROSS CONNECTION										
29798	10/11/21	5121	Testing		10/20/21	278.00	.00	ACH				
			VENDOR TOTAL:			278.00						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1390	JACKSON NEWELL PAPER CO									
3137755	10/04/21	6318	Materials	10/20/21		277.52	.00	ACH			
3138293	10/11/21	5111	Supplies	10/20/21		229.00	.00	ACH			
				VENDOR TOTAL:		506.52					
VENDOR:	1400	NESCO									
S2477390.001	09/30/21	6273	Materials	10/20/21		26.64	.00	ACH			
				VENDOR TOTAL:		26.64					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
717785	10/04/21	6361	Soil	10/20/21		74.00	.00	ACH			
718430	09/29/21	5110	Security Fence	10/20/21		53.80	.00	ACH			
720343	10/11/21	6378	Uniform	10/20/21		103.34	.00	ACH			
720666	10/11/21	0	Credit on Account	10/20/21		148.00-	.00	ACH			
720686A	10/11/21	6378	Uniforms	10/20/21		246.69	.00	ACH			
720717	10/11/21	6385	Uniform	10/20/21		130.68	.00	ACH			
				VENDOR TOTAL:		460.51					
VENDOR:	1537	PERFORMANCE AUTOMOTIVE									
7899	10/04/21	6369	Maintenance	10/20/21		884.46	.00	CHK			
				VENDOR TOTAL:		884.46					
VENDOR:	1800	RACKLEY OIL, INC.									
000560053	10/04/21	6334	Maintenance	10/20/21		275.00	.00	ACH			
				VENDOR TOTAL:		275.00					
VENDOR:	1818	UNITED RENTALS INC									
198669295-001	10/04/21	6351	Tools	10/20/21		119.98	.00	ACH			
				VENDOR TOTAL:		119.98					
VENDOR:	1884	STARKVILLE GARBAGE									
9/27/21	10/06/21	0	Garbage disposal-600137	10/20/21		94.50	.00	CHK			
				VENDOR TOTAL:		94.50					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

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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:	1892	S&N AIROFLO INC								
18288	10/11/21	5126 Aerator Rental		10/20/21	2400.00	.00	ACH			
18291	10/11/21	6353 Equipment Rental		10/20/21	8150.50	.00	ACH			
		VENDOR TOTAL:			10550.50					
VENDOR:	1905	STARKVILLE AUTO PARTS								
5151-147127	10/04/21	6367 Maintenance		10/20/21	53.43	.00	CHK			
5151-147167	10/04/21	6370 Maintenance		10/20/21	15.99	.00	CHK			
5151-147197	10/04/21	6373 Repairs		10/20/21	279.98	.00	CHK			
5151-147209	10/11/21	6376 Maintenance		10/20/21	211.39	.00	CHK			
5151-147210	10/11/21	6376 Maintenance		10/20/21	115.99	.00	CHK			
5151-147276	10/11/21	6382 Maintenance		10/20/21	138.82	.00	CHK			
5151-147290	10/11/21	6382 Maintenance		10/20/21	5.25	.00	CHK			
		VENDOR TOTAL:			820.85					
VENDOR:	1917	RONNIE JONES CONST, INC.								
20211863	10/11/21	6342 Limestone		10/20/21	1033.90	.00	ACH			
20211864	10/11/21	6348 Limestone		10/20/21	2125.55	.00	ACH			
		VENDOR TOTAL:			3159.45					
VENDOR:	1920	CANNON FORD LINCOLN OF STARK								
203599	10/11/21	6384 Repair		10/20/21	55.68	.00	CHK			
		VENDOR TOTAL:			55.68					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY								
5793781-00	10/11/21	6296 Materials		10/20/21	1268.04	.00	ACH			
		VENDOR TOTAL:			1268.04					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC								
SEPT 2021	10/08/21	0 TWA Water Revenues		10/20/21	1452.25	.00	ACH			
		VENDOR TOTAL:			1452.25					
VENDOR:	2024	THOMPSON MACHINERY								
PC110304272	10/11/21	6375 Maintenance		10/20/21	390.53	.00	CHK			
PC110304273	10/11/21	6375 Materials		10/20/21	.85	.00	CHK			
PC110304274	10/11/21	6375 Materials		10/20/21	.50	.00	CHK			

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
PC110304275	10/11/21		6375 Maintenance	INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
PC110304410	10/11/21		6381 Maintenance		10/20/21	10.38	.00	CHK			
PC110304515	10/11/21		6381 Maintenance		10/20/21	35.48	.00	CHK			
					10/20/21	1524.53	.00	CHK			
					VENDOR TOTAL:	1962.27					
VENDOR:	2104	UPS									
24W1X6391	10/06/21	0	Postage		10/20/21	74.67	.00	CHK			
					VENDOR TOTAL:	74.67					
VENDOR:	2111	USA BLUEBOOK									
725068	10/11/21	6307	Pump		10/20/21	1746.79	.00	ACH			
					VENDOR TOTAL:	1746.79					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1061706	10/11/21	6326	Testing		10/20/21	252.00	.00	ACH			
1061969	10/11/21	5063	Testing		10/20/21	1254.00	.00	ACH			
1061970	10/11/21	5063	Testing		10/20/21	1204.00	.00	ACH			
1062021	10/11/21	6326	Testing		10/20/21	252.00	.00	ACH			
1062126	10/11/21	6326	Testing		10/20/21	252.00	.00	ACH			
1062255	10/11/21	5063	Testing		10/20/21	2400.00	.00	ACH			
					VENDOR TOTAL:	5614.00					
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE									
AL20577	10/11/21	5080	Camera		10/20/21	11720.00	.00	ACH			
					VENDOR TOTAL:	11720.00					
VENDOR:	2210	VERIZON WIRELESS									
9889227429	10/11/21	0	Wastewater M2M Data		10/20/21	85.27	.00	CHK			
9889613059	10/11/21	0	Phone bill 2821-03		10/20/21	605.09	.00	CHK			
					VENDOR TOTAL:	690.36					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
68449	10/11/21	5118	Water		10/20/21	24.60	.00	ACH			
69108	10/11/21	5118	Water		10/20/21	32.80	.00	ACH			
CLR1021-265	10/07/21	0	Water		10/20/21	10.00	.00	ACH			
					VENDOR TOTAL:	67.40					

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	VOID DATE	CHECK/ACH SEQ
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VENDOR: 2328 WOFFORD WATER SERVICE INC.

12176	10/11/21	6298	Chemicals		10/20/21	6035.80	.00	ACH				
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VENDOR TOTAL: 6035.80

VENDOR: 9909823 VINCENT MCKENZIE

10/08/21	10/12/21	0	diesel purchase for vac truc		10/20/21	173.56	.00	ACH				
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VENDOR TOTAL: 173.56

GRAND TOTAL: 310249.71

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	110	ARKANSAS ELECTRIC										
03009516	10/11/21	9944	Materials		10/20/21	478.80	.00	ACH				
VENDOR:	124	ATMOS ENERGY										
3012612404-10/21	10/08/21	0	Utility bill		10/20/21	140.69	.00	ACH				
VENDOR:	125	AT & T										
SEPT 2021	10/06/21	0	Phone bill		10/20/21	747.51	.00	CHK				
VENDOR:	131	ALTEC INDUSTRIES, INC.										
11737602	10/04/21	9791	Tools		10/20/21	77.38	.00	ACH				
11748571	10/11/21	9792	Pole Climbing Gear		10/20/21	608.27	.00	ACH				
VENDOR:	134	ATWELL & GENT, P.A.										
10154	10/06/21	0	Engineering Services		10/20/21	180.00	.00	ACH				
10155	10/06/21	0	Engineering Services		10/20/21	9111.00	.00	ACH				
10156	10/06/21	0	Engineering Services		10/20/21	1040.00	.00	ACH				
10157	10/06/21	0	Engineering Services		10/20/21	1060.00	.00	ACH				
10158	10/06/21	0	Engineering Services		10/20/21	670.00	.00	ACH				
VENDOR:	146	AT&T MOBILITY										
9/27/21	10/06/21	0	Cell phones		10/20/21	1045.70	.00	CHK				
VENDOR:	202	BELL BUILDING SUPPLY										
330345	10/01/21	9974	Materials		10/20/21	6.59	.00	ACH				
330542	10/11/21	9859	Supplies		10/20/21	191.76	.00	ACH				
330546	10/11/21	9974	Concrete Mix		10/20/21	6.59	.00	ACH				

VENDOR TOTAL: 204.94

STARKVILLE UTILITIES
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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:	218	BOGGS, INC.									
18188	10/11/21	9942	Materials		10/20/21	1999.00	.00	ACH			
					VENDOR TOTAL:	1999.00					
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
RFP#3 - 10/6/21	10/07/21	0	Primary Sub 161/69kv Improvt		10/20/21	47270.62	.00	ACH			
					VENDOR TOTAL:	47270.62					
VENDOR:	303	C SPIRE WIRELESS									
SEPT 2021	10/06/21	0	Phone bill		10/20/21	464.58	.00	CHK			
					VENDOR TOTAL:	464.58					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
AUG, SEPT21-ADMIN	09/30/21	0	Administrative Fees		10/20/21	20544.17	.00	CHK			
OCT 2021- TAX	10/08/21	0	Tax Equivalency		10/20/21	113750.00	.00	CHK			
					VENDOR TOTAL:	134294.17					
VENDOR:	307	CITY OF STARKVILLE									
AUG, SEPT 21-STL	10/06/21	0	Reimb St Louis salary		10/20/21	9352.64	.00	CHK			
SEPT 2021	10/06/21	0	Due to City		10/20/21	1304.17	.00	CHK			
					VENDOR TOTAL:	10656.81					
VENDOR:	344	COLUMBUS RUBBER & GASKET									
634484-001	10/11/21	9948	Repairs		10/20/21	520.00	.00	CHK			
					VENDOR TOTAL:	520.00					
VENDOR:	350	COLUMBUS FENCE COMPANY LLC.									
25846	10/11/21	9989	Repairs		10/20/21	475.00	.00	CHK			
					VENDOR TOTAL:	475.00					
VENDOR:	356	THE CLINIC AT ELM LAKE PA									
30639	10/07/21	0	Employee Screening		10/20/21	30.00	.00	ACH			
					VENDOR TOTAL:	30.00					

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VENDOR:	400	IVY AUTO PARTS										
672206	10/11/21	9964	Repairs		10/20/21	76.49	.00	ACH				
					VENDOR TOTAL:	76.49						
VENDOR:	486	DOSS ELECTRIC, INC.										
6119	10/11/21	9988	LED Lights		10/20/21	3224.00	.00	CHK				
					VENDOR TOTAL:	3224.00						
VENDOR:	496	EAST MISS LUMBER										
F52550	10/11/21	9987	Repairs		10/20/21	9.98	.00	CHK				
					VENDOR TOTAL:	9.98						
VENDOR:	508	EQUIPMENT INCORPORATED										
135710942	10/11/21	9961	Forklift Maintenance		10/20/21	137.43	.00	ACH				
					VENDOR TOTAL:	137.43						
VENDOR:	604	FASTENAL COMPANY										
MSSTA96876	10/11/21	9620	Saftey Equipment		10/20/21	61.68	.00	ACH				
MSSTA98781	10/04/21	9932	Saftey		10/20/21	258.00	.00	ACH				
					VENDOR TOTAL:	319.68						
VENDOR:	616	FUELMAN										
NP60858545	10/06/21	0	Fuel		10/20/21	2426.80	.00	CHK				
NP60900118	10/11/21	0	Fuel		10/20/21	2247.25	.00	CHK				
					VENDOR TOTAL:	4674.05						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER										
1018-149284	09/07/21	9916	Repair		10/08/21	168.62	.00	CHK				
1018-149464	09/07/21	9915	Repair		10/08/21	18.87	.00	CHK				
1018-150857	10/11/21	9971	Repairs		10/20/21	219.27	.00	CHK				
1018-151319	10/11/21	9986	Repairs		10/20/21	112.85	.00	CHK				
10ARRC000025792	09/10/21	0	Bal on Acct 09/16/2019		10/08/21	272.33-	.00	CHK				
					VENDOR TOTAL:	247.28						

STARKVILLE UTILITIES
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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:	696		GARNER LUMLEY ELECTRIC									
583574	10/11/21	9943	Materials		10/20/21	4450.00	.00	ACH				
					VENDOR TOTAL:	4450.00						
VENDOR:	801		QUADIEN FINANCE USA INC.									
9/27/21	10/06/21	0	Postage		10/20/21	546.45	.00	CHK				
					VENDOR TOTAL:	546.45						
VENDOR:	804		QUADIEN LEASING USA INC									
N9070204	10/06/21	0	Postage		10/20/21	461.32	.00	CHK				
					VENDOR TOTAL:	461.32						
VENDOR:	1011		JACOB FORRESTER									
10/04/21	10/06/21	0	Travel expenses		10/20/21	461.44	.00	ACH				
					VENDOR TOTAL:	461.44						
VENDOR:	1017		JBHM ARCHITECTS PA									
20003.00 - #17	10/11/21	0	Consulting		10/20/21	813.55	.00	ACH				
					VENDOR TOTAL:	813.55						
VENDOR:	1021		KIMBALL MIDWEST									
8854828	10/11/21	9697	Materials		10/20/21	107.88	.00	CHK				
					VENDOR TOTAL:	107.88						
VENDOR:	1106		LESLIE DEAN									
197	10/12/21	0	Maintenance		10/20/21	1500.00	.00	ACH				
					VENDOR TOTAL:	1500.00						
VENDOR:	1205		LOWE'S									
02804	10/11/21	9978	Tools		10/20/21	71.83	.00	CHK				
09556	10/11/21	9979	Supplies		10/20/21	20.86	.00	CHK				
					VENDOR TOTAL:	92.69						

STARKVILLE UTILITIES
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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:	1217		LIGHTS AND BALLASTS LLC								
406238	10/07/21		0 Maintenance		10/20/21	547.00	.00	ACH			
					VENDOR TOTAL:	547.00					
VENDOR:	1305		NEXAIR, LLC								
09228555	10/11/21		9981 Cylinder Rentals		10/20/21	56.54	.00	ACH			
					VENDOR TOTAL:	56.54					
VENDOR:	1319		MONTS PAPER & PACKAGING								
393629	10/11/21		9895 Uniforms		10/20/21	290.97	.00	ACH			
					VENDOR TOTAL:	290.97					
VENDOR:	1361		M & M PROSAFETY SUPPLY								
02814	10/11/21		9956 Safty Supplies		10/20/21	917.09	.00	ACH			
					VENDOR TOTAL:	917.09					
VENDOR:	1394		NARRATIVE 12 LLC								
10/08/21	10/11/21		0 Consulting		10/20/21	2375.00	.00	ACH			
					VENDOR TOTAL:	2375.00					
VENDOR:	1400		NESCO								
S2484012.001	10/11/21		9969 Materials		10/20/21	1144.91	.00	ACH			
S2484329.001	10/11/21		9969 Materials		10/20/21	362.42	.00	ACH			
					VENDOR TOTAL:	1507.33					
VENDOR:	1521		ONLINE COLLECTIONS								
0446 - 9/30/21	10/06/21		0 Collection fees-0446		10/20/21	19584.09	.00	ACH			
					VENDOR TOTAL:	19584.09					
VENDOR:	1525		OKTIBBEHA CO. CO-OP								
717775	10/11/21		9966 Supplies		10/20/21	129.90	.00	ACH			
720996	10/11/21		9983 Supplies		10/20/21	228.91	.00	ACH			
					VENDOR TOTAL:	358.81					

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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:	1810	REGIONS COMMERCIAL	BANKCARD									
10/03/21	10/11/21	0	Supplies,Education, Software		10/20/21	3143.43	.00	CHK				
			VENDOR TOTAL:			3143.43						
VENDOR:	1818	UNITED RENTALS, INC.										
163327879-041	10/11/21	9991	Equipment Rental		10/20/21	1395.01	.00	ACH				
195787262-003	10/11/21	9968	Equipment Rental		10/20/21	1767.00	.00	ACH				
			VENDOR TOTAL:			3162.01						
VENDOR:	1886	SEDC										
6362	10/07/21	0	Billing services		10/20/21	25842.24	.00	ACH				
			VENDOR TOTAL:			25842.24						
VENDOR:	1887	S & S LINE SERVICE INC										
2341-2342	10/06/21	0	ROW Clearing		10/20/21	6657.20	.00	ACH				
2343-2344	10/11/21	0	ROW Clearing		10/20/21	6682.80	.00	ACH				
			VENDOR TOTAL:			13340.00						
VENDOR:	1914	SPX TRANSFORMER SOLUTIONS										
90033113, 114	10/06/21	0	Autotransformer-Final pay		10/20/21	86010.60	.00	ACH				
			VENDOR TOTAL:			86010.60						
VENDOR:	1929	SEVEN STATES POWER CORP										
INV-233	10/06/21	0	Conference Fees		10/20/21	99.00	.00	CHK				
			VENDOR TOTAL:			99.00						
VENDOR:	1931	STARKVILLE SANITATION DEPT										
SEPT 2021	10/08/21	0	Sanitation Collections		10/20/21	259297.16	.00	CHK				
			VENDOR TOTAL:			259297.16						
VENDOR:	1933	STARKVILLE WATER DEPT										
SEPT 2021	10/08/21	0	Water-Sewer Collections		10/20/21	793394.57	.00	ACH				
			VENDOR TOTAL:			793394.57						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEML INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1940	STUART C. IRBY									
S012640015.001	10/11/21	9954	Materials		10/20/21	3267.40	.00	ACH			
				VENDOR TOTAL:		3267.40					
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS									
SEPT 2021	10/08/21	0	Phone bill		10/20/21	387.99	.00	CHK			
				VENDOR TOTAL:		387.99					
VENDOR:	1945	SULLIVAN'S									
67382	10/06/21	0	Office supplies		10/20/21	98.10	.00	ACH			
				VENDOR TOTAL:		98.10					
VENDOR:	2021	TCC FACILITIES MANAGEMENT INC									
4415	10/06/21	0	Janitorial services		10/20/21	450.00	.00	ACH			
				VENDOR TOTAL:		450.00					
VENDOR:	2036	TRUCK CENTER, INC.									
165429083	10/11/21	9982	Repairs		10/20/21	2412.38	.00	ACH			
				VENDOR TOTAL:		2412.38					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
INV0038525	10/11/21	0	E-Source Service		10/20/21	3000.00	.00	ACH			
				VENDOR TOTAL:		3000.00					
VENDOR:	2098	ULINE									
139028643	10/11/21	9960	Lockers		10/20/21	7568.99	.00	CHK			
				VENDOR TOTAL:		7568.99					
VENDOR:	2104	UPS									
12031F391	10/06/21	0	Postage		10/20/21	35.95	.00	CHK			
				VENDOR TOTAL:		35.95					

STARKVILLE UTILITIES
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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:	2116	UTILITECH										
2534	10/11/21	0	Product Development and Supp		10/20/21	500.00	.00	ACH				
			VENDOR TOTAL:			500.00						
VENDOR:	2118	BORDER STATES ELECTRIC										
922914856	10/11/21	9955	Materials		10/20/21	519.00	.00	ACH				
922961719	10/11/21	9955	Materials		10/20/21	930.00	.00	ACH				
			VENDOR TOTAL:			1449.00						
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.										
00390180	10/11/21	9994	Cylinder Rentals		10/20/21	38.40	.00	ACH				
			VENDOR TOTAL:			38.40						
VENDOR:	2210	VERIZON WIRELESS										
9889227428	10/11/21	0	AMI M2M Data Usage		10/20/21	657.82	.00	CHK				
9889613058	10/11/21	0	Phone bill 2821-01		10/20/21	916.68	.00	CHK				
			VENDOR TOTAL:			1574.50						
VENDOR:	2305	WASTE PRO										
0000226101	10/11/21	9992	Dumpster Rental		10/20/21	55.00	.00	ACH				
			VENDOR TOTAL:			55.00						
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
69251	10/06/21	0	Water		10/20/21	16.40	.00	ACH				
69255	10/11/21	9993	Water		10/20/21	32.80	.00	ACH				
CLR1021-262,263	10/07/21	0	Water		10/20/21	30.00	.00	ACH				
			VENDOR TOTAL:			79.20						
VENDOR:	2334	WORSHAM BROTHERS CONSTR LLC										
REP#13- 9/30/21	10/11/21	0	Operations Center Constructi		10/20/21	140505.00	.00	ACH				
			VENDOR TOTAL:			140505.00						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR: 99009971 SERVICEMASTER RESTORATION

210652	10/11/21	0	Janitorial cleaning		10/20/21	438.00	.00	ACH			
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VENDOR TOTAL: 438.00

GRAND TOTAL: 1599982.46



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 10-19-2021
PAGE: 1

SUBJECT: Request approval of the September 2021 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,
Comptroller

SUGGESTED MOTION:

Approval of the September 2021 financial statements of the City of Starkville, MS.



Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,155,000.00	8,155,000.00	195,513.87	8,074,940.15	-80,059.85	99.02 %
206 - LIEU OF TAXES	793,500.00	813,500.00	2,169.65	798,130.63	-15,369.37	98.11 %
220 - LICENSES AND PERMITS	226,250.00	229,250.00	30,386.06	292,466.88	63,216.88	127.58 %
230 - INTERGOVERNMENTAL REVENUES	11,124,872.00	12,249,612.19	1,033,928.72	12,420,719.59	171,107.40	101.40 %
250 - GRANTS	77,670.00	202,576.00	49,686.68	214,191.02	11,615.02	105.73 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	10,500.00	12,000.00	200.00	11,708.40	-291.60	97.57 %
330 - FINES AND FORFEITS	412,500.00	462,500.00	38,471.76	558,280.63	95,780.63	120.71 %
340 - MISCELLANEOUS	579,500.00	583,042.00	69,586.36	643,077.04	60,035.04	110.30 %
360 - CHARGES FOR SERVICES	1,550.00	15,550.00	290.00	15,213.09	-336.91	97.83 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,317,500.00	3,336,090.00	115,250.00	1,612,540.67	-1,723,549.33	48.34 %
631 - ODDFELLOWS	13,500.00	13,500.00	26.12	9,178.23	-4,321.77	67.99 %
Department: 000 - UNDESIGNATED Total:	24,712,342.00	26,072,620.19	1,535,509.22	24,650,446.33	-1,422,173.86	94.55 %
Revenue Total:	24,712,342.00	26,072,620.19	1,535,509.22	24,650,446.33	-1,422,173.86	94.55 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,360.00	215,786.85	15,972.20	216,777.59	-990.74	100.46 %
600 - CONTRACTUAL SERVICES	16,750.00	17,250.00	210.80	15,912.34	1,337.66	92.25 %
Department: 100 - BOARD OF ALDERMEN Total:	223,110.00	233,036.85	16,183.00	232,689.93	346.92	99.85 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	329,985.00	344,301.76	31,189.88	339,621.38	4,680.38	98.64 %
500 - SUPPLIES	13,000.00	8,000.00	32.26	7,166.43	833.57	89.58 %
600 - CONTRACTUAL SERVICES	21,200.00	18,700.00	867.40	18,459.22	240.78	98.71 %
900 - CAPITAL OUTLAY	1,500.00	11,500.00	16,431.50	16,431.50	-4,931.50	142.88 %
Department: 110 - MUNICIPAL COURT Total:	365,685.00	382,501.76	48,521.04	381,678.53	823.23	99.78 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,800.00	148.97	1,770.54	29.46	98.36 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,800.00	148.97	1,770.54	29.46	98.36 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,140.00	161,255.06	11,645.17	157,369.15	3,885.91	97.59 %
500 - SUPPLIES	1,500.00	1,500.00	48.56	1,502.99	-2.99	100.20 %
600 - CONTRACTUAL SERVICES	121,900.00	171,900.00	3,690.55	161,188.57	10,711.43	93.77 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	278,040.00	335,155.06	15,384.28	320,060.71	15,094.35	95.50 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	297,610.00	317,358.88	28,118.44	345,538.59	-28,179.71	108.88 %
500 - SUPPLIES	500.00	500.00	0.00	272.72	227.28	54.54 %
600 - CONTRACTUAL SERVICES	102,000.00	112,000.00	4,246.84	113,835.48	-1,835.48	101.64 %
900 - CAPITAL OUTLAY	80,000.00	83,542.00	1,820.00	51,006.56	32,535.44	61.05 %
Department: 123 - IT Total:	480,110.00	513,400.88	34,185.28	510,653.35	2,747.53	99.46 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	3,000.00	3,000.00	0.00	1,560.81	1,439.19	52.03 %
600 - CONTRACTUAL SERVICES	24,500.00	8,000.00	356.44	7,601.19	398.81	95.01 %
Department: 130 - ELECTIONS Total:	27,500.00	11,000.00	356.44	9,162.00	1,838.00	83.29 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	408,880.00	423,110.06	28,145.59	390,220.79	32,889.27	92.23 %
600 - CONTRACTUAL SERVICES	86,500.00	86,500.00	0.00	50,000.00	36,500.00	57.80 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 142 - CITY CLERKS OFFICE Total:	495,380.00	509,610.06	28,145.59	440,220.79	69,389.27	86.38 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,500.00	1,500.00	0.00	1,477.31	22.69	98.49 %
500 - SUPPLIES	9,500.00	9,500.00	1,495.44	8,090.54	1,409.46	85.16 %
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	8,713.76	21,376.94	3,623.06	85.51 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	4,044.79	-1,044.79	134.83 %
Department: 145 - OTHER ADMINISTRATIVE Total:	39,000.00	39,000.00	10,209.20	34,989.58	4,010.42	89.72 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,000.00	8,150.00	525.00	8,147.50	2.50	99.97 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,000.00	8,150.00	525.00	8,147.50	2.50	99.97 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.17	70,023.06	-78.06	100.11 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,386.17	70,023.06	-78.06	100.11 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	215,000.00	240,000.00	20,122.03	221,131.08	18,868.92	92.14 %
Department: 169 - LEGAL Total:	215,000.00	240,000.00	20,122.03	221,131.08	18,868.92	92.14 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	227,380.00	258,056.70	19,291.84	246,182.79	11,873.91	95.40 %
500 - SUPPLIES	3,500.00	3,500.00	5,271.98	5,747.72	-2,247.72	164.22 %
600 - CONTRACTUAL SERVICES	28,900.00	58,900.00	5,087.10	62,737.05	-3,837.05	106.51 %
Department: 180 - HUMAN RESOURCES Total:	259,780.00	320,456.70	29,650.92	314,667.56	5,789.14	98.19 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	265,120.00	285,666.95	7,158.74	206,520.27	79,146.68	72.29 %
500 - SUPPLIES	1,625.00	1,625.00	1,105.06	1,802.87	-177.87	110.95 %
600 - CONTRACTUAL SERVICES	37,400.00	32,900.00	2,400.32	25,926.70	6,973.30	78.80 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	20,286.93	-286.93	101.43 %
Department: 190 - CITY PLANNER Total:	324,145.00	340,191.95	10,664.12	254,536.77	85,655.18	74.82 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	119,540.00	119,540.00	7,962.04	80,641.06	38,898.94	67.46 %
Department: 191 - EXTERNAL SERVICE Total:	119,540.00	119,540.00	7,962.04	80,641.06	38,898.94	67.46 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	56,000.00	66,000.00	786.55	59,366.32	6,633.68	89.95 %
600 - CONTRACTUAL SERVICES	90,500.00	177,500.00	20,070.04	183,381.08	-5,881.08	103.31 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	3,586.00	0.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	150,086.00	247,086.00	21,753.09	246,333.40	752.60	99.70 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	18,499.00	1,501.00	92.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	325.00	675.00	1,325.00	33.75 %
900 - CAPITAL OUTLAY	61,928.00	111,928.00	50,695.91	104,641.91	7,286.09	93.49 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	20,000.00	12,000.00	62.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	115,928.00	165,928.00	51,020.91	143,815.91	22,112.09	86.67 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	28,000.00	28,000.00	1,400.00	19,186.59	8,813.41	68.52 %
631 - ODDFELLOWS	20,000.00	21,200.00	2,447.00	21,047.00	153.00	99.28 %
990 - TRANSFERS	0.00	0.00	0.00	8,858.84	-8,858.84	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	48,000.00	49,200.00	3,847.00	49,092.43	107.57	99.78 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	307,385.00	315,775.45	31,543.25	313,454.61	2,320.84	99.27 %
500 - SUPPLIES	3,900.00	6,400.00	3,380.56	9,760.27	-3,360.27	152.50 %
600 - CONTRACTUAL SERVICES	15,600.00	20,600.00	774.90	18,540.47	2,059.53	90.00 %
800 - DEBT SERVICE	2,181.00	2,181.00	0.00	1,764.97	416.03	80.92 %
900 - CAPITAL OUTLAY	3,000.00	11,136.00	8,135.00	10,896.00	240.00	97.84 %
Department: 197 - ENGINEERING Total:	332,066.00	356,092.45	43,833.71	354,416.32	1,676.13	99.53 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,370,330.00	4,400,666.67	353,028.29	4,338,916.77	61,749.90	98.60 %
500 - SUPPLIES	423,000.00	423,000.00	51,871.00	414,354.28	8,645.72	97.96 %
600 - CONTRACTUAL SERVICES	513,600.00	546,600.00	44,746.52	504,930.31	41,669.69	92.38 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	56,285.00	8,400.00	44,144.00	12,141.00	78.43 %
800 - DEBT SERVICE	115,000.00	115,000.00	0.00	36,741.00	78,259.00	31.95 %
900 - CAPITAL OUTLAY	250,000.00	360,800.00	66,616.80	364,087.99	-3,287.99	100.91 %
Department: 201 - POLICE DEPARTMENT Total:	5,671,930.00	5,902,351.67	524,662.61	5,703,174.35	199,177.32	96.63 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	307,200.00	307,200.00	22,083.44	283,085.08	24,114.92	92.15 %
600 - CONTRACTUAL SERVICES	1,000.00	1,700.00	0.00	1,383.00	317.00	81.35 %
Department: 245 - DISPATCHERS Total:	308,200.00	308,900.00	22,083.44	284,468.08	24,431.92	92.09 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	0.00	96,560.00	8,879.61	80,939.64	15,620.36	83.82 %
500 - SUPPLIES	0.00	1,450.00	251.77	1,278.62	171.38	88.18 %
600 - CONTRACTUAL SERVICES	0.00	1,950.00	0.00	1,628.15	321.85	83.49 %
Department: 246 - CODE ENFORCEMENT Total:	0.00	99,960.00	9,131.38	83,846.41	16,113.59	83.88 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,425.00	120,425.00	11,787.36	114,995.28	5,429.72	95.49 %
Department: 254 - DUI GRANT Total:	120,425.00	120,425.00	11,787.36	114,995.28	5,429.72	95.49 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,245,855.00	4,236,787.86	298,096.90	4,224,082.98	12,704.88	99.70 %
500 - SUPPLIES	99,000.00	130,308.00	13,782.41	123,103.72	7,204.28	94.47 %
600 - CONTRACTUAL SERVICES	283,600.00	288,800.00	24,731.06	253,616.22	35,183.78	87.82 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	189,000.00	197,400.00	0.00	197,865.50	-465.50	100.24 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	41,000.00	110,000.00	3,337.98	261,248.95	-151,248.95	237.50 %
Department: 261 - FIRE DEPARTMENT Total:	4,958,455.00	5,063,295.86	339,948.35	5,059,917.37	3,378.49	99.93 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	287,000.00	218,049.60	20,234.43	218,413.04	-363.44	100.17 %
500 - SUPPLIES	9,500.00	8,050.00	1,603.24	6,656.06	1,393.94	82.68 %
600 - CONTRACTUAL SERVICES	22,000.00	18,550.00	593.17	14,626.21	3,923.79	78.85 %
800 - DEBT SERVICE	9,115.00	9,115.00	451.38	7,181.53	1,933.47	78.79 %
Department: 281 - BUILDING/CODES OFFICE Total:	327,615.00	253,764.60	22,882.22	246,876.84	6,887.76	97.29 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	16,850.00	9,700.00	538.13	8,078.76	1,621.24	83.29 %
900 - CAPITAL OUTLAY	5,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	22,500.00	10,350.00	538.13	8,078.76	2,271.24	78.06 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	858,150.00	884,305.35	54,247.42	665,352.55	218,952.80	75.24 %
500 - SUPPLIES	176,000.00	191,000.00	40,118.02	258,689.18	-67,689.18	135.44 %
600 - CONTRACTUAL SERVICES	550,100.00	550,100.00	80,657.57	561,569.95	-11,469.95	102.09 %
800 - DEBT SERVICE	97,673.00	97,673.00	451.37	87,194.64	10,478.36	89.27 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	-48.01	39,063.00	-29,063.00	390.63 %
Department: 301 - STREET DEPARTMENT Total:	1,691,923.00	1,733,078.35	175,426.37	1,611,869.32	121,209.03	93.01 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	97,420.00	97,420.00	7,313.73	69,580.16	27,839.84	71.42 %
500 - SUPPLIES	3,000.00	3,000.00	277.39	2,772.36	227.64	92.41 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	113.07	4,264.89	1,285.11	76.84 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	125,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	230,970.00	230,970.00	7,704.19	201,617.41	29,352.59	87.29 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	867,950.00	817,950.00	63,867.10	848,600.79	-30,650.79	103.75 %
500 - SUPPLIES	237,000.00	292,500.00	20,359.15	273,514.29	18,985.71	93.51 %
600 - CONTRACTUAL SERVICES	510,600.00	530,320.00	40,135.96	492,041.42	38,278.58	92.78 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	17,956.00	0.00	100.00 %
900 - CAPITAL OUTLAY	2,500.00	12,500.00	0.00	10,359.00	2,141.00	82.87 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,636,006.00	1,671,226.00	128,851.21	1,642,471.50	28,754.50	98.28 %
Department: 552 - PARK AND REC ACTIVITIES						
600 - CONTRACTUAL SERVICES	0.00	23,650.00	0.00	24,875.68	-1,225.68	105.18 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	23,650.00	0.00	24,875.68	-1,225.68	105.18 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	3,508.20	3,508.20	8,491.80	29.24 %
900 - CAPITAL OUTLAY	2,008,472.00	2,008,472.00	73,424.56	510,384.97	1,498,087.03	25.41 %
Department: 600 - CAPITAL PROJECTS Total:	2,020,472.00	2,020,472.00	76,932.76	513,893.17	1,506,578.83	25.43 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	7,415.23	209,127.63	10,872.37	95.06 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	284,000.00	284,000.00	7,415.23	269,627.63	14,372.37	94.94 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,543,237.00	2,638,082.00	0.00	2,508,426.23	129,655.77	95.09 %
Department: 800 - DEBT SERVICE Total:	2,543,237.00	2,638,082.00	0.00	2,508,426.23	129,655.77	95.09 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,913,314.00	1,750,000.00	46,249.33	113,424.32	1,636,575.68	6.48 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,913,314.00	1,750,000.00	46,249.33	113,424.32	1,636,575.68	6.48 %
Expense Total:	25,301,862.00	26,072,620.19	1,721,511.37	22,081,592.87	3,991,027.32	84.69 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-589,520.00	0.00	-186,002.15	2,568,853.46	2,568,853.46	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	13,000.00	970.00	13,852.50	852.50	106.56 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	38,000.00	970.00	13,852.50	-24,147.50	36.45 %
Revenue Total:	35,000.00	38,000.00	970.00	13,852.50	-24,147.50	36.45 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	8,000.00	3,288.59	9,024.15	-1,024.15	112.80 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	1,137.05	862.95	56.85 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	8,748.88	19,251.12	31.25 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	38,000.00	3,288.59	18,910.08	19,089.92	49.76 %
Expense Total:	35,000.00	38,000.00	3,288.59	18,910.08	19,089.92	49.76 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-2,318.59	-5,057.58	-5,057.58	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
340 - MISCELLANEOUS	0.00	0.00	0.00	3,575.18	3,575.18	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	320,000.00	320,000.00	0.00	200,000.00	-120,000.00	62.50 %
Department: 000 - UNDESIGNATED Total:	454,000.00	454,000.00	0.00	203,575.18	-250,424.82	44.84 %
Revenue Total:	454,000.00	454,000.00	0.00	203,575.18	-250,424.82	44.84 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	506.00	494.00	50.60 %
600 - CONTRACTUAL SERVICES	10,500.00	10,500.00	0.00	5,619.63	4,880.37	53.52 %
800 - DEBT SERVICE	366,500.00	366,500.00	0.00	187,558.86	178,941.14	51.18 %
900 - CAPITAL OUTLAY	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	454,000.00	454,000.00	0.00	193,684.49	260,315.51	42.66 %
Expense Total:	454,000.00	454,000.00	0.00	193,684.49	260,315.51	42.66 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	9,890.69	9,890.69	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	70,951.00	0.00	100.00 %
340 - MISCELLANEOUS	30,200.00	34,855.00	2,750.00	31,960.09	-2,894.91	91.69 %
360 - CHARGES FOR SERVICES	482,358.00	484,517.75	83,097.94	605,381.20	120,863.45	124.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	625,000.00	625,000.00	0.00	0.00	-625,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,208,509.00	1,215,323.75	93,829.94	708,292.29	-507,031.46	58.28 %
Revenue Total:	1,208,509.00	1,215,323.75	93,829.94	708,292.29	-507,031.46	58.28 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	185,650.00	181,809.75	8,408.69	116,539.15	65,270.60	64.10 %
500 - SUPPLIES	344,000.00	348,655.00	56,993.18	408,305.95	-59,650.95	117.11 %
600 - CONTRACTUAL SERVICES	107,850.00	107,850.00	8,293.23	98,803.63	9,046.37	91.61 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	6,000.00	0.00	6,239.99	-239.99	104.00 %
900 - CAPITAL OUTLAY	571,009.00	571,009.00	0.00	0.00	571,009.00	0.00 %
Department: 505 - AIRPORT Total:	1,208,509.00	1,215,323.75	73,695.10	629,888.72	585,435.03	51.83 %
Expense Total:	1,208,509.00	1,215,323.75	73,695.10	629,888.72	585,435.03	51.83 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	20,134.84	78,403.57	78,403.57	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	110,598.00	409,712.00	55,345.11	311,937.52	-97,774.48	76.14 %
Department: 000 - UNDESIGNATED Total:	110,598.00	409,712.00	55,345.11	311,937.52	-97,774.48	76.14 %
Revenue Total:	110,598.00	409,712.00	55,345.11	311,937.52	-97,774.48	76.14 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	26,112.00	44,612.00	0.00	28,147.74	16,464.26	63.09 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	84,486.00	365,100.00	10,456.72	279,697.03	85,402.97	76.61 %
Department: 515 - RESTRICTED PROJECTS Total:	110,598.00	409,712.00	10,456.72	307,844.77	101,867.23	75.14 %
Expense Total:	110,598.00	409,712.00	10,456.72	307,844.77	101,867.23	75.14 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	44,888.39	4,092.75	4,092.75	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,750,000.00	2,800,000.00	239,437.14	2,851,549.81	51,549.81	101.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	335,000.00	342,700.00	26,000.00	49,660.00	-293,040.00	14.49 %
Department: 000 - UNDESIGNATED Total:	3,085,000.00	3,142,700.00	265,437.14	2,901,209.81	-241,490.19	92.32 %
Revenue Total:	3,085,000.00	3,142,700.00	265,437.14	2,901,209.81	-241,490.19	92.32 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,572,400.00	1,583,650.00	101,008.94	1,438,514.79	145,135.21	90.84 %
500 - SUPPLIES	155,000.00	160,000.00	21,973.70	180,784.79	-20,784.79	112.99 %
600 - CONTRACTUAL SERVICES	792,450.00	833,900.00	86,478.07	906,249.74	-72,349.74	108.68 %
800 - DEBT SERVICE	216,800.00	216,800.00	3,743.59	223,096.95	-6,296.95	102.90 %
900 - CAPITAL OUTLAY	348,350.00	348,350.00	0.00	82,150.23	266,199.77	23.58 %
Department: 322 - SANITATION DEPARTMENT Total:	3,085,000.00	3,142,700.00	213,204.30	2,830,796.50	311,903.50	90.08 %
Expense Total:	3,085,000.00	3,142,700.00	213,204.30	2,830,796.50	311,903.50	90.08 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	52,232.84	70,413.31	70,413.31	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	582.19	582.19	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	2,600.46	241,561.77	-8,438.23	96.62 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	2,600.46	242,143.96	-7,856.04	96.86 %
Revenue Total:	250,000.00	250,000.00	2,600.46	242,143.96	-7,856.04	96.86 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	431.25	249,568.75	0.17 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	431.25	249,568.75	0.17 %
Expense Total:	250,000.00	250,000.00	0.00	431.25	249,568.75	0.17 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	2,600.46	241,712.71	241,712.71	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	35,000.00	35,000.00	3,713.50	47,956.75	12,956.75	137.02 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	42,713.91	42,713.91	27,713.91	284.76 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	46,427.41	90,670.66	40,670.66	181.34 %
Revenue Total:	50,000.00	50,000.00	46,427.41	90,670.66	40,670.66	181.34 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	13,687.54	90,670.66	-40,670.66	181.34 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	13,687.54	90,670.66	-40,670.66	181.34 %
Expense Total:	50,000.00	50,000.00	13,687.54	90,670.66	-40,670.66	181.34 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	32,739.87	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	121.02	2,057.53	-17,942.47	10.29 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,520,000.00	1,520,000.00	121.02	2,057.53	-1,517,942.47	0.14 %
Revenue Total:	1,520,000.00	1,520,000.00	121.02	2,057.53	-1,517,942.47	0.14 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	1,520,000.00	1,520,000.00	31,780.77	797,402.28	722,597.72	52.46 %
Department: 600 - CAPITAL PROJECTS Total:	1,520,000.00	1,520,000.00	31,780.77	797,402.28	722,597.72	52.46 %
Expense Total:	1,520,000.00	1,520,000.00	31,780.77	797,402.28	722,597.72	52.46 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-31,659.75	-795,344.75	-795,344.75	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	141,922.00	71.03	142,943.92	1,021.92	100.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,520,000.00	2,641,922.00	71.03	142,943.92	-2,498,978.08	5.41 %
Revenue Total:	2,520,000.00	2,641,922.00	71.03	142,943.92	-2,498,978.08	5.41 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	7,835.48	-2,835.48	156.71 %
900 - CAPITAL OUTLAY	2,515,000.00	2,636,922.00	205,010.64	1,978,585.04	658,336.96	75.03 %
Department: 600 - CAPITAL PROJECTS Total:	2,520,000.00	2,641,922.00	205,010.64	1,986,420.52	655,501.48	75.19 %
Expense Total:	2,520,000.00	2,641,922.00	205,010.64	1,986,420.52	655,501.48	75.19 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-204,939.61	-1,843,476.60	-1,843,476.60	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,650,000.00	1,650,000.00	196,266.99	2,252,093.85	602,093.85	136.49 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,300,000.00	2,300,000.00	196,266.99	2,252,093.85	-47,906.15	97.92 %
Revenue Total:	2,300,000.00	2,300,000.00	196,266.99	2,252,093.85	-47,906.15	97.92 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	0.00	9,117.00	-9,117.00	0.00 %
800 - DEBT SERVICE	1,347,452.00	1,347,452.00	0.00	1,379,900.04	-32,448.04	102.41 %
900 - CAPITAL OUTLAY	777,548.00	777,548.00	0.00	0.00	777,548.00	0.00 %
950 - TRANSFERS	175,000.00	175,000.00	0.00	175,000.00	0.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	2,300,000.00	2,300,000.00	0.00	1,564,017.04	735,982.96	68.00 %
Expense Total:	2,300,000.00	2,300,000.00	0.00	1,564,017.04	735,982.96	68.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	196,266.99	688,076.81	688,076.81	0.00 %
Report Surplus (Deficit):	-589,520.00	0.00	-76,056.71	1,017,564.37	1,017,564.37	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-589,520.00	0.00	-186,002.15	2,568,853.46	2,568,853.46
002 - RESTRICTED POLICE FUND	0.00	0.00	-2,318.59	-5,057.58	-5,057.58
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	9,890.69	9,890.69
015 - AIRPORT FUND	0.00	0.00	20,134.84	78,403.57	78,403.57
016 - RESTRICTED AIRPORT	0.00	0.00	44,888.39	4,092.75	4,092.75
022 - ENVIRONMENTAL SERVICES	0.00	0.00	52,232.84	70,413.31	70,413.31
023 - LANDFILL ACCOUNT	0.00	0.00	2,600.46	241,712.71	241,712.71
107 - COMPUTER ASSESSMENTS	0.00	0.00	32,739.87	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-31,659.75	-795,344.75	-795,344.75
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-204,939.61	-1,843,476.60	-1,843,476.60
375 - PARK AND REC TOURISM	0.00	0.00	196,266.99	688,076.81	688,076.81
Report Surplus (Deficit):	-589,520.00	0.00	-76,056.71	1,017,564.37	1,017,564.37



**Starkville Utilities – Electric Department
Budget Year 2021 (10/2020-9/2021) Report
For the Period Ending September 30, 2021**

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 38,745,000	\$ 4,290,216	\$ 35,598,537	(3,146,463)	91.88%
Other Revenue	1,817,000	165,501	1,479,040	(337,960)	81.40%
Total Revenue	\$ 40,562,000	\$ 4,455,717	\$ 37,077,577	(3,484,423)	91.41%
<u>Expenses</u>					
Purchased Power Expense	\$ 30,050,000	\$ 3,053,306	\$ 27,331,591	2,718,409	90.95%
Payroll Expenses	2,630,960	240,734	2,454,956	176,004	93.31%
Operating Expenses	1,027,000	63,215	723,994	303,006	70.50%
Maintenance Expense	1,420,000	140,777	1,316,885	103,115	92.74%
Capital Expense	5,656,490	448,709	4,195,251	1,461,239	74.17%
Debt Expense	1,207,159	-	1,207,149	10	100.00%
Tax Equivalency	1,365,000	113,750	1,251,250	113,750	91.67%
Total Expenses	\$ 43,356,609	\$ 4,060,490	\$ 38,481,075	4,875,534	88.75%
Total Revenue Over Expenses	\$ (2,794,609)	\$ 395,227	\$ (1,403,498)	\$ 1,391,111	50.22%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



Starkville Utilities – Water & Sewer Department
Budget Year 2021 (10/2020-9/2021) Report
For the Period Ending September 30, 2021

****PRELIMINARY**

	Total 2021 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 630,000	\$ 7,828,058	328,058	104.37%
Other Revenues	3,254,882	84,449	2,219,106	(1,035,776)	68.18%
Total Revenues	\$ 10,754,882	\$ 714,449	\$ 10,047,164	(707,718)	93.42%
<u>Expenses</u>					
Payroll Expense	\$ 2,176,095	\$ 110,819	\$ 1,741,928	(434,167)	80.05%
Operating Expense	1,382,000	79,302	1,350,926	(31,074)	97.75%
Maintenance Expense	2,842,915	195,581	2,971,465	128,550	104.52%
Capital Expense	2,795,000	225,945	1,244,867	(1,550,133)	44.54%
Debt Expense	1,496,888	69,320	1,479,984	(16,904)	98.87%
Total Expenses	\$ 10,692,898	\$ 680,967	\$ 8,789,170	(1,903,728)	82.20%
Total Revenues Over Expenses	\$ 61,984	\$ 33,482	\$ 1,257,994	\$ (2,611,446)	2029.55%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-19-21
PAGE: 1

SUBJECT: Request permission to accept a Homeland Security Grant for the amount of \$50,000.00. The SFD would use funds to purchase a 2022 Pickup truck to be used for Task Force training and deployments. If awarded, this in a 100% grant, with no cost to the city.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to allow SFD permission to accept a Homeland Security Grant for the amount of \$50,000.00. The SFD would use funds to purchase a 2022 Pickup truck to be used for Task Force training and deployments. If awarded, this in a 100% grant, with no cost to the city.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF STARKVILLE FIRE DEPARTMENT TASK FORCE
(USAR Prime Mover Truck)**

Project Title(s): FY'21 Homeland Security Grant Program

Grant Period: 10/01/2021 – 09/30/2022 Date of Award: 09/01/2021

Total Amount of Award: **\$50,000.00** Grant No.: **21HS347T**

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2021-SS-00014-S01**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than November 15, 2021**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign

Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

**Parker CDJR
105 Parker McGill Dr.
Starkville, MS 39759**

Equipment Bid

Prepared For: City of Starkville, Fire Department

Equipment Description

- 2022 Ram Tradesman 3500 Crew Cab 4 Wheel Drive
- Single Wheel Rear Axle
- 6.7L Cummins Turbo Diesel Engine
- 6 Speed Automatic Transmission
- Bright White Clear Coat
- Vinyl 40/20/40 Split Bench Seat in Black/Diesel Gray
- 18" Steel Wheels with Full Size Spare
- Air Conditioning
- Rear Back-up Camera
- Vinyl Floor Covering
- Power Windows and Doors, Tilt Steering and Speed (Cruise) Control
- 3 Year/36,000 mile bumper to bumper Manufacturer Warranty backed by FCA/Stellantis
- 5 year/100,000 mile powertrain limited Manufacturer Warranty Extension (detailed description attached)

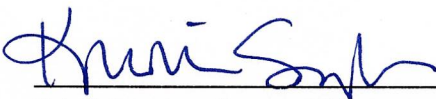
Additional Details

- Parker CDJR supports all vehicle purchases with a full-service parts and service department
- Vehicles are available for immediate order entry. Estimated delivery time is 12 weeks after the order is entered into the system. Due to ongoing parts shortages and transportation delays, this is an estimated time frame only and cannot be guaranteed.
- Parker CDJR will handle the title paperwork with the State of Mississippi

Pricing Details

- \$48,782.63
- All fees including delivery are included. Mississippi Sales Tax does not apply and is not calculated in the bid price.

Bid Prepared and Submitted by:



Kristi Snyder, General Manager

10-15-21

Date



**QUOTE FOR CITY OF STARKVILLE, MS
2022 RAM 3500 CREW CAB**

**4X4
SINGLE REAR WHEEL
6.7L CUMMINS DIESEL
AUTOMATIC TRANSMISSION
40/20/40 VINYL SEATS
18' STEEL WHEELS
BACK UP CAMERA
VINYL FLOOR
POWER LOCKS/ WINDOWS
CRUISE CONTROL
FACTORY COLOR: BRIGHT WHITE
THIS IS AN ORDER UNIT- AAPPROXIMATELY 4 MONTHS DELIVERY**

TOTAL COST: \$ 49,253.00

PLEASE CAL WES HERRING FOR ANY ADDITIONAL INFORMATION- 601-503-4534.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-19-21
PAGE: 1

SUBJECT:

Request authorization for Training Chief Clarence Parks, Sgt. Ken Britt and Sgt. Josh Cox to travel to Oxford, MS to attend the 2021 Training Chief's/Training Officer's Conference – (Oxford Conference Center) on October 27 – 29, 2021 at an approximate cost of \$2,000.00 (hotel, travel, registration and meals).

AMOUNT & SOURCE OF FUNDING \$2,000.00 (001-261-600-390) Fire Training

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Training Chief Clarence Parks, Sgt. Ken Britt and Sgt. Josh Cox to travel to Oxford, MS to attend the 2021 Training Chief's /Training Officer's Conference (Oxford Conference Center) on October 27 – 29, 2021 at an approximate cost of \$2,000.00 (hotel, travel, registration and meals).



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-19-2021
PAGE: 1

SUBJECT: Request permission to issue a commercial burn permit to Byrum Construction to burn cleared debris associated with a construction project located at Adelaide Phase III.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to issue a commercial burn permit to Byrum Construction to burn cleared debris associated with a construction project located at Adelaide Phase III.

Untitled Map

Write a description for your map.

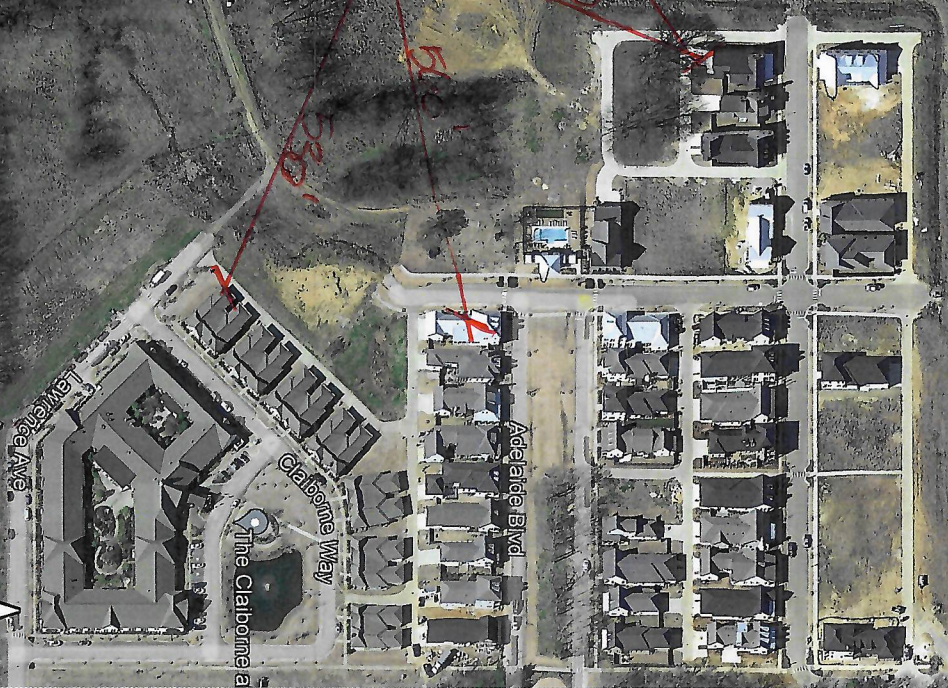
Legend

-  ? The Claiborne at Adelaide
-  NOXUBEE NATIONAL WILDLIFE REFUGE

ADELAIDE
PHASE III

Bur
Location

BYEM
Construction





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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: October 19, 2021
PAGE: 1

SUBJECT: Request approval to purchase a Mako Containment Fill System (air compressor) for the amount of \$7,850. This is a sole source item that will work with our current SCBA units.

AMOUNT & SOURCE OF FUNDING

001-261-918-805 (Machinery and Equipment) \$7,850.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

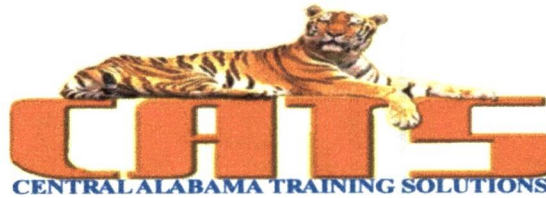
The containment station at Fire Station 2 is outdated and is only rated for a 4500 psi blast. The compressor there is set at 5000 psi and if there was a blast it could cause serious injury. Also, with Scott compressors no longer making compressors and fill stations parts are hard to find. We would like to keep in the guidelines of NFPA to replace the old Scott containment to a new MAKO containment.

**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 a Mako Containment Fill System (air compressor) for the amount of \$7,850. This is a sole source item that will work with our current SCBA units.



"Supporting Your Commitment to Safety"

October 11, 2021

Starkville Fire Department

Chief Yarbrough,

Per our conversation and your request for budgetary quotation, please see the following information related to the Mako Containment Fill systems that we here at CATS offer.

- (1) MAKO Model # SCFS2-4HP, Two SCBA Fill, 6000 PSI Rated, Four Bank Cascade Control, Containment Style Fill Station (complete with inlet & outlet gauges, 0-6000 PSI inlet & outlet regulator, "To & From" bank control valves & gauges, regulated auxiliary outlet with QD, master fill valve & gauge, two fill whips with bleeder valve & control valve, bypass valve, & all interconnecting fittings for cascade operation). \$ 7,850

As you can see I have outlined budgetary pricing for the 6000 PSI Blast systems that you and I discussed. Pricing includes installation and training at start up by CATS personnel.

Chief Yarbrough, I will close by saying thank you for your time.

We here at CATS trust that the above outlined information will be suitable for the budgeting and purchasing needs of the Starkville Fire Department and further trust that should you need any additional information or assistance, that you will contact us.

May we have the order?

Sincerely,

Mike Macko
Sales/Service Manager
CATS Corp
Cell-601-940-8059
mmacko64@gmail.com

Terms: Net 30
F.O.B. Delivered
Lead Time: Stock (Subject to availability)
Quote Valid: 60 Days

February 28, 2020

To: Whom It May Concern

Re: Mako Authorized Distributor Information

Please accept this letter as confirmation that Central Alabama Training Solutions, Tuscaloosa, AL, is an authorized distributor of Mako breathing air products in the municipal fire, safety and dive markets, for the states of Alabama, Mississippi, Arkansas and the western portion of Tennessee.

Best regards,



Linda McCulla
Manager, Sales Administration
Gardner Denver, Inc.
1800 Gardner Expressway
Quincy, IL 62305

Ph: 217-221-8779

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 19, 2021
Page: 1

SUBJECT:

Request authorization to transfer Joseph Williams from the Parks & Recreation Department to the Sanitation & Environmental Services Department as a Lead Landscape Worker .

AMOUNT & SOURCE OF FUNDING:

Pay will remain the same at \$39,000 (\$18.75 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

Joesph has opted out of transferring to Sports Facilities Management. This is an open position that hasn't been field in the Sanitation Department.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Interim Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

Move approval to transfer Joseph Williams from the Parks & Recreation Department to the Sanitation & Environmental Services Department as a Lead Landscape Worker .

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 19, 2021

Page: 1

SUBJECT:

Request authorization to hire Hayden Tisdale and Kelsie Tebo as Entry Level Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Hayden Tisdale - non-exempt salary for Entry Level Police Officer \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Kelsie Tebo- non-exempt salary for Entry Level Police Officer \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Dylan Bowers and Micheal Walker who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Hayden Tisdale and Kelsie Tebo as Entry Level Police Officers in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 19, 2021
Page: 1

SUBJECT:

Request authorization to hire Evan Betz, Dustin Capps and Jaquez Rich as entry level Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Evan Betz - Grade 5, Base Salary of \$30,316 (\$11.00 per hour) for entry level, based on 2756 hours.

Dustin Capps - Grade 5, Base Salary of \$30,316 (\$11.00 per hour) for entry level, based on 2756 hours.

Jaquez Rich - Grade 5, Base Salary of \$30,316 (\$11.00 per hour) for entry level, based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Jonathan Cain and Nick Shumaker who were promoted to Sergeant and Noah Stuckless 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 Evan Betz, Dustin Capps and Jaquez Rich as entry level Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 19, 2021
Page: 1

SUBJECT:

Request authorization to hire Marlon Fair as a Maintenance Worker in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Non-Exempt Annual Salary of \$21,840.00 (\$12.07 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This position was previously held by Marlon who had to resign in May 2021 due to personal reasons. This is his previous position.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Marlon Fair as a Maintenance Worker in the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 10/19/2021
PAGE: 1 of 1**

SUBJECT: Request approval of the lower of two quotes from NextStep in the amount of \$8195.00 for warranty renewal of network equipment.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from account #001-123-918-805

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This will renew the warranty of several pieces of vital networking equipment in the City's data center.

STAFF RECOMMENDATION: Staff recommends approval.

Extended Services Quote Information	
Quote #:	V 3000101349968.1
Customer Information	
Date:	October 6, 2021
Company Name:	CITY OF STARKVILLE
Dell Customer # :	16970476
Contract Code # :	C000000181093
Customer Agreement # :	MHEC-07012015

Dell Contact Information	
Marciano Hudson APOS Services Sales Representative Marciano_Hudson@Dell.com Phone: 512 725-0140	

Dell Extended Services Details

Current Equipment Information

Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fees	Total Price
59ZQJB2	EqualLogic PS8210 Upgrades and Extensions	S9 + P+	06/20/2016	06/20/2021	S9 + P+	10/05/2022	\$6,998.00		\$6,998.00
58FNUB2	PowerEdge FC630 Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$1,899.00		\$1,899.00
58FPJB2	PowerEdge FC630 Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$1,899.00		\$1,899.00
58FNUB2	PowerEdge FC630 Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$1,899.00		\$1,899.00
5B2LJB2	Dell PowerEdge FN I/O Module Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$408.00		\$408.00
5B1TSJB2	Dell PowerEdge FN I/O Module Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$408.00		\$408.00
5BFLJB2	PowerEdge Stomp FX2 Upgrades and Extensions	S9 + P+	06/23/2016	06/23/2021	S9 + P+	10/05/2022	\$568.00		\$568.00
H2QBY42	Dell Networking N4000 Series Switches Upgrades	ND + PS	06/20/2016	06/20/2021	ND + PS	10/05/2022	\$698.86		\$698.86
23QBY42	Dell Networking N4000 Series Switches Upgrades	ND + PS	06/20/2016	06/20/2021	ND + PS	10/05/2022	\$698.86		\$698.86

Contract Descriptions	
S1/S9	4-Hour Onsite Response
ND	Next Business Day Onsite Response
PS/SV	ProSupport Technical Support
PSMC/GD	ProSupport Mission Critical Technical Support
S9 + P+	ProSupport Plus Mission Critical Technical Support
PSP/P+	ProSupport Plus Technical Support
PS+	ProSupport Plus Technical Support for Client + CC + KK
KK	Keep Your Hard Drive
Post Standard (PSS)	Post Standard Support for End of Life Tags

Extended Services Subtotal	\$15,476.72
Reinstatement Fees	
Subtotal	\$15,476.72
Discount applied	\$6,964.52
	\$8,512.20

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

Purchase Order Conditions	
Please remember to include the following information:	
- Billing address - Shipping address, including a contact name & phone number - Terms stated as 'Net 30' - A total dollar amount - An authorizing signature (if required)	
Please attach a coPS+ of your Dell quote, or reference the Dell quote number(s) on the purchase order.	

Questions about Services? Click here.

Support Questions? Click here.



Taking your technology to the next step!

PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote # NSQ41944
Date 10/07/2021
Sales Rep. Steve McAlexander
steve_mcalexander@nextstepinnovation.com

Dell Maintenance Contract Renewal - Data Center Equipment

Bill To:

City of Starkville

ATTN: Accounts Payable
110 West Main Street
Starkville, MS 39759

Ship To:

City of Starkville

110 West Main Street
Starkville, MS 39759

Qty	Part Number	Description	Unit Price	Ext. Price
		Contract Renewal Terms Start Date - 10-7-2021 Expiration Date - 10-6-2022 Current Contract Expired on 6-23-21 Maintenance Coverage - 1 Year Pro Support Next Business Day On Site.		
1	H2QBY42	Dell Networking N4000 Switch ST # - H2QBY42	\$8195.00	\$8195.00
1	23QBY42	Dell Networking N4000 Switch ST # - 23QBY42	\$0.00	\$0.00
1	58FPJB2	Dell PowerEdge FC630 ST # - 58FPJB2	\$0.00	\$0.00
1	58FMJB2	Dell PowerEdge FC630 ST # - 58FMJB2	\$0.00	\$0.00
1	58FNJB2	Dell PowerEdge FC630 ST # - 58FNJB2	\$0.00	\$0.00
1	58FLJB2	Dell PowerEdge FX2 ST # - 58FLJB2	\$0.00	\$0.00
1	59ZQJB2	EqualLogic PS6210 ST # - 59ZQJB2	\$0.00	\$0.00
1	5B2LJB2	Dell PowerEdge FN ST # - 5B2LJB2	\$0.00	\$0.00
1	5B1SJB2	Dell PowerEdge FN ST # - 5B1SJB2	\$0.00	\$0.00

Qty	Part Number	Description	Unit Price	Ext. Price
1	Warranty	Dell Extended Warranty Quote - Reinstatement Fee - Current Contract Expired on 6-20-2021	\$0.00	\$0.00
			Subtotal	\$8195.00
			Tax	\$0.00
			Shipping	FREE
			TOTAL	\$8195.00

**THIS IS NOT AN INVOICE
DO NOT PAY**

This quote is valid until 10/21/2021.

www.nextstepinnovation.com



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 19 Oct 2021
PAGE: 1 of 2

SUBJECT: Discussion and Consideration to accept the Phase 3, Change Order #2 for the Plaza Wall in the amount of \$35,747.00.

AMOUNT & SOURCE OF FUNDING:

Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Previously approved under incorrect Change order. Required to update records.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty

(P) 662.722.1612

405 Lynn Lane

b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Authorization to accept change order.

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

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 2	
OWNER:	City of Starkville	DATE:	9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

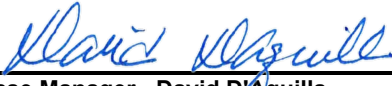
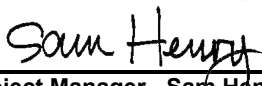
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Adkerson Plaza		\$35,747.00
TOTALS		\$0.00	\$35,747.00
OVERALL TOTAL			\$35,747.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
The Contract Total including this change order will be:	\$9,116,228.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

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

Requested	 Phase Manager - David D'Aquila	09.21.21 Date
Recommended	 Project Manager - Sam Henry	09.21.21 Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	09.21.2021 Date
Approved	_____ City of Starkville Mayor Lynn Spruill	Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 19 Oct 2021
PAGE: 1 of 2

SUBJECT: Discussion and Consideration to accept the Phase 2, Change Order #5 which reduces the material required for Fire sprinkler system, removal of the concession stand island, replace quartz countertops with food grade stainless steel, revision concrete footer and consolidated of access control system in the amount of \$21,214.00

AMOUNT & SOURCE OF FUNDING:

1. Delete Fire Sprinkler System	(\$8,072.00)
2. Delete Island Cabinet – Concessions	(\$1,300.00)
3. Substituting Stainless steel for Quartz	\$6,185.00
4. Pavilion Footing Revision	\$12,250.00
5. Access Control	<u>\$12,151.00</u>
Total	\$21,214.00

FISCAL NOTE:

Cornerstone Project Bond

AUTHORIZATION HISTORY:

Cornerstone Project Bond

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty
(P) 662.722.1612
405 Lynn Lane

b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Authorization to accept change order.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 19 Oct 2021
PAGE: 1 of 4

SUBJECT: Discussion and Consideration to accept the Phase 3, Change Order #3 for additional concrete work on the Back Stop Walls (\$3,193.00) and Pedestrian Bridge Clearing (\$4,750.00) for a total of \$7,943.00.

AMOUNT & SOURCE OF FUNDING:

Bond – Back Stop Walls (concrete work) \$3,193.00
Bond – Pedestrian Bridge Clearing \$4,750.00

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

Back Stop Wall Change Order: This change allowed us to remove the nailer board from the existing contract and will allow the synthetic turf installer to work directly off the brick wall while attaching the synthetic turf. This allows for more flexibility in creating the correct heights and angles for the turf. The reason for the increase is to allow the curb to be extended down the side lines, which will also make for a better footing for the synthetic turf on the sidelines (\$3,193.00) or (\$266.00 per field).

Pedestrian Bridge: This change will allow T&M Steel to go back and clear cut the area for the bridge to connect the walking track prior to installing the bridge. (\$4,750.00)

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Authorization to accept change order.

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 3	
OWNER:	City of Starkville	DATE:	9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Additional curbing at fields for synthetic turf		\$3,193.00
2	Clearing at bridge area		\$4,750.00
TOTALS		\$0.00	\$7,943.00
OVERALL TOTAL			\$7,943.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
The Contract Total including this change order will be:	\$9,124,171.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

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

Requested	<u><i>David D'Aquila</i></u> Phase Manager - David D'Aquila	<u><i>9.21.21</i></u> Date
Recommended	<u><i>Sam Henry</i></u> Project Manager - Sam Henry	<u>09.21.21</u> Date
Accepted	<u><i>Tom Sneed</i></u> Contractor - T & M Steel Erectors, Inc.	<u>09.21.2021</u> Date
Approved	<u>City of Starkville Mayor Lynn Spruill</u>	<u> </u> Date

BE Holt 21 Sep 21

T & M Steel Erectors, Inc

General Contracting

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

tmsteel@cableone.net

August 11, 2021

Sam Henry
Dt Design Studio
6465 N. Qual Hollow, Suite 401
Memphis, TN 38120

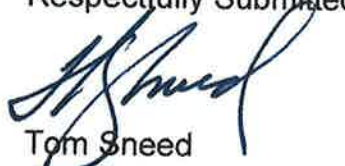
RE: PCO-2 Backstop Grade Beam Revision
Cornerstone Park Phase 3

DELETE 1,884 LF of 6" x 8" grade beam as shown on detail D1.3/3 and add 880 LF of 12" x 12" grade beam to connect the infield curb to the sidelines.

PRICE

\$ 1,755.00

Respectfully Submitted,



Tom Sneed
Construction Manager

August 24, 2021 The above pricing was for additional concrete quantities. I failed to include an additional cost for fence post sleeves \$1,438.00
Total for this change \$3,193.00

Sorry for the confusion.

T & M Steel Erectors, Inc

General Contracting

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

tmsteel@cableone.net

September 15, 2021

Sam Henry
Dt Design Studio
6465 N. Qual Hollow, Suite 401
Memphis, TN 38120

RE: Mulch in Place PCO
Cornerstone Phase 3

We propose to furnish labor and equipment to mulch in place the vegetation in the location of the Pedestrian Bridge (approximately 1,870 SF)

PRICE

\$ 4,750.00

Please advise if we should proceed with this change. We can add to the PCO list for a change order in the future.

Respectfully Submitted,



Tom Sneed
Construction Manager



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 19 Oct 2021
PAGE: 1 of 4

SUBJECT: Discussion and Consideration to accept the Phase 3, Change Order #1 for a 4-inch water Tap and Meter in the amount of \$7,417.00.

AMOUNT & SOURCE OF FUNDING:

Bond

FISCAL NOTE:

Cornerstone Project

AUTHORIZATION HISTORY:

4" Water Tap: This was a change to move the back flow preventer and booster pump to the back of house. Once the area was cleared, it was determined the original selected location didn't allow for the pump to be serviceable. The additional cost was due to the difference in linear feet of line and the increase cost of PVC due to Covid. (\$7,417.00)

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty

(P) 662.722.1612

405 Lynn Lane

b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Authorization to accept change order.

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 1
OWNER:	City of Starkville	DATE: 6/8/2001
CONTRACTOR:	T & M Steel Erectors, Inc.	

You are hereby requested to comply with the following changes from the contract plans and specifications:

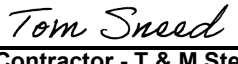
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	4" Tap & Meter		\$7,417.00
TOTALS		\$0.00	\$7,417.00
OVERALL TOTAL			\$7,417.00

JUSTIFICATION: Moving location of 4" hot tap, meter and added 4" piping.

The amount of the Original Contract was:	\$9,073,064.00
The Contract Total including this change order will be:	\$9,080,481.00

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

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

Requested	 Phase Manager - David D'Aquila	9/20/2021 Date
Recommended	 Project Manager - Sam Henry	09.20.21 Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	9/21/2021 Date
Approved	 City of Starkville Mayor Lynn Spruill	 Date

T & M Steel Erectors, Inc

General Contractors

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

tmsteel@cableone.net

June 8, 2021

Attn: Sam Henry
Dt Design Studio
6465 N. Quail Hollow, Suite 401
Memphis, TN 38120

RE: Cornerstone Phase 3
4-inch Tap & Meter for Irrigation

We propose to furnish labor and materials for the additional 4-inch hot tap, meter and added 4-inch piping as shown on Revised drawing C6.1 for the following price of \$7,417.00.

Please advise if we should proceed with this change.

Respectfully Submitted,



Tom Sneed
Construction Manager



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 19 Oct 2021
PAGE: 1 of 8

SUBJECT: Discussion and Consideration to accept best and lowest bid provided by Four Season Landscaping Company to perform landscaping duties at the Sports Plex, McKee Park, Patriots Park, Josey Park, Moncrief Park, Needmore and JL King, as outline in the Parks Quote Sheet, in the amount of \$13,950.00.

AMOUNT & SOURCE OF FUNDING:

001-550-600-300 \$15,320.00

FISCAL NOTE:

A List of areas and requirements was handed out to 5 separate Landscape Companies. Received Bids from Fair Price Landscaping Company, Four Seasons Landscape and Circle B Cutter LLC.

Locations and requested service are included.

AUTHORIZATION HISTORY:

N/A

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

SUGGESTED MOTION: Authorization to award contract.

Parks Quote Sheet

28 Sep 21

Sportsplex

- Trim trees & Hedges
- Mulch around everything / youth quad & soccer
- Flowers at front entrance
- Trim & mulch sign in front
- Mulch trees

Mckee Park

- Mulch & flowers around front entrance
- Clean & Refresh mulch/pine straw around Lg. & Sm. pavilions
- Mulch & clean & trim hedges around music trail
- Wood chips/ mulch in both playgrounds

Patriot's Park

- Mulch & flowers at park sign & pavilion
- Mulch all trees
- Wood Chips/ mulch in playground
- Trim hedges in front

Josey Park

- Trim hedges
- Mulch around playground equipment & sign

Moncrief Park

- Mulch at pavilion
- Mulch/wood chips in playground
- Mulch & flowers at front entrance sign
- Make bed around plants at dog park using mulch

GSC/Needmore

- Trim hedges
- Mulch around building
- Trim hedges & mulch sign by B-Ball court
- Mulch trees in front
- Wood chips/mulch in playground
- Mulch under swing
- Mulch around pavilion

J.L. King Park

- Mulch & trim around King center/add flowers
- Mulch/wood chips in playgrounds
- Mulch trees inside splash pad
- Trim hedges & mulch at Lower pavilion
- Mulch around benches & work out equipment inside & around walking track

Quotes must be submitted by 5pm on 5 Oct 21

For questions please contact Joseph Williams 662.722.1289 (e) j.williams@cityofstarkville.org

Fair Price Landscaping
200 Pilcher Street
Starkville, MS 39759
(662) 617-3183
Fairpricelandscaping1@yahoo.com

LANDSCAPING BID

DATE: October 5, 2021

Customer Information:

Starkville Parks and Recreation
C/O Mr. Joseph Williams, Parks Supervisor
405 Lynn Lane
Starkville, MS 39759
Phone: (662) 722-1289
Fax: (662)

\$15,900

Location	Fair Price Landscaping Proposes to complete the following work:	Proposed Cost
Sportsplex	• Trim trees & Hedges • Mulch around everything/youth quad & soccer • Flowers at front entrance • Trim & mulch sign in front • Mulch trees	• \$7200
McKee Park	• Mulch & flowers around front entrance • Clean & Refresh mulch/pine straw around large & small pavilions • Mulch, clean, & trim hedges around music trail • Wood chips/mulch in both playgrounds	• \$3000
Patriot's Park	• Mulch & flowers at park sign & pavilion • Mulch all trees • Wood chips/mulch in playground	• \$1000

	• Trim hedges in front	
Josey Park	• Trim hedges • Mulch around playground equipment & sign	• \$200
Moncrief Park	• Mulch at Pavilion • Mulch/wood chips in playground • Mulch & flowers at front entrance sign • Make bed around plants at dog park using mulch	• \$1000
GSC/Needmore	• Trim hedges • Mulch around building • Trim hedges & mulch sign by B-Ball court • Mulch trees in front • Wood chips/mulch in playground • Mulch under swing • Mulch around pavilion	• \$1500
J.L. King Park	• Mulch & trim around King Center/add flowers • Mulch/wood chips in playgrounds • Mulch trees inside splash pad • Trim hedges & mulch at Lower pavilion • Mulch around benches & work out equipment inside & around walking track	• \$2000

Proposed Cost: \$15,900

This is a bid with a general description of the project and cost. If the bid is accepted, a more formalized contract will be prepared.



Rick Rogers, Owner

ACCEPTANCE OF BID

Starkville Parks and Recreation Representative

Date

FOUR SEASONS
Landscape Estimate

800 21,
\$13,500

City of Starkville

Parks and Recreation

Project Description: Provide quotes for the following:

Sportsplex:

Trim trees and shrubs

Add mulch to all landscape areas including youth quad and soccer

Add annual flowers to entrance

Trim and mulch entrance sign

Add mulch to tree rings \$6750

Mckee Park:

Add mulch and annual flowers to entrance sign

Clean and refresh mulch/ pine straw at large and small pavilions

Trim shrubs and add mulch at music trail

Add mulch to both playgrounds \$2500

Patriots Park:

Add annual flowers and mulch to sign and pavilion

Add mulch to tree rings

Add mulch to playground

Trim shrubs \$1000

Josey Park:

Trim shrubs

Add mulch to playground and sign \$100

Moncrief Park:

Add mulch at pavilion

Add annual flowers and mulch at sign

Moncrief cont.

Add mulch to playground

Add mulch bed to plants at dog park \$900

Needmore Park

Trim shrubs

Add mulch around building, under swing and around pavilion

Add mulch and annual flowers to sign near basketball court

Add mulch to tree rings in front

Add mulch to playground \$1200

J.L. King Park

Trim shrubs

Add mulch and annual flowers to King Center

Add mulch to playground

Add mulch to trees in splash pad

Trim shrubs and add mulch to lower pavilion

Add mulch to workout equipment and inside and around walking track \$1500

Estimate Total:

\$13950

Circle B Cutters, LLC

P. O. Box 1552 Starkville, MS. 39759

(662) 694-9333

Bubba Willard – Owner

bubba@circlebcutters.com

Starkville Parks and Recreation Landscape Maintenance Quote

Date: October 1, 2021

Att: Joseph Williams

Sportsplex \$4,500.00

- Trim trees & Hedges
- Mulch around everything / youth quad & soccer
- Flowers at front entrance
- Trim & mulch sign in front
- Mulch trees

Mckee Park \$3,600.00

- Mulch & flowers around front entrance
- Clean & Refresh mulch/pine straw around Lg. & Sm. pavilions
- Mulch & clean & trim hedges around music trail
- Wood chips/ mulch in both playgrounds

Patriot's Park \$1,850.00

- Mulch & flowers at park sign & pavilion
- Mulch all trees
- Wood Chips/ mulch in playground
- Trim hedges in front

Josey Park \$ 850.00

- Trim hedges
- Mulch around playground equipment & sign

Moncrief Park \$2,150.00

- Mulch at pavilion
- Mulch/wood chips in playground
- Mulch & flowers at front entrance sign
- Make bed around plants at dog park using mulch

4000
21

GSC/Needmore

\$1,750.00

- Trim hedges
- Mulch around building
- Trim hedges & mulch sign by B-Ball court
- Mulch trees in front
- Wood chips/mulch in playground
- Mulch under swing
- Mulch around pavilion

J.L. King Park

\$1,875.00

- Mulch & trim around King center/add flowers
- Mulch/wood chips in playgrounds
- Mulch trees inside splash pad
- Trim hedges & mulch at Lower pavilion
- Mulch around benches & work out equipment inside & around walking track

Total Cost

\$16,575.00

We appreciate the opportunity to submit a bid for this work.

Bubba Willard

Circle B Cutters, LLC



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-19-21
PAGE: 1 of 67

SUBJECT: Award for FY22 JAG5K grant. Request permission to accept the award for the FY22 MS Justice Assistance Grant in the amount of \$4,320.00. The grant is 100% reimbursable, funding police duty equipment.

AMOUNT & SOURCE OF FUNDING: \$4,320.00 Justice Assistance Grant (JAG) - Mississippi Department of Public Safety Planning.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to accept the grant award. 100% reimbursable grant funding in the area of police duty equipment.

STAFF RECOMMENDATION:



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

September 24, 2021

D. Lynn Spruill
City of Starkville
110 W. Main Street
Starkville, MS 39759

Subject: Project Number: 20LB2311
Program: Justice Assistance Grant (JAG)
Effective Date: October 1, 2021

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$4,320.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #9*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

Sincerely,


Emberly K. Holmes
Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 <u>c.jackson@cityofstarkville.org</u>	2. Effective Date: 10/01/21 3. Sub-grant Number: 20LB2311 4. Grant Identifier: 2020-MU-BX-0053 5. Beginning & Ending Dates: 10/01/21 to 03/30/22 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:

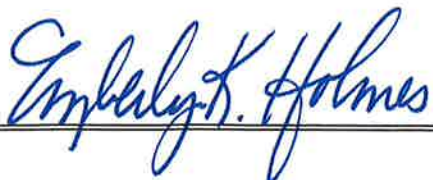
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment							
Travel							
Commodities	\$4,320.00	100					\$4,320.00
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$4,320.00						\$4,320.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions
 Standard Assurances
 Certification Regarding Equal Employment
 Civil Rights Compliance Checklist

Civil Rights Training Certification
 Certification Regarding Debarment
 Certification Regarding Lobbying
 Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: D. Lynn Spruill, Mayor City of Starkville

11. Signature: 	12. Signature: 
Date: 09/24/2021	Date:

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

1. Applicant Agency: City of Starkville						
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date			
20LB2311	2020-MU-BX-0053	10/01/21	03/30/2022			
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:			
Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	\$4,320.00				\$4,320.00
TOTAL		\$4,320.00				\$4,320.00

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville					Page 1 of 1
2. Sub-grant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
20LB2311	2020-MU-BX-0053	10/01/21	03/30/22		
6. Activity: Byrne JAG Local Law					
7. DPSP Use Only	8. Category	10. Description of item and/or Basis for Valuation		11. Budget	
	9. Line Item	Federal	All Other	Total	
	Commodities	60 – Cuff cases @ \$25.00 ea. = \$1,500.00 60 – Taser outer carrier holsters @ 17.00 ea. = \$1,020.00 60 – radio holders @ \$30.00 ea. = \$1,800.00		\$4,320.00	\$4,320.00
		Total		\$4,320.00	\$4,320.00

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
(Civil Rights PowerPoint Included)
- ☐ Discrimination Complaint Policies and Procedures (Attachment E) **Please do not return**
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
(only if applicable to your agency)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Sub-grant Contact Person

Date



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2020 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: ☐ State (July - June)
(Check One) ☐ Federal (October - September)
 ☐ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ☐ Yes ☐ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: _____ Required _____ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ (2) has less than 50 employees; and/or;
- ☐ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

* * * * *

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

- ☐ Yes
- ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- ☐ Yes – submitted an EEOP Short Form
- ☐ Yes – submitted a certification
- ☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☐ Yes
☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☐ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☐ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☐ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☐ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes

☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes

☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes

☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes

☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☐ Yes

☐ No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of _____
[County] of _____

Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

Signature of notarial officer
Stamp

Title of office
[My commission expires: _____.]

Authorized Signatory Official

THE EDWARD BYRNE
JUSTICE ASSISTANCE GRANT
CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS ENFORCES

- Title VI of the Civil Rights Act of 1964 (*race, color, national origin*)
- Section 504 of the Rehabilitation Act of 1973 (*disability*)
- Title II of the Americans with Disabilities Act of 1990 (*disability*)
- Age Discrimination Act of 1975 (*age*)
- Title IX of the Education Amendments of 1972 (*sex in educational programs*)
- Program Statutes (e.g. Safe Streets Act, Victims of Crime Act, JIDPA) (*race, color, national origin, sex, religion, disability*)

2

WHO IS SUBJECT TO THESE
LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

Protected Classes

Race
Color
National Origin
Religion
Sex
Disability
Age

5

The statutes that OCR enforces prohibit discrimination in:

- Employment Practices and/or
- Delivery of Services

6

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding.

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- has a physical or mental impairment which largely limits one or more major life activities
- has a record of such an impairment, or
- is regarded as having such an impairment

8

RELIGION

Definitions

All aspects of religious practice as well as belief
42 USC 2000e(j)
 Includes sincerely held moral or religious convictions
29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of Limited English Proficiency (LEP).

↓

A Limited English Proficient (LEP) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- *reasonable steps* to ensure *valuable access* to the programs, services, and information the recipients provide, *free of charge*.
- Establish and implement *policies and procedures* for language assistance services that provide LEP persons with valuable access.

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

13

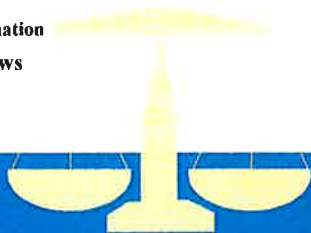
Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a **FINDING OF DISCRIMINATION** after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an **EQUAL EMPLOYMENT OPPORTUNITY PLAN** if required to maintain one, where the application is for **\$25,000** or more.

14

OJP'S CIVIL RIGHTS ENFORCEMENT

- **EEOPs** (Equal Employment Opportunity Plans)
- **Complaints**
- **Findings of Discrimination**
- **Compliance Reviews**



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SUB RECIPIENT COMPLAINT PROCEDURES

- Sub recipients should have procedures in place for responding to discrimination complaints from clients, program participants, and employees. These procedures should include:
 1. Investigating the complaint internally, or forwarding the complaint to the Mississippi Department of Public Safety, the Office for Civil Rights, or another agency such as the EEOC;

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SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
 3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.
- Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.

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WHAT IS AN EEOP?

- Comprehensive document which analyzes:
 - an agency's workforce in comparison to its relevant labor market data
 - all agency employment practices to determine their impact on the basis of race, sex, or national origin
- A tool used to identify possible problem areas where discrimination may be occurring

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DOES AN AGENCY HAVE TO PREPARE AN EEOP?

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDPJ)
- Status of Organization (e.g., nonprofit)
- Amount of single award
- Number of employees

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OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 NONDISCRIMINATION PROVISION

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

28 U.S.C. § 10022(c)

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**VICTIMS OF CRIME ACT OF 1984
NONDISCRIMINATION PROVISION**

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

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IF / THEN	Does the recipient intend to submit a Civil Rights Report to OCR?	Does the recipient intend to document EEO?	Must the recipient submit an EEO/ Civil Rights Report to OCR?
Recipient is a Federal or Educational Institution, Indian Tribe, or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES

FOR MORE INFORMATION, PLEASE CONTACT:
OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW, WASHINGTON, DC 20531
TELEPHONE (202) 307-6690
TTY (202) 307-2017
USKOCR@OJP.DHS.GOV

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FOR MORE INFORMATION, PLEASE CONTACT:

OFFICE FOR CIVIL RIGHTS
OFFICE OF JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW
WASHINGTON, DC 20531
TELEPHONE (202) 307-6690
TTY (202) 307-2017
USKOCR@OJP.DHS.GOV

REQUIRED TRAINING INFORMATION CAN
BE FOUND AT:
http://www.ojp.dhs.gov/xgovprograms/cr/2011/01/01/required_training_information.html

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ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

****These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.**

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;

The complainant cooperates with the discrimination complaint;

The complainant cooperates with the enforcement of a discrimination complaint;

The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised May 2012



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

AGENDA ITEM NO:
AGENDA DATE: October 19, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Falcon Contracting Co.,Inc. for asphalt milling and paving of West Gillespie Street where a waterline crossing took place in the amount of \$9,900.00.

AMOUNT & SOURCE OF FUNDING: 2021

FISCAL NOTE: 2 Quotes Received

Falcon	\$9,900.00
Murphree	\$11,270.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval accept the lowest and best quote from Falcon Contracting Co.,Inc. for asphalt milling and paving of West Gillespie Street in the amount of \$9,900.00.



Falcon Contracting Co., Inc.

-----P.O. Box 5044-----
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

**Starkville Utilities
Starkville, MS
October 6, 2021**

Falcon Contracting Co., Inc., proposes to furnish the labor, materials and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Milling and Paving of West Gillespie Street

1. Mill West Gillespie Street 1.5" deep to grade.
2. Install SC-1 HMA 1.5" average compacted depth to grade.
3. Professional clean up.

Lump Sum Price per site visit (110' x 12') = \$9,900.00

Note: Price includes tax, bond, mobilization premium, and plant / haul surcharges.

Thank you for the opportunity to quote this work.

Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

Gregory Companies LLC, DBA



GREGORY COMPANIES LLC, DBA

Murphree Paving

P.O. Box 3291
Tupelo, MS 38803
Phone: (662) 844-2331
Cell: (662) 587-0465

PROPOSAL AND CONTRACT

Project: Gillespie Street Repair

10/8/2021

Address: Starkville, MS

Gregory Companies, LLC DBA Murphree Paving offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above mentioned project in accordance with the property located in Starkville, MS.

Description of Work:

ITEM	DESCRIPTION	TOTAL
1	Mill 1.5" of existing asphalt in 13'-6" x 105' area shown in yellow on the drawing provided. Overlay area using (1) 1.5" lift of hot mix asphalt.	\$ 11,270.00
TOTAL		\$ 11,270.00

* Price includes one mobilization per item and any additional mobilizations will be billed at minimum of \$1500.

* Price includes applicable taxes. A bond can be provided for 1.75% of the contract amount.

* Price includes tack to be placed between lifts of asphalt.

* Price excludes testing unless the above description states otherwise.

* Price excludes any remediation of poor or soft subgrade. If unsuitable subgrade is encountered remediation will be priced accordingly.

* Price excludes any fine grading or placement of stone unless the above description states otherwise. Grades should be within +/- 0.5" before placement of asphalt.

* Price excludes any cleaning unless the above description states otherwise.

* Price excludes utility work, striping, and installation of signage, wheel stops, and/or speed bumps unless the above description states otherwise.

* If any unforeseen conditions are encountered while performing the above described work, additional work to correct these issues will be discussed prior to proceeding and billed at an agreed upon rate.

* If the project duration is projected to span 5 or more days, or if phasing is required by Gregory Companies, LLC or the customer, incremental bills may be submitted to the customer. All billing is due upon receipt.

- Respectfully, Gregory Companies, LLC is not responsible for failing subgrade and/or unstable subsurface conditions.

- Gregory Companies, LLC will not be liable for any drainage problems if existing grade has less than 2% fall.

- Gregory Companies, LLC will not be liable for any damage caused from naturally occurring events such as drought, fire, extreme wet conditions, etc.

- Unless the words "Lump Sum" (LS) appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Gregory Companies, LLC.

- This proposal is Gregory Companies, LLC's interpretation of the plans and specifications, and will be considered part of the contract if accepted.

- This proposal expires thirty (30) days from the effective date of this Proposal if not previously accepted.

- If this meets with your acceptance, including the terms and conditions set forth on the accompanying sheet, kindly sign and return the attached copy of this proposal.

- If payment is not received within 30 days of invoice date, a late fee of 1.5% will be applied to the total invoice amount compounded monthly.

- The person signing below represents that he or she is fully authorized to enter into this agreement.

Accepted By: _____

Title: _____

Date: _____

Very truly yours,

Gregory Companies LLC, DBA Murphree Paving

By: Scott Stubbs

Scott Stubbs: Project Manager/Estimator

GREGORY COMPANIES, LLC DBA MURPHREE PAVING
TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgement, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under a subsequent paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, or liability resulting from the alleged damages to utilities or other facilities or objects buried beneath the surface, to sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements, and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless alleged damages arise from our sole negligence. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for any lawsuit concerning this contract is Lee County, MS and you waive any right to jurisdiction and venue in any other place.

You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorneys fees suffered or incurred on account of your breach of obligations and covenants of this contract.

Initial: _____



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

AGENDA ITEM NO:
AGENDA DATE: October 19, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best bid from Schweitzer Engineering Laboratories, Inc for substation relay panels and equipment for the Starkville 161/69kV Primary Substation renovations in the amount of \$164,890.00.

AMOUNT & SOURCE OF FUNDING: 2021

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved bid advertisement on April 6, 2021.

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best bid from Schweitzer Engineering Laboratories, Inc for substation relay panels and equipment for the Starkville 161/69kV Primary Substation renovations in the amount of \$164,890.00.

**STARKVILLE UTILITIES
TABULATION OF BIDS
SUBSTATION RELAY PANELS & EQUIPMENT
FOR STARKVILLE 161/69 KV PRIMARY SUBSTATION**

Bidder	Supplier	Total Bid Price	Delivery Time	Notes
Schweitzer Engineering Laboratories, Inc.	Schweitzer Engineering Laboratories, Inc.	\$164,890.00	12 Weeks ARO	Note #1
Electro Technical Industries, Inc.	Electro Technical Industries, Inc.	\$244,350.00	12-14 Weeks ARO	Note #1
Electrical Power Products, Inc.	Electrical Power Products, Inc.	Non -Responsive	12-13 Weeks ARO	Note #2

Notes:

1. No exceptions taken.
2. Bidder took exception to Owner's commercial terms and did not provide Factory Acceptance Testing as specified.

I hereby certify that this is a true and correct tabulation of the bids received for a Substation Relay Panels & Equipment received by the City of Starkville Utilities on May 25, 2021.

Jeffrey Atwell

Jeffrey Atwell, P.E.



May 27, 2021

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Substation Relay Panels and Equipment (Material Only)
Starkville Primary 161/69 kV Substation

Terry,

Please find enclosed a certified tabulation of bids received for **Substation Relay Panels & Equipment** for the Starkville Primary 161/69 kV Substation received by Starkville Utilities on May 25, 2021. Schweitzer Engineering Laboratories, Inc. provided the lowest bid of the two responsive bids received.

We recommend that Starkville Utilities award the bid in the amount **\$164,890.00** for the **Substation Relay Panels & Equipment** to Schweitzer Engineering Laboratories, Inc. The above bid price is firm. The bid price is within our budget of \$175,000 for these relay panels and equipment.

Feel free to call if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

C: Jacob Forrester
Project File 101E3117



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

AGENDA ITEM NO:
AGENDA DATE: October 19, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from National Water Services, LLC for a variable frequency drive panel to be installed at the Henderson well in the amount of \$36,115.00.

AMOUNT & SOURCE OF FUNDING: 2021

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from National Water Services, LLC for a variable frequency drive panel to be installed at the Henderson well in the amount of \$36,115.00.



NATIONAL WATER SERVICES, LLC
254 C.R. 501
SHANNON, MS.38868
(662) 891-7039

To: Starkville Utilities
Attn: Sean Johnston
Date: 9-24-21

After further inspection we have determined that the Henderson well has been struck by lightning. We found 2 blown fuses in the panel along with a burnt-up phase monitor and the auto-transformer starter has also been destroyed.

With this being said we recommend you get in contact with your insurance company if you would like to file a claim. We have pictures of the motor from the shop, the phase monitor and the starter are on site.

We have incurred some additional expense on this job due to the unexpected finding of lightning. We sent our electrician to the site to verify our suspicion of lightning.

We would like to recover our additional expense of \$915.00 for the electrician and extra crew time.

We would also like to quote \$10,700.70 to supply and install a new, Allen-Bradley, smart motor controller.

This option will eliminate all the old starter components that were damaged. We will reuse your enclosure and main breaker in an effort to save some money where feasible.

We would also like to offer another option. We can furnish and install a variable frequency drive panel that would a new panel with all new components for a price of \$36115.00. This option will give longer motor life and generate about a 25% reduction in energy consumption.

Thank you for the opportunity,
Ricky Herndon, Project Manager

Cell - (662) 891-7039

email: rhoerndon@national-water.com

A Fully Licensed - Mississippi, Tennessee, Alabama & - Building Construction, Municipal and Utility General Contractor and MS, TN, AL, KY, IN, OH, AR, GA Well Driller and Pump Installer

WEB; www.national-water.com



8/26/2021

Starkville Utilities

This is a quote to replace the controls at the Henderson well with a new Allen Bradley motor control system at \$12,935.45. The price to replace the same controls with a VFD system would be \$40,237.55.

Thanks,

Greg Staten

Vice President

Ratliff Water Well Service

1-662-227-1457

1-662-809-9885



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

AGENDA ITEM NO:
AGENDA DATE: October 19, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from FiberCo for the RFQ regarding the installation of fiber optic, closures wall cabinets, storage loops, etc. for the fiber optic cabling connections to the Starkville Wastewater Treatment Plant (WWTP) in the amount of \$13,979.00.

AMOUNT & SOURCE OF FUNDING: 2021

<u>FISCAL NOTE:</u> 2 Quotes Received	FiberCo	\$13,979.00
	Synergetics	\$19,300.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from FiberCo for the RFQ regarding the installation of fiber optic, closures wall cabinets, storage loops, etc. for the fiber optic cabling connections to the Starkville Wastewater Treatment Plant (WWTP) in the amount of \$13,979.00.

MEMORANDUM



SUBJECT: Recommendation for Fiber Optic to WWTP RFQ
Starkville Utilities

DATE: 9/29/2021

TO: Jacob Forrester, Assistant Manager
File P/N 660E3024

FROM: Joey Bowman, P.E. - Atwell & Gent, P.A.

Dear Mr. Forrester,

Atwell and Gent, P.A. has received two quotes for the RFQ regarding the installation of fiber optic, closures wall cabinets, storage loops, etc. for the fiber optic cabling connections to the Starkville WWTP.

- FiberCo submitted a quote for \$13,979.00.
- Synergetics submitted a quote for \$19,300.00.

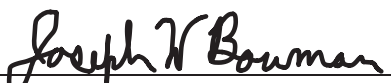
I've included copies of each quote attached to this document for your use.

Atwell and Gent, P.A. recommends the acceptance of FiberCo's quote. Please contact Jay Dalton with FiberCo at (512) 749-8774 and/or e-mail at fibercotx@gmail.com to process the purchase order.

Please let me know if you have any questions. In addition, our office is ready to follow the installation with the selected vendor.

Sincerely,

SIGNED:


Joseph (Joey) W. Bowman, P.E.

From: [Jay Dalton](#)
To: [Joey Bowman](#)
Cc: jforrester@starkvilleutilities.com
Subject: Fiber splicing bid
Date: Wednesday, September 8, 2021 11:45:42 AM

After reviewing the job my bid would be at \$13,979.00

James jay dalton

512 749 8774



Quote: QTE-074897

Date: 9/21/2021

Customer Information
Starkville Utilities 200 N. Lafayette Street P. O. Box 927 Starkville, MS 39760

Synergetics Contacts
Sales Account Manager McKenzie Brent Office: (662) 461-0112 Mobile: (662) 364-3622 mbrent@SynergeticsDCS.com Prepared By Jessica Keel Office: (662) 461-0113 jkeel@SynergeticsDCS.com

Qty	Item Number	Description	Price	Ext. Price
		Attention: Terry Kemp		
		RE: Fiber Optic Material & Installation		
		BID ITEM 1:		
4.00	C-MISCFIBERMATERIALS	Installation of Owner Furnished Fiber Optic Closure Unit, Cable Storage Unit,	\$900.00	\$3,600.00
		and accessories including splicing. Refer to		
		BID ITEM 2:		
1.00	C-MISCFIBERMATERIALS	Installation of splicing at existing Fiber Optic Closure, Cable Storage Unit, and accessories.	\$900.00	\$900.00
		Refer to ADSS TO OPGW SPLICE BOX Detail - Existing on Drawings.		
		BID ITEM 3:		
2.00	C-MISCFIBERMATERIALS	Installation of Owner Furnished Wall-Mountable Fiber Enclosure, Closet Connector Housing Panel,	\$900.00	\$1,800.00
		and accessories. Provide terminations in enclosure. Refer to Drawings and Technical Specifications.		
		BID ITEM 4:		
1.00	C-MISCFIBERMATERIALS	Installation of Owner Furnish ADSS fiber optic cable. Refer to Drawings and Specifications.	\$13,000.00	\$13,000.00
		PLEASE NOTE:		
		All bid items must be purchased for price to be valid.		



Quote: QTE-074897

Date: 9/21/2021

McKenzie Brent

Subtotal	\$19,300.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$19,300.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 10/19/21
PAGE: 1

SUBJECT: Consideration of GTPDD Administrative Services Contract – Starkville Trim Cane Sewer Pump Station, ARC Project Number MS-19749

AMOUNT & SOURCE OF FUNDING - \$289,800; Mississippi Development Authority, ARC
\$159,450; Starkville Utilities

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF ADMINISTRATIVE CONTRACT BETWEEN CITY OF STARKVILLE AND GOLDEN TRIANGLE PLANNING & DEVELOPMENT DISTRICT, INC FOR STARKVILLE’S APPALACHIAN REGIONAL COMMISSION (ARC) GRANT TO COMPLETE IMPROVEMENTS TO TRIM CANE SEWER PUMP STATION.”

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
APPALACHIAN REGIONAL COMMISSION (ARC) Grant
Project Number MS-19749
Trim Cane Sewer Pump Station Improvements

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission (ARC) Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of in excess of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$26,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC), Project Number MS-19749 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$26,000 for the purpose of public facility infrastructure improvements (Trim Cane Sewer Pump Station) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Grant Program, including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 19th day of September 2019 (ARC Contract Award Date) and will continue until all of ARC Grant Number MS-19479 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$26,000** to be derived from the Appalachian Regional Commission Grant funds (\$6,000) and Starkville Utilities (\$20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission (ARC) Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

PART II
TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, ARC, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 10/19/21
PAGE: 1

SUBJECT: Consideration of GTPDD Administrative Services Contract – Starkville Babylon Road Sewer Improvements CDBG Project #1136-20-347-PF-01

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078; Starkville Utilities

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF ADMINISTRATIVE CONTRACT BETWEEN CITY OF STARKVILLE AND GOLDEN TRIANGLE PLANNING & DEVELOPMENT DISTRICT, INC FOR STARKVILLE’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO COMPLETE BABYLON ROAD SEWER IMPROVEMENTS.”

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
Community Development Block Grant (CDBG) Grant
Project Number 1136-20-347-PF-01
Babylon Road Sewer Improvements

WHEREAS, the City of Starkville has been awarded a Community Development Block Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period exceeding ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$40,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant (CDBG) Program, Grant Number 1136-20-347-PF-01 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$40,000 for the purpose of public facility infrastructure improvements (Babylon Road Sewer) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with CDBG Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, CDBG, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 27th day of January 2021 (CDBG Contract Effective Date) and will continue until all of Grant Number 1136-20-347-PF-01 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$40,000** to be derived from the Community Development Block Grant funds (\$20,000) and Starkville Utilities (\$20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.