



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 21, 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

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Leigh-Anne Sallis

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

Technology Director
Joel Clements, Jr.

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, DECEMBER 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 NOVEMBER 16, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: HOLIDAY TRASH SCHEDULE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

CONSIDERATION OF VA 21-11: A REQUEST FOR VARIANCES ON SETBACK AND WALL HEIGHT REQUIREMENTS FOR SEVERAL LOTS LOCATED AT THE PRESERVE AT HUNTINGTON PARK SUBDIVISION IN A SD-6 ZONING DISTRICT.

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING ARTICLE II TRANSIENT VENDOR AND APPENDING ARTICLE III MOBILE FOOD VENDORS TO CHAPTER 30 BUSINESS OF THE CODE OF ORDINANCES.

FIRST PUBLIC HEARING ON THE UPDATE OF THE SANITATION ORDINANCE AND CITY OF STARKVILLE CODE § CHAPTER 94 – SOLID WASTE.

IX. MAYOR’S BUSINESS

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

X. BOARD BUSINESS

- A. CONSIDERATION OF RENEWAL OF CITY LIABILITY INSURANCE DUE DECEMBER 31, 2021 WITH MS MUNICIPAL SERVICE COMPANY IN THE AMOUNT OF \$227,890.82, THE LOWER ESTIMATED QUOTE RECEIVED.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE/REPAIR AGREEMENT WITH REMOTE SYSTEMS INTEGRATION FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS).

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 21-07: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO TWO LOTS AT 310 MCKEE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBER 102B-00-156.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REJECTING THE BIDS FOR THE SPORTSPLEX PARKING LOT AND ACCEPTING ALTERNATE B2.2 FROM GREGORY CONSTRUCTION FOR THE PARKING LOT PROJECT BID TO COMPLETE THE PARKING LOT PAVING.
2. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (HYDRAULIC HOSE CRIMPING MACHINE- WITHOUT PUMP, STOCK OF HYDRAULIC HOSE, HYDRAULIC HOSE STEMS, VALVE GRINDING MACHINE- SN 23135, AND HYDRAULIC HOSE CUTOFF SAW) AS SURPLUS AND AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF December 15, 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 NOVEMBER 2021 FINANCIAL STATEMENTS.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT THE DONATION OF AN E-ONE 4T FIRE TRUCK (S/N 4ENRAAA88310) FROM MISSISSIPPI STATE UNIVERSITY WITH A VALUE OF \$292,308.00.
2. REQUEST PERMISSION TO ALLOW RICK SHERMAN EXTERIORS TO PAINT THE METAL ON THE EXTERIOR OF FIRE STATION ONE FOR THE COST OF \$8,100.00, THE LOWEST QUOTE.
3. REQUEST PERMISSION TO ALLOW PAUL DAVIS RESTORATION TO PERFORM RESTORATION OF FIRE STATION THREE, 102 GARRARD ROAD, FOR THE COST OF \$62,256.66, THE ONLY BID RECEIVED AFTER ADVERTISING.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE LEANN BATES, JACQUEZ HARDY AND CAGE PALMER AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JOSHUA LANIER AND AUBREY LONG AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE PRINSTON HENDERSON AND ROBERT EGUIRES AS POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE STEVEN MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE NICHOLAS PEARSON AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 10 SIX AND 10 EIGHT CUBIC YARD STANDARD DUTY FRONT LOAD CONTAINERS FROM WASTEQUIP.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE WAREHOUSE RACKING AND LOCKERS FOR THE NEW WATER WAREHOUSE ADDITION IN THE AMOUNT OF \$17,043.72 FROM ULINE, THE LOWER QUOTE.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM RUTHERFORD CONTRACTING LLC FOR THE REMOVAL OF 6 TREES ON SYCAMORE STREET IN THE AMOUNT OF \$8.800.00.
3. CONSIDERATION OF CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Prospective Purchase of Land

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 4, 2022 @ 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: 12-21-21
PAGE: 1 of 45**

SUBJECT: Request approval of the minutes of the November 16, 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 November 16, 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
November 16, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 16, 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:

The Mayor asked that Mayor's item A, Cotton Mill Marketplace TIF, be removed. Alderman Perkins asked that Mayor's item B, Proclamation, be added to consent. There being no other changes, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the November 16, 2021 Official Agenda with changes. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 16, 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 OCTOBER 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Christmas Parade will be Monday, November 29, 2021 at 6 p.m.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION OF VA 21-10 AND SE 21-09 A REQUEST FOR A VARIANCE AND SPECIAL EXCEPTION FROM WALL SIGN REQUIREMENTS FOR THE INNOVATION HUB LOCATED AT 301 EAST MAIN STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 118P-00-210.00.

IX. MAYOR'S BUSINESS

~~A. CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021 (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$700,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY OF THE COTTON MILL TIF RESOLUTION.~~

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

C. CONSIDERATION OF A RESOLUTION TO ENGAGE KIMLEY-HORN FOR THE PURPOSE OF THE REDESIGN AND CONSTRUCTION OF MAIN STREET FROM CITY HALL TO INCLUDE MONTGOMERY STREET INTERSECTION AND TO PUT DANIEL HAVELIN IN CHARGE OF THE PROJECT WITH A COMMENSURATE PAY INCREASE FOR ADDITIONAL JOB RESPONSIBILITIES.

D. CONSIDERATION OF A CONTRACT WITH PARK MOBILE FOR A PAID PARKING SOLUTION FOR THE AREAS BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED-USE DEVELOPMENT.

E. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON MODIFYING THE SANITATION AND ENVIRONMENTAL SERVICES ORDINANCE TO REFLECT THE CHANGES IN THE SANITATION OPERATION AND UPDATED STATUS OF SERVICES.

F. CONSIDERATION AND APPOINTMENT OF MR. DOLTON MCALPIN, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE SEPTEMBER 30, 2026.

X. BOARD BUSINESS

A. CONSIDERATION OF SEEKING QUOTES FOR THE CITY'S ANNUAL LIABILITY INSURANCE POLICY AND TO RECEIVE QUOTES FOR BOTH CONSENT-TO-SETTLE AND NON-CONSENT-TO-SETTLE OPTIONS.

B. CONSIDERATION OF STRIKING THE INSURANCE SURCHARGE OF \$75 PER MONTH FROM THE CITY'S COVID-19 EMPLOYEE VACCINATION POLICY.

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 AUTHORIZING THE MAYOR TO SIGN A LEGAL AND COMPLIANCE CERTIFICATION FOR THE SPRING STREET CONNECTOR TAP APPLICATION AND AUTHORIZATION TO COMPLETE ANY NECESSARY PAPERWORK IN ASSOCIATION WITH TAP APPLICATION OR ACTIVATION DOCUMENTS.

2. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM N.L. CARSON CONSTRUCTION TO DRIVE PILINGS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD AND AUTHORIZE PURCHASE OF NECESSARY MATERIALS TO COMPLETE THIS PROJECT.

3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$6,139.49 FOR THE SPORTSPLEX PARKING LOT FOR RELOCATION OF UNDERGROUND POWER CONDUIT TO LIGHT POLE NOT SHOWN ON PLANS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 8, 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 OCTOBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. CONSIDERATION TO ACCEPT HESTER CONCRETE INC OF MS THE LOWER OF TWO BIDS, TO COMPLETE THE DEMOLITION AND REPLACEMENT OF 1200 SQUARE FEET OF DAMAGED CONCRETE AT FIRE STATION 2 ON AIRPORT RD, AT A TOTAL SHARED COST BETWEEN THE AIRPORT AND THE FIRE DEPARTMENT OF \$12,295.80.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HEATHER FAIR AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CINDY PERKINS AS A DEPUTY CLERK – ACCOUNT PAYABLE IN THE FINANCE DEPARTMENT.
3. REQUEST APPROVAL OF THE PROMOTION OF BILL FLOWERS TO THE RANK OF LIEUTENANT AND TRENT HELMS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE LASHONDA WILSON AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE KAVIE FRAZIER AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL TO ENTER INTO A SERVICE PROPOSAL WITH SYNERGETICS FOR NETWORK SERVICES AND TRAINING RELATING TO THE NEW PHONE SYSTEM TO BE PAID IN THREE MONTHLY PAYMENTS FOR A TOTAL OF \$25,000.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

1. REQUEST APPROVAL TO DECLARE A 2007 FORD CROWN VICTORIA, SERIAL NUMBER ENDING 1897, A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7321 AND A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7333 AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

2. REQUEST THE PURCHASE OF COVERT CAMERA BAIT CAR SYSTEM AT THE LOWEST OF TWO QUOTES FROM COVERT TRACK GROUP INC. AT A TOTAL COST OF \$7,035.00, WHICH IS 100% REIMBURSABLE THROUGH THE HOT SPOT JUSTICE ASSISTANCE GRANT.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AND INITIATE TASK ORDER #1.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$11,000.00.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 7, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 29, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 2, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a local emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

DATE: November 16, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON MODIFYING THE SANITATION AND ENVIRONMENTAL SERVICES ORDINANCE TO REFLECT THE CHANGES IN THE SANITATION OPERATION AND UPDATED STATUS OF SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for public hearings on revising the Sanitation Ordinance to reflect the current operations and to address recycling changes” is enumerated, this consent item is thereby approved.

6. CONSIDERATION AND APPOINTMENT OF MR. DOLTON MCALPIN, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE SEPTEMBER 30, 2026.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “appointment of Mr. Dolton McAlpin, the sole applicant to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term for this position will expire on September 30, 2026” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF SEEKING QUOTES FOR THE CITY’S ANNUAL LIABILITY INSURANCE POLICY AND TO RECEIVE QUOTES FOR BOTH CONSENT-TO-SETTLE AND NON-CONSENT-TO-SETTLE OPTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of seeking quotes for the City’s annual liability insurance policy and to receive quotes for both consent-to-settle and non-consent-to-settle provisions” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN A LEGAL AND COMPLIANCE CERTIFICATION FOR THE SPRING STREET CONNECTOR TAP APPLICATION AND AUTHORIZATION TO COMPLETE ANY NECESSARY PAPERWORK IN ASSOCIATION WITH TAP APPLICATION OR ACTIVATION DOCUMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the Mayor to sign a legal and compliance certification for the Spring Street connector TAP application and authorization to complete any necessary paperwork in association with TAP Application or activation documents” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM N.L. CARSON CONSTRUCTION TO DRIVE PILINGS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD AND AUTHORIZE PURCHASE OF NECESSARY MATERIALS TO COMPLETE THIS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote in the amount of \$ 29,470.00 from N.L. Carson Construction to drive pilings for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road and authorize purchase of necessary materials to complete this project” is enumerated, this consent item is thereby approved.

Quotes received from 2 contractors: NL Carson Construction - \$29, 470 and Joe McGee Construction - \$115,500.

10. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$6,139.49 FOR THE SPORTSPLEX PARKING LOT FOR RELOCATION OF UNDERGROUND POWER CONDUIT TO LIGHT POLE NOT SHOWN ON PLANS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #2 in the amount of \$6,139.49 for the Sportsplex parking lot for relocation of underground power conduit to light pole not shown on plans” is enumerated, this consent item is thereby approved. The Change Order follows this page.

11. ACCEPTANCE OF OCTOBER FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the October 2021 Financial Statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT HESTER CONCRETE INC OF MS THE LOWER OF TWO BIDS, TO COMPLETE THE DEMOLITION AND REPLACEMENT OF 1200 SQUARE FEET OF DAMAGED CONCRETE AT FIRE STATION 2 ON AIRPORT RD, AT A TOTAL SHARED COST BETWEEN THE AIRPORT AND THE FIRE DEPARTMENT OF \$12,295.80.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Hester Concrete INC of MS to complete the demolition and replacement of 1320 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a total cost of \$12,295.80 to be shared between the Airport and the Fire Departments” is enumerated, this consent item is thereby approved.

Quotes received from 2 contractors: Hester Concrete - \$12,295.80 and Friendly Craftsman - \$15,600.00

13. CONSIDERATION TO HIRE HEATHER FAIR AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Heather Fair as a part-time Radio Operator (Dispatcher)” is enumerated, this consent item is thereby approved.

Change Order

No. 2

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract B	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract B		Date of Contract: 07/12/21
Contractor: Gregory Construction		Engineer's Project No.: 21031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Relocate and Repair Underground Power Conduit

Reason for Change Order: Underground power line to light pole was not shown on plans and needs to be relocated out of the new detention pond.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 2:

\$0.00

Contract Price prior to this Change Order:

\$853,897.25

Increase of this Change Order:

\$6,139.49

Contract Price incorporating Change Order:

\$857,439.49

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 1/5/22

Ready for final payment (days or date): 1/5/22

Increase from previously approved Change Orders to No. 2:

Substantial completion (days): 7

Ready for final payment (days): 7

Contract Times prior to this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Increase of this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

14. CONSIDERATION TO HIRE CINDY PERKINS AS A DEPUTY CLERK – ACCOUNT PAYABLE IN THE FINANCE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Cindy Perkins as a Deputy Clerk/Accounts Payable in the Finance Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF THE PROMOTION OF BILL FLOWERS TO THE RANK OF LIEUTENANT AND TRENT HELMS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Bill Flowers to the rank of Lieutenant and Trent Helms to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE LASHONDA WILSON AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Lashonda Wilson as an Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE KAVIE FRAZIER AS A DRIVER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Kavie Frazier as a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ENTER INTO A SERVICE PROPOSAL WITH SYNERGETICS FOR NETWORK SERVICES AND TRAINING RELATING TO THE NEW PHONE SYSTEM TO BE PAID IN THREE MONTHLY PAYMENTS FOR A TOTAL OF \$25,000.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a service proposal with Synergetics for network services and training relating to the new phone system to be paid in three monthly payments for a total of \$25,000” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO DECLARE A 2007 FORD CROWN VICTORIA, SERIAL NUMBER ENDING 1897, A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7321 AND A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7333 AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2007 Ford Crown Victoria, serial number ending 1897, a 2010 Ford Crown Victoria serial number ending 7321 and a 2010 Ford Crown Victoria Serial number ending 7333 and to sell on govdeals.com to the best or highest bidder” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE A COVERT CAMERA BAIT CAR SYSTEM AT THE LOWEST OF TWO QUOTES FROM COVERT TRACK GROUP INC. AT A TOTAL COST OF \$7,035.00, WHICH IS 100% REIMBURSABLE THROUGH THE HOT SPOT JUSTICE ASSISTANCE GRANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a covert camera bait car system at the lowest of two quotes from Covert Track Group Inc. at a total cost of \$7,035.00, which is 100% reimbursable through the Hot Spot Justice Assistance Grant” is enumerated, this consent item is thereby approved.

Quotes Received: Covert Track Group - \$7,035.00 and Cover Law Enforcement - \$7,900.00

21. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AND INITIATE TASK ORDER #1.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a professional service agreement with Seven States Power Corporation for consulting services and initiate task order #1” is enumerated, this consent item is thereby approved. This Agreement follows this page.

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$11,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$11,000.00” is enumerated, this consent item is thereby approved.

Quotes Received: SEL - \$ 11,000.00 and Hawk SCADA - \$12,650.00

23. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a professional service agreement with Kimley-Horn and Associates to provide engineering services for water and sewer projects” is enumerated, this consent item is thereby approved. The Kimley-Horn Agreement follows the Seven States Agreement.

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into as of the 16th day of November, 2021, by and between **STARKVILLE UTILITIES** (hereinafter referred to as "**Member**"), an electric system of the City of Starkville, Mississippi and **Seven States Power Corporation**, a nonprofit cooperative corporation organized and existing under the laws of the State of Tennessee (hereinafter referred to as "**Seven States**").

WITNESSETH:

WHEREAS, MEMBER from time to time requires consulting services in connection with aspects of the management and operation of its utility system; and

WHEREAS, SEVEN STATES is willing to provide consulting services as MEMBER's consultant in those assignments to which this Agreement applies,

NOW, THEREFORE, MEMBER and SEVEN STATES mutually agree as follows:

1. Pursuant to the terms and conditions of this Agreement, SEVEN STATES shall perform the consulting services, in the nature of project management and/or project coordination, on such projects as are more particularly described on any one or more Scope of Work Addenda now or hereafter completed and executed by MEMBER and SEVEN STATES (the "Services"), which Scope of Work Addenda may be in the form as attached hereto as **Exhibit A**, and which indicate that they otherwise are intended to be governed by this Agreement. Each Scope of Work Addendum executed between the Parties will be deemed to be a separate contract, incorporating the terms of this Agreement. The Services provided under this Agreement do not include any licensed professional services including, by way of example, accounting, engineering, construction, or legal services. In the course of performing the Services, MEMBER agrees that it hereby vests SEVEN STATES with authority to contact, engage with, communicate with, and negotiate with, on behalf of MEMBER, third-parties, including but not limited to the Tennessee Valley Authority and governmental offices, departments, and authorities; provided however, nothing in this authorization permits SEVEN STATES to enter into any contracts or other binding legal obligations on behalf of MEMBER.

2. In consideration of the Services performed by SEVEN STATES under this Agreement, MEMBER shall pay SEVEN STATES as set forth in the applicable Scope of Work Addendum.

3. SEVEN STATES will invoice MEMBER for progress payments as set forth in the applicable Scope of Work Addendum, provided that the final progress payment shall not be due until such time as the applicable portion of the scope of work is complete in all material respects. Invoices submitted by SEVEN STATES to MEMBER are due and payable within thirty (30) days of receipt of same by MEMBER. Fees charged by Seven States are exclusive of, and MEMBER is responsible for (and Seven States may invoice Member for), any federal, state, and local taxes on the services provided

under this Agreement (except for any federal, state or local taxes levied on the income of SEVEN STATES). This Agreement may be suspended by SEVEN STATES without notice if payment is sixty (60) days in arrears or it may be terminated by SEVEN STATES if payment is ninety (90) days in arrears.

4. All invoices shall be sent to:

200 North Lafayette Street
Starkville, MS 39759

5. SEVEN STATES shall indemnify and hold harmless MEMBER, its board members (or members of its governing body), management and employees from and against all costs (including and not limited to attorneys' fees and expenses), claims, suits, actions, causes of action, orders, judgments, and decrees entered by reason of or as a result of the negligent performance or failure of SEVEN STATES to perform its Services under this Agreement.

6. Title VI: SEVEN STATES agrees that it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by MEMBER to the effect that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or denied the benefits of, or be subject to discrimination under any program or activities for which MEMBER received Federal Financial Assistance. SEVEN STATES agrees to compile appropriate data, maintain records, and submit reports as required to permit effective enforcement of Title VI. If there are any violations of this assurance, MEMBER shall have the right to recommend corrective actions or to seek administrative enforcement of this assurance.

7. SEVEN STATES shall maintain during the life of this Agreement, the following insurance covering SEVEN STATES and all employees utilized by SEVEN STATES during the term of this Agreement.

- A. Worker's Compensation and Employers' Liability Insurance - providing coverage in compliance with the laws of the State of Tennessee and with Employers Liability limits sufficient to be scheduled as covered an underlying policy in the umbrella/excess.
- B. Comprehensive General Liability (Bodily Injury and Property Damage) Insurance on an occurrence basis including personal and advertising injury, in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate.
- C. Automobile Liability Insurance covering any auto – Bodily injury and property damage combined single limit - \$1,000,000.00 on each occurrence.

8. Either MEMBER or SEVEN STATES may terminate this Agreement with or without cause by giving the other party thirty (30) days' notice that shall specify the date of termination; and either party may terminate any one or more specific Scope of

Work Addenda in accordance with this provision, in which case any additional outstanding Scope of Work Addenda will be deemed to be continuing in effect as separate contracts. Upon termination of this Agreement by MEMBER without cause or by SEVEN STATES with cause, SEVEN STATES may cease performance of the Services and shall be entitled to payment (to the extent not already received) in the following amounts:

- A. For Services performed on an hourly basis, 100% of the fees due for Services actually performed through the date of termination, at the agreed hourly rate based on SEVEN STATES' reasonable estimate of the time incurred through the date of termination, but in no event to exceed any "not to exceed" amount for such Services forth in the applicable Scope of Work Addendum.
- B. For Services performed on a "fixed fee" basis, an amount equal to one of the following, as determined by SEVEN STATES: (i) an amount determined by multiplying the fixed fee assigned to each Service by the percentage of completion of each Service through the date of termination, as reasonably determined by SEVEN STATES; or (ii) an amount determined by multiplying SEVEN STATES' reasonable estimate of the time incurred for such Services through the date of termination by an hourly rate of \$250 per hour, but in no event to exceed the fixed fee pricing for each such Service as set forth in the applicable Scope of Work Addendum.
- C. SEVEN STATES shall also be entitled to an additional termination fee equal to [INSERT APPROPRIATE PERCENTAGE ____] percent of the "not to exceed" and/or fixed fee amounts set forth in the applicable Scope of Work Addendum, but in no event will the total payment to SEVEN STATES under A. and/or B. and this provision exceed the amounts set forth in the applicable fee provisions of the applicable Scope of Work Addendum.
- D. 100% of any out-of-pocket expenses incurred by SEVEN STATES in the course of performing the Services through the date of termination (including customary reimbursements for expenses such as mileage and meals/travel expenses), and any taxes payable by MEMBER hereunder.

In the case of termination by MEMBER with cause or by SEVEN STATES without cause, SEVEN STATES shall only be entitled to compensation in an amount equal to the reasonable value of Services provided prior to termination, not to exceed the amounts set forth in the applicable Scope of Work Addendum.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. This Agreement and any applicable authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

10. Neither MEMBER nor SEVEN STATES may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. It is expressly understood that SEVEN STATES is an independent contractor and that nothing in this Agreement shall be construed to designate SEVEN STATES or any of SEVEN STATES' principals, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of MEMBER. The independent contractor relationship established under this Agreement is non-exclusive, and nothing in this Agreement will operate to prohibit SEVEN STATES from providing similar services to other members of SEVEN STATES or to other local power companies.

13. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS OF LOSS OF USE, DATA, PROFITS OR REVENUE OR OTHER ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. SEVEN STATES retains exclusive title and ownership of all deliverables provided under the scope of work and/or purchase order. The work performed herein shall not be considered "work for hire" and SEVEN STATES grants MEMBER a personal, nontransferable, nonexclusive license to use the deliverables for internal business purposes only.

15. To the extent that the Services provided under this Agreement involve consultation in connection with the design, development or implementation of a solar generation project or an electric vehicle charging infrastructure project, MEMBER grants SEVEN STATES the right to access, upon reasonable request and at no additional cost to MEMBER, all data relating to power supply generation (in the case of a solar project) and electric vehicle charging station utilization and energy consumption (in the case of electric vehicle charging infrastructure) for the term of this Agreement. The rights of access under this section shall survive termination, expiration and/or completion of this Agreement and shall continue for so long as the applicable project is in commercial operation. MEMBER grants SEVEN STATES a personal, nontransferable, nonexclusive license to use such information for its internal business purposes. Notwithstanding the provisions of Section 16, below, SEVEN STATES may also use such information in connection with analysis, reports, presentations and other publications that are provided

or made available to one or more third parties, so long as such information is provided on an anonymous or aggregated basis and is not readily identifiable with MEMBER or MEMBER's solar or electric vehicle infrastructure project.

16. To the extent that SEVEN STATES assists MEMBER with soliciting responses to a request for proposals, request for information or other similar procurement document, SEVEN STATES further agrees, to the extent permitted by applicable law, to comply with any limitations on the use of the responding parties' confidential information that SEVEN STATES and MEMBER specify in the applicable request for proposals, request for information or other similar document.

17. This Agreement may be executed in multiple counterparts and by electronic (or facsimile) signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

MEMBER Requisition Number: _____

Initiated by
MEMBER Project Manager: _____
Date: _____
(Print Name)

Department Approval
MEMBER Department Manager: _____ Date: _____

(Signature)

(Print Name)

ACCEPTED BY:

SEVEN STATES POWER CORPORATION

By : Betsey Kirk McCall Date: November 18, 2021
(Signature)

Betsey Kirk McCall

(Print Name)

Its : President & CEO

(Title)

AUTHORIZATION BY:

STARKVILLE UTILITIES

By : [Signature] Date: Nov. 17, 2021
(Signature)

TERRY W KEMP
(Print Name)

Its : General Manager
(Title)



**TASK Order #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Professional Services Agreement between Starkville Utilities (Member) and Seven States Power Corporation (Seven States), dated [Month Date, Year] ("Agreement"), Member and Seven States agree as follows:

1. **Specific Project Title:** Starkville Utilities Assessment of Options under the TVA Flexibility Agreement.
2. **Description:** This Task Order is to provide Starkville Utilities an assessment of options under the TVA Flexibility Offering and to provide recommendations regarding participation in the program.
3. **Scope of Services:** The scope of services includes the assessment of current and potential future options for Starkville Utilities under the TVA Flexibility Option and the preparation by Seven States of a Flexibility Assessment and Recommendations Report for Starkville Utilities.
4. **Client's Responsibilities:** As indicated in Professional Services agreement and to provide input and load profile information as needed.
5. **Not Included:** Travel expenses.
6. **Schedule:** Upon signature of this Task Order Seven States will deliver the Flexibility Generation Assessment and Recommendations Report within four (4) Weeks.

7. Payment to Seven States:

- a. Seven States proposes to perform this Task Order on a lump sum basis. The total compensation to Seven States for the services identified by this Task Order shall be identified by the table below:

Work Item	Fee
Flexibility Assessment and Recommendations Report	\$3,000

- b. Amounts included in the table above are "Not to Exceed" amounts unless Member and Seven States mutually agree in writing to amend the scope and associated fee.
 - c. If Member and Seven States agree to stop work on Task Order, hours completed will be billed at \$250/hr.
- 8. Travel:** Seven States does not anticipate that travel will be required.
- a. Travel Expenses are in addition to the "Not to Exceed" amount and will be included only if Member and Seven States mutually agree in writing that travel is required.
 - b. Travel expenses are billed at cost plus 5%.
- 9. Subconsultants:** Seven States does not intend to utilize subconsultants on this Task Order.

10. Other Amendments to Professional Services Agreement: None.

SEVEN STATES POWER CORPORATION

By: Betsy Kirk McCall Date: November 18, 2021
(Signature)

Betsey Kirk McCall
(Print Name)

Its: President & CEO
(Title)

STARKVILLE UTILITIES

By: [Signature] Date: Nov. 18, 2021
(Signature)

TERRY W KEMP
(Print Name)

Its: General Manager
(Title)

**(MODIFIED) STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between STARKVILLE UTILITIES ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

AGREEMENT

- (1) **Scope of Services and Additional Services.** The Consultant will perform only services set forth in IPO's ("the Services"). 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 the performance of 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. The services to be provided under this agreement are anticipated (but not limited) to include planning and design services related to water and sewer improvements. Each task will be scoped within the IPO describing the agreed upon services to be performed and will be supplied with a not-to-exceed amount for the task. Tasks can only be engaged in through written authorization from the Client's authorized representative.
- (2) **Client's Responsibilities.** In addition to other responsibilities in this Agreement 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 Client 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, and environmental information, etc., all of which the Consultant may rely upon.
 - (d) Provide for access to the project 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 for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant 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. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 45 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 in full.

(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 any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 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 billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. 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 the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO 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 the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. 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 the IPO. 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.

(7) 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 the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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 will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) 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.

(10) Omitted.

(11) Omitted.

(12) 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 responsibility 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.

(13) 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.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(15) Hazardous Substances. 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.

(16) 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.

(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 for 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.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the 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, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby 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. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State in

which the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede 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 document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. 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.

The parties have made and executed this Agreement as of the day and year first above written.

CLIENT: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: David L. Martin

ITS: _____

ITS: SENIOR VICE PRESIDENT

ATTEST: _____

ATTEST: Elizabeth Johnson

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between KIMLEY-HORN AND ASSOCIATES, INC. (the Consultant), and STARKVILLE UTILITIES (the Client) in accordance with the terms of the (Modified) Standard Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:

Project Name:
KH Project Manager:
Project Number:

Specific scope of Basic Services:

Additional Services if required:

Schedule:

Deliverables:

Terms of compensation:

Other special terms of Individual Project Order:

ACCEPTED:

STARKVILLE UTILITIES

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill congratulated the MSU football team on their recent win over Auburn. The Mayor encouraged all to attend See the Clydesdales December 3 at 6 p.m. on Main Street.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked everyone that assisted with Bulldog Bash and in making it a fun and safe event.

Alderman Rupp invited the public to a guitar concert Thursday, November 18 at 6 p.m. at the Starkville Community Theater to hear youth play guitars they built themselves.

Alderman Beatty noted the new Christmas decorations on Main Street and thanked all that participated in obtaining them.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, encouraged all to be safe during the holiday season and to take care of their neighbors.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 21-10 AND SE 21-09: A REQUEST FOR A VARIANCE AND SPECIAL EXCEPTION FROM WALL SIGN REQUIREMENTS FOR THE INNOVATION HUB LOCATED AT 301 EAST MAIN STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 118P-00-210.00.

Daniel Havelin, City Planner, and Odie Avery, Assistant City Planner, presented VA 21-10 and SE 21-09: a request for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00. This is a request by Marc McGee of Mississippi State University Research and Technology Corporation on behalf of Innovation HUB for a variance on wall sign size requirements and a special exception to allow for an internally illuminated sign. The applicant is proposing to install an internally lit "M State" sign on the north (rear) and south (front) sides of the building. The front elevation of the building is approximately 65 feet from the right-of-way. The variance request is from the height of both signs and the height of the font of both signs. The proposed wall signs exceed the maximum dimensions of 3' tall and the maximum font height of 18". The applicant is also seeking a special exception to deviate from the development requirements to allow for an internally illuminated sign in a T-5D zoning district.

Mayor Spruill opened the Public Hearing.

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

24. CONSIDERATION OF VA 21-10 AND SE 21-09.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion approving VA 21-10 and SE 21-09 to allow for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street. 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: Absent

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

25. CONSIDERATION OF A RESOLUTION TO ENGAGE KIMLEY-HORN FOR THE PURPOSE OF THE REDESIGN AND CONSTRUCTION OF MAIN STREET FROM CITY HALL TO INCLUDE MONTGOMERY STREET INTERSECTION AND TO PUT DANIEL HAVELIN IN CHARGE OF THE PROJECT WITH A COMMENSURATE PAY INCREASE FOR ADDITIONAL JOB RESPONSIBILITIES.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving a resolution supporting the engagement of Kimley-Horn to design and provide construction drawings for the redesign and development of downtown Starkville from city hall to and including Montgomery Street and to designate Daniel Havelin as the point person with a commensurate salary of \$78,000 for the duration of the project to its completion. 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 resolution follows this page.

26. CONSIDERATION OF A CONTRACT WITH PARK MOBILE FOR A PAID PARKING SOLUTION FOR THE AREAS BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED-USE DEVELOPMENT.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion entering into an agreement with Park Mobile to provide paid parking from Montgomery Street east to the Cotton District, Russell Street and areas that include retail and residential mixed use. 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 Park Mobile Contract follows the Kimley-Horn resolution

RESOLUTION TO SUPPORT THE REDESIGN AND RECONSTRUCTION OF MAIN STREET IN STARKVILLE AND TO ENGAGE KIMLEY HORN TO DEVELOP A FINAL DESIGN AND CONSTRUCTION DOCUMENTS TO EFFECTUATE THAT PLAN AND TO APPOINT CITY PLANNER, DANIEL HAVELIN AS THE CITY POINT OF CONTACT FOR ALL PHASES OF THE PROJECT THROUGH TO COMPLETION

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

1. Main Street from City Hall located at 110 West Main Street to Montgomery Street is a vital economic and social corridor and is necessary for the future development, growth and prosperity in the City of Starkville.
2. The development and growth of Main Street must be designed to create spaces where the core of the city incentives flow leading to and from our central business and entertainment districts to the City’s largest employer, Mississippi State University.
3. The proposed project will create new opportunities and spaces along Main Street to foster growth and encourage development and activity that haven’t seen redevelopment in the past 25-50 years.
4. The redevelopment of Main Street in conjunction with the redevelopment of Highway 182 will combine to acknowledge and affirmatively establish the emphasis on central locations in downtown needed for Starkville to thrive and provide the best opportunity for the City as a whole to advance toward a prosperous and dynamic future.
5. The redesign and development of Main Street will hinge on the support of the downtown business community and their understanding that the process will require small, short-lived inconveniences and sacrifices for the long term greater good and Starkville’s elected officials recognize these short-term inconveniences are necessary to support sustainable growth and excellence in the downtown central business district.
6. The redesign and development will require a dedicated team of professionals to see this project through, keep the public informed and work through the hardships of construction by thinking critically about managing and mitigating adverse daily impacts.
7. The leader of the team shall be the current city planner, Daniel Havelin, who shall serve as a City point of contact and who understands design and landscape architecture and the impact this project will have on the future of Starkville as a university community.
8. In that role and as part of that critical project, he will be compensated for additional duties and responsibilities that exceed his existing job duties as determined by the Board of Aldermen and Mr. Havelin has agreed to such additional workload and responsibilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen intends to move forward to seek a final redesign and construction plan of Main Street/University Drive beginning at City Hall and extending to and including Montgomery Street intersection with Kimley Horn as the design consultants through to construction documents and that Daniel Havelin shall be the city project point of contact for the coordination and development of the project through to its conclusion. The final redesign and construction plan shall be presented to the Board of Aldermen by Kimley Horn for the Board's consideration in a subsequent meeting.

After discussion, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A.' Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the ____ day of November, 2021

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Starkville, a Mississippi municipality, with offices at 110 W Main St, Starkville, MS 39759 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS

Client		ParkMobile	
Legal Name:	City of Starkville	Legal Name:	Parkmobile, LLC
Contact:	Lynn Spruill	Sales Rep:	Brooke Bustle
Email:	l.spruill@cityofstarkville.org	Email:	brooke.bustle@parkmobile.io
Phone:		Phone:	850-321-2074
Address:	City of Starkville 110 W Main St Starkville, MS 39759	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices: with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .	

SERVICE TERMS

Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations

Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Mississippi
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

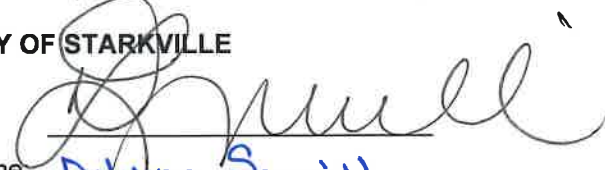
IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.35	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF STARKVILLE

By: 
 Name: D. Lynn Spruill
 Title: Mayor
 Date: 11-17-2021

PARKMOBILE, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS****1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Reserved.**
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any

other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

- 3.1 Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.
- 3.2 Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.
- 3.3 Effect of Client Failure or Delay.** ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

- 4.1 Scheduled Maintenance.** ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.
- 4.2 Client Support.** ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

- 4.3 End-User Support.** ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

- 5.1 General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.
- 5.2 Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

- 6.1 Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.
- 6.2 Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- 6.3 ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.
- 6.4 ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- 6.5 ParkMobile User Data.** ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or

(iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. ParkMobile may increase Fees for any contract year, by providing written notice to Client at least sixty (60) calendar days written notice.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. RESERVED.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY

OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted

or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Mississippi, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any



ParkMobile Service Agreement

Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation

parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

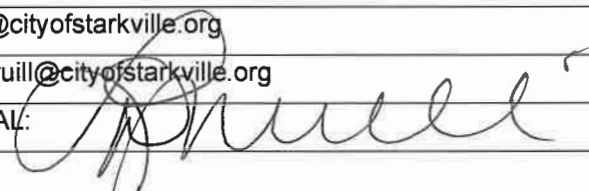
All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.



**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME: City of Starkville
ADDRESS: 110 West Main Street
CONTACT PERSON: Lynn Spruill
TELEPHONE NUMBER: 662-323-2525
PRIMARY FINANCE CONTACT EMAIL: l.hardin@cityofstarkville.org
SECONDARY FINANCE CONTACT EMAIL: l.spruill@cityofstarkville.org
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL: 

FINANCIAL INSTITUTION INFORMATION

BANK NAME: The First (effective Dec. 6, 2021)
ADDRESS: P O Box 15549 Hattiesburg, MS 39401
CONTACT PERSON:
TELEPHONE: 1-855-257-2265
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER: 065303360
DEPOSITOR ACCOUNT TITLE: City of Starkville General Fund
DEPOSITOR ACCOUNT NUMBER: 00-13611942
TYPE OF ACCOUNT: Checking
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

27. CONSIDERATION OF STRIKING THE INSURANCE SURCHARGE OF \$75 PER MONTH FROM THE CITY'S COVID-19 EMPLOYEE VACCINATION POLICY.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to strike the insurance surcharge of \$75 per month from the City's Covid-19 employee vaccination policy. 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: Nay
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.

Alderman Rupp, duly seconded by Alderman Beatty, then offered a motion to postpone until February 1, 2022, the application of the \$75 insurance surcharge to be paid by unvaccinated employees in the City's Covid-19 employee vaccination policy. The Board voted as follows:

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

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

28. 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 November 8, 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. 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	\$ 490,914.05
Airport Fund	015	24,937.05
Sanitation	022	68,263.79
Public Improv Bonds - 2018	319	51,692.05
Park and Rec Tourism	375	10,766.00
Park Bond - 2020	380	28,891.27

Sub Total Before Utilities		\$ 675,464.21
Utilities Dept.	SED	1,757,496.07
Total Claims	Total	\$ 2,432,960.28

29. MOTION TO ADJOURN UNTIL DECEMBER 7, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to adjourn the meeting until December 7, 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
December 3, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, December 3, 2021 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. Deputy City Clerk Joanna McLaurin 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 City Engineer Edward Kemp who presented and discussed the proposed capital improvement four year plan for the Board term ending 2025 and reported on the status of the current bridge projects.

The Mayor and members of the Board discussed items on the upcoming December 7, 2021 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 21st DAY OF DECEMBER 2021.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA McLAURIN, DEPUTY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, DECEMBER 3, 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.



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

December 3, 2021

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF THE PROPOSED CAPITAL IMPROVEMENT FOUR (4) YEAR PLAN FOR THE BOARD TERM ENDING 2025 AND REPORT ON THE STATUS OF THE CURRENT BRIDGE PROJECTS BY THE CITY ENGINEER**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE DECEMBER 7, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 21, 2021
PAGE: Page 1 of 6

SUBJECT:

Public hearing and consideration of VA 21-11 a request for variances on setback and wall height requirements for several lots located at The Preserve at Huntington Park in a SD-6 zoning district.

SUMMARY:

This is a request by David Jackson on behalf of Jackson Construction LLC for a variance from side setbacks and fence height for front yard on a corner lot for lot 301, 307, 308, 314, 315, 321, 322, 328, 345, and 346 within the Preserve at Huntington Park subdivision located at west end of Huntington Drive in an SD-6 zoning district. On Lots 345 and 346 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 15'. On Lots 301, 307, 308, 314, 315, 321, 322, and 328 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 20'. The applicant is also requesting a variance to increase the maximum fence height from 3 ½ feet to up to 8 feet within the side setback adjacent to the street of a corner lot for Lots 301, 307, 308, 314, 315, 321, 322, 328, 345 and 346.

Variance #1: Section 6.3.4 Base Dimensional Standards. Variance to reduce the side setback corner lot in a SD-6 zoning district from 25' to 15'. This request applies to the following lots: 1. Lot 346 as shown on The Preserve at Huntington Park- Phase I Part 1 Final Plat 2. Lot 345 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

Variance #2: Section 6.3.4 Base Dimensional Standards. Variance to reduce the side setback corner lot in a SD-6 zoning district from 25' to 20'. This request applies to the following lots: 1. Lots 314 and 321 as shown on the Huntington Park Subdivision Phase 8- Part 9 Final Plat. 2. Lots 301, 307, 308, 315, 322, and 328 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

Variance #3: Section 13.9.1.B.6 Fences. Variance to increase the maximum fence height from 3 ½ feet to up to 8 feet within the side setback adjacent to the street of a corner lot. This request applies to the following lots: 1. Lots 314, 321, and 346 as shown on The Preserve at Huntington Park- Phase I Part 1 Final Plat 2. Lots 301, 307, 308, 315, 322, 328, and 345 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

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

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on November 23, 2021.
3. A sign was posted on the property in a conspicuous location.

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

At the December 15, 2021 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 21-11 to allow for a variance on setback and wall height requirements for several lots located at The Preserve at Huntington Park.



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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 21-11 a request for variances on setback and wall height requirements for several lots located at The Preserve at Huntington Park in a SD-6 zoning district.
Date: December 15, 2021

The purpose of this report is to provide information regarding Variance Request by David Jackson on behalf of Jackson Construction LLC for a variance on setback and wall height requirements for several lots located at The Preserve at Huntington Park subdivision in a SD-6 zoning. Please see attachments 1- 3.

BACKGROUND INFORMATION

Jackson Construction LLC is requesting a variance from side setbacks and fence height for front yard on a corner lot for lot 301, 307, 308, 314, 315, 321, 322, 328, 345, and 346 within the Preserve at Huntington Park subdivision located at west end of Huntington Drive in an SD-6 zoning district. On Lots 345 and 346 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 15'. On Lots 301, 307, 308, 314, 315, 321, 322, and 328 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 20'. The applicant is also requesting a variance to increase the maximum fence height from 3 ½ feet to up to 8 feet within the side setback adjacent to the street of a corner lot for Lots 301, 307, 308, 314, 315, 321, 322, 328, 345 and 346.

VARIANCE REQUESTS

Variance #1: Section 6.3.4 Base Dimensional Standards. Variance to reduce the side setback corner lot in a SD-6 zoning district from 25' to 15'. This request applies to the following lots: 1. Lot 346 as shown on The Preserve at Huntington Park- Phase I Part 1 Final Plat 2. Lot 345 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

Variance #2: Section 6.3.4 Base Dimensional Standards. Variance to reduce the side setback corner lot in a SD-6 zoning district from 25' to 20'. This request applies to the following lots: 1. Lots 314 and 321 as shown on the Huntington Park Subdivision Phase 8- Part 9 Final Plat. 2. Lots 301, 307, 308, 315, 322, and 328 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

Variance #3: Section 13.9.1.B.6 Fences. Variance to increase the maximum fence height from 3 ½ feet to up to 8 feet within the side setback adjacent to the street of a corner lot. This request applies to the following lots: 1. Lots 314, 321, and 346 as shown on The Preserve at Huntington Park- Phase I Part 1 Final Plat 2. Lots 301, 307, 308, 315, 322, 328, and 345 as shown on the Huntington Subdivision Phase 9 Preliminary Plat approved by the Board of Aldermen on May 15, 2018

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.

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

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

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

NOTIFICATION:

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

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on November 23, 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

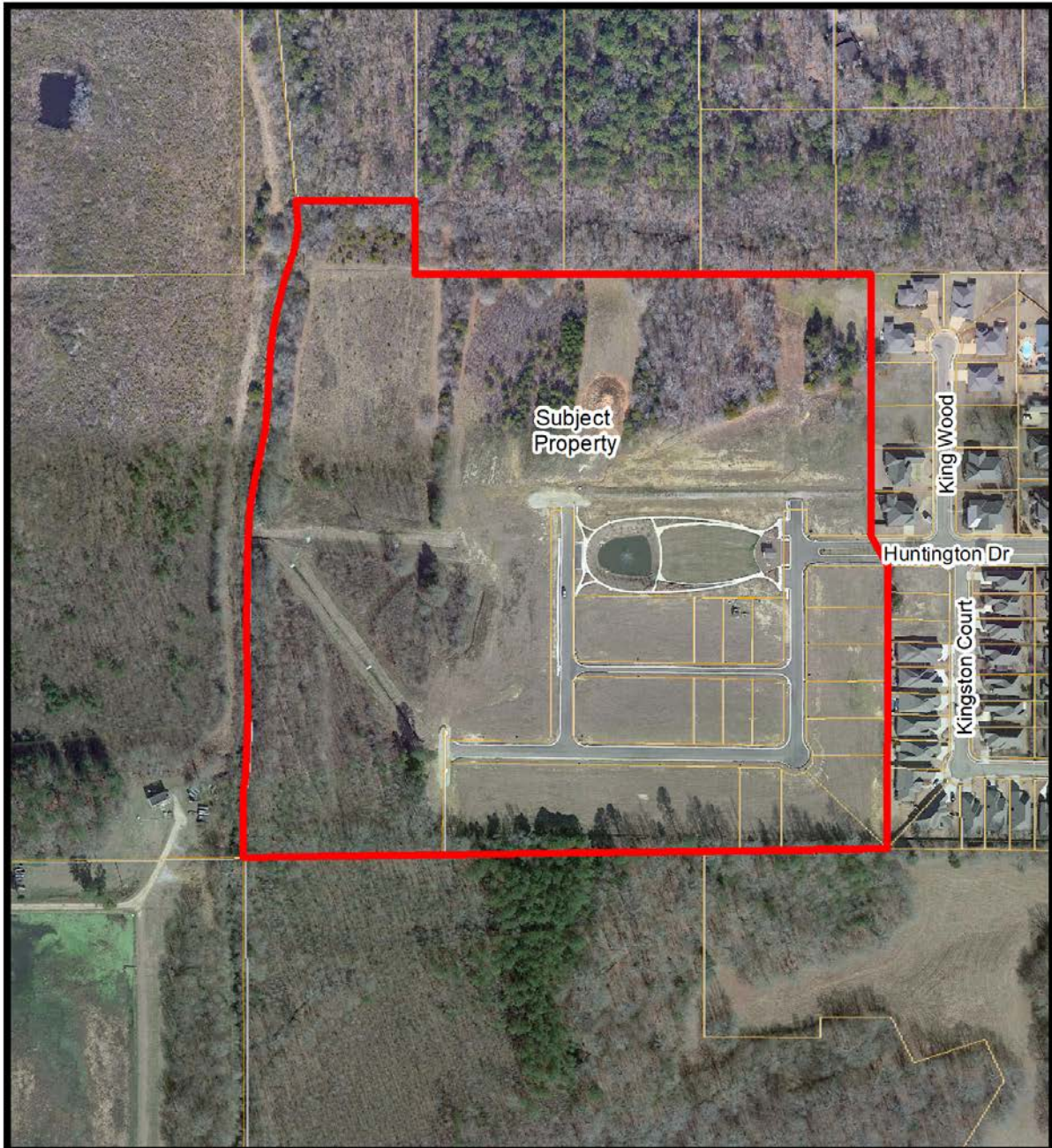
ANALYSIS

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

CONDITIONS OF APPROVAL

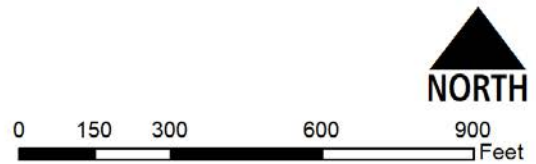
Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 21-11 Aerial

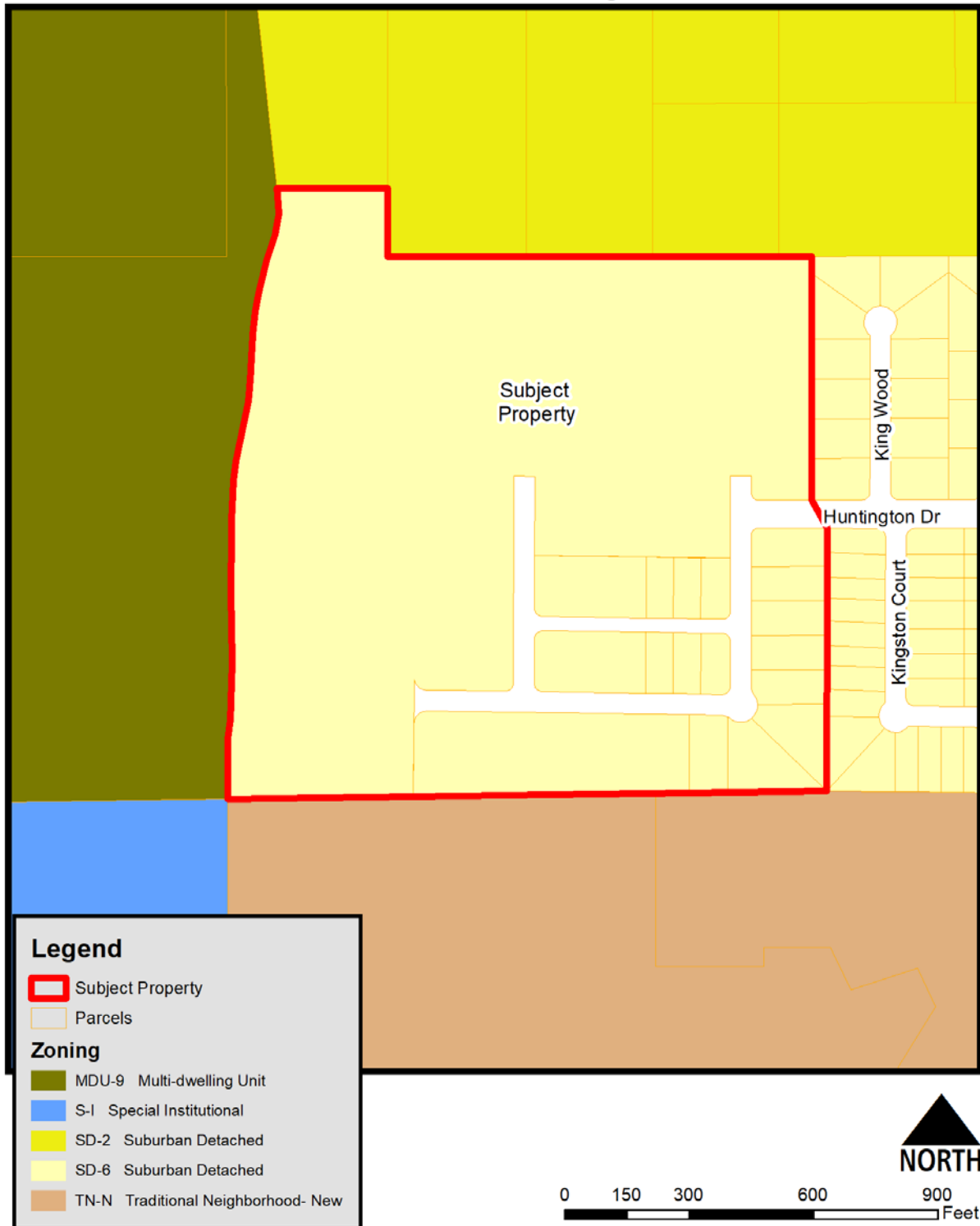


Legend

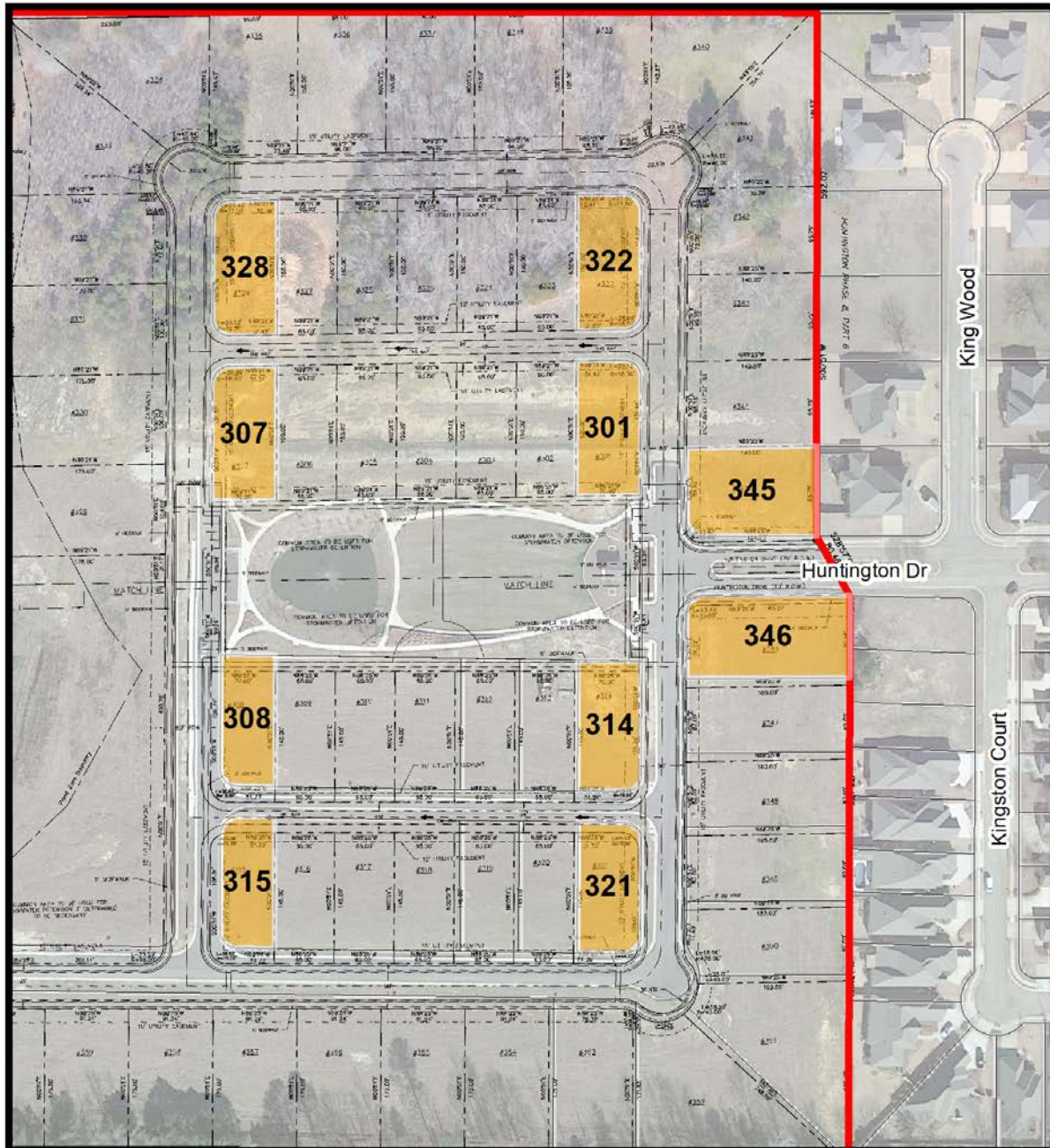
-  Subject Property
-  Parcels



Attachment 2
VA 21-11 Zoning



Attachment 3
VA 21-11 Variance Lot Locations



Legend

- Variance Lots
- Subject Property
- Parcels



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Feet



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 21, 2021
PAGE: Page 1 of 26

SUBJECT:

Second Public Hearing and Consideration for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted in December of 2019 and last amended on April 20, 2021. The proposed amendments are as follows:

UDC Section Number	Description of Revision
3.4.1	Changed "Development Requirements" to "Development Standards" for Special Exceptions
3.8	Added Criteria for Administrative Appeal
3.10.4.D.4	Changed "Administrative Appeal" process for Architecture Review to be reviewed by Planning and Zoning Commission prior to Board of Aldermen
4.5	Changed procedure and notification requirement for annexed areas to align with State law.
13.3.6.B	Added "Recreational Vehicle Parks" as Special Exception/Use Exception in C zoning districts
13.7.11	Added sound requirements to "Food Trucks"
14.6	Updated Development Standards chart to allow for "Monument Signs" in Form-Based Districts
14.6.2	Added "Monument Sign" type as Permitted with Additional Standards for T-5C, T-5D, and T-5U
14.7.10.D.3	Added Additional size options for "Yard Signs" in non-residential and mixed-use zones.
14.6 and 14.7.11.E	Removing the word "pendants" from title
17.6	Added Rental Housing Code
18	Adding and Updating Definitions

This is the second a total of two public hearings with the Board of Aldermen.

Both Public hearings were advertised on November 16, 2021 and December 2, 2021 in the Starkville Daily News.

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:

ORDINANCE NO. 2021-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
THE UNIFIED DEVELOPMENT CODE**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold two public hearings as described in the proof of publication of the notices of hearings which is appended to the Minutes, in connection with the proposed amendment of the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings were given as required by law and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 3, 4, 13, 14, 17, and 18 of the Unified Development Code of the City of Starkville shall be amended as provided herein-above.

SECTION 2. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 3. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted:
Alderman Sandra C. Sistrunk	Ward 2	Voted:
Alderman Jeffrey Rupp	Ward 3	Voted:
Alderman Mike Brooks	Ward 4	Voted:
Alderman Hamp Beatty	Ward 5	Voted:
Vice Mayor Roy A'. Perkins	Ward 6	Voted:
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted:

ORDAINED AND APPROVED, this the 21st day of December, 2021, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

DRAFT

Proof of Publication of the Notices

AFFP

UDC - Notice - BOA - 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 16, 2021, December 02, 2021

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and Chapter 30 of Code of Ordinances. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, adding criteria for Administrative Appeals, changing the process for Administrative Appeals, adding use of RV Parks in C Zoning Districts, adding sound requirements for food trucks, allowing for monument signs in form-based districts, adding size options for yard signs in non-residential zones, adding Rental Housing Code, and updating definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18. The amendments to the Code of Ordinance include but are not limited to: Updating Article II Transient Vendors in Chapter 30 and adding Article III Mobile Food Vendor to Chapter 30.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on December 7, 2021 and the second hearing on December 21, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the hearings interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information, please contact Daniel Havelin, City Planner or Odie Avery, Assistant City Planner.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Publish
November 16, 2021
December 2, 2021

Subscribed to and sworn to me this 2nd day of December 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi

My commission expires: September 30, 2023



00000131 00095369 662-323-4961

Lesia Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

Section 3. Procedures & Processes

3.4. Special Exception

1. Special exceptions shall include any building, sign, accessory structure, or site feature associated with the use that is being altered or built and is not permitted by right in a zoning district. Special exceptions shall follow the additional design standards associated with a use that shall be adhered to as a part of the approval unless specifically removed as part of approval. A special exception shall also include any request to deviate from the Use Standards, Development requirements, **Standards**, Subdivision Standards, or Base Dimensional Standards that are non-dimensional in nature.

2. The purpose and intent of this article is to ensure that special exceptions shall only be permitted on sites where the proposed building, sign, accessory structure, or site associated with the use may be adequately accommodated, without generating adverse impacts in the area of the proposed special exception. The determination of need for a special exception shall be made by the City Planner. A special exception shall be permitted only upon a finding by the Planning and Zoning Commission and the Board of Alderman in compliance with the procedures and criteria set forth below:

3.4.1. Criteria for special exception review and approval in all zoning districts.

- A. **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.
- B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
- C. **Immediate neighborhood impact.** The proposed structure and use are 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.

Availability of public services. The proposed structure and use are adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.

- D. **Site plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission only if the proposed development meets the requirements for site plan review. 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.

- F. **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.

- G. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

- H. **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.

3.4.2. Additional Criteria for special exception review and approval in form-based districts

- A. The special exception request shall be consistent with the intent of the form-based districts.

3.4.3. Review procedures.

- A. **Application.** All applications for a special exception shall be in the form required and provided by the City Planner. Completed application packages are due by 5:00 p.m. on the deadline date as set forth by the approved Planning and Zoning Commission schedule. Such applications shall be submitted to the City Planner together with the fee

Section 3. Procedures & Processes

which exceed that paid at the time of application shall be billed and paid by the applicant prior to the Board of Adjustment and Appeals' public hearing.

- G. Appearance and presentation.** At any public hearing upon any matter subject to the provisions of this article, the applicant seeking the variance and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of the Board of Adjustment and Appeals shall, at the commencement of the hearing upon each application or at any time during such hearing, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

- H. Action.** If approval or denial is recommended by the Board of Adjustments and Appeals, that recommendation and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision.

- I. Appeal.** Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

- 3-7.4. Conditions of approval.** The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a variance shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

3-7.5. Variance requests related to sidewalk installation.

- A. Criteria for sidewalk variance review and approval.**
1. The review and approval of all sidewalk variances except in form-based zoning districts shall be based on criteria as listed in Section 3-7.1.
 2. The review and approval of all sidewalk variances in form-based zoning districts shall be based on criteria as listed in Section 3-7.1 and Section 3-7.2.

- B. Requirements for variance approval.** Where the Board of Aldermen determine that construction of sidewalks would not be feasible and grant a variance to the sidewalk requirements, one of the two (2) options shall be required:
1. **Fee in Lieu.** A fee shall be paid prior to issuance of a Certificate of Occupancy or Final Plat to cover the cost of constructing a required sidewalk. The fee shall be equal to installation cost of the sidewalks based on unit prices. The unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT). The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer. All fee in lieu payments shall be deposited into a sidewalk specific account to be used for the sole purpose of design and construction of new sidewalks or the replacement of existing sidewalks in areas of the city where the existing sidewalk system can be extended or completed.

2. **Alternate Sidewalk Route.** The applicant shall construct a sidewalk within the area of the project that is of equal or greater size than the required sidewalk. The location of the alternate sidewalk route shall be as determined by the City Engineer. If an alternate sidewalk route cannot be agreed upon, the fee in lieu option shall be used.

- 3-7.6. Variance requests related to stormwater management requirements.** The review and approval of all variance request from Section 16.9 stormwater management shall be based only on the following criteria:

- A. Literal interpretation of the provisions of this article would deprive the owner of reasonable use of their land; and
- B. Granting the variance would be in harmony with the general purpose and intent of this article and will not be injurious to the neighborhood or otherwise detrimental to the public welfare

3.8. Administrative Appeal. An administrative appeal is any appeal from administrative interpretations on all matters pertaining to the adopted codes of the City that does not require a variance, waiver, use exception, or special exception. **Administrative Appeals of the interpretation of the adopted Technical Codes or any issue related to stormwater requirements shall be reviewed by the Board of Adjustments and Appeals. All other Administrative Appeals shall be reviewed by the Planning and Zoning Commission.**

3.8.1.

Criteria for Administrative Appeal.

- A.** **Interpretation.** The appeal of the interpretation of the requirements by City Staff or the City's Consultant(s) shall be based on an alleged error in interpreting and/or the application of the requirements of the Unified Development Code.
- B.** **Appropriateness of the request.** The request for an Administrative Appeal shall be for interpretation only and does not trigger the requirements of a variance, waiver, use exception, or special exception.
- C.** **Review.** The Planning and Zoning Commission, Board of Adjustment and Appeals, and the Board of Aldermen shall have the power to review the decision of City Staff, *de novo*, but shall not consider new evidence that was not available to City Staff at the time of making an interpretation.

3.8.2.

Application. An application for an appeal shall be submitted along with any supporting information to the Planning Department within ten (10) days of the written denial of an application by the Building Department, City Planner, Development Review Committee, and/or **City Engineer.**

3.8.3.

Administrative Examination. Upon receipt of an application for an administrative appeal, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed administrative appeal as is necessary. If the application is determined to be complete, the City Planner shall place

the item on the agenda for either the Planning and Zoning Commission or the Board of Adjustment and Appeals. The appeal shall be placed on the next regularly scheduled meeting of either the Planning and Zoning Commission or the Board of Adjustments and Appeals in accordance with the submittal schedule for non-advertised agenda items.

3.8.4.

Appearance and Presentation. At the meeting, the applicant seeking the administrative appeal and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall, at the commencement of the meeting upon each application or at any time during such meeting, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

3.8.5.

Action. The decision recommended by either the Planning and Zoning Commission or the Board of Adjustments and Appeals and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision. A super majority vote by either the Planning and Zoning Commission or the Board of Adjustments and Appeals shall be necessary to modify or reverse any order, requirement, decision, or determination of the Building Department, City Planner, Development Review Committee, and/or **City Engineer.** The Mayor and Board of Aldermen shall proceed to review the recommendation by either the Planning and Zoning Commission or the Board of Adjustment and Appeals. At the meeting, the decision of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall either be affirmed, modified, or reversed by the Board of Aldermen **by majority vote.**

Section 3. Procedures & Processes

3.10. Architecture Review

- 3.10.1. Intent of architecture review.** The intent of architecture review is to ensure that development within the City of Starkville is consistent with all applicable development standards. The approval of such development will be based upon the provisions of this code, the contextual surroundings of the development, potential visual impacts, compatibility with existing developments, and compatibility with anticipated developments within the immediate area and the City as a whole.

3.10.2. Applicability and filing process

- A.** All land areas in the city which are zoned for commercial use, industrial use, mixed-use, or multi-unit residential greater than two (2) dwelling units per site shall be subject to Architecture Review.

- B.** All proposed buildings or proposed remodeled buildings that require site plan review shall require Architecture Review approval prior to receiving a building permit.

- C.** The architecture review process can begin before, during, or after the site plan review and approval process.

- 3.10.3. Review and action by the Independent Consultant.** After reviewing the building design plan and finding that the proposed plan meets the minimum requirements, the Architecture Review Committee will approve the building design plan. If the building design plan includes any requests for waiver, variance, or exception, the Architecture Review Committee will approve the building design plan only after approval from the Board of Aldermen. Approval of a building design plan is required prior to building permit approval.

3.10.4. Building design plan application requirements

- A. Pre-Application.** A pre-application meeting may be scheduled at the request of the applicant to discuss requirements and review conceptual drawings. A pre-application meeting is not required, but recommended.
- B. Application.** An application for Architecture Review shall be submitted along with the building plans to the Planning Department. Such applications shall be submitted to the

City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. The application shall include the following:

- 1. Applicant and/or owner information.** The application shall list the property owner or authorized agents contact information including mailing address, email address, and phone number.
- 2. Project information.** The following shall be listed on the application: project name, project address, parcel id number, and zoning district.
- 3. Project description.** All projects shall include a description of the project indicating the proposed uses (commercial, residential, mixed-use, etc.). If the development is being proposed to be built in phases, the applicant shall submit an application for the entire development showing all phases. Target dates for completion of each phase and the entire development shall be included.

- C. Building design plan requirements.** The following sheet with required information shall be submitted as part of a complete application for review by the Architecture Review Committee. The maximum sheet size shall not exceed thirty (30) inches by forty-two (42) inches. A sheet size of twenty-four (24) inches by thirty-six (36) inches is preferred. Plans shall also be provided digitally as a Portable Document Format (PDF). Multiple sheets may be used provided each sheet is numbered and the total number of sheets is indicated on each sheet. Cross referencing between sheets shall be required. All of the following information shall be required prior to being placed on the Architecture Review Committee's agenda:

1. **Coversheet.** The coversheet shall include:

- i. Project name
- ii. Vicinity map
- iii. Sheet Index
- iv. Contact information for the Owner and Design Professionals
- v. Building data including the following: total proposed square footage for each use (commercial, residential, office, etc.), the total number of residential dwelling units, and the total number of bedrooms
- vi. Submittal date and any revision dates

2. **Site plan.** Site plans shall be drawn at a scale of one (1) inch to fifty (50) feet or larger. Necessary notes and symbol legends shall be included. Abbreviations should be avoided but if used they shall be defined in the notes. Drawings shall illustrate the following:

- i. Boundary, setback lines, and easements
- ii. North arrow, legend, and graphic scale
- iii. The location of parking areas, loading zones, dumpster enclosure, sidewalks, and walkways
- iv. The locations of all buildings on the site

3. **Building plans.** Building drawings shall be drawn at a common scale so as to be legible. Necessary notes and symbol legends shall be included. Abbreviations should be avoided, but if used, shall be defined in the notes. Drawings shall illustrate the following:

- i. Schematic floor plan for each floor for the purpose of locating exterior windows and doors
- ii. Door and window schedule for all exterior doors and windows
- iii. Color rendered elevations of all sides of the building with facade requirements (see Development Standards Chart Section 14)
- iv. An elevation of the street face side of the building with dimensions showing the overall height of the building and each individual floor
- v. All proposed building finishes shall be labeled. A finish schedule shall be included on the sheet for which they are

referenced. The finish schedule shall include material type, color, and product reference information

vi. For projects located within a T-4, T-5D, T-5C, and T-5U zoning districts, a percentage of fenestration per floor shall be required (see Development Standards Chart Section 14).

4. **Building Materials Board.** A material sample of all key materials and colors, properly labeled, and affixed to hard surface, may be required upon request from reviewer for review. Material samples shall be a minimum size of three inch by three inch (3"x3"). Major colors must be actual samples. Minor colors may be printed samples. Paint and stain samples from wood color fans are acceptable.

D. Approval, disapproval, and appeal procedures

1. **Comment procedure.** Comments from Architecture Review shall be issued in writing after each review. The applicant shall revise the proposed building plan per the comments or reply in writing as to why the revisions cannot be made. Only after revisions to the proposed building plan meets the requirements of the Architecture Review will the approval procedure begin.

2. **Approval procedure.** Upon approval of such building design proposal by Architecture Review and an approved site plan by the Development Review Committee, a building permit application may be submitted to the building department for subsequent review. The approved building design proposal shall be signed by the consultant of the Architecture Review.

3. **Disapproval procedure.** If Architecture Review denies a building design proposal plan, it shall specify the reasons said plan was denied.

Section 3. Procedures & Processes

4. **Appeal procedure.** A decision to deny a building design proposal by the independent consultant for any reason that does not require a variance, waiver, or exception, can be appealed **as an Administrative Appeal** to the Board of Aldermen. The applicant shall have ten (10) business days **from the decision to deny** to appeal that decision ~~to the Board of Aldermen. The appeal will be placed on the Board of Aldermen agenda.~~ **The appeal shall be placed on the next regularly scheduled meeting of the Planning and Zoning Commission in accordance with the submittal schedule for non-advertised agenda items.** Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.
5. **Expiration.** The building design proposal approval shall expire twelve (12) months after approval by Architecture Review if construction has not been started evidenced by steady and continuous progress as determined by the Building Official or the City Planner.
6. **Extension.** The approval of a building design proposal may be extended for six (6) months by the City Planner. If an extension is not granted, reapplication is required.
7. **Transfer of approval.** In the event property with an approved building design is sold, transferred, leased, or any other change in ownership, the approval shall be transferable and subject to the same terms of approval as the original approval.

4.5. Annexation. Any land annexed into the City of Starkville shall within six (6) months of the final approval of the annexation by a court of competent jurisdiction shall be ~~the Board of Aldermen~~ be represented in the placetype map in the Comprehensive Plan and the Official Zoning Map of the City of Starkville. The zoning designation of the annexed property shall be determined and approved in accordance with the amendment procedures and public notification requirements in this code. The procedure and public notification requirements shall be in accordance with Miss. Code Ann. 17-1-1 et. seq. and approved by the Board of Aldermen.

Section 13. Use Standards

Use Chart	P = Permitted Use A= Permitted Use with Additional Standards UE = Use Exception SE = Special Exception -- =Not Permitted																O-Use Categories								
	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories						
																			O-TND	O-CD	O-I	O-C	O-E	O-TN	
COMMERCIAL (cont.)																									
Recreational Vehicle Parks <i>sec.13.7.21</i>	SE	--	--	--	--	--	SE	--	A	A	A	--	--	--	--	--	--	--	--	--	A	A	A	SE	--
Retail Sales and Services- Inside Only <i>sec.13.7.22</i>	--	--	--	UE SE	UE SE	--	--	A	A	A	A	--	A	A	A	--	A	--	--	--	A	--	A	--	UE SE
Retail Sales and Services- with Outside Displays <i>sec.13.7.23</i>	--	--	--	--	--	--	--	A	A	A	A	--	UE SE	UE SE	UE SE	UE SE	--	--	--	--	--	--	A	--	--
Studios - Art, Craft, Music, Dance, and Fitness <i>sec.13.7.24</i>	--	--	--	UE SE	UE SE	--	--	A	A	A	P	--	A	A	A	--	--	--	--	--	A	--	P	--	UE SE
Theaters <i>sec.13.7.25</i>	--	--	--	--	--	--	--	P	P	P	--	--	A	A	A	--	--	--	--	--	A	--	--	--	--
Vehicle Repair and Maintenance <i>sec.13.7.26</i>	--	--	--	--	--	--	--	A	A	A	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--
INDUSTRIAL																									
Airport <i>sec.13.8.1</i>	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	P	--	--	--	--	--	--	--
Heliport <i>sec.13.8.2</i>	--	--	--	--	--	--	--	--	--	--	A	--	--	--	--	--	A	A	A	--	--	A	--	--	--
Borrow Pit, Soil Fill Site, and Soil Storage Site <i>sec.13.8.3</i>	SE	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	SE	--
Landfill <i>sec.13.8.4</i>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--
Manufacturing and Industrial Heavy <i>sec.13.8.5</i>	--	--	--	--	--	--	--	--	--	--	A	--	--	--	--	--	--	--	--	--	--	A	--	--	--

13.7.11. Food Truck

- A. Definition:** A licensed, motorized vehicle or mobile food unit which is temporarily parked on private property and not on the right-of-way where food items are sold to the general public. If on the right-of-way, refer to the ~~transient vendor requirements~~ **Mobile Food Vendor requirements**.

B. Parking: None.

C. Loading: None.

D. Additional Standards:

1. Food trucks and/or associated seating must not occupy on-site parking spaces required to fulfill the minimum requirements for the principal use, unless the principal use's hours of operation do not coincide with those of the food truck business.
2. Traffic circulation, public safety, siting of food trucks, and parking will be reviewed and may be subject to the conditions of approval by the City Planner.
3. No audio amplification or permanent signage may be installed as part of a food truck's vending operation. One (1) sidewalk sign shall be allowed within ten (10) feet of the food truck.
4. The food truck vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas associated with the food truck and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains, onto the sidewalks, streets, or

5. All food truck vendors shall obtain and maintain a City of Starkville Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Starkville City Clerk's Office.
6. If a business is subject to a Certificate of Health or sanitary examination, the person applying for permit must produce such certificate or permit from the County Health Department before a permit can be issued.
7. A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.
8. Food trucks shall provide written permission from the property owner.
9. The operators must be present at all times during the hours of operation.
10. A food truck operating in all districts shall operate only Thursday through Saturday between the hours of 6:00 a.m. and 2:00 a.m. and on Sunday through Wednesday between the hours of 6:00 a.m. and 10:00 p.m. Cleanup and removal of the food truck shall be completed within thirty (30) minutes of closing.
11. **All generators associated with a food truck shall provide sound buffering for each generator. At no time shall any generator operate at 65 decibels or above measured at twenty-five (25) feet from the generator.**

Section 14. Development Standards

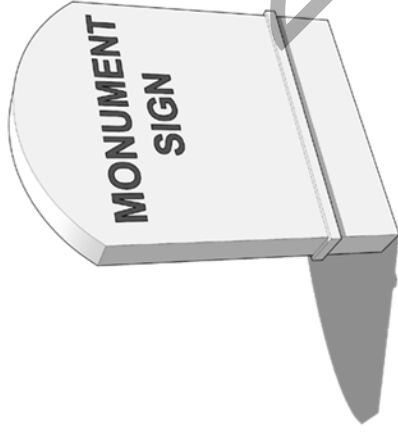
Development Standards Chart	Residential Use Districts							Commercial / Industrial Use Districts				Form-Based Districts				Special Districts			Optional District					
																			O-Use Categories					
	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use A= Permitted Use with Additional Standards UE = Use Exception SE = Special Exception Blank = Not Permitted																								
Section 14.7 SIGNS																								
BUILDING SIGNS																								
Wall Sign	A			A		UE	UE	A	A	A	A		A	A	A	A	A	A	A		A	A	A	A
Projecting Sign	A			A				P	P	P			A	A	A	P			P			P	A	A
Suspended Sign	A			A				P	P	P			A	A	A	P			P			P	A	A
Awning Sign	A			A				A	A	A			A	A	A	A			A				A	A
Marquee Sign	A			A					A	A			A	A	A	A							A	A
Window Sign	A			A				A	A	A	A		A	A	A	A							A	A
Nameplate Sign	A			A				P	P	P		P	P	P	P	P							A	A
Address Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outdoor Display Case				A				A	A	A			A	A	A	A								A
SITE SIGNS																								
Monument Sign	A					A	A	A	A	A	A		A	A	A	A	A	A			A	A	A	
Multi-tenant Sign	A							A	A	A	A			A							A	A	A	
TEMPORARY SIGNS																								
Sidewalk Sign				A				P	P	P			P	P	P									A
Banner Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Yard Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Fence Screen Sign								P	P		P	P	P	P	P				P		P	P		
Construction Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
OTHER SIGNS																								
Development Entrance Sign	A	A	A	A	A	A	A	A	A	A	A					A	A	A	A	A	A	A		A
Electronic Message Center Sign								A	A	A	A			A	A									
Flags and Pendants	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Any sign type not listed on the chart will be reviewed as a Use Exception																								

Section 14. Development Standards

14-7.9. Site Sign Types

A. Monument Signs

Fig. 14.7-12



1. Description

- i. A monument sign is a freestanding on-premise sign with one (1) or two (2) sides attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts or similar uprights on a site with one (1) or multiple tenants.
- ii. A sign permit is required for a monument sign.

2. Size Requirements

- i. Monument signs shall not exceed eighty (80) square feet in sign area.
- ii. The maximum height is eight (8) feet above the finished grade.
- iii. The maximum width is twelve (12) feet.
- iv. The maximum depth is twenty-four (24) inches.

3. Location

- i. No sign shall be placed closer than five (5) feet to the right-of-way of a street.
- ii. No sign shall be placed within a sight triangle of a street or driveway.
- iii. Only one (1) sign is allowed for every three-hundred and thirty (330) linear feet of street frontage and a minimum separation of two-hundred (200) feet between multiple signs is required

on a site.

4. Additional Standards

- i. A planted and maintained landscape area of thirty-six (36) inches wide shall be provided around the base of every monument sign.
- ii. Electronic message centers can be attached to monument signs per zoning district requirements.
- iii. Monument signs shall have exterior finishes matching or complementing the finishes on the facade of the primary building and shall comply with minimum facade standards for that district.
- iv. Hand painted lettering or logos shall not be permitted to be attached to or apart of monument signs unless otherwise approved by the City Planner.
- v. Monument signs can be internally or externally illuminated. The use of exposed neon tubing is not permitted.
- vi. In zoning districts where monument signs are permitted, the maximum square footage may be increased to one hundred and sixty (160) square feet and the overall height increased to sixteen (16) feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.
- vii. In MU-9 zoning districts sign area shall be less than forty (40) square feet with a maximum of height of six (6) feet.
- viii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.
- ix. In T-5D, T-5U, and T-5C, zoning districts sign area shall be less than sixty (60) square feet with a maximum of height of six (6) feet. Monument signs shall only be allowed on lots where the existing building exceeds the maximum setback for that zoning district. Corner lots are not eligible for monument sign types unless approved as a Use Exception.

E. Flags and Pendants

1. Description

- i. A flag and/or means a piece of fabric or cloth attached to a flag pole or other support on one side, where the length at right angles to the support is at least as long as the length of the attached side.
- ii. There shall be a maximum of two (2) faces to the flags, mounted back-to-back. Double-sided or back-to-back signs shall be measured by the surface area of one (1) face.
- iii. A sign permit is not required for a flag, but requirements must be followed.

2. Residential districts

i. Size Requirements

- a. A maximum sign size of fifteen (15) square feet is permitted per flag.
- b. The maximum height to length ratio for a flag shall be 1:2.
- c. The maximum number of flags may not exceed three (3) flags per acre of site area, rounded up to the nearest whole acre.

ii. Location

- a. No flag shall be placed closer than five (5) feet to the right of-way of a street.
- b. No flag shall be placed within a sight triangle of a street or driveway.

3. Non-residential and mixed-use districts

i. Size Requirements

- a. A maximum sign size of twenty-five (25) square feet is permitted per flag.
- b. The maximum height to length ratio for a flag shall be 1:2.
- c. The maximum number of flags may not exceed two (2) flags per twenty-five (25) feet of frontage up to a maximum of eight (8) flags per premises. Corner lots shall be allowed up to a maximum of twelve (12) flags total along both frontages.

ii. Location

- a. No flag shall be placed closer than five (5) feet to the right of-way of a street.
- b. No flag shall be placed within a sight triangle of a street or

driveway.

- c. No flag shall obstruct any walkway or public sidewalk.

17.6. Rental Housing Code

17.6.1. Intent. This code shall apply to all rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville so as to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code shall not apply to hotels, motels, short-term rental, and any bed and breakfast.

17.6.2. Licensing and Registration. It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit(s) within the City of Starkville unless such person or entity has registered the property and has obtained a rental housing license.

A. Registration Fee

1. All persons or entities who have rental property within the City are required to register their property(ies) within 30 days upon enactment of this ordinance and subsequently after the effective date of the ordinance before the property is rented for the first time after a certificate of occupancy is granted.
2. A registration fee per rental unit shall be due upon registration. A registration fee shall also be required upon any change in ownership.
3. Failure to pay the registration fee within ninety (90) days after the effective date of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3-19. In addition to penalties as outlined in Section 3-19.2, revocation of the certificate of occupancy for each unregistered unit may be imposed.
4. If the Community Development Department and/or a Code Enforcement Officer has determined that the property has been rented without registration after the

effective date of the passage of this ordinance it shall be considered a violation and enforced in accordance with Section 3-19. In addition to penalties as outlined in Section 3-19.2, revocation of the certificate of occupancy for each unregistered unit may be imposed.

B. License application. Application for an initial rental housing license shall be filed with and issued by the Community Development Department. The applicant shall be the property owner or an authorized representative of the property owner. The application shall include the following:

1. The name and address of the property owner.
2. The name and address of the authorized representative of the property owner if applicable.
3. Signature of the property owner and/or authorized representative.
4. Phone number and email address of the property owner and authorized representative.
5. The address and unit/suite number of the property on which the rental housing units are located
6. A statement as to whether utility services will be provided by the owner or be the tenant's responsibility.
7. Such other information as may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with legal requirements and with the applicable Mississippi Code.
- i. **Inspection required.** Before any license is issued by the Community Development Department, the applicant must authorize the Building Official or designee to inspect the rental housing unit or complex for which an application for license has been made. The Building Official or designee may inspect each unit annually or as needed at

Section 17. Building and Housing Code

the discretion of the Building Official or designee but no less than every three (3) years. The Building Official or designee may inspect only a percentage of the rental units within a rental housing complex if the Building Official or designee determines an inspection of the entire complex is not needed. In no instance shall the inspection be less than five percent (5%) of the rental units.

- ii. **License transfer.** Upon application in writing for transfer of a license accompanied by an application with the transferee's information and payment of the license fee, the Community Development Department shall issue a transfer if the application is found to be in compliance with this chapter. Any change of ownership of residential dwelling unit shall require a license transfer and reinspection.

C. License revocation. The Community Development Department may revoke any license to maintain and operate a rental housing unit or complex when the licensee has been found guilty by the court or Board of Aldermen of violating any provisions of this section, or of knowingly providing false or incomplete information in the process of application for a license or certificate of occupancy. After such conviction, the license may be reissued if the circumstances leading to conviction have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with law.

D. Authority to inspect

1. **Personnel.** The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this section.
2. **Access.** Every owner, agent, manager, or tenant of a rental housing unit shall, upon reasonable notice, allow access to

any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If a complaint is made to the City of conditions in any rental unit which are in violation of any applicable city code, the City is authorized to investigate such complaint without notice. If the owner, agent, manager or tenant refuses access to make an inspection, the City is authorized to obtain an Administrative Inspection Warrant through the Municipal Court Judge.

3. **Scope.** The Building Official or designee may expand the scope of an inspection to include other city code violations noted during the inspection.

4. **Compliance.** If upon inspection, violations of interior or exterior standards exist, the owner, agent, or manager will be required to correct all violations within a reasonable period of time as determined by the Building Official or designee. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been reinspected by the City and deemed to be in compliance.

17.6.3. Rental Housing Standards

- A. **Sanitary facilities.** The owner, agent, or manager of a rental housing unit shall provide for the removal of garbage and refuse by the agreement with the City of Starkville Sanitation and Environmental Services Department. The owner, agent, or manager of the rental housing unit shall provide for the removal of any furniture, appliances, or other items removed from the rental housing unit or abandoned on the property, which do not meet the guidelines for removal by the City of Starkville. Placing such materials or allowing such materials to be placed on the right-of-way shall be a violation of this section.

B. Food preparation facilities Every rental housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare, and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.

1. Kitchen sink. Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly, and properly connected to an approved hot and cold water system and a sewage system.

2. Liquid-seal traps. Kitchen plumbing fixtures shall be separately trapped by a liquid-seal trap that will eliminate the passage of sewage gases into the kitchen. The liquid-seal traps shall be located as near the outlet as possible.

3. Flow of water. Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.

4. Oven and range or stove. Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven, range, and/or stove is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from this provision.

5. Refrigerator. Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from the provisions of this section.

6. Sanitary surfaces: preparation and storage areas. Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.

7. Storage of garbage. No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material. Garbage or refuse shall only be placed curbside in accordance with The Code of Ordinances. The owner, agent, or manager of any rental housing unit(s) shall be responsible for the correct placement of curb side garbage or refuse and the removal of any garbage container.

C. Electrical service and lighting. Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.

1. Outlets, switches, and light fixtures. All indoor and outdoor outlets, switches, and light fixtures shall be operable and free from any visible damage or defect. All outlet covers and switch plates shall be fully intact with no cracks or damage.

2. Ground-fault circuit-interrupters (GFCI). All electrical convenience outlets installed outside or in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As

Section 17. Building and Housing Code

used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.

3. **Stairway and hall lights.** Every public or common stairway, hallway, corridor, or breezeway in or leading into multifamily dwellings shall be lighted, by natural or artificial means, at all times.

4. **Exterior entrances.** Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours other than street lighting. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.

5. **Mailboxes; multifamily.** Newly installed postal service "gang boxes" in buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.

6. **Installation and maintenance.** Every outlet, switch, and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

- D. **Thermal environment.** Every rental housing unit shall contain safe heating equipment and system which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.

1. **Heating and air conditioning requirements.** Every rental housing unit shall have heating and air conditioning, under the tenant's control, capable of safely heating and cooling all habitable rooms. Required heating shall be provided by permanently installed heating facilities in accordance with the Property Maintenance Code.

2. **Unvented combustion heaters are prohibited.** No owner, agent or manager shall provide, install, or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.

3. **The use of a cooking appliances as a heater is prohibited.** No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

- E. **Doors, windows, and ventilation.** Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.

1. **Sleeping rooms; natural light.** Every sleeping room within a rental housing unit shall have at least one exterior glazed opening, facing directly to the outside, to provide natural light.

2. **Sleeping rooms; ventilation.** Every sleeping room within a rental housing unit shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. Habitable rooms, except for sleeping rooms, shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.

3. **Glazing.** Glazed areas shall be soundly glazed and free from missing, loose, cracked or broken glass that may injure a person, allows the elements or vermin to enter the structure, allows air escape or infiltration, or otherwise diminishes the thermal efficiency of the structure.

4. **Windows.** Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.

5. **Exterior doors.** Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design.

6. **Interior doors.** Interior doors, door hardware and door frames shall be maintained in sound condition free from holes, breaks or cracks and capable of the use intended by their design. They shall also be capable of affording privacy to the occupants.

F. Space and occupancy. Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.

1. **Rental Housing Unit Occupancy Load.** Every single dwelling unit (single-family) rental housing unit shall provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred

(100) square feet of floor area for each additional occupant. The floor area is to be calculated on the basis of total dwelling unit area.

2. **Bedroom access.** In any rental housing unit that has more than one bedroom, access to any bedroom shall not be through another bedroom or a bathroom, unless approved by the Building Official.

3. **Interior access.** In any rental housing unit, access to bedrooms and bathrooms shall be from within the unit.

G. Safety and security. Every rental housing unit shall have security devices which restrict unlawful entry, smoke detectors to provide fire safety and shall be maintained free from hazards to the health, safety or welfare of the occupants.

1. **Tripping hazard on stairways.** Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted, or missing steps or tripping hazards.

2. **Guardrail and enclosures on stairways.** Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition.

3. **Guardrail and enclosures on balconies and porches.** Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition.

4. **Exterior doors.** Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design.

5. **Windows.** Every openable window reasonably accessible from the outside shall have a locking device or devices

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properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.

6. **Smoke detectors.** Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in the International Code Council Property Maintenance Code (IPMC). The owner, agent, and/or manager shall be responsible for the installation, replacement of batteries, and maintaining appropriate records of required smoke detectors. Smoke detectors shall always be operable and batteries replaced annually, or on an as needed basis. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit. Proof of battery replacement shall be required as part of inspection.

H. Maintenance. Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.

1. **Interior holes, cracks, or breaks.** Every floor, interior wall and ceiling, and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor vermin, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects and vermin.
2. **Interior paint and plaster.** Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept

free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces shall be painted with paint which is lead free.

3. **Floor coverings tripping hazards.** Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter (¼) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.

4. **Floor coverings deteriorated, unsafe, and/or unsanitary.** Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.

5. **Exterior weathertight, watertight, and vermin proof.** Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.

6. **Exterior deteriorated or slum-like.** All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow.

- i. All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay and naturally resistant to insects.

- ii. All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;
- iii. Roof coverings shall be watertight and weathertight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances.
7. **Maintenance of swimming pools, water features, and spas.** All swimming pools, water features, and spas shall be properly maintained so as not to create a safety hazard, harbor vermin infestation, or create a deteriorated or slum-like appearance.
8. **Stagnant water.** All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.
9. **Infestation.** Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.
10. **Maintenance of facility and equipment.** Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.
11. **Discontinuation of services.** No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.
12. **Responsibility for maintenance.** It shall be the responsibility of the owner, agent, and manager to provide for the interior and exterior maintenance of the rental housing unit and premises.
- 17.6.4. **Administration and Enforcement.**
- A. **Commencement of action.**
1. The Community Development Department is assigned the primary responsibility of overseeing and, with code enforcement, enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.
2. Nothing in this section shall preclude employees of the Community Development Department or Code Enforcement from seeking voluntary compliance with the provisions of this section or from enforcing this section, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
3. Fees shall be established by resolution of the Mayor and Board of Aldermen.
- B. **Transfer of property after notice.**
1. **Written assumption of responsibility.** The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift, or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court

Section 17. Building and Housing Code

shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.

2. **Criminal violation.** Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a class 1 misdemeanor unless they have obtained a written acceptance of responsibility for compliance with the citation or court action from the new owner.

C. **Vacation of tenants; re-occupancy.**

1. **Comply even if vacated.** An owner, agent or manager served with a citation or enforcement proceeding for violations of Section 17.6 shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.

2. **Compliance before re-occupancy.** The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected.

3. **Utility services.** The Community Development Department may ask that a hold be placed on transfer of utility service to a new tenant until any outstanding enforcement actions on the unit are resolved.

- D. **Conflict of ordinances.** In any case where a provision of this section is found to be in conflict with a provision of Unified Development Code, Technical Codes, or Code of Ordinances, existing on the effective date of this code, the

provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall prevail control.

Section 18. DEFINITIONS (proposed updates and additions)

Agent- A person with express written consent to act upon another person's behalf (See "Applicant") and/or a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.

Administrative Inspection Warrant - a warrant issued by a Judge or any other person of similar authority enabling an inspector with enforcement powers granted by the City of Starkville to check and verify compliance and/or enforce compliance of the Unified Development Code.

Building official- The City official responsible for issuance of building permits and the administration and enforcement of the Rental Housing Code.

Deterioration- A lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.

Dwelling or dwelling unit- A house or other building used for residential purposes including accessory use areas, except that the word "dwelling" shall not include boardinghouses or rooming houses, bed and breakfast inns, Airbnb, weekend rentals, gameday rentals, tents, tourist camps, hotels, trailers, trailer camps, or other structures designed or used primarily for transient residents.

Exterior opening- An open or closed window, door or passage between interior and exterior spaces.

IPMC- The International Property Maintenance Code adopted by the City of Starkville.

Legal entity- An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift- Not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Manager- Any person who has charge, care or control of a rental housing unit.

Rental Housing Unit- Any portion of a dwelling for which payment or other consideration is being made to an owner, agent, or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels, motels, and short-term rental. It also means each apartment or each rental unit within an apartment complex.

Short-term rental. Any dwelling or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty consecutive days.

Slum-like- The unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition- Free from decay or defects and in good working condition.

Specific lighting- Any artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Rental Housing Unit Storage- Placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches.

Vehicle- A self-propelled device used for transportation of people goods over land surfaces and licensed as a motor vehicle.

Vermin- Any animal, insect, and other organism excluding humans whose presence in, on, or around a dwelling or dwelling unit have the potential to constitute a health hazard, and include, but are not limited to, rats, mice, birds, snakes, roaches, lice, bed bugs, spiders, mites, ticks etc.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 21, 2021
PAGE: Page 1 of 17

SUBJECT:

Second Public Hearing for amending Article II Transient Vendor and appending Article III Mobile Food Vendors to Chapter 30 Business of the Code of Ordinances

SUMMARY:

"Chapter 30- Business" of the "Code of Ordinance City of Starkville, Mississippi" contains two articles. "Article I" In General is reserved for section 30-01 to 30-25. This section will be repealed at a later date as part of a reorganization of the Code of Ordinance. "Article II Transient Vendors" was originally written in 1977 and updated several times through the years. This proposed update will replace the entire section to modernize the language and requirements of this section. "Article III Sexually Oriented Business" was repealed in December of 2019 and placed into the Unified Development Code. The proposed "Article III- Mobile Food Vendor" provides the requirements for food vendors operating within the right-of-way throughout the city.

This is the second a total of two public hearings with the Board of Aldermen.

Both Public hearings were advertised on November 16, 2021 and December 2, 2021 in the Starkville Daily News.

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:

ORDINANCE NO. 2021-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
CHAPTER 30 OF THE CODE OF ORDINANCES OF STARKVILLE, MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold two public hearings as described in the proof of publication of the notices of hearings which is appended to the Minutes, in connection with the proposed amendment of Chapter 30 of the Code of Ordinances of Starkville, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings were given as required by law and based upon the input from citizens and others, the City of Starkville finds the need to amend Chapter 30 of the Code of Ordinances of Starkville, Mississippi; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Article II- Transient Vendors of Chapter 30 of the Code of Ordinances of Starkville, Mississippi shall be amended.

SECTION 2. That Article III- Mobile Food Vendor of Chapter 30 of the Code of Ordinances of Starkville, Mississippi shall be appended.

SECTION 2. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 3. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted:
Alderman Sandra C. Sistrunk	Ward 2	Voted:
Alderman Jeffrey Rupp	Ward 3	Voted:
Alderman Mike Brooks	Ward 4	Voted:
Alderman Hamp Beatty	Ward 5	Voted:
Vice Mayor Roy A'. Perkins	Ward 6	Voted:
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted:

ORDAINED AND APPROVED, this the 21st day of December, 2021, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

Proof of Publication of the Notices

AFFP

UDC - Notice - BOA - 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 16, 2021, December 02, 2021

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and Chapter 30 of Code of Ordinances. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, adding criteria for Administrative Appeals, changing the process for Administrative Appeals, adding use of RV Parks in C Zoning Districts, adding sound requirements for food trucks, allowing for monument signs in form-based districts, adding size options for yard signs in non-residential zones, adding Rental Housing Code, and updating definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18. The amendments to the Code of Ordinance include but are not limited to: Updating Article II Transient Vendors in Chapter 30 and adding Article III Mobile Food Vendor to Chapter 30.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on December 7, 2021 and the second hearing on December 21, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the hearings interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information, please contact Daniel Havelin, City Planner or Odie Avery, Assistant City Planner.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Publish
November 16, 2021
December 2, 2021

Subscribed to and sworn to me this 2nd day of December 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi

My commission expires: September 30, 2023



00000131 00095369 662-323-4961

Lesia Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

Chapter 30 – Business

Article II – Transient Vendors

Sec 30-26 - Definition:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Door to door sales means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective buyer's private property.~~

~~Person means an individual, corporation, association, partnership or other entity.~~

~~Transient vendor means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.~~

"Transient vendor" shall be construed to mean and include all persons, both principal or agents, who engage in a temporary or transient business in the city, selling goods, wares, or merchandise, and who for the purpose of carrying on such business hire, lease or occupy any room, building or structure for the exhibition or sale of such goods, wares and merchandise. The person so engaged shall not be relieved from the provisions of this chapter by reason of association temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of the business of or in the name of any local dealer, trader, merchant or auctioneer.

"Transient business" means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year, even though the owner of such business may conduct the business at another location for more than six (6) months in each year.

"Person" means an individual, corporation, association, partnership or other entity.

~~Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six months in each year, even though the owner of such business may conduct the business at another location for more than six months in each year.~~

Sec 30-27 – Exemptions to article:

~~(1) The provisions of this chapter shall not apply to:~~

~~(a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;~~

~~(b) Wholesale trade shows or conventions;~~

- ~~(c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;~~
- ~~(d) Fairs and convention center activities conducted primarily for amusement or entertainment;~~
- ~~(e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;~~
- ~~(f) Garage sales held on premises devoted to residential use;~~
- ~~(g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;~~
- ~~(h) Duly licensed flea markets operating from a fixed location;~~
- ~~(i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;~~
- ~~(j) Sales of agricultural services.~~

~~(2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.~~

The provisions of this chapter shall not apply to sales made by mobile food vendors, civic or non-profit organizations, to dealers by commercial travelers or selling agents in the usual course of business, nor to bona fide sales of goods, wares and merchandise by sample for future delivery, nor to hawkers on the streets, nor peddlers from vehicles, nor to judicial sales directed by law or under order of court, nor to the sales of the common necessities of life in open market, nor to agricultural products or products sold at farmer's markets.

Sec 30-28 – ~~Refusing to leave~~ License and Application:

~~Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.~~

No person shall engage in the business or trade of a transient vendor, either as principal or agent, without first applying for and securing a transient vendor license from the City of Starkville. Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.

Sec 30-29 - ~~Entrance to premises restricted~~ Fee; bond:

~~It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.~~

The City Clerk is authorized to grant a transient vendor license upon the payment by such applicant into the city treasury the sum of one hundred dollars (\$100.00) and executing a bond to the city in the sum of two thousand dollars (\$2,000.00) or 5% of the wholesale value of the property to be sold, and with sufficient sureties, conditioned for a faithful observance of the ordinances of the city.

Sec 30-30 - ~~Misrepresentations concerning goods or services~~ Term of License; renewal:

~~It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.~~

The Transient Vendor License shall be issued by the City Clerk's Office and is valid for ninety (90) days from the date of issuance. The license is not transferable and is valid only within the territorial limits of the issuing county or municipality. A license may be renewed on payment of a Twenty-five Dollar (\$25.00) renewal fee and filing for renewal with the City Clerk before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972.

Sec 30-31 - ~~Locations and hours of business~~ Prohibitions:

~~It shall be unlawful for any transient vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient vendors are allowed in areas of higher density residential zoning, R-3 through R-5; commercial zoning and in form-based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 a.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes.~~

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville. Transient vendors shall not conduct business in any areas from the hours of 9:00 p.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes and shall not block or impede pedestrian or vehicular traffic on city right-of-way or on public roadways. Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space

provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Sales Events conducted by Transient Vendors shall be limited to forty-eight (48) hours at any given location with a ten (10) day waiting period before returning to the same location. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

Sec 30-32 - ~~Activity in roadways~~ Posting of Vendor Information:

~~Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event. Transient vendors shall not block or impede pedestrian or vehicular traffic on public roadways.~~

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which are being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers receipts that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers. The transient vendor shall keep a running total of all sales.

Sec 30-33 - ~~Signage authorized~~ Revocation and Appeal:

~~Transient vendors are authorized to utilize signage that is approved for the district in which they are authorized to conduct business. Any free-standing signage will be removed at the end of the business day and may not remain after the time of the authorized permit period has expired.~~

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor. Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal through the City's Administrative Appeal Process. ~~to the mayor~~

~~and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.~~

Sec 30-34 Penalties for violation

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00) or be imprisoned in the county jail not more than six (6) months, or be both fined and imprisoned.

Sec 30-35—30-50. - Reserved.

~~Sec. 30-47. — License fee; bond requirements.~~

~~(1) — Each applicant for a transient vendor license shall pay a license fee of \$100.00 with the application, which fee shall be deposited in the general fund of the city. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either \$2,000.00 or five percent of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one year after the date the merchandise or services were sold by the applicant.~~

~~(2) — The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one year after the termination of the business. After the transient vendor furnishes satisfactory proof to the city clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.~~

~~Sec. 30-48. — Application for license.~~

~~(1) — Applicants for transient vendor licenses shall file with the city clerk a sworn application giving the following information:~~

~~(a) — The name and permanent address of the transient vendor making the application and some form of identification;~~

~~(b) — A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;~~

~~(c) — The name and permanent address of the applicant's registered agent or office; and~~

~~(d) — Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.~~

~~(e) — If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.~~

~~(f) — If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.~~

~~(g) — A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.~~

~~(h) — Transient vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.~~

~~(2) — The city clerk shall obtain the necessary forms from the state tax commission and shall use same.~~

~~Sec. 30-50. — Giving false information on application.~~

~~It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit required by this division.~~

~~Sec. 30-51. — Registered agent.~~

~~(1) — Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.~~

~~(2) — The city clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.~~

~~(3) — If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the city clerk is the agent of the transient vendor for service of process, notices or demands. Service on the city clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the city clerk, one copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.~~

~~(4) — This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.~~

~~Sec. 30-52. — Investigation of applicant.~~

Upon receipt of an application for a permit required by this division, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.

~~Sec. 30-53.— Denial authorized; notice.~~

If, as a result of the investigation authorized by section 30-52, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for such disapproval, and return the application to the city clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.

~~Sec. 30-54.— Issuance.~~

If, as a result of the investigation authorized by section 30-52, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the city clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.

~~Sec. 30-55.— Contents.~~

Every license issued under this division shall contain the signature and seal of the city clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

~~Sec. 30-56.— Record.~~

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

~~Sec. 30-57.— Disposition of receipts.~~

The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

~~Sec. 30-58.— Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales.~~

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one inch in height. The transient vendor shall keep a running total of sales.

~~Sec. 30-59.— Issuance of license; validity of license; renewal of license~~

~~(1) The city clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires 90 days after the day of issuance.~~

~~(2) A license may be renewed on payment of a \$25.00 renewal fee and filing for renewal with the city clerk's office before the expiration of the current license. A license may be renewed only one time after which a licensee must once again purchase a new license pursuant to the provisions of MCA 1972, § 75-85-13, and the City of Starkville Code of Ordinances.~~

~~Sec. 30-60. Revocation.~~

~~Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.~~

~~Sec. 30-61. Appeals.~~

~~Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.~~

~~(Code 1977, § 19-35; Ord. No. 2012-04, 3-6-12)~~

~~Sec. 30-62. Not transferable.~~

~~No peddler's permit shall be used at any time by any person other than the one to whom it was issued.~~

~~Sec. 30-63. Altering prohibited.~~

~~It shall be unlawful for any person to alter or deface any license issued pursuant to this division.~~

~~Sec. 30-64. Penalties.~~

~~Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$500.00 or be imprisoned for not more than six months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the city clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.~~

Chapter 30 – Business

Article III - Mobile Food Vendor

Sec 30-51 - Intent:

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of Starkville, MS while providing a framework under which such businesses operate, this ordinance is established.

Sec 30-52 - Definitions:

For purposes of this chapter, the following words or phrases shall have the following meanings:

- A. "Mobile food vendor" shall mean any person engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart, trailer, truck, or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.
- B. "Mobile vending unit" means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a street or highway, or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given.
- C. "Mobile vending cart" shall mean a pushcart or non-self-propelled portable stand moved exclusively by human power designed to be readily moveable from which food or beverages are sold from a public sidewalk and not a public street, highway or public parking space.
- D. "Public right-of-way" means any city street, alley, road, sidewalk, or other passageway whereby pedestrians or vehicles traverse.
- E. "Victuals" means food of any kind that is prepared, packaged or in a form that is suitable for immediate ingestion or consumption by human beings.

Sec 30-53 - License and Permit Requirements:

- A. It shall be unlawful for any person to sell, or offer for sale, food of any type from a mobile vending unit or mobile vending cart without a license first having been granted under this section. This permit does not allow permit holders to operate during city appointed special events without proper authorization from the special event organizers.
- B. All mobile food vendors shall obtain and maintain a City of Starkville Privilege License and a Mobile Food Vending Permit for each mobile vending unit/vehicle or mobile vending cart in operation.

- C. An application for a license or a permit hereunder shall be submitted to the City Clerk or designee setting forth all information required hereunder and in compliance with this article. All applications shall be filed annually with the City of Starkville and are valid for one (1) calendar year from the date of issuance.
- D. The following information shall be provided with each application for a Mobile Food Vendor permit:
1. A copy of the mobile vending unit's valid registration with the Department of Motor Vehicles. It is required that all motorized mobile vending units (food truck or truck & trailer) be registered.
 2. A copy of the automobile insurance policy for the mobile food unit, providing coverage for any accident that may occur while in operation.
 3. A copy of the commercial general liability insurance coverage policy. Liability coverage of at least \$500,000 is required, providing coverage for any accident that may occur while operating on the public rights-of-ways. This coverage shall be valid at the time of application and throughout the duration of the mobile food vendor permit. The City of Starkville shall be named as an additional insured party on the insurance policy.
 4. All approvals, inspections, and certificates required by the Mississippi State Department of Health. For information or questions please call: 601-576-7689
 5. Applicants must operate under a central kitchen that is approved by the Mississippi Department of Health for food service. A mobile vending unit may be certified by the Mississippi Department of Health as a central kitchen and such certification must be provided.
 6. If the mobile vending unit or mobile vending cart will be operating on private property please include documentation and signatures from the property owner(s) indicating consent for the use of their property.
- E. Prior to receiving a permit a fire inspection is required. The City of Starkville fire inspector will inspect all mobile vending units after applications are submitted. For questions regarding fire requirements please call: 662-323-1845.
- F. The cost for a mobile food vendor permit shall be two hundred fifty dollars (\$250.00) per mobile vending unit/ motorized vehicle per year, and one hundred dollars (\$100) per mobile vending cart per year. Permits shall be renewed annually from the date of issuance.
- G. A permit sticker shall be issued and displayed on the mobile vending unit or mobile vending cart at all times. Replacement permits for an active license shall be provided for a twenty (\$20) dollar fee.
- H. Permits are non-transferable and non-exclusive.
- I. The city may revoke and terminate any permit in the event the vendor violates any term, condition, or provision of the permit, the City of Starkville Code of Ordinances and/or Unified Development Code, state and/or federal law, or if the business license issued by the City for the permitted activity is revoked. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the City Clerk.

- J. All approved mobile food vendors must pay the three (3) percent sales tax required by all food providers in the City of Starkville, along with all other tax and licensing fees required by the State of Mississippi.
- K. All mobile food vendors shall affirm, in writing, that the individual or organization will forever indemnify and hold harmless the City of Starkville and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from operation of a mobile vending unit or mobile vending cart.

Sec 30-54 - Rules and regulations for all mobile vending units and mobile vending carts:

In addition to all other applicable laws pertaining to permits, all mobile food vendors operating pursuant to this division shall also be subject to the following provisions:

- A. All motorized mobile vending units shall be registered with a Department of Motor Vehicles. Any driver of a mobile vending unit/vehicle shall possess a valid Driver's License.
- B. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart that is in a defective, unsafe or unsanitary condition in violation of any applicable law or regulation.
- C. All mobile food vendors shall comply with all applicable parking, traffic and vehicle safety laws, regulations and restrictions. Mobile vending units may operate from metered locations in approved zones provided they pay the requisite fees and follow any time limitations associated with the location. Mobile vending carts are permitted only on sidewalks.
- D. Mobile vending units and mobile vending carts must not be locked or attached to trees, garbage receptacles, street furniture or any other fixture within the public right-of-way.
- E. No mobile vending unit may occupy more than two (2) parking spaces on a City street.
- F. No mobile food vendor shall operate within thirty (30) feet of any intersection and no part of the mobile food vending unit shall block visibility of adjacent intersections or on-street signage.
- G. No mobile food vendor shall operate within three (3) feet of any public or private driveway, wheelchair ramp or bicycle ramp.
- H. No mobile food vendor shall operate within twenty (20) feet of a bus stop.
- I. No mobile food vendor shall operate within ten (10) feet of a fire hydrant.
- J. No mobile vending unit or mobile vending cart shall operate within fifty (50) feet of the front door of a restaurant unless written permission is given by all restaurants affected.
- K. All mobile vending units and mobile vending carts must have self-contained utilities and shall not use the city's utilities or private utilities without express written permission from the City or the property owner.
- L. No mobile food vendor shall sell goods, wares or other items of merchandise other than victuals or marketing items related to the mobile food vendor.

- M. Mobile food vendors shall utilize accessory storage/coolers provided they are composed of hard plastic or metal. Storage containers made of paper, cardboard, or styrofoam are prohibited.
- N. Each mobile food vendor shall be allowed a maximum of one (1) sidewalk sign within ten (10) feet of the mobile vending unit or mobile vending cart. No mobile food vendor shall place any chairs, stools, tables or other fixtures, furniture or other obstructions on any portion of the Public Street, sidewalk, or right-of-way. Sidewalk signs shall meet the size and location requirements per the Unified Development Code.
- O. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The mobile food vendor must keep all areas within a fifty (50) foot radius of the mobile vending unit clean of grease, trash, paper, cups or cans associated with the mobile vending operation.
- P. No mobile food vendor shall dispose of liquid waste or grease in tree pits, storm drains, onto the sidewalks, streets, or other public spaces. Under no circumstances shall grease be released or disposed of into the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance with all applicable local, state, and federal laws.
- Q. Mobile food vendors shall operate only Thursday - Saturday between the hours of 6:00 a.m. and 2:00 a.m., and on Sunday through Wednesday between the hours of 6:00 a.m. and 12 a.m. All external equipment and accessories must be removed and stored at the end of each day. No mobile vending unit shall be stored, parked or left overnight on City property.
- R. All generators associated with a mobile vending unit or mobile vending cart shall provide sound buffering for each generator. At no time shall any generator operate at sixty-five (65) decibels or above measured at twenty-five (25) feet from the generator.
- S. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart in any manner that impedes the flow of vehicular or pedestrian traffic on any public right-of-way.
- T. No mobile food vendor shall operate a mobile vending unit or mobile vending cart in any manner that impedes the ingress or egress of a building or structure during its operating hours.
- U. No audio amplification system may be used while stationary nor shall any permanent signage be installed as part of a mobile food vendor's operation.
- V. No mobile food vendor shall use any flashing or blinking lights or strobe lights; all exterior lights shall contain opaque hood shields to direct the illumination downward.
- W. No advertising shall be permitted on any mobile vending unit or mobile vending cart, except to post prices and to identify the name of the product or name of the lawful mobile food vendor.

Sec 30-55 - Violations & Fines:

- A. All mobile food vendors must be in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:
 - 1. A fine not exceeding \$150.00 for a first violation.
 - 2. A fine not exceeding \$250.00 for a second violation within one year of any prior violation.
 - 3. A fine not exceeding \$500.00 for a third or more violation within one year of the first.
- B. Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Starkville or with authority to do so in the City of Starkville.
- C. Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile vending unit or mobile vending cart.
- D. Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation. All fines collected shall go to the city's general fund.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: First Public Hearing on amending the Sanitation Ordinance to reflect current operations and allow for any operational changes.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board last updated the Sanitation Ordinance in 2011

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Smiley

SUGGESTED MOTION:

N/A

- **Chapter 94 - SOLID WASTE^[1]**
- **ARTICLE I. - IN GENERAL**
- **Secs. 94-1—94-25. - Reserved.**
- **ARTICLE II. - COLLECTION^[2]**
- **Sec. 94-26. - Definitions for purposes of this article.**

As used in this article the following terms shall have the meaning specified:

Accumulate: To pile up, collect, or gather together over a period of time.

Animal manure: Body waste of animals and fowl and cleanings from barns, stables, corrals or pens used for stabling animals, fowl, birds and the like.

Building: Any public or private structure that is used or adapted for use for human habitation, transaction of business, rendering professional services, amusement or pleasure, for the production, manufacture, display, storage or treatment of goods, wares or merchandise, or for the performance of work or labor.

Commercial and domestic building material: Sand, earth, humus, wood, stone, brick, concrete, construction blocks, roofing, wallpaper and other materials remaining after construction work of any type is complete, including the remains of relocation projects.

Commercial and domestic garbage: Waste products of all animal and vegetable matter resulting from growing, processing, marketing and preparation of food items, including the containers in which these items were packaged.

Commercial trash: All trash from commercial operations, including but not limited to cans, bottles, paper, cardboard and crates.

Commercial rubbish: Every waste accumulation of dust, paper cartons, cardboard cartons, rags and other accumulations which are usually attendant to the operation of stores, offices, and similar businesses.

Commercial waste: Trees, shrubs, weeds, plants, grass and other growing things or parts of growing things which accumulate as a result of clearing, pruning, construction or other operations. Such waste shall be sized in pieces not to exceed eight inches in diameter and no more than 120 inches ten feet in length.

Construction waste: Materials that are remaining from a construction site either commercial or residential that include such items as plumbing supplies, electrical supplies, concrete, masonry, lumber, roofing materials and other materials consistent

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with construction projects. Such waste shall be handled by a private contractor licensed to do business within the City of Starkville.

Container: A plastic refuse bag, residential plastic refuse can with a lid and/or a commercial-type refuse container ("dumpster") furnished by the city; ["corrals" or other open-sided containers used to hold bagged garbage at the curb are not containers and are prohibited by this article.]

Contractor: Any person who is a party to an approved contract or license from the city through competitive bidding for the collection of waste, garbage and trash as described in this article.

Dead animals: Dead animals not intended to be used for food purposes.

Domestic waste: Tree trimmings, lake or eel grass, yard grass, diggings, discarded furniture, appliances and other miscellaneous household discards not accumulated as a result of a business or commercial contract with the property owner or occupant.

Disposal: The final disposition of waste by man. This does not include its ultimate dissemination by forces other than man.

Disposal site: A location, tract of land, area, building, structure, or premises used, or intended to be used, for partial and/or total refuse disposal.

Dump: A site, without effective control, where solid waste is disposed of in an improper, illegal and unsanitary manner.

Dwelling unit: Each unit in any single-unit, duplex, triplex or multi-unit residential living unit with kitchen facilities.

Garbage: Every waste accumulation and animal and vegetable matter which attends the preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject to decomposition, decay, putrefaction, and the generation of offensive and noxious gases or odors, or which during or after decay, may serve as breeding or feeding material for flies, insects, or animals and to include those components of solid waste capable of being recycled, including newspaper; glass; food and beverage containers; aluminum, tin-plated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city. (For the purpose of this article, "garbage" shall include domestic or commercial garbage and rubbish.)

Garden trash: Every waste accumulation of lawn grass, shrubbery, or dry leaf rakings free of dirt, rocks, large branches (does not include stumps, logs, or tree trunks), and bulky noncombustible material.

Household rubbish: Any and all accumulations of waste material from the operation of a home, which is not included in the definition of garbage. Household rubbish may include all appliances, furniture or yard toys. Waste generated by contract or agreement for financial or material consideration of \$1,000.00 or more, or building material waste generated by contractors or do-it-yourself projects is not household rubbish. Solid waste generated by property clearance, tree removal, major trimming, or wood harvesting is not household rubbish.

Insecticide: Any chemical used singularly or in combination in any form for the purpose of killing or controlling flies or other insects or preventing their breeding.

"Junk" and/or "scrap" and/or "salvage": Means solid waste material having nominal or no value including: aluminum cans, steel cans, plastic containers, glass, bottles, paper, cardboard, scrap metal, tin, junk car bodies, junk vehicles, scrap iron, old parts, old lumber, windows, doors, roofing materials, wire, fencing material, brick, concrete, old farm implements, broken machinery and equipment, old pipes, tires, tire rims, hub caps, old plumbing fixtures, tanks, oil drums, batteries, "junk" furniture, and appliances including but not limited to "junk" refrigerators, stoves, washing machines, dryers, water heaters and other appliances that are non-operational and nonfunctional.

Litter: Solid wastes that are scattered about in a haphazard manner.

Multi-unit dwelling unit: The individual unit in any building or structure with kitchen facilities capable of being utilized for residential living, other than a hotel or motel unit, and containing ~~three two three~~ or more units under one roof.

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Nonconforming items: Rubbish which exceeds the city's allowable pick-up dimensions or is considered to be construction materials from a construction project or is referenced herein as not eligible for pickup by the city. See definitions for exclusions.

Occupant: A person who has the use of or occupies a building or a part or fraction of a building, whether such person is the owner or some other person having the care, custody, possession or control of the building.

Owner: The person who holds legal title to a building or the agent of that person, or some other person having the care, custody, possession or control of a building or to whom rent for the building is paid.

Recyclable materials: Those components of solid waste capable of being recycled, ~~(being market dependent) which may~~ including ~~include~~ newspaper; glass; food and beverage containers; aluminum, tin-plated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city.

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Recycling container: Any holder or receptacle of recyclable materials that is designated as such by the City of Starkville or its contractor. This definition may include includes marked recycling bags or stationary recycling containers provided by the City of Starkville or its contractor for residential or commercial recycling use.

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Refuse: Garbage, trash, rubbish and waste of every form, including containers in which food and beverages are packaged.

Residual insecticide: An insecticide that adheres to a surface and remains toxic to flies for an extended period of time.

Rubbish: See "household rubbish".

~~*Rubbish division:* The division of the sanitation and environmental services department that handles the pickup and disposal of rubbish as defined in the article.~~

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Sanitation and environmental services department: The department that handles matters related to sanitation, rubbish, recycling, landscaping and landfill services for the City of Starkville.

Sanitary condition: Refers to a refuse container's state, free of noxious odors and fumes and cleansed of liquid and semi-liquid wastes with bleach or other sanitizing agents.

Solid waste: Garbage, trash, household rubbish, "junk", "scrap", "salvage" or any combination thereof.

Spot treatment: Application of a residual insecticide spray to a specific area for the purpose of controlling or preventing infestation.

Stumps, logs or tree trunks: Such tree trimmings and tree waste that exceeds eight inches in diameter and 120 inches ten feet in length. Such material will not be picked up by the city and whose disposal will be the responsibility of the property owner.

Trash: Garden trash, household rubbish, and tree trimmings, or any combination thereof

Tree trimmings: Every accumulated waste of tree branches, parts of trees, bushes: or shrubs, leaf cuttings, fruits, or other matter which usually creates waste in the care of trees and large bushes (does not include stumps, logs, or tree trunks).

User: Any person, firm, or corporation, or any residential, commercial, or industrial establishment or property that utilizes the city's solid waste collection service(s), whether the solid waste is collected in a city-furnished metal container, plastic bags, or not containerized at all (as in the case of tree trimmings, appliances, etc.).

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(Ord. No. 2011-3, § 1, 8-2-11)

• **Sec. 94-27. - Property maintenance.**

All residential customers and all business, commercial or industrial establishments within the city shall be responsible for picking up and placing in containers, any and all solid waste which may accumulate on the premises of such customers or establishments.

- (a) *Accumulations of metal cans.* No person shall at any time permit metal cans to accumulate on his premises. No cans shall be placed in the city sponsored containers unless they are free from putrid substances. The city or its contractor will at regular intervals remove the cans from sponsored or designated pickup sites and dispose of them in a proper manner. Whenever possible, the city will pick up cans through its curbside recycling program.
- (b) *Accumulations of newspapers.* No person shall at any time permit newspapers or similar newsprint products to accumulate on his/her premises. The sanitation division or its contractor shall provide metal containers at suitable locations around the city for the collection of newsprint materials. Whenever possible, the city will pick up newspapers through its curbside recycling program.
- (c) *Accumulations of paper boxes or similar containers.* Any person operating a business establishment within the city where paper or cardboard boxes or other paper or fiber containers are used shall not permit the boxes to accumulate on the premises, and shall dispose of them in the refuse containers provided by the city or the city's contractor or shall contract as appropriate for their removal from the premises of the business establishment.
- (d) *Accumulations of refuse; noxious vegetation; unlawful dumping.* The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract, parcel of land, or the streets adjacent to the land, within the city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.

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It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.

It shall be unlawful for the owners or occupants of any land or premises in the city to permit the excessive growth of weeds and other noxious plants on the land.

It shall be unlawful for any person to cause or permit dumping of refuse, waste, trash or garbage on abandoned or vacant property anywhere in the city unless the site has been posted by the city as an approved dump site.

- (e). *Correction of violations.* The city shall have the power to enter upon private property, at reasonable times, to investigate conditions relating to provisions of this article. Whenever, in the opinion of the sanitation and environmental services department head or the building code or code enforcement official, the owner or occupant of any property in the city has violated any of the provisions of this section, the aforementioned authorities, via the code enforcement officer, shall give ~~seven ten~~ calendar days notice in writing to the owner, if his address can be ascertained by reasonable diligence, and, if not, by posting it in a conspicuous place on the property, requiring the owner or occupant to remove immediately or prevent the offending condition described in the notice. On failure of the owner or occupant to do so within the ~~seventen~~-day period, he shall be in violation of this section and subject to the penalties provided in this Code, and the city may ~~also~~ correct the offending condition at the owner's or occupant's expense and in accordance with the applicable MS Code § 21-19-11.

(Ord. No. 2011-3, § 2, 8-2-11)

• **Sec. 94-28. - Collection required; collection contractor.**

- (a) The city shall collect, or cause to be collected through issuance of a negotiated contract, all solid waste and recyclable materials (as market conditions allow) at regular intervals to be determined by the city. All solid waste in the business section of the city shall be collected and disposed of at regular intervals. The owner or operator of each business establishment shall be required to pay the expenses of collecting and disposing of that solid waste. All residents, occupants or owners of residential premises in the city shall be required to have accumulations of solid waste removed and disposed of by the city or its contractor. The owner or operator of each business

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establishment shall be required to dispose of all solid waste at regular intervals whether by the city or an independent contractor for hire engaged by the business owner or operator.

- (b) No contractor shall collect or convey over any of the streets or alleys of the city, or dispose of any refuse accumulated in the city without a privilege license issued by the city. This subsection shall not prohibit the actual producers of refuse or the owners of premises upon which refuse has accumulated from personally collecting, conveying and disposing of the refuse, provided the provisions of this Code are complied with. This subsection shall not prohibit collectors of refuse from outside the city from hauling the refuse over city streets; however, such collectors must comply with this Code and with all other laws and ordinances governing such transport.

(Ord. No. 2011-3, § 3, 8-2-11)

• Sec. 94-29. - Containers.

- (a) *Compaction of refuse.* Prior to depositing refuse for collection in garbage containers or commercial containers, the owner or other person depositing such refuse shall collapse all cardboard boxes and other items which can reasonably be reduced in size. Whenever possible such deposit should be made to the recycling bins available for such use.

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- (b) *Specifications.* Refuse containers are required as follows:

Residential containers. Each resident ~~may will~~ be provided waterproof plastic bags of heavy mil construction by the city's sanitation division which can be safely and securely closed. The owner of real property shall be responsible for furnishing adequate refuse containers for the property. ~~as provided by the city.~~ Any resident who desires to purchase an individual plastic container may do so understanding that said container is the responsibility of the resident to obtain and maintain and shall be placed for pick-up in accordance with the requirements of [section 94-30\(e\)](#) of this article. ~~Each resident will be provided a separate waterproof plastic recycling bag of heavy mil construction by the city's sanitation and environmental services department which can be safely and securely closed. The recycling bags will be picked up on a schedule that will be provided by the sanitation and environmental services department and will include the necessary instructions for compliance with this article. Such designated recycling bags will not be eligible for placement on the curbside other than on the day of pickup by the city or its contractor. Any such use of the designated recycling bags other than for recycling will be a violation of this article. Upon placement of the recycling bag at the curb for pickup per the recycling program said bag becomes the property of the City of Starkville to be disposed of in accordance with this article and to provide the city with remuneration for the support and continuation~~

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of the recycling program. Tampering with, opening and removing recyclables from said bag shall be ~~considered a violation of this article.~~

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Commercial containers. All commercial garbage deposited in refuse containers must be placed in plastic bags, garbage container liners or other containers that shall be approved by the sanitation and environmental services department head. Any commercial establishment or commercial or residential construction project not using refuse containers owned by the city or its designated contractor, shall furnish roll-off containers which are adequate to hold all demolition and construction materials as well as tree trimming wastes.

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(c) *Use of city-owned containers.* The city may furnish refuse containers owned by the city to all commercial and multi-family establishments. It shall be the duty of the sanitation and environmental services department head or a designated representative to regulate the placement of all city-owned refuse containers.

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(d) *Prohibited commercial receptacles.* No commercial refuse shall be deposited in or collected from an open bin, trash room, oil drum, box or any other receptacle not authorized in this article.

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(e) *Disposal of ashes.* Ashes shall be cooled for 24 hours before depositing the ashes in any commercial refuse container. Any establishment depositing hot ashes in any refuse container within the city which cause damage to the refuse container shall be responsible for the costs of replacing the damaged refuse container.

(f) *Maintenance.* All refuse containers shall be maintained and kept in a sanitary condition by the lessee of record with the city. Periodic treatment of the interior of a refuse container with a residual insecticide by the user may be required. Any refuse containers which fail to meet these sanitary standards are declared to be a nuisance by order of the sanitation and environmental services department head and shall be collected and replaced at a cost to the lessee as determined by board order or resolution, not to exceed one time per annum.

(g) *Recycling containers.* If recycling is in effect, ~~the~~ the city or its contractor shall provide recycling containers for holding recyclable materials at specified, permanent locations throughout the city as approved by the mayor and board of aldermen or in the case of a the city curbside recycling program the city shall provide individual containers as determined by the city curbside program administrator or sanitation and environmental services department head or a designated representative. Only recyclable materials shall be stored in these recycling containers, until collected in accordance with this article. To be eligible for pickup at such locations, recyclable materials must be placed into a designated recycling container. Newspapers shall be securely tied in a bundle and placed inside the recycling container. The curbside recycling program (if curbside recycling is in effect) of the City of Starkville serves in addition to the designated, permanent recycling drop-off locations.

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(Ord. No. 2011-3, § 4, 8-2-11)

• **Sec. 94-30. - Points of collection.**

(a) *Residential service generally.* Except as otherwise provided, all residential solid waste including recycling materials ~~(if curbside recycling is in effect)~~ to be collected shall be placed within five feet of the curb, paved surface of the roadway or closest accessible right-of-way, without impeding or blocking any portion of any sidewalks, or at such other location agreed to by the city or its contractor that will provide safe and efficient accessibility for the collection crew and vehicle.

(b) *Special residential service.* Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.

(c) *Commercial service.* All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.

(d) *Multi-unit residential.* In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.

(e) *Prohibited.* The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash, ~~recycling bags, or their respective containers~~ shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a

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violation and will be subject to the fines and penalties as outlined in the board approved resolution.

(f) *Review.* The sanitation and environmental services department head will review this article annually and report ~~to the solid waste and recycling committee any~~ recommendations for consideration ~~by~~ to the board of aldermen.

(Ord. No. 2011-3, § 5, 8-2-11)

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• **Sec. 94-31. - Frequency of collection.**

(a) *Frequency of collection* under this ordinance shall be as follows:

Domestic garbage shall be collected ~~not less than two times per week~~ not less than one time per week. There shall be at least a two-day interval between collections. Exceptions will occur due to holidays and other exigent circumstances. Such exceptions shall be noticed whenever possible through the use of public service ads with the local news media, social media, and on the website of the City of Starkville.

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Domestic waste/rubbish shall be collected at least once each week as determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.

Waste from commercial establishments using commercial refuse ~~c~~Containers and plastic bags shall be collected in accordance with section 94-30 of this article.

Commercial garbage and trash shall be collected not less than one time per week and no more than six times per week.

~~Recycling materials and d~~Domestic garbage shall be picked up on a regular schedule that shall be determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.

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(b) *The collector of refuse* shall have the right to divide large accumulations of trash for successive collections which shall be in conformance with the schedule provided by the sanitation and environmental services department head or a contract for collection as approved by the board of aldermen.

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(Ord. No. 2011-3, § 6, 8-2-11)

• **Sec. 94-32. – Container pad requirements.**

(a) *Front-end-loaded refuse container location requirements.* No front-end-loaded refuse container shall be located within any required front or street side yard setback. No

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such container shall be located in any required parking space or vehicular use area, or in any required buffer yard or landscaping area. All refuse containers shall be plugged and shall utilize plastic lids.

(1) *Container pads.* Front-end-loaded refuse container pad(s) shall be provided by the property or business owner for all front-end-loaded Containers and shall be constructed, as a minimum, concrete strength of 3,000 psi after 28 days of curing, eight inches thick with 10 by 10 wire mesh, four inches thick with number four steel reinforcing bars on eight-inch centers in each direction, or as approved by the sanitation and environmental services department head who shall find that the reduction is necessary to provide property rights enjoyed by others in the same zoning district, and will not be detrimental to public health, safety, and welfare. The concrete slab should have a minimum slope of 0.5% and a maximum slope of 10.0%. A six-foot-long approach slab of identical width, thickness, and composition to the container pad shall also be constructed adjacent and of equal slope to said pad(s). Two 36-inch high bollards, constructed of eight-inch diameter steel pipe filled with steel-reinforced concrete shall be placed 36 inches on-center apart and one-foot on-center from the rear of the enclosure.

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(2) *Grading and subsoil preparation.* Final grading should insure the expedient removal of surface and stormwater from the proximity of the structure. The following shall apply to subsoil preparation: Undercuts must be free of any loose or relocated soils. Excessive wet or soft areas should be removed. Install imported, clean sandy clay with a unified classification of SC or CL and a plasticity index of 10 to 25. Install imported clay in two equal lifts compacted to a minimum density of 95% to achieve a minimum finished thickness of 12 inches.

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(3) *Front-end-loaded refuse container screening requirements.* Front-end-loaded refuse Containers shall be opaquely screened from view from public streets and adjacent properties, to a height of at least six feet, or six inches higher than the height of the container (whichever is higher). This screening may be achieved by a masonry wall, fencing, landscaping or by virtue of the location of the container on the building site. A combination of the above methods may also be utilized. Unscreened refuse containers currently located throughout the city shall be reviewed on a case-by-case basis by the sanitation and environmental services department head to determine appropriate screening of the container. Establishments unable to comply with this requirement shall have their situation reviewed by the sanitation and environmental services department head with appeal to the board of aldermen for the determination of the ability, utility and aesthetic impact of the compliance with the current ordinance standards.

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(Ord. No. 2011-3, § 7, 8-2-11)

• **Sec. 94-33. - Prohibited acts.**

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Except as provided in this article, it shall be unlawful and a violation of this article to do any of the following:

- (a) For any contractor other than the city to collect or transport solid waste or recyclable materials for hire or remuneration of any kind without a privilege license issued by the city.
- (b) For any person or contractor other than the city or its designated contractor to remove solid waste or recyclable materials from any city owned or controlled or designated refuse bin, container, or collection location.
- (c) For any person or contractor other than the city to place or cause to be placed any solid waste upon the property of another.
- (d) For any person to do any act prohibited or fail to do any act required by this article or by regulations adopted pursuant to this article.
- (e) For any person to withhold payment as required by this article or not otherwise conform to the solid waste rate resolution.
- (f) For any person to dump, cause to be dumped, place or cause to be placed any refuse or rubbish of any kind along the rights-of-way, sidewalks and the streets of the city except as provided for in this article.
- (g) For dead animals over ten pounds to be placed for collection by the city or its contractor.
- (h) For loose litter to be left at collection sites or to be placed in containers other than those authorized by the city for collection. No loose litter shall be collected from the residential containers authorized in [section 94-29\(b\)\(1\)](#) of this article.
- (i) For any person to sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.
- (j) For any person, ~~while a driver or passenger in a vehicle,~~ to throw or deposit litter upon any street or other public place within the city or upon private property.
- (k) For any person to throw or deposit litter in any fountain, pond, lake, stream or other body of water in a park or elsewhere within the city.

(Ord. No. 2011-3, § 8, 8-2-11)

• **Sec. 94-34. - Collection regulations.**

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The mayor and board of aldermen have provided for the collection and disposal of solid waste, regulate the manner and time of such collection and disposal, establish the rates to be charged therefore, and otherwise make such rules and regulations pertaining to solid waste as may be desirable to assure the public health and welfare.

- (a) Every household, commercial establishment, or industrial establishment within the city shall containerize all solid waste for disposal. All large cardboard boxes should be collapsed and placed in a container for collection.
- (b) All solid waste collected at, residential establishments that cannot feasibly be containerized, such as large tree trimmings shall be removed by the city by special arrangement with the rubbish division. All solid waste collected at commercial establishments that cannot feasibly be containerized shall be removed by the city only by special arrangement with the sanitation and environmental services department.
- (c) All establishments that prepare or handle food or food related products shall place the waste generated from such activities in tightly-secured plastic bags prior to disposing of the waste in a refuse container.
- (d) All solid waste to be collected by the city's curbside service must be placed within five feet of the traveled portion of the street and shall not block or impede travel on city sidewalks.
- (e) Solid waste shall not be placed in the street, drainage ditches, gutters, or on the sidewalk.
- (f) The city shall have the option of requiring solid waste containers (dumpsters) at any multi-unit residential, commercial or industrial establishments within the city. The decision to place a certain type or a certain number of a certain size container shall be based upon the type and amount of solid waste generated by said establishments as determined by the sanitation and environmental services department head. All solid waste to be removed by the city must be placed in such a container.
- (g) All containers placed by the city must be easily accessible to the collection vehicle. Any person blocking or hindering access to the container shall be considered in violation of this provision of this article and subject to fines and/or other penalties as contained in the penalty and fine resolution referenced herein.
- (h) Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department.
- (i) Solid waste to be removed by the city shall be placed for collection only in a container rented to the lessee by the city, or on property owned or controlled by the lessee. Additionally, the scavenging of solid waste from another lessee's container is prohibited and will be considered a violation of this article.

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(j) All solid waste, except garden trash and tree collection in plastic bags shall be placed for collection only on the day that the user placing the solid waste is scheduled for collection ~~except~~ as provided for in [section 94-30\(e\)](#). Any user placing for collection any such solid waste on days that solid waste is not scheduled to be collected will be considered in violation of this article.

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(k) Any solid waste not placed for collection in conformance with the provisions of this article will not be removed by the city.

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(l) Landscape and yard maintenance solid waste placed at curbside shall be limited to 20 cubic yards of material, during one week.

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(m) Wood cuttings placed at curbside may be no more than eight inches in diameter, and rigid materials shall be no more than ten feet in length.

(n) Solid waste resulting from property clearance i.e. stumps, logs and tree trunks, not considered to be trimming, shall not be permitted to be placed on the street or the curb or the sidewalk, and the responsibility for removal is that of the property owner.

(o) Tires shall not be permitted to accumulate or remain exposed on residential property. The rubbish division of the sanitation and environmental services department will pick up no more than four tires at any one time from any one residential location. The accumulation of tires at commercial locations is not allowed. The commercial customer/property owner shall be held responsible for removal.

(p) Solid waste resulting from construction, demolition or renovation, including "do-it-yourself" projects is not household rubbish, and it is the responsibility of the property owner, contractor and/or tenant to remove the same.

(q) Carpet and carpet padding from residential customers may be placed at curbside only when bagged as garbage or legally placed in a commercial-type refuse container. All carpet and padding from commercial or residential contract jobs must be removed by the contractor.

(r) All establishments are responsible for controlling offensive odors in steel Containers through sanitizing and deodorizing if necessary. In addition to the enforcement provisions of this article, the sanitation and environmental services department head reserves the right to schedule and charge for additional weekly pickups if necessary in the department head's sole determination.

(s) In parks or along streets where containers or other receptacles are not available, all litter shall be carried away by the person responsible for its presence and disposed of as provided for in this article.

(Ord. No. 2011-3, § 9, 8-2-11)

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• **Sec. 94-35. - Maintenance and protection of containers.**

- (a) Solid waste containers shall be kept closed tightly except during the collection or deposit of garbage, trash, or refuse. The contents of all containers shall be so protected that the wind cannot blow out and scatter the contents of the receptacles over the rights-of-way, roadways, streets, alleys, and premises of the city.
- (b) Every solid waste container and its surrounding area shall be maintained by the user in as sanitary condition as possible. Periodic treatment with a residual insecticide by the user may be required.
- (c) All solid waste holding or containing any liquid must be drained or dried before being deposited in a container.

(Ord. No. 2011-3, § 10, 8-2-11)

• **Sec. 94-36. - Transportation of solid waste.**

- (a) Hauling of any solid waste, including building material waste, shall be done on public roads and highways only in vehicles covered so as to prevent any spilling, dripping, blowing or other loss of materials in transit.
- (b) It shall be unlawful for any person hauling any fill, rock, sand, concrete or other materials to spill these materials onto the streets of the city. Any person who shall violate the provisions of this section shall upon conviction be punished as provided in this Code and through the fine and penalty resolution referenced herein, and subsequent continued violations may be so punished from time to time in spite of previous convictions or acquittals of the original violation or charge. No conviction or acquittal shall be deemed to bar any civil remedy to enforce compliance with the regulations of this section or to abate any nuisance arising from a violation.

(Ord. No. 2011-3, § 11, 8-2-11)

• **Sec. 94-37. - Certain wastes unsuitable for collection.**

The city's sanitation and environmental services department shall not collect or remove, in any quantity, the following:

- (a) Dead animals, animal dressings, or animal manure in excess of ten pounds and/or not capable of being secured within the city approved plastic refuse bag.
- (b) Waste oils from garages.
- (c) Highly flammable or explosive materials.

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- (d) Any solid waste that, in the opinion of the sanitation and environmental services department head, would damage or potentially could damage any city equipment and/or vehicle used in the collection and disposal of solid waste.
- (e) Solid waste generated by contractors, including, but not limited to, lumber, plaster, sand, gravel, plumbing fixtures, roofing materials, or tree trimmings, resulting from the building, remodeling, or demolishing of any structure, or the clearing of any lot or parcel of land for development.
- (f) Automobile frames and parts.
- (g) Any solid waste from industrial establishments that is not containerized and properly placed.

(Ord. No. 2011-3, § 12, 8-2-11)

• **Sec. 94-38. - Unlawful accumulation and placement of solid waste.**

- (a) It shall be unlawful for any owner, occupant, or lessee of any building, yard, or parcel of property within the city to allow garbage, trash, or solid waste of any kind to accumulate or remain in the building or upon the yard or lot as required by this article.
- (b) It shall be unlawful for any person to scatter, dump, throw, drop, sweep, or place, or cause to be scattered, dumped, thrown, dropped, swept, or placed, any garbage, trash, or solid waste of any kind upon the street, alleys, sidewalks, playgrounds, parks, drainage ditches, vacant lots, or any other property, public or private, within the city, unless placed for collection in conformance with this article.
- (c) It shall be unlawful for any person to deposit or permit to be deposited any solid waste that maybe injurious to the health of people or harmful to the environment at any open dump or other disposal site without express permission from the mayor and board of aldermen, the state health department and the Mississippi Department of Environmental Quality.

Further: Permission will be given only if disposal is accomplished by sanitary landfill, approved incineration, or by other means now available, or which may later become available, as approved or established as standards by the Mississippi Department of Environmental Quality.

No solid waste or other potentially harmful waste shall be burned except in incinerators meeting all requirements and air pollution controls as are now established or as may later be established by any local, state or federal agency.

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Certain wastes shall be permitted to be openly burned only with the authorization of the Mississippi Department of Environmental Quality and the approval of the City of Starkville Fire Chief.

- (d) It shall be unlawful for a person to accumulate junk, scrap or salvage material on any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the City of Starkville in such quantities as shall constitute a public nuisance; provided, however this section shall not apply:

If the junk, scrap or salvage material is completely enclosed within a building in a lawful manner where it is not visible from the street or other public property; or

Where the junk, scrap or salvage material is enclosed in an outdoor storage area that is maintained in such a manner that it does not constitute a health hazard and it is screened from ordinary public view.

(Ord. No. 2011-3, § 13, 8-2-11)

- **Sec. 94-39. - Establishment of rates and deposits and fines and penalties.**

The city shall by order or resolution, as adopted on September 18, 2007, as amended and revised, set collection rates, and may establish security deposits, for all customers served under the terms and conditions of a contractor agreement for collection of solid waste. These rates shall be reviewed periodically and shall be adjusted based on available data such as current cost paid to the contractor for services, administrative cost incurred by the city and any cost associated with compliance with state, county or federal environmental regulations.

Penalties and fines for violations of this article shall be established and may be included with other related enforcement orders or resolutions. The establishment of the fine schedule for trash violations will be enforced on a calendar year basis with the fine schedule for the number of violations resetting to zero as of January 1 of each calendar year.

The existence of delinquent sanitation accounts will be handled in accordance with the applicable state law and the existing City of Starkville Municipal Code of Ordinances.

(Ord. No. 2011-3, § 14, 8-2-11)

- **Sec. 94-40. - Responsibility for payment of charges.**

The owner and/or occupant of each residential collection unit, whether or not it is occupied, shall be responsible for payment of the fees and deposits prescribed in this

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article and determined by order or resolution of the board of aldermen. [The owner or occupant of each multi-tenant commercial unit shall be responsible for the deposit and payment of charges for collection as reflected on the utilities statement if such unit is receiving utilities and/or sanitation service from the City of Starkville.](#)

(Ord. No. 2011-3, § 15, 8-2-11)

- **Sec. 94-41 – Location and screening of sold waste containers.**

See development standards for all requirements by use for solid waste containers.

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AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Consideration of extending the emergency declaration for the COVID pandemic another 30 days.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of extending the declaration of an emergency for another 30 days.

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: December 21, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance
AGENDA DATE: 12.21.21
PAGE: 1

SUBJECT: Request acceptance of the renewal of liability insurance coverage with MS Municipal Service Company at a cost of \$227,890.82.

Two quotes received: Travelers - \$265,000.00
MS Mun Svc Co - \$227,890.82

**REQUESTING
DEPARTMENT:** City Clerk Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:
Lesa Hardin, City Clerk

PURCHASING: N/A

DEADLINE: December 31, 2021

AUTHORIZATION HISTORY: On November 16, 2021, the Board requested that the Clerk seek quotes for the city's annual liability insurance policy and to receive quotes for both consent-to-settle and non-consent-to-settle options. This coverage is due December 31, 2021. After compiling loss claim statements and various other information for companies to quote, the following was received:

1. **Travelers** does not have a "consent" endorsement that can be applied to their policy. They do have the ability to set up some guidelines for adjusters to follow when claims are filed which would include communication with the city on the progression of claims/settlements, etc. They do have the ability to invoke a "hammer clause" on a claim if the city is passionate about not settling a claim. This clause would mean that if the city decides they are not willing to settle a claim for an amount that Travelers negotiates, the city would be liable for anything above that initial amount. You typically see these available in professional liability policies (Director and Officer and law enforcement), not so much in the general liability and automobile liability arena. Travelers would only have one quote option for the city's liability package. This would be the case with any insurance companies in the standard market. Travelers would like to re-quote before June 1 so that they may present a quote which will be properly underwritten along with the City's physical damage policy.
Quote: \$265,000
2. **MS Municipal Service Company** will also invoke the same terms as outlined above.
Quote: \$227,890.82 (less 2% discount if paid by 11/30/21)

Both companies have offered to send representatives to discuss in the coming year.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request Approval to Enter into a Maintenance/Repair Agreement with Remote Systems Integration for the Automated Weather Observations System (AWOS)

AMOUNT & SOURCE OF FUNDING: 015-505-600-338 for \$2,400 per year and \$500 for non-covered unscheduled maintenance / repairs, per day

FISCAL NOTE: Approved by Starkville Airport Board on November 29, 2021

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve to Enter into a Maintenance/Repair Agreement with Remote Systems Integration for the Automated Weather Observations System (AWOS)



PO Box 1260 Millington, TN 38083 (800) 261-1774 www.remotesys.com

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

For: KSTF – Starkville, MS

Facility or System: **Automated Weather Observations System (AWOS)**

Start date: May 29, 2022

End date: May 31, 2026

Details of charges:

AWOS maintenance per year: **\$ 2400.00**

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

Non-covered unscheduled maintenance / repairs, per day **\$ 500.00**

Payment terms: Net 30 days

This agreement subject to attached Terms and Conditions.

Customer

Remote Systems Integration

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the period set out between the 'start date' and 'end date'. This agreement may be terminated with or without cause by either party upon 60 days written notice.
- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Annual agreement charges are billed quarterly, with billable maintenance billed when work is completed.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such

as the FAA in the case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. RSI will not be liable for any delay from cause or causes beyond the reasonable control of RSI, including but not limited to any natural or man-made disasters, severe weather, communications or other equipment failures, regulation or orders of government, or delays caused by the unavailability of RSI personnel due to service calls received prior to customer call. Calls are handled in the order received with outages having priority.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

Telephone / voice mail (800) 261-1774 Option 2 (primary and preferred)
e-mail: info@remotesys.com

RSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.

- **MISCELLANEOUS:** This agreement is covered under the laws of the State of Mississippi and constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of a substantial part of RSI or the customer business.

EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 90 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for scheduled inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. **It is the customer's responsibility to monitor the facility and to notify the appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.**



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 21, 2021
PAGE: Page 1 of 7

SUBJECT:

Discussion and consideration of FP 21-07 a request for Final Plat approval for subdividing one lot into two lots at 310 McKee Street in a TN-E zoning district with the parcel number 102B-00-156.00

SUMMARY:

This is a request by Don Crabtree on behalf of Crabtree Properties LLC for the “MINOR SUBDIVISION PLAT FOR THE SUBDIVISION OF LOT 16 AND LOT 17 LESS 10 FT, OFF WEST SIDE AND LOT 18 IN BLOCK C, FAIRGROUND SUBDIVISION” subdivision. The purpose of the requested subdivision is to split an existing lot with two single unit dwelling currently located on it. The proposed subdivision will result in each dwelling unit to be located on a lot. The request does not involve any infrastructure other than sidewalks and is classified as a minor subdivision. In accordance with section 3.12 of the Unified Development Code, the plat was reviewed by the Development Review Committee on December 9, 2021. Comments were issued by the Development Review Committee and the plat was adjusted in accordance with the comments.

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 FP 21-07 a request for Final Plat approval for the “MINOR SUBDIVISION PLAT FOR THE SUBDIVISION OF LOT 16 AND LOT 17 LESS 10 FT, OFF WEST SIDE AND LOT 18 IN BLOCK C, FAIRGROUND SUBDIVISION” subdivision.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
MAYOR AND BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Discussion and consideration of FP 21-07 a request for Final Plat approval for subdividing one lot into two lots at 310 McKee Street in a TN-E zoning district with the parcel number 102B-00-156.00
Date: December 21, 2021

The purpose of this report is to provide information regarding Final Plat request by Don Crabtree on behalf of Crabtree Properties LLC for the "MINOR SUBDIVISION PLAT FOR THE SUBDIVISION OF LOT 16 AND LOT 17 LESS 10 FT, OFF WEST SIDE AND LOT 18 IN BLOCK C, FAIRGROUND SUBDIVISION" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on December 9, 2021.

GENERAL INFORMATION

- The proposed subdivision is located at 310 McKee Street in a TN-E zoning district.
- The gross acreage is +/- 0.45 with a total of 2 lots. The proposed gross density is 4.4 units per acre.
- All easements and dedications are provided on the final plat.
- Electrical service is provided by Starkville Utilities or 4 County.
- Potable water and sanitary sewer utility services is provided by the City.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filed with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.

- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Residential Use in a TN-E zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F1 Street-facing primary entrance along street	yes

ANALYSIS

In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval of Section 3.12.2.C of the UDC.

CONDITIONS OF APPROVAL

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

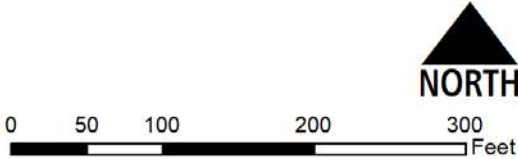
Attachment 1
FP 21-07 Aerial



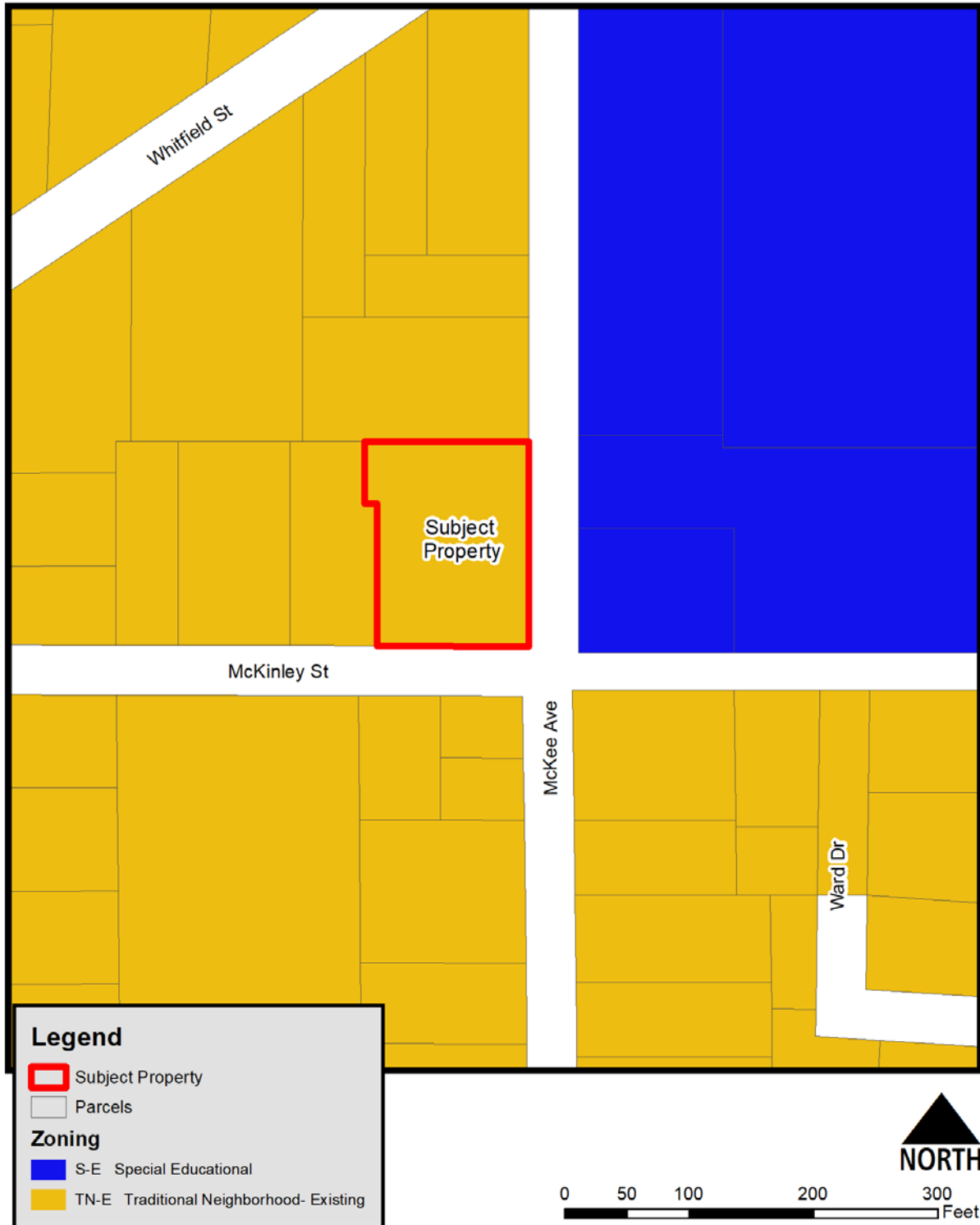
Legend

 Subject Property

 Parcels



Attachment 2
FP 21-07 Zoning



Attachment 3- Final Plat

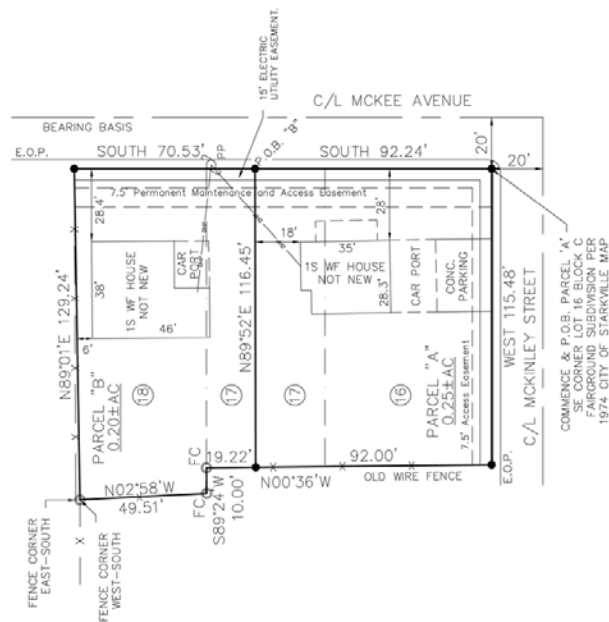


FIGURE 2. 7.5' PERMANENT MAINTENANCE AND ACCESS EASEMENT FOR SIGNALS

PARCEL "A".

A FRAGMENT OF LAND BEING 0.75 ACRES, MORE OR LESS, BEING PART OF LOT 16 AND PART OF LOT 13 IN BLOCK C, FORECLOSED SUBDIVISION OF THE 19TH CITY OF STAMFORDVILLE, MISSISSIPPI, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE IRON PILING MARKING THE SOUTHWEST CORNER OF SAID LOT 16 AND USE AS THE POINT OF BEGINNING; RUN THENCE, ALONG THE NORTH LINE OF SAID LOT 16 TO THE EAST LINE OF SAID LOT 16, A DISTANCE OF 118.48 FEET TO AN IRON PIN; RUN THENCE, ALONG SAID EAST LINE OF SAID LOT 16, A DISTANCE OF 118.48 FEET TO AN IRON PIN; RUN THENCE, ALONG SAID SOUTH LINE OF SAID LOT 16, A DISTANCE OF 118.48 FEET TO AN IRON PIN; MARKING THE WEST RIGHT-OF-WAY FOR MOORE AVENUE; RUN THENCE, ALONG SAID RIGHT-OF-WAY, SOUTH FOR 92.21 FEET BACK TO THE SOUTH LINE OF SAID LOT 16; RUN THENCE, ALONG SAID SOUTH LINE OF SAID LOT 16, A DISTANCE OF 118.48 FEET TO AN IRON PIN; MARKING THE POINT OF BEGINNING.

BEING A STRIP OF LAND FROM THE NORTH END TO THE NORTH RIGHT-OF-WAY FOR MCNEEL STREET, PLUS ONE HUNDRED AND EIGHTY-SIX SQUARE FEET OF THE WEST RIGHT-OF-WAY FOR MOORE AVENUE.

[illegible]

CERTIFICATE OF OWNERSHIP

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

Date of Execution

Date of Execution

Notary Public

CERTIFICATE OF RECORDING

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

Barney Clark

CERTIFICATE OF ACCURACY

Eric F. Moiva, hereby certify that this plat correctly represents a survey and plan made by me or under my supervision; that all monuments shown hereon actually exist and are in the proper position; that the bearings and distances are correctly shown; and that all requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with.

Rate of Execution	ERIC F. KOIVA
-------------------	---------------

CERTIFICATE OF FINAL APPROVAL

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

Date of Execut. on	Engineering Department
--------------------	------------------------

Date of Execution	Planning Department

Date of Execution _____ Fire Department _____

Pursuant to the approval requirements of the City of Starkville, Mississippi, a Unified Development Code, this document was given to the City of Starkville and Board of Aldermen. This document was filed with the City of Starkville on the day of 20th of 2011.

Conditions of approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations, provided, however, this approval shall be void if the applicant fails to file the required documents with the City Clerk within six months hereafter.

Date of Execution _____ Mayor, City of Starkville, Mississippi

Date of Execution



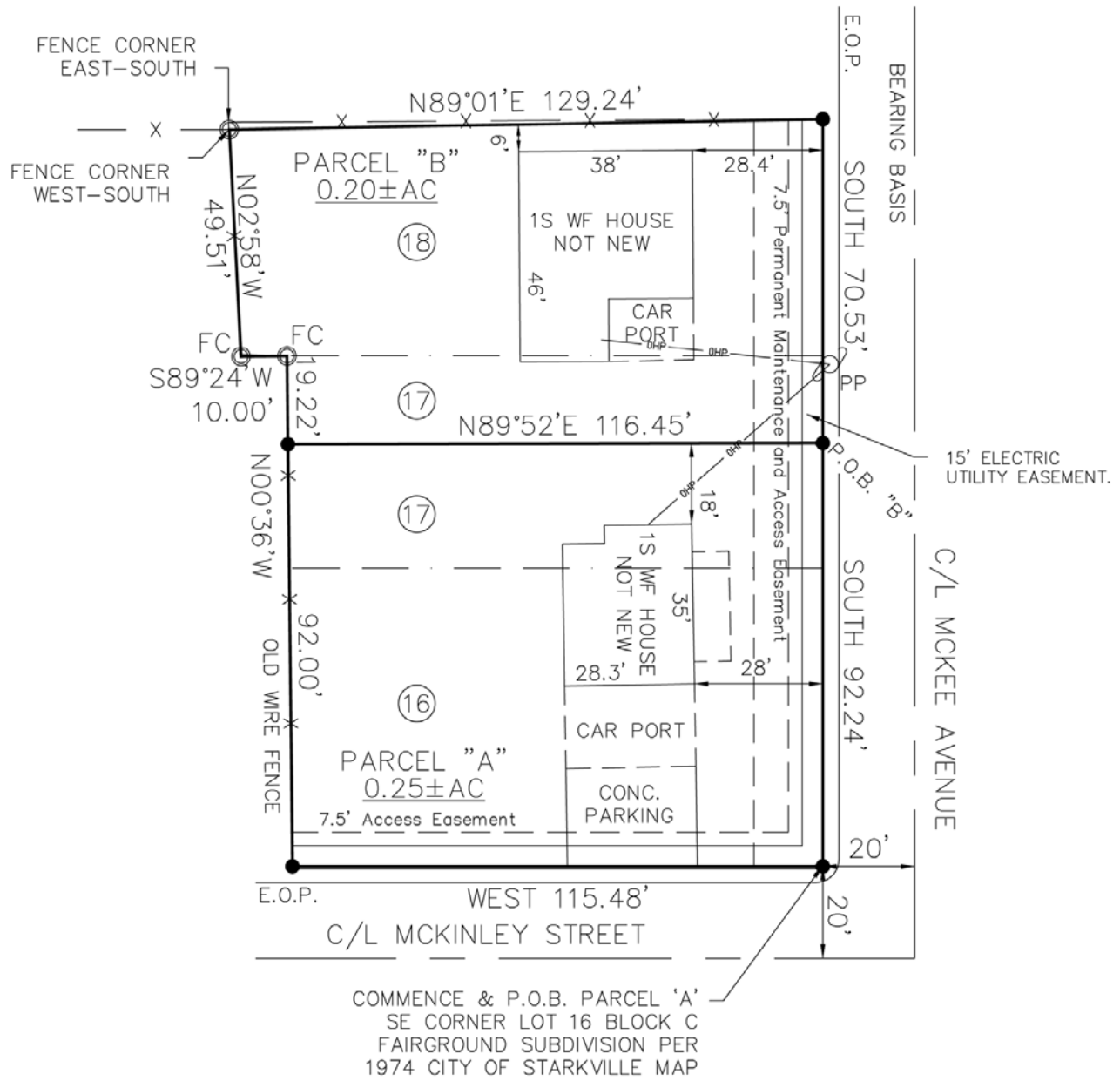
MINOR SUBDIVISION PLAT FOR THE SUBDIVISION OF LOT 16 AND LOT 17 LESS 10 FT. OFF WEST SIDE AND LOT 18 IN BLOCK C, FAIRGROUND SUBDIVISION BREIT ENGINEERING SERVICE, INC. 1000 WEST 15TH STREET ST. LOUIS, MO 63103 PHONE (314) 324-2753	DATE 12-8-81 BY JOHN JAMES JAY DESIGNED BY MOD MOB
--	--

[illegible]

GENERAL INFORMATION	CLASS "B" SURVEY
PROPERTY MAPS: 110 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 9	

SCALE: 1" = 10'

Attachment 4- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12.21.21
PAGE: 1

SUBJECT: Consideration of rejecting the bids for the Sportsplex Parking lot and accepting alternate B2.2 from Gregory Construction for the parking lot project bid to complete the parking lot paving.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

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

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Attached is the original Bid tabulation for the Sportsplex parking lot project with several alternates. One of the alternates included in the original bid but was initially not accepted was to complete the asphalt paving of the parking lot. The total for the Alternate from the Low bidder (Gregory construction) was \$169,100. The hope was that the City could get a better price by lumping it together with the City's overlay project or possibly as a stand-alone project.

We took bids for the parking lot paving as a standalone project on Thursday, December 9 and received two bids:

Site masters construction: \$197,915.10
Murphree paving: 165,845.00

After much consideration, the Staff recommends accepting the alternate from Gregory even though it may be slightly higher than the low quote for the following reasons:

- Since Gregory is currently working on the project, we would not need to manage two contractors on the same site thereby eliminating any potential claims or responsibilities for damage or inadequacies with the project.
- Gregory believes that they will be able to complete the paving by the end of 2021. If we had to perform with a second contractor, it would take over a month to execute contracts, bonds, etc.
- The asphalt plant is planning on closing for maintenance at the end of the year and if we chose to go with a second contractor, there is a likelihood we may not be able to complete until warmer weather in late February or March.

SUGGESTED MOTION: Move for approval of rejecting the bids for the Sportsplex Parking lot and accepting alternate B2.2 from Gregory Construction for the parking lot project bid to complete the parking lot paving.

STARKVILLE SPORTSPLEX IMPROVEMENTS 7/1/21

Bidder								
				Sports Contractors Unlimited	Stewart Environmental Contractors	Gregory Construction	Burns Dirt Construction	Flagstar Construction Co.
Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
A1.1	Base Bid – all work as required by specifications	Lump Sum	1	\$1,231,900.00	\$1,924,795.00	\$1,525,000.00		

ALTERNATES

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
A2.1	Shade Shelters (2)	Lump Sum	1	\$21,500.00	\$30,050.00	\$53,640.00		
A2.2	Vertex Prime Turf	Lump Sum	1	\$65,950.00	\$76,950.00	\$81,170.00		
A2.3	Vertex Prime Turf with cooling composite	Lump Sum	1	\$54,600.00	\$139,482.00	\$67,200.00		

1,308,000

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
B1.1	Base Bid – all work as required by specifications	Lump Sum	1			\$511,000.00	\$590,465.00	

ALTERNATES

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
B2.1	Concrete Work	Lump Sum	1			\$99,800.00	\$147,915.00	
B2.2	Asphalt Paving	Lump Sum	1			\$169,100.00	\$153,100.00	
B2.3	Pavement Markings and Signage	Lump Sum	1			\$20,900.00	\$51,450.00	
B2.4	Sidewalk connection to Travis Outlaw Center	Lump Sum	1			\$52,300.00	\$88,110.00	
B2.5	Road connector to Lynn Lane	Lump Sum	1			\$96,400.00	\$112,640.00	
B2.6	Lighting system	Lump Sum	1			\$91,800.00	\$93,599.00	

851,300

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
C1.1	Base Bid – all work as required by specifications	Lump Sum	1					\$1,798,000.00

ALTERNATES

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
A2.1	Shade Shelters (2)	Lump Sum	1					\$21,000.00
A2.2	Vertex Prime Turf	Lump Sum	1					\$68,000.00
A2.3	Vertex Prime Turf with cooling composite	Lump Sum	1					\$54,000.00
B2.1	Concrete Work	Lump Sum	1					\$120,000.00
B2.2	Asphalt Paving	Lump Sum	1					\$162,000.00
B2.3	Pavement Markings and Signage	Lump Sum	1					\$18,000.00
B2.4	Sidewalk connection to Travis Outlaw Center	Lump Sum	1					\$72,000.00
B2.5	Road connector to Lynn Lane	Lump Sum	1					\$59,000.00
B2.6	Lighting system	Lump Sum	1					\$82,000.00

Total : \$2,159,300



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12.21.21
PAGE: 1

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AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

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

FOR MORE INFORMATION CONTACT: Edward C. Kemp

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STARKVILLE SPORTSPLEX IMPROVEMENTS 7/1/21

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ALTERNATES

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1,308,000

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
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ALTERNATES

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B2.4	Sidewalk connection to Travis Outlaw Center	Lump Sum	1			\$52,300.00	\$88,110.00	
B2.5	Road connector to Lynn Lane	Lump Sum	1			\$96,400.00	\$112,640.00	
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851,300

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
C1.1	Base Bid – all work as required by specifications	Lump Sum	1					\$1,798,000.00

ALTERNATES

Item No.	Description	Unit	Quantity	Total	Total	Total	Total	Total
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B2.1	Concrete Work	Lump Sum	1					\$120,000.00
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B2.6	Lighting system	Lump Sum	1					\$82,000.00

Total : \$2,159,300



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12.21.2021
PAGE: 1

SUBJECT: Consideration of declaring auto shop equipment (Hydraulic Hose Crimping machine- without pump, Stock of Hydraulic hose, Hydraulic hose stems, Valve grinding machine- SN 23135, and hydraulic hose cutoff saw) as surplus and auction on Govdeals.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

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

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Below are the items that are to be declared surplus and auctioned on Govdeals. They are no longer useful to our department and have reached their useful life. The City used to custom make hydraulic hoses but they are now readily available in nearly every parts supply store. These are tools and materials used to make hoses but have not been used for several years and need to be removed to continue cleaning the shop.



SUGGESTED MOTION: Move for approval of declaring auto shop equipment (Hydraulic Hose Crimping machine- without pump, Stock of Hydraulic hose, Hydraulic hose stems, Valve grinding machine- SN 23135, and hydraulic hose cutoff saw) as surplus and auction on Govdeals.



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 12/21/2021

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 December 15, 2021 is \$2,741,260.61
Of which the claims amount for Starkville Utilities is \$1,555,546.01

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 30, 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.



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

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
Comptroller
Starkville Utilities

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/22/21 ACCOUNT 23200

PAGE 1
RUN DATE 12/14/21 11:08 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	124	ATMOS ENERGY									
3012612404-12/21	12/08/21	0	Utility bill		12/22/21	792.31	.00	ACH			
					VENDOR TOTAL:	792.31					
VENDOR:	125	AT & T									
NOV 2021	12/08/21	0	Phone bill		12/22/21	816.37	.00	CHK			
					VENDOR TOTAL:	816.37					
VENDOR:	131	ALTEC INDUSTRIES, INC.									
11784811	12/10/21	10027	Small tools		12/22/21	69.93	.00	ACH			
11792273	12/10/21	10054	Battery Crimper Gun		12/22/21	4311.72	.00	ACH			
11794636	12/10/21	10027	Tools		12/22/21	441.93	.00	ACH			
					VENDOR TOTAL:	4823.58					
VENDOR:	143	ARTHUR J. GALLAGHER & CO.									
4010216	12/08/21	0	Railroad Insurance		12/22/21	2500.00	.00	ACH			
					VENDOR TOTAL:	2500.00					
VENDOR:	146	AT&T MOBILITY (FIRSTNET)									
11/27/21	12/09/21	0	Cell phones		12/22/21	636.65	.00	CHK			
					VENDOR TOTAL:	636.65					
VENDOR:	303	C SPIRE WIRELESS									
NOV 2021	12/09/21	0	Phone bill		12/22/21	464.76	.00	CHK			
					VENDOR TOTAL:	464.76					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
DEC 2021-TAX	12/09/21	0	Tax Equivalency		12/22/21	113750.00	.00	CHK			
					VENDOR TOTAL:	113750.00					
VENDOR:	307	CITY OF STARKVILLE									
2021-KRONOS	12/14/21	0	Kronos Payroll Fees		12/22/21	11550.00	.00	CHK			
					VENDOR TOTAL:	11550.00					

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				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	1217		LIGHTS AND BALLASTS LLC								
407406	12/08/21	0	Maintenance		12/22/21	240.00	.00	ACH			
864035	12/10/21	0	Maintenance		12/22/21	1170.00	.00	ACH			
					VENDOR TOTAL:	1410.00					
VENDOR:	1305		NEXAIR, LLC								
9396995	12/13/21	10100	Gas cylinder rentals		12/22/21	56.54	.00	ACH			
					VENDOR TOTAL:	56.54					
VENDOR:	1335		VERIZON CONNECT NWF, INC								
MINS0045727	12/09/21	0	Vehicle GPS Services-CITY206		12/22/21	130.00	.00	CHK			
OSV000002618457	12/09/21	0	Vehicle GPS Services-CITY206		12/22/21	809.50	.00	CHK			
					VENDOR TOTAL:	939.50					
VENDOR:	1390		JACKSON NEWELL PAPER CO								
3139753	12/10/21	10049	Supplies		12/22/21	216.11	.00	ACH			
3139754	12/10/21	10040	Supplies		12/22/21	149.40	.00	ACH			
3139867	12/10/21	10040	Supplies		12/22/21	262.50	.00	ACH			
3140128	12/10/21	10071	Office supplies		12/22/21	731.42	.00	ACH			
					VENDOR TOTAL:	1359.43					
VENDOR:	1394		NARRATIVE 12 LLC								
12/06/21	12/08/21	0	Consulting		12/22/21	1080.00	.00	ACH			
					VENDOR TOTAL:	1080.00					
VENDOR:	1400		NESCO								
S2493758.001	12/10/21	10053	Supplies		12/22/21	196.87	.00	ACH			
S2493761.001	12/10/21	10053	Supplies		12/22/21	432.57	.00	ACH			
S2494546.001	12/10/21	10059	Supplies		12/22/21	36.35	.00	ACH			
S2496462.001	12/10/21	10079	Materials		12/22/21	481.68	.00	ACH			
S2496894.001	12/10/21	10082	Supplies		12/22/21	152.41	.00	ACH			
					VENDOR TOTAL:	1299.88					

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VENDOR:	1406		NORTHEAST EXTERMINATING								
45864	12/13/21	10101	Pest control		12/22/21	45.00	.00	ACH			
			VENDOR TOTAL:			45.00					
VENDOR:	1536		PALMER'S SERVICE CENTER LLC								
10282021	12/13/21	10102	Truck maintenance		12/22/21	1684.24	.00	ACH			
			VENDOR TOTAL:			1684.24					
VENDOR:	1810		REGIONS COMMERCIAL BANKCARD								
12/03/21	12/13/21	0	Supplies, Travel, Dues		12/22/21	3435.87	.00	CHK			
			VENDOR TOTAL:			3435.87					
VENDOR:	1818		UNITED RENTALS, INC.								
163327879-043	12/13/21	10106	Equipment rental		12/22/21	1395.01	.00	ACH			
195787262-005	12/13/21	10107	Equipment rental		12/22/21	1767.00	.00	ACH			
			VENDOR TOTAL:			3162.01					
VENDOR:	1886		MERIDIAN COOPERATIVE INC								
MC-6986	12/08/21	0	Billing services		12/22/21	24830.50	.00	ACH			
			VENDOR TOTAL:			24830.50					
VENDOR:	1887		S & S LINE SERVICE INC								
2357-2360	12/08/21	0	ROW Clearing		12/22/21	10280.90	.00	ACH			
2361-2362	12/13/21	0	ROW Clearing		12/22/21	5375.00	.00	ACH			
			VENDOR TOTAL:			15655.90					
VENDOR:	1911		SPRINGER ENGINEERING INC								
14277-78	12/09/21	0	Easement Inspection		12/22/21	12030.00	.00	CHK			
			VENDOR TOTAL:			12030.00					
VENDOR:	1917		RONNIE JONES CONST, INC.								
20211937	12/13/21	10087	Crusher run		12/22/21	1995.70	.00	ACH			
			VENDOR TOTAL:			1995.70					

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VENDOR: 1931 STARKVILLE SANITATION DEPT											
NOV 2021	12/09/21	0 Sanitation Collections		12/22/21	247783.73	.00	CHK				
				VENDOR TOTAL:	247783.73						
VENDOR: 1933 STARKVILLE WATER DEPT											
NOV 2021	12/09/21	0 Water-Sewer Collections		12/22/21	754540.44	.00	ACH				
				VENDOR TOTAL:	754540.44						
VENDOR: 1961 THE SHERWIN WILLIAMS CO											
3209-8	12/13/21	10088 Paint		12/22/21	95.45	.00	CHK				
				VENDOR TOTAL:	95.45						
VENDOR: 2017 TEREX UTILITIES											
7177629	12/13/21	9864 Truck repairs		12/22/21	611.00	.00	ACH				
7180533	12/13/21	9970 Truck repairs		12/22/21	1949.51	.00	ACH				
				VENDOR TOTAL:	2560.51						
VENDOR: 2019 TC MARKETING LLC											
2047	12/13/21	9850 Uniforms		12/22/21	464.26	.00	CHK				
				VENDOR TOTAL:	464.26						
VENDOR: 2021 TCC FACILITIES MANAGEMENT INC											
4439	11/17/21	0 Janitorial services		12/08/21	450.00	.00	ACH				
4467	12/08/21	0 Janitorial services		12/22/21	450.00	.00	ACH				
				VENDOR TOTAL:	900.00						
VENDOR: 2036 TRUCK CENTER, INC.											
165429597	12/13/21	10105 Truck repairs		12/22/21	694.84	.00	ACH				
				VENDOR TOTAL:	694.84						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
39537, 41533	12/13/21	0 Lineman-Employee training		12/22/21	1400.00	.00	ACH				
				VENDOR TOTAL:	1400.00						

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VENDOR:	2098	ULINE									
141983146	12/13/21	10081	Tables		12/22/21	4265.27	.00	CHK			
				VENDOR TOTAL:		4265.27					
VENDOR:	2110	US POSTAL SERVICE									
12/08/21	12/08/21	0	PO Box Renewal		12/22/21	558.00	.00	CHK			
				VENDOR TOTAL:		558.00					
VENDOR:	2116	UTILITECH									
2555	12/08/21	0	Product Development and Supp		12/22/21	500.00	.00	ACH			
				VENDOR TOTAL:		500.00					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.									
00393245	12/13/21	10108	Gas cylinder rentals		12/22/21	39.48	.00	ACH			
				VENDOR TOTAL:		39.48					
VENDOR:	2210	VERIZON WIRELESS									
9893637195	12/09/21	0	AMI M2M Data Usage		12/22/21	644.67	.00	CHK			
9894032795	12/09/21	0	Phone bill 2821-01		12/22/21	790.73	.00	CHK			
				VENDOR TOTAL:		1435.40					
VENDOR:	2300	WALMART COMMUNITY BRC									
11/19/21 STMT	12/09/21	0	Supplies		12/22/21	496.20	.00	CHK			
				VENDOR TOTAL:		496.20					
VENDOR:	2305	WASTE PRO									
230368	12/13/21	10056	Dumpster fees		12/22/21	407.65	.00	ACH			
				VENDOR TOTAL:		407.65					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
12/1/21 FINAL ST	12/08/21	0	Water		12/22/21	108.30	.00	ACH			
				VENDOR TOTAL:		108.30					

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VENDOR: 2334 WORSHAM BROTHERS CONSTR LLC

RFP#15-	11/23/21	12/08/21	0 Operations Center Constructi		12/22/21	144400.00	.00	ACH				
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VENDOR TOTAL: 144400.00

VENDOR: 99009746 SYNERGETICS DCS, INC

INV-042602	12/13/21		0 Network services		12/22/21	250.00	.00	ACH				
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VENDOR TOTAL: 250.00

GRAND TOTAL: 1411635.21

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VENDOR:														
12747314	12/10/21	6528	Gas cylinders				12/22/21	754.26	.00	ACH				
12747317	12/10/21	6528	Gas cylinders				12/22/21	1690.26	.00	ACH				
12747320	12/10/21	6528	Gas cylinders				12/22/21	754.26	.00	ACH				
12747321	12/10/21	6528	Gas cylinders				12/22/21	754.26	.00	ACH				
12747325	12/10/21	6525	Gas cylinders				12/22/21	3152.26	.00	ACH				
							VENDOR TOTAL:	7105.30						
VENDOR:														
4000114599	12/13/21	6548	Asphalt				12/22/21	917.24	.00	ACH				
							VENDOR TOTAL:	917.24						
VENDOR:														
3020752702-12/21	12/13/21	0	Utility bill				12/22/21	568.50	.00	ACH				
							VENDOR TOTAL:	568.50						
VENDOR:														
0426239925	12/10/21	6541	Supplies				12/22/21	56.20	.00	ACH				
0426246779	12/10/21	6566	Parts				12/22/21	30.87	.00	ACH				
							VENDOR TOTAL:	87.07						
VENDOR:														
335310	12/10/21	6552	Concrete				12/22/21	39.84	.00	ACH				
335700	12/10/21	6568	Parts				12/22/21	59.39	.00	ACH				
							VENDOR TOTAL:	99.23						
VENDOR:														
S100275273.001	12/13/21	6578	Meter heads				12/22/21	1400.00	.00	ACH				
							VENDOR TOTAL:	1400.00						
VENDOR:														
638568-001	12/10/21	6536	Parts				12/22/21	168.81	.00	ACH				
							VENDOR TOTAL:	168.81						

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VENDOR: 267 COLUMBUS FENCE COMPANY, LLC											
26043	12/13/21	5088	Fencing	12/22/21	495.00	.00	ACH				
26044	12/13/21	5089	Fencing	12/22/21	1835.00	.00	ACH				
26045	12/13/21	5090	Fencing	12/22/21	2425.00	.00	ACH				
26067	12/13/21	5129	Fence repairs	12/22/21	1425.00	.00	ACH				
26075	12/13/21	5128	Fence repairs	12/22/21	650.00	.00	ACH				
VENDOR TOTAL:						6830.00					
VENDOR: 304 CIRCLE B CUTTERS LLC											
10470	12/13/21	5172	Sod replacement	12/22/21	1934.60	.00	ACH				
VENDOR TOTAL:						1934.60					
VENDOR: 315 CLEARWATER CONSULTANTS, INC.											
101.52102	12/10/21	0	Engineering	12/22/21	2028.00	.00	ACH				
VENDOR TOTAL:						2028.00					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3115503-000	12/10/21	6543	Materials	12/22/21	1140.00	.00	CHK				
3115621-000	12/10/21	6561	Materials	12/22/21	261.00	.00	CHK				
VENDOR TOTAL:						1401.00					
VENDOR: 400 IVY AUTO PARTS											
676693	12/10/21	6559	Parts	12/22/21	57.97	.00	ACH				
676772	12/10/21	6564	Parts	12/22/21	159.99	.00	ACH				
676867	12/10/21	6571	Parts	12/22/21	56.49	.00	ACH				
VENDOR TOTAL:						274.45					
VENDOR: 455 EXELL WATER & COFFEE, INC.											
572016	12/10/21	5185	Water	12/22/21	22.58	.00	ACH				
VENDOR TOTAL:						22.58					
VENDOR: 496 EAST MISS LUMBER											
D90389	12/13/21	5183	Supplies	12/22/21	27.96	.00	CHK				
VENDOR TOTAL:						27.96					

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VENDOR:	604	FASTENAL									
MSSTA99256	12/10/21	6551	Parts and Materials		12/22/21	2469.75	.00	ACH			
				VENDOR TOTAL:		2469.75					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
1411839	12/10/21	6496	Parts		12/22/21	3174.00	.00	CHK			
				VENDOR TOTAL:		3174.00					
VENDOR:	606	4-COUNTY EPA									
NOV 2021	12/10/21	0	Utilities expense		12/22/21	12605.58	.00	CHK			
				VENDOR TOTAL:		12605.58					
VENDOR:	620	G & C SUPPLY CO., INC.									
6843742	12/10/21	6502	Materials		12/22/21	4992.00	.00	ACH			
				VENDOR TOTAL:		4992.00					
VENDOR:	621	EMPIRE TRUCK SALES, LLC									
RE005014381.01	12/10/21	6531	Truck Repairs		12/22/21	1455.34	.00	CHK			
				VENDOR TOTAL:		1455.34					
VENDOR:	623	G&C CONTRACTING, LLC									
1107	12/13/21	5180	Asphalt Repairs		12/22/21	3950.00	.00	ACH			
1108	12/13/21	5181	Asphalt repairs		12/22/21	2500.00	.00	ACH			
				VENDOR TOTAL:		6450.00					
VENDOR:	639	GOLDEN TRIANGLE									
3062122021	12/09/21	0	Billing services		12/22/21	62.50	.00	ACH			
				VENDOR TOTAL:		62.50					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-153156	11/29/21	6514	Repairs		12/08/21	61.20	.00	CHK			
1018-154019	12/10/21	6553	Vehicle repairs		12/22/21	18.87	.00	CHK			
10ARRC00040409	10/19/21	0	Credit on Account 2/21/2020		12/08/21	753.67-	.00	CHK			
10ARRC00041602	10/19/21	0	Credit on Account 2/28/2020		12/08/21	660.53-	.00	CHK			

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VENDOR: 765 HYDRA SERVICE, INC.											
153701	12/13/21		5186 Pump rental		12/22/21	5358.00	.00	ACH			
153715	12/13/21		5188 Pump rental		12/22/21	437.00	.00	ACH			
153754	12/13/21		5187 Pump rental		12/22/21	1166.00	.00	ACH			
				VENDOR TOTAL:		1334.13-					
VENDOR: 825 H & H CONSTRUCTION & EXC LLC											
1253,56,60,61	12/13/21		0 Water & Sewer repairs		12/22/21	8640.00	.00	ACH			
1254-55, 57-59	12/13/21		0 Water & Sewer repairs		12/22/21	13227.00	.00	ACH			
				VENDOR TOTAL:		21867.00					
VENDOR: 1032 KISNER'S RADIATOR SERVICE											
8803	12/13/21	6567	Truck repairs		12/22/21	750.00	.00	ACH			
				VENDOR TOTAL:		750.00					
VENDOR: 1106 LESLIE DEAN											
212-13, 216-18	12/09/21		0 Maintenance		12/22/21	5353.00	.00	ACH			
				VENDOR TOTAL:		5353.00					
VENDOR: 1296 MWPCOA											
12/10/21	12/13/21		0 Membership Renewals		12/22/21	300.00	.00	CHK			
				VENDOR TOTAL:		300.00					
VENDOR: 1316 MGM, INC.											
12130	12/10/21	6481	Repairs		12/22/21	147.12	.00	CHK			
				VENDOR TOTAL:		147.12					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY											
12/01/21	12/09/21		0 CAP Loan Payments		12/22/21	27070.29	.00	CHK			
				VENDOR TOTAL:		27070.29					

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VENDOR:											
29816	1366	MS CROSS CONNECTION									
	12/13/21	5189	Testing		12/22/21	278.00	.00	ACH			
VENDOR TOTAL:						278.00					
VENDOR:											
3140146	1390	JACKSON NEWELL PAPER CO									
3140443	12/10/21	6534	Supplies		12/22/21	124.91	.00	ACH			
3140444	12/13/21	6400	Supplies		12/22/21	59.37	.00	ACH			
	12/13/21	6500	Supplies		12/22/21	59.37	.00	ACH			
VENDOR TOTAL:						243.65					
VENDOR:											
S2493849.001	1400	NESCO									
	12/10/21	6516	Parts		12/22/21	82.32	.00	ACH			
VENDOR TOTAL:						82.32					
VENDOR:											
738543	1525	OKTIBBEHA COUNTY COOP									
739232	12/10/21	6547	Uniforms		12/22/21	175.35	.00	ACH			
740014	12/10/21	6556	Soil		12/22/21	74.00	.00	ACH			
	12/10/21	6562	Uniforms		12/22/21	154.11	.00	ACH			
VENDOR TOTAL:						403.46					
VENDOR:											
6245	1623	POWERSTROKE EQUIPMENT, INC									
	12/10/21	6555	Repairs		12/22/21	66.97	.00	ACH			
VENDOR TOTAL:						66.97					
VENDOR:											
200479732-001	1818	UNITED RENTALS INC									
200775620-001	12/10/21	6521	Pump rental		12/22/21	252.00	.00	ACH			
	12/10/21	6540	Generator Rental		12/22/21	92.00	.00	ACH			
VENDOR TOTAL:						344.00					
VENDOR:											
5151-148693	1905	STARKVILLE AUTO PARTS									
5151-148720	12/10/21	6542	Parts		12/22/21	18.06	.00	CHK			
5151-148776	12/10/21	6545	Parts		12/22/21	40.94	.00	CHK			
5151-148875	12/10/21	6545	Parts		12/22/21	56.99	.00	CHK			
	12/10/21	6560	Parts		12/22/21	86.46	.00	CHK			
5151-148925	12/13/21	5182	Parts		12/22/21	32.85	.00	CHK			
VENDOR TOTAL:						235.30					

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VENDOR: 1917 RONNIE JONES CONST, INC.											
20211925	12/10/21	6535 Crusher run	12/22/21	700.70	.00		ACH				
20211934	12/10/21	6544 Crusher run	12/22/21	1923.60	.00		ACH				
		VENDOR TOTAL:			2624.30						
VENDOR: 1920 CANNON FORD LINCOLN OF STARK											
12577	12/10/21	6478 Truck repairs	12/22/21	2781.78	.00		ACH				
12644	12/10/21	6499 Vehicle maintenance	12/22/21	1336.13	.00		ACH				
		VENDOR TOTAL:			4117.91						
VENDOR: 1923 SHURDEN CONSTRUCTION											
002171	12/10/21	6515 Repairs	12/22/21	278.00	.00		CHK				
		VENDOR TOTAL:			278.00						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
5793686-00	12/10/21	6295 Materials	12/22/21	1959.36	.00		ACH				
		VENDOR TOTAL:			1959.36						
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY											
68879	12/10/21	6550 Office Supplies	12/22/21	44.99	.00		ACH				
		VENDOR TOTAL:			44.99						
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
NOV 2021	12/09/21	0 TWA Water Revenues	12/22/21	1763.69	.00		ACH				
		VENDOR TOTAL:			1763.69						
VENDOR: 2104 UPS											
24W1X6481	12/09/21	0 Postage	12/22/21	29.48	.00		CHK				
24W1X6491	12/09/21	0 Postage	12/22/21	32.57	.00		CHK				
		VENDOR TOTAL:			62.05						
VENDOR: 2111 USA BLUEBOOK											
805925	12/10/21	6538 Chemicals	12/22/21	2222.10	.00		ACH				
		VENDOR TOTAL:			2222.10						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2202	WAYPOINT ANALYTICAL								
106331	12/10/21	6474 Testing		12/22/21	252.00	.00	ACH			
1063395	12/10/21	6549 Testing		12/22/21	252.00	.00	ACH			
		VENDOR TOTAL:			504.00					
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE								
AL20952	12/13/21	5109 Camera repairs		12/22/21	1641.45	.00	ACH			
AL21026	12/13/21	5080 Camera repairs		12/22/21	3415.01	.00	ACH			
		VENDOR TOTAL:			5056.46					
VENDOR:	2210	VERIZON WIRELESS								
9893637196	12/09/21	0 Wastewater M2M Data		12/22/21	84.26	.00	CHK			
9894032796	12/09/21	0 Phone bill 2821-03		12/22/21	638.26	.00	CHK			
		VENDOR TOTAL:			722.52					
VENDOR:	2309	WILLIAMS EQUIPMENT & SUPPLY								
S-3911534	12/13/21	6546 Materials		12/22/21	467.77	.00	CHK			
		VENDOR TOTAL:			467.77					
VENDOR:	2310	WATERS TRUCK & TRACTOR INC								
01P100801	12/13/21	6572 Materials		12/22/21	726.51	.00	CHK			
		VENDOR TOTAL:			726.51					
VENDOR:	2328	WOFFORD WATER SERVICE INC.								
12362	12/10/21	6475 Chemicals		12/22/21	6519.25	.00	ACH			
		VENDOR TOTAL:			6519.25					
		GRAND TOTAL:			143910.80					



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 12/9/2021 - 12/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
STARKVILLE MAIN STREET ASS	1761	08/26/2021	CONTRIBUTION	001-195-951-952	12,000.00
STARKVILLE MAIN STREET ASS	1762	08/26/2021	DOWNTOWN CHRISTMAS DE	001-000-365-637	13,354.63
TWISTED GRAPHIX, LLC	1199	10/14/2021	SHOP REPAIRS AND MAINTEN	001-201-630-360	1,176.00
GALLS INC	019588942	10/22/2021	LETTERS	001-261-535-233	26.48
GALLS INC	019613295	10/26/2021	BLACK LETTERS	001-261-535-233	13.24
GALLS INC	019622798	10/27/2021	NAMEPLATES	001-261-535-233	107.65
SPORTS FACILITIES COMPANIE	9060	11/01/2021	BASE MANAGEMENT FEE	001-005-054-208	15,000.00
COURTYARD MARRIOTT (STAR	INV0034163	11/01/2021	POLICE TRAINING/EDUCATIO	001-201-690-552	292.80
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-100-604-330	79.45
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-110-604-330	39.72
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-120-604-330	39.72
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-123-604-330	436.95
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-145-604-330	39.72
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-180-604-330	39.72
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-190-604-330	258.20
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-201-604-330	208.56
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-201-690-450	148.97
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-261-604-330	317.78
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-301-604-330	297.92
VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	001-550-600-330	39.72
PARKER CDJR*	126360	11/03/2021	REPAIRS AND MAINTANCE	001-201-630-360	66.21
PARKER CDJR*	126360	11/03/2021	REPAIRS AND MAINTANCE	001-201-630-360	70.65
PARKER CDJR*	126360	11/03/2021	REPAIRS AND MAINTANCE	001-201-630-360	70.65
PARKER CDJR*	126360	11/03/2021	REPAIRS AND MAINTANCE	001-201-630-360	70.65
POLLAN & ASSOC. PA	21673	11/04/2021	UNIFORM SHIRTS	001-301-691-550	565.92
MAGNOLIA BOTTLED WATER	48684	11/04/2021	WATER	001-201-501-200	72.00
OKTIBBEHA COUNTY COOPER	INV0034136	11/04/2021	2 UNIFORM JACKETS	001-301-691-550	161.32
GALLS INC	019697169	11/05/2021	BLACK LETTERS	001-261-535-233	106.49
COAST TO COAST SOLUTIONS	IVC0102541	11/05/2021	STICKERS	001-261-501-250	517.74
NEEL-SCHAFFER	1075711	11/09/2021	PROJECT # 19052	001-600-912-806	7,692.13
APAC-MISSISSIPPI, INC	4000113273	11/09/2021	ASPHALT	001-301-560-270	442.94
UNIVERSITY SCREENPRINT	4170	11/09/2021	UNIFORM SHIRTS	001-261-535-233	267.92
LAIRD CLINIC-FIRE ACCOUNT	INV0034152	11/09/2021	PHYSICAL EXAMS	001-261-600-319	375.00
A+ AUTO REPAIR	022545	11/10/2021	WINDSHIELD WIPER BLADES	001-201-630-360	308.65
UNIVERSITY SCREENPRINT	4174	11/10/2021	KNIT CAPS	001-261-535-233	584.35
CANON FINANCIAL SERVICES,	27650969	11/11/2021	MO RENTAL AND USAGE	001-201-604-330	91.96
R&M TIRES	1135328	11/12/2021	INSTALL BATTERY VIN#7159 LT	001-201-630-360	35.00
MID-SOUTH UNIFORM & SUP	623263	11/12/2021	UNIFORMS	001-201-535-233	1,589.34
IVY AUTO PARTS, LLC.	675440	11/12/2021	BATTERY VIN #7159 G68360 L	001-201-630-360	126.96
R&M TIRES	1135363	11/15/2021	OIL CHANGE/LAMP REPLACED	001-201-630-360	78.99
QUILL CORPORATION	20992804	11/15/2021	OFFICE SUPPLIES	001-261-501-200	61.98
QUILL CORPORATION	20997574	11/15/2021	OFFICE SUPPLIES	001-261-501-200	269.50
MID-SOUTH UNIFORM & SUP	623306	11/15/2021	UNIFORMS/VEST	001-201-535-233	3,000.00
KIMBALL MIDWEST	9386162	11/15/2021	SCREWS	001-301-555-250	79.00
AXON ENTERPRISE, INC	INUS030143	11/15/2021	BASIC INSTRUCTOR SCHOOL	001-201-690-552	375.00
M'PRINTS	47988	11/16/2021	FLEECE CAPS	001-261-535-233	225.00
M'PRINTS	47889	11/17/2021	TSHIRTS	001-261-535-233	250.00
POLLAN & ASSOC. PA	21704	11/18/2021	UNIFORMS	001-201-535-233	100.00
SAVANNA SANCHEZ	INV0034137	11/18/2021	SMOKE DIVER COURSE @ MS	001-261-600-390	176.85
A+ AUTO REPAIR	022586	11/19/2021	REPAIRS AND MAINTANANCE	001-201-630-360	315.00
R&M TIRES	1135449	11/19/2021	SHOP REPAIRS & MAINTENAN	001-201-630-360	484.99
GULF STATES DISTRIBUTORS, I	1403899-IN	11/19/2021	SUPPLIES 9MM	001-201-556-251	590.00
M'PRINTS	47433	11/19/2021	PATCHES	001-261-535-233	295.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VULCAN SIGNS, INC	R12766	11/19/2021	RESTOCK SIGNS	001-301-565-272	4,401.60
AMAZON CAPITAL SERVICES, I	1WCH-LNJF-PFDX1	11/21/2021	OFFICE SUPPLIES	001-201-501-200	79.58
MAXXSOUTH BROADBAND	8282411010005495	11/21/2021	12.1.21-12.31.21 ST 2	001-261-625-380	183.16
ARMY NAVY PAWN SHOP	0112321A	11/22/2021	UNIFORMS	001-201-535-233	75.00
GALLS INC	019824836	11/22/2021	COLLAR BRASS	001-261-535-233	354.82
R&M TIRES	1135497	11/22/2021	REPAIR FLAT TIRE	001-201-630-360	20.00
BELL BUILDING SUPPLY, INC.	334568	11/22/2021	SUPPLIES	001-301-555-250	33.97
BELL BUILDING SUPPLY, INC.	334568	11/22/2021	SUPPLIES	001-301-555-250	358.73
COLUMBUS PAPER AND CHE	833683	11/22/2021	PLATES	001-261-555-250	126.00
R&M TIRES	1135511	11/23/2021	OIL CHANGE AND REPAIR FLA	001-201-630-360	85.50
STARKVILLE AUTO PARTS	5151-148566	11/23/2021	VEHICLE SUPPLIES	001-301-630-360	47.17
STARKVILLE AUTO PARTS	5151-148569	11/23/2021	VEHICLE SUPPLIES	001-301-630-360	97.91
NAFECO	1116027	11/24/2021	2 ROLLS VELCRO	001-261-600-390	193.00
R&M TIRES	1135539	11/24/2021	BALANCE & ALIGNMENT	001-201-630-360	333.42
BELL BUILDING SUPPLY, INC.	334717	11/24/2021	SUPPLIES	001-301-555-250	79.79
AXON ENTERPRISE, INC	INUS034007	11/24/2021	SUPPLIES	001-201-556-251	1,802.50
OKTIBBEHA COUNTY COOPER	INV0034145	11/24/2021	WINTER GEAR	001-301-691-550	188.00
STARKVILLE FAMILY PRACTICE	INV0034158	11/24/2021	MEDICAL EXPENSE FOR PRISO	001-201-541-240	150.00
MESHA SANDERS	INV0034183	11/24/2021	CDL ROADTEST	001-301-691-550	300.00
JHCC HOLDINGS LLC	M-17264	11/24/2021	SHOP REPAIRS & MAINTENAN	001-201-630-360	19,879.74
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-100-604-330	257.75
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-123-604-330	121.65
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-145-604-330	47.37
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-180-604-330	51.64
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-190-604-330	155.98
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-201-604-330	2,115.64
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-261-604-330	358.02
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-281-604-330	51.64
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	001-360-604-330	35.76
AT&T MOBILITY	287308867457X12052021	11/27/2021	287308867457	001-201-604-330	45.30
AT&T MOBILITY	287308925437X12052021	11/27/2021	287308925437	001-201-604-330	1,958.82
APAC-MISSISSIPPI, INC	4000114074	11/27/2021	ASPHALT	001-301-560-270	894.29
CADENCE /ELAN VISA	INV0034142	11/28/2021	HOTEL FOR DISPATCHER TRAI	001-245-690-552	384.00
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-110-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-120-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-145-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-180-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-190-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-197-604-330	28.12
MAXXSOUTH BROADBAND	INV0034186	11/28/2021	12.1.21-12.30.21 8282411010	001-281-604-330	28.11
MAXXSOUTH BROADBAND	INV0034187	11/28/2021	12.3.21-1.02.22 82824110105	001-123-604-330	680.00
STARKVILLE AUTO PARTS	5151-148674	11/29/2021	REPAIR STREET VEHICLES	001-301-630-360	14.97
STARKVILLE AUTO PARTS	5151-148674	11/29/2021	REPAIR STREET VEHICLES	001-301-630-360	78.79
STARKVILLE AUTO PARTS	5151-148674	11/29/2021	REPAIR STREET VEHICLES	001-301-630-360	8.99
MID-SOUTH UNIFORM & SUP	623663	11/29/2021	UNIFORMS	001-201-535-233	2,250.00
JAN-PRO OF MS	866059	11/29/2021	DECEMBER SERVICE	001-192-600-338	1,619.00
WALMART- CAPITAL ONE	INV0034139	11/29/2021	SNACK AND CANDY FOR CHRI	001-201-691-550	299.04
COLBY HUFFMAN	INV0034140	11/29/2021	REIMBURSE CLOTHING ALLO	001-201-535-233	323.09
JOHN PEARSON	INV0034141	11/29/2021	REIMBURSE FOR CLOTHING	001-201-535-233	199.48
DONNIE SCALES	INV0034149	11/29/2021	CDL CLASS A	001-301-691-550	76.00
SUNBELT FIRE APPARATUS	INV0034198	11/29/2021	SERVICE SCBA	001-261-630-360	3,275.00
NAFECO	1116473	11/30/2021	COVERT ARMOR PANEL	001-261-918-805	2,802.00
KYLE BRISCOE	211393	11/30/2021	BLDG MAINTENANCE	001-201-630-426	131.00
BELL BUILDING SUPPLY, INC.	334997	11/30/2021	SUPPLIES	001-301-555-250	160.63
PAUL DAVIS RESTORATION, IN	3659	11/30/2021	INTIAL MOLD REMEDIATION S	001-261-558-269	2,625.93
LIGHTS & BALLASTS, LLC	407405	11/30/2021	MAINTENANCE	001-192-630-403	482.00
SULLIVAN'S OFFICE SUPPLY, IN	68756	11/30/2021	OFFICE SUPPLIES	001-201-501-200	132.63
ORIENTAL TRADING COMPAN	713668637-01	11/30/2021	SUPPLIES FOR CHRISTMAS DI	001-000-160-697	205.83
CADENCE /ELAN VISA	INV0034138	11/30/2021	LABELS FOR TOTES	001-301-555-250	12.64

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
JAVIER CLAY	INV0034144	11/30/2021	REIMBURSE CLASS A LICENSE	001-301-691-550	55.00
CHRISTOPHER ENGLISH	INV0034150	11/30/2021	REIMBURSE FOR CLOTHING	001-201-535-233	347.20
STARKVILLE UTILITIES	INV0034203	11/30/2021	NOVEMBER 10.18.21-11.18.2	001-192-625-380	2,521.34
STARKVILLE UTILITIES	INV0034203	11/30/2021	NOVEMBER 10.18.21-11.18.2	001-201-625-380	2,991.83
STARKVILLE UTILITIES	INV0034203	11/30/2021	NOVEMBER 10.18.21-11.18.2	001-261-625-380	622.32
STARKVILLE UTILITIES	INV0034203	11/30/2021	NOVEMBER 10.18.21-11.18.2	001-301-625-380	302.43
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-000-054-205	835.12
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-100-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-110-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-120-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-123-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-145-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-190-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-197-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-261-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-281-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-301-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	001-360-604-330	77.33
R&M TIRES	1135605	12/01/2021	OIL CHANGE	001-201-630-360	68.99
R&M TIRES	1135611	12/01/2021	OIL CHANGE	001-201-630-360	67.99
R&M TIRES	1135618	12/01/2021	OIL CHANGE	001-201-630-360	59.00
HAMPTON YOUNG CORP.	142	12/01/2021	LAWN CARE SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	142	12/01/2021	LAWN CARE SERVICE	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	142	12/01/2021	LAWN CARE SERVICE	001-196-637-637	600.00
COMSOUTH	199669	12/01/2021	SHOP REPAIRS & MAINTENAN	001-201-630-360	322.50
321 CUSTOMS, LLC	4427	12/01/2021	SHOP REPAIRS & MAINTENAN	001-201-630-360	279.98
SULLIVAN'S OFFICE SUPPLY, IN	68825	12/01/2021	INK FOR PRINTER	001-301-555-250	105.31
FEDEX	7-583-79399	12/01/2021	PAYROLL	001-180-691-505	26.48
MAXXSOUTH BROADBAND	8282411010005230	12/01/2021	12.1.21-12.31.21	001-261-625-380	310.51
SPORTS FACILITIES COMPANIE	9061	12/01/2021	DECEMBER BASE MANAGEME	001-005-054-208	15,000.00
KIMBALL MIDWEST	9426408	12/01/2021	SUPPLIES	001-301-555-250	294.90
KIMBALL MIDWEST	9426408	12/01/2021	SUPPLIES	001-301-555-250	9.39
KIMBALL MIDWEST	9426408	12/01/2021	SUPPLIES	001-301-555-250	63.39
LOWE'S-FIRE	INV0034146	12/01/2021	FILTER FOR FRIDGE	001-261-555-250	47.50
NORTHEAST EXTERMINATING	INV0034147	12/01/2021	PEST CONTROL ALL STATIONS	001-261-558-269	110.00
OKTIBBEHA COUNTY SHERIFF'	INV0034161	12/01/2021	NOV HOUSING INMATES 12 B	001-201-541-240	10,950.00
CANON SOLUTIONS AMERICA	JMQ18878	12/01/2021	COPIER USAGE	001-000-100-600	92.03
CANON SOLUTIONS AMERICA	JMQ18879	12/01/2021	MAINTENANCE	001-000-100-600	46.38
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-100-604-330	79.01
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-110-604-330	39.50
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-120-604-330	39.50
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-123-604-330	434.54
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-145-604-330	39.50
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-180-604-330	39.50
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-190-604-330	256.77
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-201-604-330	217.27
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-201-690-450	158.01
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-261-604-330	316.03
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-301-604-330	276.55
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	001-550-600-330	39.50
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-000-053-206	1,376.80
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-110-620-370	151.68
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-123-620-370	150.00
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-190-620-370	275.36
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-192-620-370	3,855.04
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-197-620-370	136.68
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-201-620-370	7,854.56
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-261-620-370	7,759.56

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REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-281-620-370	450.72
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-301-620-370	1,395.80
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-360-620-370	275.36
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	001-550-600-360	857.08
REYNOLDS/RENASANT INSUR	1193520	12/02/2021	POLICY ADD 2020 DODGE CH	001-201-620-370	171.00
WATERMARK PRINTERS LLC	14478	12/02/2021	CARD STOCK PAPER	001-301-555-250	19.00
MAGPPA	1638479681467	12/02/2021	REGISTRATION AND RENEWAL	001-145-690-556	70.00
CLIMATE CONTROL	4830	12/02/2021	ST 5 REST BREAKER AND ADD	001-261-558-269	325.00
TRI-STARR MUFFLER & BRAKE	504903	12/02/2021	SHOP REPAIRS & MAINTENAN	001-201-630-360	2,083.00
PHILLIPS CONTRACTING COM	6283-3	12/02/2021	OLD WEST POINT ROAD	001-600-912-806	255,083.99
SULLIVAN'S OFFICE SUPPLY, IN	68827	12/02/2021	OFFICE SUPPLIES	001-201-501-200	132.39
OKTIBBEHA COUNTY COOPER	738833	12/02/2021	FIRING RANGE SUPPLIES AND	001-201-630-400	1,042.74
KIMBALL MIDWEST	9430470	12/02/2021	SUPPLIES	001-301-555-250	43.36
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-100-604-330	80.02
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-110-604-330	40.01
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-120-604-330	40.01
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-123-604-330	446.49
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-145-604-330	40.01
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-180-604-330	46.39
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-190-604-330	260.02
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-201-604-330	1,807.17
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-201-690-450	680.23
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-261-604-330	440.13
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-301-604-330	299.33
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	001-550-600-330	40.01
LOWE'S	INV0034151	12/02/2021	SUPPLIES ST 1	001-261-555-250	45.04
R&M TIRES	1135668	12/03/2021	TIRES ALIGNMENT AND BALA	001-201-630-360	631.00
BANCORPSOUTH EQUIPMENT	704729	12/03/2021	NISSAN KICKS	001-192-820-874	826.59
BANCORPSOUTH EQUIPMENT	704729	12/03/2021	NISSAN KICKS	001-192-830-873	69.91
S&K DOOR AND SPECIALTY CO	75489	12/03/2021	SERVICE CALL TO REPAIR ROLL	001-301-691-550	350.00
CARYL PRITCHARD	INV0034143	12/03/2021	REIMBURSE HOTEL CHARGE T.	001-245-690-552	96.00
STARKVILLE UTILITIES	INV0034202	12/03/2021	11.01.21-12.01.21	001-192-625-380	26.86
STARKVILLE UTILITIES	INV0034202	12/03/2021	11.01.21-12.01.21	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034202	12/03/2021	11.01.21-12.01.21	001-301-625-380	29,091.40
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-110-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-120-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-145-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-180-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-190-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-197-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-201-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-281-604-330	43.50
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	001-550-600-330	43.50
AMAZON CAPITAL SERVICES, I	1QGQ-VKKC-9PCR	12/05/2021	NEW PRINTER AND TOOLS	001-301-555-250	543.07
GOVERNMENT LEASING, LLC	GLC23851-23/60	12/05/2021	11.5.21-12.4.21 MONTHLY	001-123-918-806	667.00
DEBRA ROBINSON	INV0034195	12/05/2021	REST. FROM LARRY CLARK	001-000-149-691	25.00
TABOR CONSTRUCTION & DE	201	12/06/2021	ST 1 REPAIR CEILING	001-261-558-269	875.00
BELL BUILDING SUPPLY, INC.	335439	12/06/2021	WATER COOLER	001-301-555-250	15.99
TRUSTMARK NATIONAL BANK	INV0034176	12/06/2021	F250 & 2 TACOMAS	001-281-820-874	451.37
TRUSTMARK NATIONAL BANK	INV0034176	12/06/2021	F250 & 2 TACOMAS	001-301-820-874	451.38
TARIAN TYRESE CLARK	INV0034194	12/06/2021	OVERPAYMENT ON TICKET	001-000-149-691	3.00
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-197-525-231	52.95
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-201-525-231	2,836.72
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-261-525-231	575.70
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-281-525-231	40.66
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-301-525-231	798.58
FUELMAN / FLETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	001-550-525-231	101.78
WATERMARK PRINTERS LLC	M-17299	12/06/2021	SUPPLIES BUSINESS CARDS	001-201-501-200	36.00
AUTOZONE	0426246777	12/07/2021	ANTIFREEZE	001-301-630-360	30.87
PAUL'S WELDING	0788	12/07/2021	ADJUST POST HANGERS	001-301-630-400	240.00

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CADENCE /ELAN VISA	101197988	12/07/2021	PERMIT TECH EXAM	001-281-690-553	219.00
CADENCE /ELAN VISA	101198000	12/07/2021	MG LEGAL MM MANAGEMEN	001-281-690-553	435.00
PARKER MADEEN	134437	12/07/2021	REIMBURSE ANIMAL EMERGE	001-201-556-251	401.00
COMSOUTH	199351	12/07/2021	SUPPLIES	001-201-556-251	1,495.70
DAVIS PAPER & CHEMICAL	2857	12/07/2021	SUPPLIES	001-261-630-360	247.60
CINTAS	4103831551	12/07/2021	SUPPLIES	001-192-510-220	11.97
CINTAS	4103831777	12/07/2021	SUPPLIES	001-192-510-220	14.71
CINTAS	4103831833	12/07/2021	SUPPLIES	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151-148886	12/07/2021	REPAIR STREET VEHICLE	001-301-630-360	110.67
STARKVILLE AUTO PARTS	5151-148889	12/07/2021	REPAIR STREET VEHICLE	001-301-630-360	139.99
STARKVILLE AUTO PARTS	5151-148891	12/07/2021	REPAIR STREET VEHICLE	001-301-630-360	59.78
STARKVILLE AUTO PARTS	5151-148898	12/07/2021	REPAIR STREET VEHICLE	001-301-630-360	52.47
WALMART	INV0034156	12/07/2021	TRASH BAGS	001-261-555-208	62.85
WALMART	INV0034157	12/07/2021	SUPPLIES FOR CHRISTMAS DI	001-000-160-697	25.96
WALMART	INV0034159	12/07/2021	OFFICE SUPPLIES	001-201-501-200	94.00
EAST MISSISSIPPI LUMBER CO	INV0034162	12/07/2021	UNIFORMS BULLDOG BASH	001-201-535-233	67.94
CENTER FOR GOV'T & COMM.	INV0034172	12/07/2021	CITY CLERK TRAINING-OXFOR	001-145-610-350	200.00
OKTIBBEHA COUNTY COOPER	INV0034196	12/07/2021	WINTER GEAR	001-301-691-550	106.66
ATMOS ENERGY	INV0034201	12/07/2021	DECEMBER	001-261-625-380	676.88
ATMOS ENERGY	INV0034201	12/07/2021	DECEMBER	001-261-625-380	916.01
ATMOS ENERGY	INV0034201	12/07/2021	DECEMBER	001-301-625-380	608.82
ATMOS ENERGY	INV0034201	12/07/2021	DECEMBER	001-550-600-340	144.49
R&M TIRES	1135741	12/08/2021	INSTALLATION OF BATTERY	001-201-630-360	25.00
MSU FACILITIES MANAGEME	120821125226	12/08/2021	TRAFFIC SIGNAL SPRING & LO	001-301-625-380	38.77
STARKVILLE LP GAS	2732026	12/08/2021	SUPPLIES/GAS	001-301-555-250	23.97
STARKVILLE AUTO PARTS	5151-148911	12/08/2021	REPAIR STREET VEHICLE	001-301-630-360	11.95
IVY AUTO PARTS, LLC.	676831	12/08/2021	BATTERY	001-201-630-360	126.96
SULLIVAN'S OFFICE SUPPLY, IN	68832	12/08/2021	OFFICE SUPPLIES	001-201-501-200	65.82
PETTY CASH VOUCHERS	INV0034154	12/08/2021	WATER	001-120-503-202	18.67
WALMART	INV0034155	12/08/2021	EXTERNAL HARD DRIVE AND S	001-261-501-200	137.36
LOWE'S	INV0034167	12/08/2021	TOOLS & SUPPLIES	001-301-555-250	460.17
TATIANNA K WALKER	INV0034215	12/08/2021	TRAVEL AND MEALS	001-245-690-552	161.86
WATERMARK PRINTERS LLC	14492	12/09/2021	SUPPLIES NOTICE LABELS	001-201-501-200	521.00
UNITED RENTALS (NORTH AM	201182019-001	12/09/2021	ASPHALT BLADES	001-301-560-270	344.97
DSS CORPORATION	24874	12/09/2021	USAGE & MAINTENANCE AGR	001-201-604-330	1,938.00
POWERSTROKE EQUIPMENT S	6261	12/09/2021	SAW REPAIR AND SAW PURCH	001-301-560-270	1,889.97
ELIOT MCGREW	INV0034171	12/09/2021	CONTRACT RECEPTIONIST	001-142-600-338	275.00
OKTIBBEHA COUNTY COOPER	INV0034197	12/09/2021	SUPPLIES	001-301-555-250	235.53
LDB DOORS LLC- LARRY BRO	INV0309	12/09/2021	RESET CABLES REPAIR DOOR	001-261-558-269	250.00
WATERS TRUCK & TRACTOR C	01P100885	12/10/2021	MAINTENANCE TRUCK #712	001-301-630-360	41.41
AMAZON CAPITAL SERVICES, I	1TGT-9PD9-RY1D	12/10/2021	PRINTER FOR MECHANIC	001-301-555-250	90.87
POLLAN & ASSOC. PA	21742	12/10/2021	CUSTOM EMBROIDERY COS JA	001-301-691-550	63.20
STARKVILLE AUTO PARTS	5151-148976	12/10/2021	REPAIR STREET VEHICLE	001-301-630-360	19.99
LIGHTS & BALLASTS, LLC	INV0034165	12/10/2021	REPAIR OUTSIDE BLDG LIGHTS	001-600-901-812	1,066.00
GTR SOLID WASTE MGMT. AU	INV0034168	12/10/2021	NOVEMBER	001-550-600-300	2.43
WALMART- CAPITAL ONE	INV0034169	12/10/2021	SUPPLIES	001-301-555-250	38.69
WALMART- CAPITAL ONE	INV0034178	12/10/2021	SUPPLIES FOR CHRISTMAS DI	001-000-160-697	180.25
COAST TO COAST SOLUTIONS	IVC0102967	12/10/2021	MOOD PENCILS	001-261-501-250	1,078.32
MSU CATERING	49842	12/12/2021	STARKVILLE MAYOR YOUTH C	001-120-600-340	544.47
MITCHELL, MCNUTT, & SAMS,	430026	12/13/2021	PROFESSIONAL SERVICES	001-000-054-205	904.00
MITCHELL, MCNUTT, & SAMS,	430026	12/13/2021	PROFESSIONAL SERVICES	001-169-600-302	9,634.92
MITCHELL, MCNUTT, & SAMS,	430591	12/13/2021	LITIGATION	001-169-600-312	1,848.00
CADENCE /ELAN VISA	INV0034179	12/13/2021	FOOD FOR CHRISTMAS DINNE	001-000-160-697	798.00
LOWE'S-FIRE	INV0034180	12/13/2021	SUPPLIES	001-261-555-250	21.80
CADENCE /ELAN VISA	INV0034181	12/13/2021	CHICKEN FOR CHRISTMAS DIN	001-000-160-697	152.47
WILLIAM SWINDOLL	INV0034193	12/13/2021	OVERPAYMENT	001-000-149-691	10.00
FUELMAN / FLEETCOR	INV0034208	12/13/2021	BG2416403 12.6.21-12.12.21	001-201-525-231	3,044.73
FUELMAN / FLEETCOR	INV0034208	12/13/2021	BG2416403 12.6.21-12.12.21	001-261-525-231	807.29
FUELMAN / FLEETCOR	INV0034208	12/13/2021	BG2416403 12.6.21-12.12.21	001-301-525-231	1,220.67
FOUR COUNTY ELECTRIC POW	INV0034210	12/13/2021	11.1.21-12.1.21	001-201-625-380	82.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FOUR COUNTY ELECTRIC POW	INV0034210	12/13/2021	11.1.21-12.1.21	001-261-625-380	498.00
FOUR COUNTY ELECTRIC POW	INV0034210	12/13/2021	11.1.21-12.1.21	001-290-625-380	115.70
FOUR COUNTY ELECTRIC POW	INV0034210	12/13/2021	11.1.21-12.1.21	001-301-625-380	5,320.85
NEXTSTEP INNOVATION	NS121329	12/13/2021	DELL PRO WIRELESS KEYBOAR	001-145-501-200	45.00
SECURITY SOLUTIONS	29721121421	12/14/2021	ANNUAL FIRE ALARM INSPEC	001-201-600-300	500.00
CINTAS	4104528619	12/14/2021	SUPPLIES	001-192-510-220	32.53
CINTAS	4104528627	12/14/2021	SUPPLIES	001-192-510-220	11.97
CINTAS	4104528717	12/14/2021	SUPPLIES	001-301-555-250	35.00
STARKVILLE DOWNTOWN BUS	INV0034192	12/14/2021	NOVEMBER 2021 TAXES	001-000-200-084	586.81
SUNBELT FIRE APPARATUS	INV0034199	12/14/2021	BAD BOY LAWN MOWER	001-201-918-805	5,935.30
PETTY CASH VOUCHERS	INV0034200	12/14/2021	SUPPLIES	001-261-555-250	16.69
Fund 001 - GENERAL FUND Total:					530,194.70

Fund: 003 - RESTRICTED FIRE FUND

BANCORPSOUTH EQUIPMENT	704832	12/04/2021	2018 FORDD F150	003-560-820-874	1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67

Fund: 015 - AIRPORT FUND

VERIZON WIRELESS	OSV000002601621	11/01/2021	OCTOBER STAR035	015-505-604-330	39.72
RACKLEY OIL INC.	000563962	11/12/2021	OIL AND FUEL	015-505-525-231	384.61
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	015-505-604-330	47.37
MAXXSOUTH BROADBAND	INV0034188	11/28/2021	12.2.21-01.01.22 8282411010	015-505-600-338	144.95
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	015-505-604-330	77.33
TITAN AVIATION FUELS	3522514	12/01/2021	JET FUEL	015-505-525-233	22,290.51
TITAN AVIATION FUELS	3523168	12/01/2021	AV GAS	015-505-525-232	31,284.83
VERIZON WIRELESS	OSV0000002628579	12/01/2021	NOVEMBER	015-505-604-330	39.50
TITAN AVIATION FUELS	R3521158	12/01/2021	TRUCK RENTAL	015-505-600-322	800.00
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	015-505-620-370	1,927.52
MAGNOLIA BOTTLED WATER	48674	12/02/2021	WATER AND CUPS	015-505-691-550	40.00
VERIZON WIRELESS	9894170995	12/02/2021	523561109-00001	015-505-604-330	46.39
H&H CONSTRUCTION & EXCA	1247	12/04/2021	REPAIR SINK HOLE	015-505-630-400	2,845.00
MAXXSOUTH BROADBAND	INV0034182	12/06/2021	12.11.21-1.10.22	015-505-600-338	152.23
GATEWAY TIRE & SERVICE CE	1018-154099	12/07/2021	TIRE, MOUNT AND DISPOSAL	015-505-630-400	131.55
RODNEY LINCOLN	J-2764	12/08/2021	SHIPPING FOR PAPI CONTROL	015-505-630-400	14.93
RANDOLPH EWING	J-2765	12/08/2021	REPAIR TRACTOR	015-505-630-400	865.83
NEWELL PAPER COMPANY	3140141	12/24/2021	2 PLY TISSUE PAPER	015-505-541-237	55.17
Fund 015 - AIRPORT FUND Total:					61,187.44

Fund: 016 - RESTRICTED AIRPORT

TERRY STIDHAM CONSTRUCTI	INV0034164	11/19/2021	GEORGE M BRYAN FIELD	016-515-600-390	12,543.37
GARY'S PAWN & GUN	INV0034173	12/07/2021	2005 CLUB CAR TWO SEATER	016-515-730-650	2,700.00
CLEARWATER INC., ENVIRON	1212101	12/13/2021	SERVICES FOR AWOS PROJECT	016-515-600-390	5,880.00
Fund 016 - RESTRICTED AIRPORT Total:					21,123.37

Fund: 022 - ENVIRONMENTAL SERVICES

WASTE PRO	011308/0000228175	10/31/2021	10/31/2021	022-322-600-431	700.00
FASTENAL COMPANY	MSSTA99456	11/24/2021	SUPPLIES	022-322-555-250	196.54
CSPIRE WIRELESS	INV0034205	11/25/2021	10-26-21 11-25-21 00303439	022-322-604-330	118.89
GATEWAY TIRE & SERVICE CE	153768	11/29/2021	TRUCK MAINTENANCE #42	022-322-630-360	131.30
FASTENAL COMPANY	MSSTA99470	11/29/2021	SUPPLIES	022-322-555-250	839.00
WASTE PRO	0000230297	11/30/2021	HAUL FEE	022-322-600-431	1,750.00
TERRY'S GARAGE & REPAIRS, L	5614	11/30/2021	TRUCK MAINTENANCE TRUCK	022-322-630-360	258.18
CSPIRE BUSINESS SOLUTIONS	INV0034204	11/30/2021	0000643956	022-322-604-330	77.33
REYNOLDS/RENASANT INSUR	1186534	12/02/2021	POLICY #BAOR284869 6/1/21-	022-322-620-370	4,331.84
POWERSTROKE EQUIPMENT S	6241	12/02/2021	SUPPLIES	022-322-555-250	119.94
GATEWAY TIRE & SERVICE CE	153980	12/03/2021	TRUCK MAINTENANCE #98	022-322-630-360	364.67
GATEWAY TIRE & SERVICE CE	153998	12/03/2021	TRUCK MAINTENANCE #39	022-322-630-360	383.45
STARKVILLE AUTO PARTS	5151-148803	12/03/2021	MICRO V BELT	022-322-555-250	30.59
STARKVILLE AUTO PARTS	5151-148824	12/03/2021	HYDRAULIC HOSE	022-322-555-250	151.80
QUADIENT LEASING USA, INC.	N9154522	12/03/2021	12.27.21-03.26.22	022-322-604-330	43.50
GATEWAY TIRE & SERVICE CE	1018-154064	12/06/2021	TRUCK MAINTENANCE #98	022-322-630-360	364.67
GATEWAY TIRE & SERVICE CE	1018-154086	12/06/2021	TRUCK MAINTENANCE #88	022-322-630-360	505.10
NARRATIVE 12	INV0034153	12/06/2021	THINK GREEN WINTER INSERT	022-322-610-375	1,775.00

Expense Approval Report

Post Dates: 12/9/2021 - 12/15/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	INV0034177	12/06/2021	STREET SWEEPER	022-322-820-872	3,743.59
FUELMAN / FLEETCOR	INV0034209	12/06/2021	BG2416403 11.29.21-12.5.21	022-322-525-231	3,302.30
CLARKE POWER SERVICES, IN	S120012187	12/06/2021	REPAIR TRUCK 98	022-322-630-360	2,172.34
SANSOM EQUIPMENT COMPA	W00662	12/06/2021	REAPIR FRONTLOADER TRUCK	022-322-630-360	1,145.92
TRI-STATE TRUCKCENTER*	02W12071	12/07/2021	TRUCK REPAIRS & MAINTENA	022-322-630-360	3,419.92
OKTIBBEHA COUNTY COOPER	740257	12/08/2021	SCOOP	022-322-555-250	29.00
OKTIBBEHA COUNTY COOPER	740316	12/08/2021	MULCH	022-322-555-250	58.00
OKTIBBEHA COUNTY COOPER	740345	12/08/2021	MULCH	022-322-555-250	29.00
CHICKASAW EQUIPMENT CO	INV0034166	12/09/2021	TRACTOR REPAIRS	022-322-630-400	1,702.98
GOLDEN TRIANGLE PLANNIN	INV0034212	12/09/2021	SOLID WASTE BILLING/SOLID	022-322-600-364	758.00
GTR SOLID WASTE MGMT. AU	INV0034168	12/10/2021	NOVEMBER	022-322-600-379	35,417.54
FUELMAN / FLEETCOR	INV0034208	12/13/2021	BG2416403 12.6.21-12.12.21	022-322-525-231	3,393.79
STARKVILLE UTILITIES-SANITAT	14620-1121	12/15/2021	11/1/2021-11/30/21	022-322-600-333	5,388.66
Fund 022 - ENVIRONMENTAL SERVICES Total:					72,702.84
Fund: 107 - COMPUTER ASSESSMENTS					
TYLER TECHNOLOGIES	130-124796	12/01/2021	1.1.22-12.31.22 MAINTENAN	107-112-600-303	10,944.11
Fund 107 - COMPUTER ASSESSMENTS Total:					10,944.11
Fund: 303 - INDUSTRIAL PARK BOND					
OKT COUNTY SUPERVISORS	012	12/01/2021	PHOENIX NO. 12	303-600-600-330	87,718.37
OKT COUNTY SUPERVISORS	INV012	12/01/2021	PHOENIX INV 12	303-600-600-330	87,718.37
Fund 303 - INDUSTRIAL PARK BOND Total:					175,436.74
Fund: 309 - AMERICAN RELIEF FUND					
MITCHELL, MCNUTT, & SAMS,	430026	12/13/2021	PROFESSIONAL SERVICES	309-316-912-850	1,200.00
Fund 309 - AMERICAN RELIEF FUND Total:					1,200.00
Fund: 375 - PARK AND REC TOURISM					
SECURITY SOLUTIONS	221556	11/15/2021	PARK SECURITY CAMERA PROJ	375-551-907-943	49,230.75
Fund 375 - PARK AND REC TOURISM Total:					49,230.75
Fund: 380 - PARK BONDS 2020					
T&M STEEL ERECTORS, INC.	INV0034185	11/17/2021	CORNERSTONE PHASE 3 APP	380-551-907-945	238,138.98
SPORTS FACILITIES COMPANIE	9160	12/10/2021	JANUARY 2022 FEES	380-551-600-947	24,000.00
Fund 380 - PARK BONDS 2020 Total:					262,138.98
Grand Total:					1,185,714.60

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	530,194.70
003 - RESTRICTED FIRE FUND	1,555.67
015 - AIRPORT FUND	61,187.44
016 - RESTRICTED AIRPORT	21,123.37
022 - ENVIRONMENTAL SERVICES	72,702.84
107 - COMPUTER ASSESSMENTS	10,944.11
303 - INDUSTRIAL PARK BOND	175,436.74
309 - AMERICAN RELIEF FUND	1,200.00
375 - PARK AND REC TOURISM	49,230.75
380 - PARK BONDS 2020	262,138.98
Grand Total:	1,185,714.60

Account Summary

Account Number	Account Name	Expense Amount
001-000-053-206	DUE FROM WATER & SE	1,376.80
001-000-054-205	DUE FROM STARKVILLE E	1,739.12
001-000-100-600	ACCOUNTS PAYABLE	138.41
001-000-149-691	MUNICIPAL COURT BON	38.00
001-000-160-697	DONATION FIRE	1,362.51
001-000-200-084	TAXES DUE TO DOWNTOWN	586.81
001-000-365-637	BEAUTIFICATION AND M	13,354.63
001-005-054-208	DUE FROM PARKS & REC	30,000.00
001-100-604-330	COMMUNICATIONS	573.57
001-110-604-330	POSTAGE / COMMUNICA	268.19
001-110-620-370	INSURANCE	151.68
001-120-503-202	COMMITTEE SUPPORT	18.67
001-120-600-340	MAYOR'S YOUTH COUNC	544.47
001-120-604-330	COMMUNICATIONS	268.19
001-123-604-330	COMMUNICATIONS	2,225.09
001-123-620-370	INSURANCE	150.00
001-123-918-806	CAMERA LEASE PAYMEN	667.00
001-142-600-338	CONTRACT SERVICES	275.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	45.00
001-145-604-330	POSTAGE/COPIER/PHON	315.56
001-145-610-350	TRAVEL/TRAINING	200.00
001-145-690-556	DUES (MML) / FEES	70.00
001-169-600-302	CITY ATTORNEY GENERA	9,634.92
001-169-600-312	CITY ATTORNEY LITIGATI	1,848.00
001-180-604-330	COPIER/POSTAGE/PHON	248.87
001-180-691-505	PERSONNEL / KRONOS S	26.48
001-190-604-330	COPIERS/PHONES/IPADS	1,079.92
001-190-620-370	INSURANCE	275.36
001-192-510-220	SUPPLIES	71.18
001-192-600-338	CONTRACT SERVICES	1,619.00
001-192-620-370	INSURANCE	3,855.04
001-192-625-380	UTILITIES	2,548.20
001-192-630-403	REPAIRS TO BUILDING &	482.00
001-192-820-874	PRINCIPAL - NISSAN SUV	826.59
001-192-830-873	INTEREST - NISSAN SUV	69.91
001-195-951-952	TRANSFER TO STARKVILL	12,000.00
001-196-630-425	REPAIRS MAINT/MLK/18	800.00
001-196-631-402	ODDFELLOW MAINTENA	1,600.00
001-196-637-637	BRUSH ARBOR	600.00
001-197-525-231	GAS & OIL	52.95
001-197-604-330	COMMUNICATIONS	148.95
001-197-620-370	INSURANCE	136.68
001-201-501-200	OFFICE SUPPLIES	1,133.42

Account Summary

Account Number	Account Name	Expense Amount
001-201-525-231	GAS & OIL	5,881.45
001-201-535-233	UNIFORMS	7,952.05
001-201-541-240	PRISONER MEDICAL EXP	11,100.00
001-201-556-251	POLICE SUPPLIES	4,289.20
001-201-600-300	PROFESSIONAL SERVICE	500.00
001-201-604-330	PHONES/FAX/COPIERS/C	8,580.88
001-201-620-370	INSURANCE	8,025.56
001-201-625-380	UTILITIES	3,073.83
001-201-630-360	VEHICLE REPAIRS & MAI	26,786.83
001-201-630-400	EQUIPMENT REPAIR &	1,042.74
001-201-630-426	BUILDING MAINTENANC	131.00
001-201-690-450	GPS EXPENSES	987.21
001-201-690-552	POLICE TRAINING/EDUC	667.80
001-201-691-550	MISCELLANEOUS	299.04
001-201-918-805	EQUIPMENT & SOFTWA	5,935.30
001-245-690-552	DISPATCHER TRAINING	641.86
001-261-501-200	OFFICE SUPPLIES	468.84
001-261-501-250	FIRE PREVENTION SUPPL	1,596.06
001-261-525-231	GAS & OIL	1,382.99
001-261-535-233	UNIFORMS	2,230.95
001-261-555-208	JANITORIAL & PAPER SU	62.85
001-261-555-250	SUPPLIES & SMALL TOOL	257.03
001-261-558-269	BUILDING MAINTENANC	4,185.93
001-261-600-319	PHYSICAL EXAMINATION	375.00
001-261-600-390	FIRE TRAINING	369.85
001-261-604-330	PHONES/CABLE/INTERN	1,509.29
001-261-620-370	INSURANCE	7,759.56
001-261-625-380	UTILITIES	3,206.88
001-261-630-360	VEHICLE REPAIRS & MAI	3,522.60
001-261-918-805	EQUIP / FIRE TURNOUTS	2,802.00
001-281-525-231	GAS & OIL	40.66
001-281-604-330	COPIER/PHONES/IPADS/	200.58
001-281-620-370	INSURANCE	450.72
001-281-690-553	TRAINING	654.00
001-281-820-874	VEHICLE PAYMENTS	451.37
001-290-625-380	UTILITIES / CODE RED	115.70
001-301-525-231	GAS & OIL	2,019.25
001-301-555-250	SUPPLIES & SMALL TOOL	2,738.40
001-301-560-270	CONSTRUCTION MATERI	3,572.17
001-301-565-272	STREETS SIGNS & PAINT	4,401.60
001-301-604-330	COMMUNICATIONS	951.13
001-301-620-370	INSURANCE	1,395.80
001-301-625-380	UTILITIES/STREET LIGHTI	35,381.05
001-301-630-360	VEHICLE REPAIRS & MAI	714.96
001-301-630-400	EQUIPMENT REPAIR &	240.00
001-301-691-550	MISCELLANEOUS	1,866.10
001-301-820-874	EXCAVATOR / TRUCKS	451.38
001-360-604-330	COMMUNICATIONS	113.09
001-360-620-370	INSURANCE	275.36
001-550-525-231	GAS & OIL	101.78
001-550-600-300	PROFESSIONAL SERVICE	2.43
001-550-600-330	PHONES/COPIERS/POST	162.73
001-550-600-340	UTILITIES	144.49
001-550-600-360	INSURANCE	857.08
001-600-901-812	MUNICIPAL BUILDING F	1,066.00
001-600-912-806	ERBR 53-420(01) OLD W	262,776.12
003-560-820-874	CAPITAL ONE - 2 PUMPE	1,555.67
015-505-525-231	GAS & OIL	384.61

Account Summary

Account Number	Account Name	Expense Amount
015-505-525-232	100LL AV GAS PURCHAS	31,284.83
015-505-525-233	JET A FUEL PURCHASES	22,290.51
015-505-541-237	OPERATING SUPPLIES	55.17
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00
015-505-600-338	CONTRACT & LEGAL SER	297.18
015-505-604-330	CELL PHONE/POSTAGE	250.31
015-505-620-370	INSURANCE	1,927.52
015-505-630-400	EQUIPMENT REPAIR &	3,857.31
015-505-691-550	MISCELLANEOUS	40.00
016-515-600-390	PROF SVC- 2020 AIP 3-2	18,423.37
016-515-730-650	2020 CARES ACT GRANT	2,700.00
022-322-525-231	GAS & OIL - RESIDENTIA	6,696.09
022-322-555-250	SUPPLIES & SMALL TOOL	1,453.87
022-322-600-333	ADMINISTRATIVE SERVIC	5,388.66
022-322-600-364	BILLING SERVICES	758.00
022-322-600-379	LANDFILL FEES	35,417.54
022-322-600-431	CONTRACT RECYCLING C	2,450.00
022-322-604-330	COMMUNICATIONS	239.72
022-322-610-375	MDEQ RECYCLING GRAN	1,775.00
022-322-620-370	INSURANCE	4,331.84
022-322-630-360	VEHICLE REPAIRS & MAI	8,745.55
022-322-630-400	EQUIPMENT REPAIR &	1,702.98
022-322-820-872	SWEEPER 2017	3,743.59
107-112-600-303	DATA PROCESSING	10,944.11
303-600-600-330	IND PARK CONSTRUCTIO	175,436.74
309-316-912-850	LEGAL / ADMIN - AMERI	1,200.00
375-551-907-943	CAPITAL PURCHASES	49,230.75
380-551-600-947	CORNERSTONE MANAG	24,000.00
380-551-907-945	CORNERSTONE - PHASE	238,138.98
Grand Total:		1,185,714.60

Project Account Summary

Project Account Key	Expense Amount
None	1,185,714.60
Grand Total:	1,185,714.60



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance
AGENDA DATE: 12.21.21
PAGE: 1 of 21

SUBJECT: Request acceptance of the November 2021 financial statements of the City of Starkville, MS

**REQUESTING
DEPARTMENT:** City Clerk Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:

Lesa Hardin, City Clerk / CFO or David Wise, Comptroller – Starkville Utilities

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Acceptance of the November 2021 financial statements of the City of Starkville, MS



Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	16,569.08	83,263.31	-8,256,736.69	1.00 %
206 - LIEU OF TAXES	805,500.00	805,500.00	7,766.78	33,629.13	-771,870.87	4.17 %
220 - LICENSES AND PERMITS	259,000.00	259,000.00	63,054.67	101,486.45	-157,513.55	39.18 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,119,500.00	805,594.96	1,628,378.97	-10,491,121.03	13.44 %
250 - GRANTS	107,900.00	157,900.00	12,997.82	26,559.19	-131,340.81	16.82 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	3,338.60	11,959.42	-12,540.58	48.81 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	74,360.54	117,867.03	-344,632.97	25.48 %
340 - MISCELLANEOUS	581,750.00	581,750.00	44,599.43	198,627.74	-383,122.26	34.14 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	0.00	200.00	-1,300.00	13.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	115,325.00	296,178.45	-4,623,821.55	6.02 %
631 - ODDFELLOWS	10,500.00	10,500.00	25.49	51.81	-10,448.19	0.49 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	27,682,650.00	1,143,632.37	2,498,201.50	-25,184,448.50	9.02 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	19,634.80	40,472.01	163,627.99	19.83 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	415.03	827.39	15,672.61	5.01 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	20,049.83	41,299.40	179,300.60	18.72 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	345,130.00	28,210.69	74,104.83	271,025.17	21.47 %
500 - SUPPLIES	10,000.00	10,000.00	0.00	471.23	9,528.77	4.71 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	767.55	1,753.67	21,246.33	7.62 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	7,065.33	7,308.33	71,191.67	9.31 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	456,630.00	36,043.57	83,638.06	372,991.94	18.32 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	143.28	293.01	92,656.99	0.32 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	143.28	293.01	92,656.99	0.32 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,120.00	11,884.73	29,040.96	124,079.04	18.97 %
500 - SUPPLIES	1,200.00	1,200.00	125.44	226.13	973.87	18.84 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	4,607.75	9,496.55	141,503.45	6.29 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,820.00	16,617.92	38,763.64	267,056.36	12.68 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	336,400.00	25,506.22	62,857.87	273,542.13	18.69 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	118,250.00	35,339.06	38,391.70	79,858.30	32.47 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	13,352.95	16,976.95	73,023.05	18.86 %
Department: 123 - IT Total:	545,150.00	545,150.00	74,198.23	118,226.52	426,923.48	21.69 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	444,482.00	24,520.99	71,827.82	372,654.18	16.16 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	53,280.00	113,280.00	1,720.00	98.50 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	559,482.00	77,800.99	185,107.82	374,374.18	33.09 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	1,206.20	1,979.71	7,520.29	20.84 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	872.86	1,971.66	21,528.34	8.39 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	1,560.00	1,560.00	1,440.00	52.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	3,639.06	5,511.37	31,488.63	14.90 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	700.00	1,050.00	7,450.00	12.35 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	700.00	1,050.00	7,450.00	12.35 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.17	13,465.42	56,479.58	19.25 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,386.17	13,465.42	56,479.58	19.25 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	17,505.95	37,517.31	197,482.69	15.96 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	17,505.95	37,517.31	197,482.69	15.96 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	307,383.00	19,397.84	47,943.96	259,439.04	15.60 %
500 - SUPPLIES	3,000.00	3,000.00	9.63	9.63	2,990.37	0.32 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	4,670.95	9,606.43	41,143.57	18.93 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	361,133.00	24,078.42	57,560.02	303,572.98	15.94 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	178,240.00	13,366.10	28,607.23	149,632.77	16.05 %
500 - SUPPLIES	1,100.00	1,100.00	189.47	459.67	640.33	41.79 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	4,800.22	7,882.32	114,267.68	6.45 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	321,490.00	321,490.00	18,355.79	36,949.22	284,540.78	11.49 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	136,940.00	10,637.91	24,393.54	112,546.46	17.81 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	136,940.00	10,637.91	24,393.54	112,546.46	17.81 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	631.51	890.11	4,609.89	16.18 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	9,668.59	19,009.74	70,490.26	21.24 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	98,586.00	10,300.10	19,899.85	78,686.15	20.19 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	6,999.00	13,499.00	6,501.00	67.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	16,250.00	50,678.00	24.28 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	120,928.00	120,928.00	6,999.00	29,749.00	91,179.00	24.60 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	2,800.00	23,200.00	10.77 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	3,200.00	16,800.00	16.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,000.00	6,000.00	40,000.00	13.04 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	406,430.00	29,107.10	76,803.24	329,626.76	18.90 %
500 - SUPPLIES	6,150.00	6,150.00	104.32	137.28	6,012.72	2.23 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	204.24	1,096.10	19,803.90	5.24 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 197 - ENGINEERING Total:	443,480.00	443,480.00	29,415.66	78,036.62	365,443.38	17.60 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,518,290.00	360,248.56	889,248.28	3,629,041.72	19.68 %
500 - SUPPLIES	452,500.00	452,500.00	60,003.81	93,792.45	358,707.55	20.73 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	35,392.61	71,951.82	492,798.18	12.74 %
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	36,741.00	110,259.00	24.99 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	0.00	3,684.11	189,015.89	1.91 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	5,875,240.00	455,644.98	1,095,417.66	4,779,822.34	18.64 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	290,500.00	19,716.78	47,890.04	242,609.96	16.49 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	395.00	395.00	1,105.00	26.33 %
Department: 245 - DISPATCHERS Total:	292,000.00	292,000.00	20,111.78	48,285.04	243,714.96	16.54 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	103,210.00	8,295.31	19,958.65	83,251.35	19.34 %
500 - SUPPLIES	2,750.00	2,750.00	140.81	398.15	2,351.85	14.48 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	110,960.00	8,436.12	20,356.80	90,603.20	18.35 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	134,230.00	6,622.15	28,222.41	106,007.59	21.03 %
Department: 254 - DUI GRANT Total:	134,230.00	134,230.00	6,622.15	28,222.41	106,007.59	21.03 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,222,685.00	312,422.88	770,951.18	3,451,733.82	18.26 %
500 - SUPPLIES	133,750.00	133,750.00	10,457.35	18,243.78	115,506.22	13.64 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	23,867.79	44,428.28	232,071.72	16.07 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	50,000.00	0.00	0.00	50,000.00	0.00 %
800 - DEBT SERVICE	99,350.00	99,350.00	0.00	0.00	99,350.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	10,134.69	10,134.69	39,865.31	20.27 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	4,832,285.00	356,882.71	843,757.93	3,988,527.07	17.46 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	263,390.00	20,549.67	49,214.29	214,175.71	18.68 %
500 - SUPPLIES	7,000.00	7,000.00	629.86	995.25	6,004.75	14.22 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	-19.71	380.35	16,619.65	2.24 %
800 - DEBT SERVICE	6,935.00	6,935.00	0.00	902.75	6,032.25	13.02 %
Department: 281 - BUILDING/CODES OFFICE Total:	294,325.00	294,325.00	21,159.82	51,492.64	242,832.36	17.50 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	230.39	457.75	17,042.25	2.62 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	18,150.00	230.39	457.75	17,692.25	2.52 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	938,370.00	59,322.73	145,430.29	792,939.71	15.50 %
500 - SUPPLIES	183,750.00	183,750.00	19,498.05	39,728.95	144,021.05	21.62 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	50,780.23	92,087.47	497,412.53	15.62 %
800 - DEBT SERVICE	98,675.00	98,675.00	0.00	25,561.16	73,113.84	25.90 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	0.00	2,069.68	57,930.32	3.45 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,870,295.00	129,601.01	304,877.55	1,565,417.45	16.30 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	94,180.00	7,506.10	19,333.26	74,846.74	20.53 %
500 - SUPPLIES	3,500.00	3,500.00	675.95	823.86	2,676.14	23.54 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	113.07	226.14	5,323.86	4.07 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	0.00	46,250.00	138,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	288,230.00	288,230.00	8,295.12	66,633.26	221,596.74	23.12 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	43,106.33	116,262.53	949,047.47	10.91 %
500 - SUPPLIES	175,000.00	175,000.00	3,087.22	17,029.95	157,970.05	9.73 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	6,257.82	55,782.87	411,317.13	11.94 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	0.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,745,366.00	52,451.37	189,075.35	1,556,290.65	10.83 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	17,580.25	235,544.37	2,119,455.63	10.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	2,365,000.00	17,580.25	235,544.37	2,129,455.63	9.96 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	50,000.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	0.00	62,500.00	207,500.00	23.15 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	334,000.00	334,000.00	50,000.00	123,000.00	211,000.00	36.83 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	32,593.75	313,879.48	2,348,532.52	11.79 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,662,412.00	32,593.75	313,879.48	2,348,532.52	11.79 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-370,848.96	-1,605,259.54	-1,605,259.54	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	0.00	1,003.00	-10,497.00	8.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	21,500.00	0.00	1,003.00	-20,497.00	4.67 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	112.66	4,887.34	2.25 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	21,500.00	0.00	112.66	21,387.34	0.52 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	890.34	890.34	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	0.00	0.00	-139,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	269,000.00	0.00	0.00	-269,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
800 - DEBT SERVICE	263,250.00	263,250.00	0.00	140,382.18	122,867.82	53.33 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	269,000.00	0.00	140,382.18	128,617.82	52.19 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-140,382.18	-140,382.18	0.00 %

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For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,500.00	30,500.00	2,055.00	4,509.17	-25,990.83	14.78 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	97,897.88	188,752.47	-320,497.53	37.06 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,310,701.00	99,952.88	201,243.64	-1,109,457.36	15.35 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	9,113.85	24,388.04	145,911.96	14.32 %
500 - SUPPLIES	419,000.00	419,000.00	47,964.85	124,575.17	294,424.83	29.73 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	4,333.41	24,983.09	79,866.91	23.83 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	2,453.09	-2,453.09	0.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	0.00 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,310,701.00	61,412.11	176,399.39	1,134,301.61	13.46 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	38,540.77	24,844.25	24,844.25	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	11,571.00	11,571.00	-133,985.00	7.95 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	11,571.00	11,571.00	-133,985.00	7.95 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	0.00	49,414.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	0.00	16,157.91	79,984.09	16.81 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	0.00	16,157.91	129,398.09	11.10 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	11,571.00	-4,586.91	-4,586.91	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,800,000.00	241,221.18	487,357.72	-2,312,642.28	17.41 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,100,000.00	241,221.18	487,357.72	-2,612,642.28	15.72 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,564,361.00	101,908.23	275,970.77	1,288,390.23	17.64 %
500 - SUPPLIES	240,500.00	240,500.00	18,365.15	32,364.37	208,135.63	13.46 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	57,052.73	152,055.16	692,544.84	18.00 %
800 - DEBT SERVICE	298,702.00	298,702.00	0.00	70,951.91	227,750.09	23.75 %
900 - CAPITAL OUTLAY	151,837.00	151,837.00	4,000.00	4,000.00	147,837.00	2.63 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,100,000.00	181,326.11	535,342.21	2,564,657.79	17.27 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	59,895.07	-47,984.49	-47,984.49	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	21,575.15	36,385.77	-403,614.23	8.27 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	21,575.15	36,385.77	-404,614.23	8.25 %
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	21,575.15	36,385.77	36,385.77	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	0.00	3,943.50	-46,056.50	7.89 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	0.00	3,943.50	-86,056.50	4.38 %
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	175.00	884.62	89,115.38	0.98 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	175.00	884.62	89,115.38	0.98 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-175.00	3,058.88	3,058.88	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	112.45	231.60	-2,268.40	9.26 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	702,500.00	112.45	231.60	-702,268.40	0.03 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	11,222.29	43,695.52	658,804.48	6.22 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	702,500.00	11,222.29	43,695.52	658,804.48	6.22 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-11,109.84	-43,463.92	-43,463.92	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	12,787.63	17,212.37	42.63 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	0.00	12,787.63	17,212.37	42.63 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	-12,787.63	-12,787.63	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	53,340.76	63,395.47	61,895.47	4,226.36 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	1,001,500.00	53,340.76	63,395.47	-938,104.53	6.33 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	996,500.00	996,500.00	71,322.59	73,780.04	922,719.96	7.40 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	1,001,500.00	71,322.59	73,780.04	927,719.96	7.37 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-17,981.83	-10,384.57	-10,384.57	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	242,425.30	461,020.64	-1,363,979.36	25.26 %
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:	3,325,000.00	3,325,000.00	242,425.30	461,020.64	-2,863,979.36	13.87 %
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	10,766.00	10,766.00	-10,766.00	0.00 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	0.00	109,050.00	1,378,905.00	7.33 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	200,000.00	0.00	50,000.00	150,000.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,325,000.00	10,766.00	169,816.00	3,155,184.00	5.11 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	231,659.30	291,204.64	291,204.64	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	370,277.28	759,159.72	-740,840.28	50.61 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	370,277.28	759,159.72	-740,840.28	50.61 %
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	222.80	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	4,558.17	97,089.43	802,910.57	10.79 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	0.00 %
Department: 318 - MS182/MLK Total:	1,500,000.00	1,500,000.00	4,780.97	97,312.23	1,402,687.77	6.49 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	365,496.31	661,847.49	661,847.49	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	1,538.32	3,250.30	-6,749.70	32.50 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	18,000,000.00	1,538.32	3,250.30	-17,996,749.70	0.02 %
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	68,632.92	604,567.02	308,898.98	66.18 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	508,271.51	871,155.45	16,215,378.55	5.10 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	18,000,000.00	576,904.43	1,475,722.47	16,524,277.53	8.20 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-575,366.11	-1,472,472.17	-1,472,472.17	0.00 %
Report Surplus (Deficit):	0.00	0.00	-246,744.14	-2,319,090.04	-2,319,090.04	0.00 %



**Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending November 30, 2021**

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,270,000	\$ 2,742,187	\$ 6,290,465	(34,979,535)	15.24%
Other Revenue	1,917,000	126,271	250,312	(1,666,688)	13.06%
Total Revenue	\$ 43,187,000	\$ 2,868,458	\$ 6,540,777	(36,646,223)	15.15%
<u>Expenses</u>					
Purchased Power Expense	\$ 32,695,000	\$ 2,233,417	\$ 4,845,104	27,849,896	14.82%
Payroll Expenses	2,853,920	206,024	498,660	2,355,260	17.47%
Operating Expenses	1,052,000	57,048	112,432	939,568	10.69%
Maintenance Expense	1,475,000	61,071	164,003	1,310,997	11.12%
Capital Expense	5,684,523	252,561	717,294	4,967,229	12.62%
Debt Expense	624,813	-	-	624,813	0.00%
Tax Equivalency	1,365,000	113,750	227,500	1,137,500	16.67%
Total Expenses	\$ 45,750,256	\$ 2,923,871	\$ 6,564,993	39,185,263	14.35%
Total Revenue Over Expenses	\$ (2,563,256)	\$ (55,413)	\$ (24,216)	\$ 2,539,040	0.94%

****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 2022 (10/2021-9/2022) Report
For the Period Ending November 30, 2021

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 649,406	\$ 1,355,743	(6,144,257)	18.08%
Other Revenues	2,051,000	24,645	70,906	(1,980,094)	3.46%
Total Revenues	\$ 9,551,000	\$ 674,051	\$ 1,426,649	(8,124,351)	14.94%
<u>Expenses</u>					
Payroll Expense	\$ 2,296,853	\$ 132,372	\$ 279,343	(2,017,510)	12.16%
Operating Expense	1,401,000	82,565	193,377	(1,207,623)	13.80%
Maintenance Expense	3,020,000	233,311	453,175	(2,566,825)	15.01%
Capital Expense	1,640,000	42,011	47,011	(1,592,989)	2.87%
Debt Expense	1,501,388	52,415	257,105	(1,244,283)	17.12%
Total Expenses	\$ 9,859,241	\$ 542,674	\$ 1,230,011	(8,629,230)	12.48%
Total Revenues Over Expenses	\$ (308,241)	\$ 131,377	\$ 196,638	\$ (16,753,581)	-63.79%

****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.:
AGENDA DATE: 8/4/20
PAGE: 1 of 2

SUBJECT: Request authorization to advertise for Municipal Depository for the City of Starkville.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: Advertise in accordance with in MS Code sections 27-105-305; 27-105-353; and 27-105-363.

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION:

Move to approve advertise for Municipal Depository for the City of Starkville.

ADVERTISEMENT FOR DEPOSITORY PROPOSALS
THE CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that the City of Starkville, Mississippi is currently seeking proposals from interested financial Institutions for the opportunity to serve as the City of Starkville's Municipal Depository beginning March 1, 2022 as outlined in Sections 27-105-305; 27-105-353; and 27-105-363 of the Mississippi Code of 1972, Annotated.

Proposals will be accepted at the City Clerk's Office, 110 W. Main St., City Hall, Starkville, MS 39759, until 10:00 a.m. local time on Monday, January 24, 2022 at which time they will be opened publicly, read aloud, and taken under advisement. Proposals may also be securely submitted to bids@cityofstarkville.org.

A recommendation will be presented to the Mayor and Board of Aldermen at their regular meeting, Tuesday, February 1, 2022 at 5:30 p.m.

Each proposal shall contain interest rates to be paid on both short term and long term funds held by the institution as well as the service charge for transactions handled by the institution for the City. Each financial institution designated as a depository shall designate the security and collateral authorized by law as specified in Miss Code Ann. Sections 27-105-5 and 27-105-315 for securing the funds in an amount equal to 105% of the maximum sum on deposit at any one time exclusive of that portion of said deposit account insured by Federal Deposit Insurance Corporation. In the event that the City designates more than one depository, each depository shall enter into a depository agreement with the City.

For questions please email Lesa Hardin, City Clerk/CFO at l.hardin@cityofstarkville.org

Please **SEAL** and address envelope containing proposals as shown below:

Name of Financial Institution
Address of Financial Institution
City, State, Zip of Financial Institution

City of Starkville – Finance Department
Attn: City Clerk Lesa Hardin
110 West Main St. – City Hall
Starkville, MS 39759

Sealed Proposal - Municipal Depository
Due: January 24, 2022 - 10:00 a.m.

No proposal shall be withdrawn after the scheduled date and time of the opening without the written consent of the City of Starkville. Within the limitations of state law, the City of Starkville reserves the right to reject any or all proposals received, to waive any informalities or irregularities in the proposals received, or to accept any proposal which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

/s/ Lesa Hardin
City Clerk / CFO

Publish 12/23/21 & 1/4/22



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request permission to accept the donation of an E-One 4T Fire Truck (S/N 4ENRAAA88310) from Mississippi State University with a value of \$292,308.00.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

Justification for Donation: In accordance with Section 3 of the Interlocal Agreement titled "Starkville-University Fire Protection Agreement," the E-One Fire Truck (VIN: 4ENRAAA8831007095) is being transferred from the University to the City of Starkville. This transfer will officially give the City of Starkville sole ownership and possession of the fire truck per the existing agreement.

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval for permission to accept the donation of an E-One 4T Fire Truck (S/N 4ENRAAA8831007095) from Mississippi State University with a value of \$292,308.00.

MISSISSIPPI STATE UNIVERSITY®

Request to Transfer/Donate Items to State-Funded Entity

Receiving & Property Control
Phone: 662-325-2545
Fax: 662-325-4551
Mail Stop 9605

This form prepared by:

Name: BRYCE MITCHELL Phone: (662) 325-1874 Date: 12/08/2021

MSU (#254) ☒ C3 VEHICLES JEFFREY GUESS
Agency Dept Code Department Name Department Head

Inventory Number	Acquisition Code	Description	Serial Number	Quantity	Value
254-0103146	I-Own Funds ☒	E-ONE 4T FIRE TRUCK	4ENRAAA8831	1	292,308.00
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				
	Please Select				

EXPLANATION BELOW IS ESSENTIAL TO CONSIDERATION OF THIS REQUEST

Justification for Donation: In accordance with Section 3 of the attached Interlocal Agreement titled "Starkville-University Fire Protection Agreement," the E-One Fire Truck (VIN: 4ENRAAA8831007095) is being transferred from the University to the City of Starkville. This transfer will officially give the City of Starkville sole ownership and possession of the fire truck per the existing agreement.

Recipient of Items: ☒ State of Mississippi Funded Entity (other than MSU)

☐ State Agency/Institution Outside of Mississippi

Recipient Name: CHARLES YARBROUGH

Signature of Recipient: 

Title: FIRE CHIEF

Division/Department: STARKVILLE FIRE DEPARTMENT

Institution/Entity: CITY OF STARKVILLE

Address: 110 WEST MAIN STREET

City/State/Zip: STARKVILLE, MS 39759

Phone Number: 6623232525

TITLE	APPROVAL SIGNATURES	DATE
Department Property Representative:		
Department Head:		
Dean:		
Director:		
Vice President:		
Property Officer/Asst. Property Officer:		

Property Control Use Only:

Agency _____ Trans Code _____ Report No _____ Disposal No. _____ Initial _____ Date _____

General Instructions

Listed below are brief instructions and definitions of terms needed to complete this form

Use this form for equipment being transferred, at no cost, to an agency within the State of Mississippi.
This form must be completed prior to the release of equipment to the recipient (including all signatures).

MSU Inventory Dept Code	One or two digit code assigned to each department in possession of property
MSU Department Name	Name assigned to each department in possession of property
Inventory Number	Inventory number assigned to equipment(please enter NOI if item is not on your departmental property(equipment) inventory
Acquisition Code	Found under the accounting tab in InCircuit
Description	Brief description of the item
Serial Number	Serial number associated with the item/if applicable
Quantity	Quantity of items being transferred
Value	Value of items being transferred
Justification for Donation	Detailed description of the reason for transfer
Recipient of Equipment	Include all pertinent information
Signature of Approving Officials	Form will not be processed until all signatures are included
Complete and return original to:	

Mississippi State University
Receiving & Property Control
PO Box 6177
Miss State MS 37962
Mail Stop 9605
Phone (662) 325-2545

Maintain a copy in departmental file.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request permission to allow Rick Sherman Exteriors to paint the metal on the exterior of Fire Station One, 503 East Lampkin Street, for the cost of \$8,100, the lowest quote.

AMOUNT & SOURCE OF FUNDING

Two quotes received:

Rick Sherman Exteriors \$8,100.00

James "Cubby" Harris Painting Company \$8,500.00

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 Rick Sherman Exteriors to paint the metal on the exterior of Fire Station One, 503 East Lampkin Street, for the cost of \$8,100, the lowest quote.

RICK SHERMAN EXTERIORS
81 Windy Ridge Rd
Starkville MS, 39759

ESTIMATE

Starkville Fire Station 1
503 East Lampkin St.
Starkville MS 39760

Wash all metal to be painted and paint all specified metal surfaces two coats.
Material and labor \$8100.00

Thank you,
Rick Sherman

James "Cubby" Harris Painting Company



205 Apache Drive ♦ Starkville, MS 39759
Cell Phone 662-769-1277 ♦ Home Phone 662-323-8112

September 24, 2021

**City of Starkville
Fire Station no 1:**

This price consists of the following:

Exterior

- repaint metal siding & metal frames with one coat of paint**
- labor & material**
- Lift not included**

Total Cost:

\$8,500.00

Thank you,

A handwritten signature in cursive script that reads "James 'Cubby' Harris".

James "Cubby" Harris
9/24/2021



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request permission to allow Paul Davis Restoration to perform restoration of Fire Station Three, 102 Garrard Road, for the cost of \$62,256.66, the only bid received after advertising.

AMOUNT & SOURCE OF FUNDING

Transfer funds from ending fund balance 001-900-990-979

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 Paul Davis Restoration to perform restoration of Fire Station Three, 102 Garrard Road, for the cost of \$62,256.66, the only bid received after advertising.

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285

Client: Fire Station Three
Property: 102 West Garrard Rd.
Starkville , MS 39759

Home: (662) 722-0051

Operator: JACK.RIE

Estimator: Riekhof, Jack
Business: 305 Hwy 12 West
Starkville , MS 39759

Business: (662) 418-9736
E-mail: jack.riekhof@pauldavis.com

Type of Estimate:

Date Entered: 6/8/2021

Date Assigned:

Price List: MSTU8X_JUN21

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2021-06-08-1559-1--3

Hey Chief Yarbrough. Attached is the revised reconstruction estimate totaling \$62,256.66. The estimate includes removing and replacing drywall on the second floor, insulation, painting, and replacing carpet in the hallway and stairs. After demo, we will need to reassess A/C system, and roof to determine full scope of work required to repair properly (unable to access ducts without ceiling removal). In the event there is a need to increase the scope of work, we will stop work to provide an updated estimate. Please review and let me know if you have any questions or would like to discuss. I am happy to walk through the estimate line items and discuss in detail. Thank you for allowing Paul Davis the opportunity to work with the Fire Department!

Microbial Growth Inspection & Remediation Report:

Report Details

On June 8th, Paul Davis Restoration inspected Fire Station Three located at 102 Garrard Rd. in Starkville, MS. The purpose of the inspection was to identify microbial growth and areas of moisture concentration. The following are our findings:

- Temperature and humidity readings were within an acceptable range. Relative Humidity reading was 52 at the time of inspection. Inspection time was 10:30 A.M.
- Microbial growth was present on multiple areas of the ceiling and walls. Most notably in the stairway ceiling. Please see attached pictures.
- Please see the attached link to the EPA residential mold guide.
<https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>
- Electricity/HVAC was active at the time of inspection.
- Elevated moisture levels were noted along break room base boards, walls and ceiling. As well as the ceiling on the second floor. Please see attached pictures of moisture readings.
- Possible sources of moisture concentration are A/C ducts and roof. Unable to access duct system at the time of inspection without drywall demo.

Recommended remediation as follows:

- Remove and replace ceiling drywall on second floor hallway and stairway.
- Evaluate the A/C system and ducts for proper insulation and working condition. (unable to access during inspection).

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285

-Inspect roof for potential leaks.

-Remove and replace damaged drywall, and trim in break room. 15'X8' effected area of interior wall. 15'X3' effected area of ceiling. Please see attached pictures of moisture readings.

-After demo is completed, reinspect and treat effected areas with antimicrobial agent.

*Mold remediation is not guaranteed. In order to avoid future microbial growth, spaces need proper ventilation, eliminate sources of moisture, and low humidity levels. The prevention of mold development and growth is up to the property owner to properly manage and maintain the residential environment. If mold growing conditions exist and there is any source of moisture, mold can grow.

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285

2021-06-08-1559-1--3

General

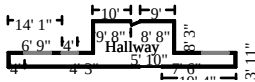
DESCRIPTION	QTY
1. Tandem axle dump trailer - per load - including dump fees	2.00 EA
2. Final cleaning - construction - Commercial	874.00 SF
3. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	4.00 DA

NOTES:

Main Level

Hallway

Height: 7' 1"



839.10 SF Walls	362.36 SF Ceiling
1201.46 SF Walls & Ceiling	362.36 SF Floor
40.26 SY Flooring	120.58 LF Floor Perimeter
140.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	6' 9" X 6' 8"	Opens into Exterior
Door	2' 5" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	6' 9" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	4' X 6' 8"	Opens into Exterior
Window	5' 10" X 4'	Opens into Exterior

DESCRIPTION	QTY
4. 1/2" drywall - hung, taped, floated, ready for paint	180.00 SF
5. Tape joint for new to existing drywall - per LF	68.00 LF
6. Batt insulation - 10" - R30 - paper / foil faced	180.00 SF
7. Baseboard - 4 1/4"	36.00 LF
8. Quarter round - 3/4"	36.00 LF
9. Paint baseboard w/cap &/or shoe - two coats	58.00 LF
10. Seal/prime then paint the walls and ceiling twice (3 coats)	1201.46 SF

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285

CONTINUED - Hallway

DESCRIPTION

QTY

NOTES:

Level 2

Hallway

Height: 7' 1"



559.34 SF Walls	169.24 SF Ceiling
728.57 SF Walls & Ceiling	169.24 SF Floor
18.80 SY Flooring	91.61 LF Floor Perimeter
104.36 LF Ceil. Perimeter	

Door	2' 2" X 6' 8"	Opens into BEDROOM_4
Missing Wall	3' X 7' 1"	Opens into STAIRS3
Door	2' 2" X 6' 8"	Opens into BEDROOM_1
Door	1' 11" X 6' 8"	Opens into BATHROOM_2
Door	2' 4" X 6' 8"	Opens into BATHROOM_1
Door	2' X 6' 8"	Opens into BEDROOM_3
Missing Wall	3' X 7' 1"	Opens into STAIRS
Door	2' 2" X 6' 8"	Opens into BEDROOM_2
Window	7' 10" X 4'	Opens into Exterior
Window	7' 10" X 4'	Opens into Exterior

DESCRIPTION

QTY

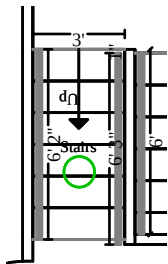
Floors	
11. Remove Carpet	169.24 SF
12. Carpet	200.92 SF
13. R&R Carpet pad	169.24 SF
14. R&R Baseboard - 3 1/4"	91.61 LF
15. Paint baseboard - two coats	91.61 LF

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285

CONTINUED - Hallway

DESCRIPTION	QTY
Walls & Ceiling	
16. Apply anti-microbial agent to the ceiling	169.24 SF
17. R&R 1/2" drywall - hung, taped, floated, ready for paint	728.57 SF
18. Tape joint for new to existing drywall - per LF	104.36 LF
19. Texture drywall - light hand texture	169.24 SF
20. R&R Batt insulation - 10" - R30 - paper / foil faced	728.57 SF
21. Seal/prime then paint the walls and ceiling twice (3 coats)	728.57 SF
22. Remove Ductwork - hot or cold air	51.75 LF
23. HVAC Technician - per hour	12.00 HR
24. Paint door/window trim & jamb - 2 coats (per side)	7.00 EA
25. R&R Wood door frame & trim (for a 2" x 4" wall)	126.00 LF
26. R&R Window trim set (casing & stop)	47.33 LF
27. Paint door or window opening - 2 coats (per side)	2.00 EA
28. Detach & Reset Fluorescent - two tube - 4' - detach and reset	2.00 EA

NOTES:



Missing Wall

Stairs

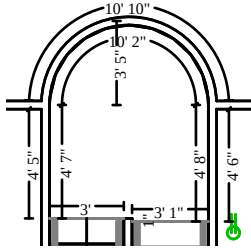
Height: 16' 9"

182.92 SF Walls	18.62 SF Ceiling
201.54 SF Walls & Ceiling	32.49 SF Floor
3.61 SY Flooring	14.70 LF Floor Perimeter
12.58 LF Ceil. Perimeter	

3' X 16' 8 15/16"

Opens into HALLWAY

Paul Davis Restoration
305 Hwy 12 West
Starkville, MS 39759
662-769-7285



Missing Wall

Missing Wall

Subroom: Stairs1 (2)

Height: 12' 4"

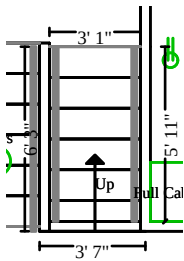
160.65 SF Walls	45.90 SF Ceiling
206.55 SF Walls & Ceiling	45.90 SF Floor
5.10 SY Flooring	19.51 LF Floor Perimeter
19.51 LF Ceil. Perimeter	

3' 1" X 12' 4 1/2"

Opens into STAIRS2

3' X 12' 4 1/2"

Opens into STAIRS



Missing Wall

Subroom: Stairs (1)

Height: 12' 4"

119.50 SF Walls	18.24 SF Ceiling
137.74 SF Walls & Ceiling	33.52 SF Floor
3.72 SY Flooring	13.80 LF Floor Perimeter
11.83 LF Ceil. Perimeter	

3' 1" X 12' 4 1/2"

Opens into STAIRS1

DESCRIPTION

QTY

Floors

29. Remove Carpet	111.92 SF
30. Step charge for "waterfall" carpet installation	14.00 EA
31. Carpet	149.25 SF
32. R&R Carpet pad	111.92 SF
33. Detach & Reset Baseboard - 4 1/4"	10.20 LF
34. Paint baseboard - two coats	19.51 LF
175. Negative air fan/Air scrubber (24 hr period) - No monit.	6.00 DA

Walls & Ceiling

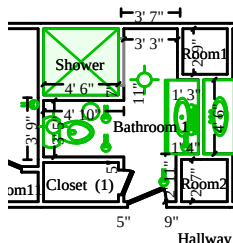
35. Seal the walls shellac - one coat	463.07 SF
36. R&R 1/2" drywall - hung, taped, floated, ready for paint	405.83 SF
174. 1/2" drywall - hung, taped, floated, ready for paint	140.00 SF
37. Tape joint for new to existing drywall - per LF	43.93 LF
38. Texture drywall - light hand texture	82.77 SF
39. R&R Batt insulation - 10" - R30 - paper / foil faced	545.83 SF
40. Seal/prime then paint the walls and ceiling twice (3 coats)	545.83 SF
41. Apply anti-microbial agent to the walls and ceiling	545.83 SF
42. R&R Insulated duct - 12" diameter, 24 gauge	18.00 LF
43. Detach & Reset Heat/AC register - Mechanically attached	1.00 EA

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662-769-7285

CONTINUED - Stairs

DESCRIPTION	QTY
44. Fluorescent light fixture - 2' & 4' - Detach & reset	1.00 EA

NOTES:



Bathroom 1

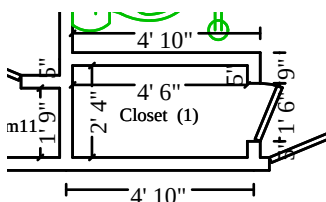
Height: 8'

272.45 SF Walls	55.82 SF Ceiling
328.27 SF Walls & Ceiling	55.82 SF Floor
6.20 SY Flooring	32.94 LF Floor Perimeter
39.61 LF Ceil. Perimeter	

Door
Missing Wall - Goes to Floor

2' 4" X 6' 8"
2' 10" X 6' 8"

Opens into HALLWAY
Opens into SHOWER



Subroom: Closet (1)

Height: 8'

100.23 SF Walls	10.72 SF Ceiling
110.95 SF Walls & Ceiling	10.72 SF Floor
1.19 SY Flooring	12.28 LF Floor Perimeter
13.78 LF Ceil. Perimeter	

Door

1' 6" X 6' 8"

Opens into BATHROOM_1

DESCRIPTION	QTY
Floors	
45. Clean floor - tile	66.54 SF
46. R&R Baseboard - 3 1/4"	45.22 LF
47. Paint baseboard - two coats	45.22 LF
48. R&R Quarter round - 3/4"	45.22 LF

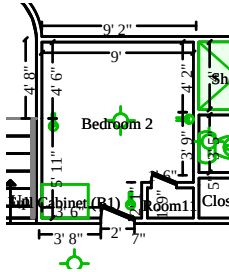
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CONTINUED - Bathroom 1

DESCRIPTION	QTY
49. Seal & paint trim - two coats	45.22 LF
Walls & Ceiling	
50. Apply anti-microbial agent to the ceiling	66.54 SF
51. Mirror - plate glass - Detach & reset	13.50 SF
Mirror may require replacement, in the event the mirror breaks during removal for drywall.	
52. R&R 1/2" drywall - hung, taped, floated, ready for paint	439.22 SF
53. Tape joint for new to existing drywall - per LF	53.39 LF
54. Texture drywall - light hand texture	66.54 SF
55. R&R Batt insulation - 10" - R30 - paper / foil faced	66.54 SF
56. Seal/prime then paint the walls and ceiling twice (3 coats)	439.22 SF
57. R&R Crown molding - 4 1/4"	53.39 LF
58. Paint crown molding, oversized - two coats	53.39 LF
59. Detach & Reset Light fixture - detach and reset	1.00 EA
60. Detach & Reset Light bar - 4 lights	1.00 EA
61. R&R Outlet or switch cover	4.00 EA
62. Toilet paper holder - Detach & reset	1.00 EA
63. Detach & Reset Light fixture - wall sconce	1.00 EA

NOTES:

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Bedroom 2

Height: 8'

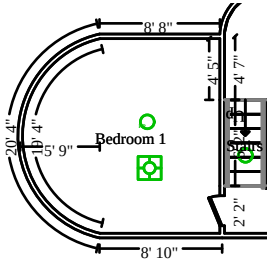
287.99 SF Walls	87.60 SF Ceiling
375.59 SF Walls & Ceiling	87.60 SF Floor
9.73 SY Flooring	35.42 LF Floor Perimeter
38.92 LF Ceil. Perimeter	

Door	2' X 6' 8"	Opens into HALLWAY
Door	1' 6" X 6' 8"	Opens into ROOM11

DESCRIPTION	QTY
64. Content Manipulation charge - per hour	2.00 HR
Floors	
65. Clean floor	87.60 SF
66. R&R Baseboard - 3 1/4"	35.42 LF
67. Paint baseboard - two coats	35.42 LF
68. R&R Quarter round - 3/4"	35.42 LF
69. Seal & paint trim - two coats	35.42 LF
Walls & Ceiling	
70. Apply anti-microbial agent to the walls and ceiling	375.59 SF
71. R&R Batt insulation - 10" - R30 - paper / foil faced	72.00 SF
72. Remove Cabinetry - Remove full height unit	2.90 LF
73. R&R 1/2" drywall - hung, taped, floated, ready for paint	375.59 SF
74. Tape joint for new to existing drywall - per LF	38.92 LF
75. Seal/prime then paint the walls and ceiling twice (3 coats)	375.59 SF
76. Ceiling fan - Detach & reset	1.00 EA
77. R&R Outlet or switch cover	3.00 EA
78. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
79. R&R Wood door frame & trim (for a 2" x 4" wall)	36.00 LF

NOTES:

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Bedroom 1

Height: 8'

391.11 SF Walls	179.65 SF Ceiling
570.75 SF Walls & Ceiling	179.65 SF Floor
19.96 SY Flooring	48.54 LF Floor Perimeter
50.71 LF Ceil. Perimeter	

Door

2' 2" X 6' 8"

Opens into HALLWAY

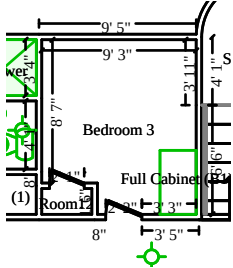
DESCRIPTION

QTY

80. Content Manipulation charge - per hour	2.00 HR
Floors	
81. Clean floor	179.65 SF
82. R&R Baseboard - 3 1/4"	48.54 LF
83. Paint baseboard - two coats	48.54 LF
84. R&R Quarter round - 3/4"	48.54 LF
85. Seal & paint trim - two coats	48.54 LF
Walls & Ceiling	
86. R&R Batt insulation - 10" - R30 - paper / foil faced	570.75 SF
87. R&R 1/2" drywall - hung, taped, floated, ready for paint	570.75 SF
88. Tape joint for new to existing drywall - per LF	50.71 LF
89. Seal/prime then paint the walls and ceiling twice (3 coats)	570.75 SF
90. Ceiling fan - Detach & reset	1.00 EA
91. Light fixture - Detach & reset	1.00 EA
92. R&R Outlet or switch cover	3.00 EA
93. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
94. R&R Wood door frame & trim (for a 2" x 4" wall)	18.00 LF

NOTES:

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Bedroom 3

Height: 8'

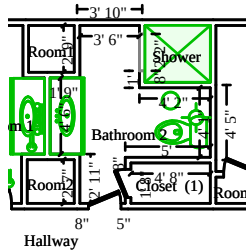
286.99 SF Walls	90.49 SF Ceiling
377.47 SF Walls & Ceiling	90.49 SF Floor
10.05 SY Flooring	35.17 LF Floor Perimeter
39.42 LF Ceil. Perimeter	

Door	2' 2" X 6' 8"	Opens into HALLWAY
Door	2' 1" X 6' 8"	Opens into ROOM12

DESCRIPTION	QTY
95. Content Manipulation charge - per hour	2.00 HR
Floors	
96. Clean floor	90.49 SF
97. R&R Baseboard - 3 1/4"	35.17 LF
98. Paint baseboard - two coats	35.17 LF
99. R&R Quarter round - 3/4"	35.17 LF
100. Seal & paint trim - two coats	35.17 LF
Walls & Ceiling	
101. Apply anti-microbial agent to the walls and ceiling	377.47 SF
102. R&R Batt insulation - 10" - R30 - paper / foil faced	72.00 SF
103. Remove Cabinetry - Remove full height unit	2.90 LF
104. R&R 1/2" drywall - hung, taped, floated, ready for paint	377.47 SF
105. Tape joint for new to existing drywall - per LF	39.42 LF
106. Seal/prime then paint the walls and ceiling twice (3 coats)	377.47 SF
107. Ceiling fan - Detach & reset	1.00 EA
108. R&R Outlet or switch cover	3.00 EA
109. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
110. R&R Wood door frame & trim (for a 2" x 4" wall)	36.00 LF

NOTES:

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Bathroom 2

Height: 8'

279.66 SF Walls	59.20 SF Ceiling
338.85 SF Walls & Ceiling	59.20 SF Floor
6.58 SY Flooring	34.00 LF Floor Perimeter
39.75 LF Ceil. Perimeter	

Door

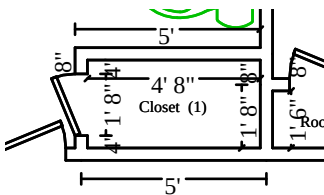
1' 11" X 6' 8"

Opens into HALLWAY

Missing Wall - Goes to Floor

2' 2" X 6' 8"

Opens into SHOWER1



Subroom: Closet (1)

Height: 8'

101.54 SF Walls	11.08 SF Ceiling
112.63 SF Walls & Ceiling	11.08 SF Floor
1.23 SY Flooring	12.42 LF Floor Perimeter
14.08 LF Ceil. Perimeter	

Door

1' 8" X 6' 8"

Opens into BATHROOM_2

DESCRIPTION

QTY

Floors

111. Clean floor - tile	70.28 SF
112. R&R Baseboard - 3 1/4"	46.41 LF
113. Paint baseboard - two coats	46.41 LF
114. R&R Quarter round - 3/4"	46.41 LF
115. Seal & paint trim - two coats	46.41 LF

Walls & Ceiling

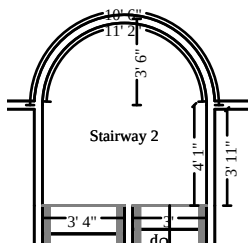
116. Apply anti-microbial agent to the ceiling	70.28 SF
117. Mirror - plate glass - Detach & reset	13.50 SF
Mirror may require replacement, in the event the mirror breaks during removal for drywall.	
118. R&R 1/2" drywall - hung, taped, floated, ready for paint	451.48 SF
119. Tape joint for new to existing drywall - per LF	53.83 LF
120. Texture drywall - light hand texture	70.28 SF
121. R&R Batt insulation - 10" - R30 - paper / foil faced	70.28 SF
122. Seal/prime then paint the walls and ceiling twice (3 coats)	451.48 SF
123. R&R Crown molding - 4 1/4"	53.83 LF
124. Paint crown molding, oversized - two coats	53.83 LF
125. Detach & Reset Light fixture - detach and reset	1.00 EA
126. Detach & Reset Light bar - 4 lights	1.00 EA

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CONTINUED - Bathroom 2

DESCRIPTION	QTY
127. R&R Outlet or switch cover	4.00 EA
128. Toilet paper holder - Detach & reset	1.00 EA
129. Detach & Reset Light fixture - wall sconce	1.00 EA

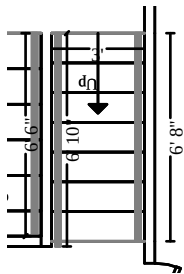
NOTES:



Stairway 2

Height: 16' 6"

335.21 SF Walls	44.46 SF Ceiling
379.67 SF Walls & Ceiling	44.46 SF Floor
4.94 SY Flooring	18.64 LF Floor Perimeter
24.97 LF Ceil. Perimeter	



Subroom: Stairs2 (1)

Height: 12' 4"

133.80 SF Walls	20.12 SF Ceiling
153.92 SF Walls & Ceiling	35.99 SF Floor
4.00 SY Flooring	16.21 LF Floor Perimeter
13.58 LF Ceil. Perimeter	

Missing Wall

3' X 12' 4 1/2"

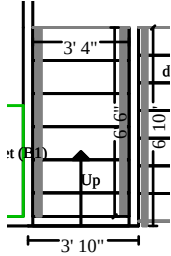
Opens into STAIRWAY_2

Missing Wall

3' X 12' 4 1/2"

Opens into HALLWAY

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Subroom: Stairs3 (2)

Height: 11' 9"

124.04 SF Walls	21.80 SF Ceiling
145.85 SF Walls & Ceiling	38.32 SF Floor
4.26 SY Flooring	14.90 LF Floor Perimeter
13.08 LF Ceil. Perimeter	

Missing Wall

3' 4" X 11' 9"

Opens into STAIRWAY_2

DESCRIPTION

QTY

Floors

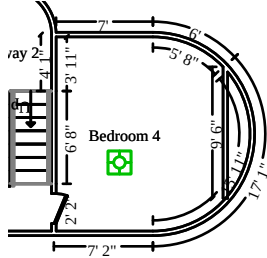
130. Remove Carpet	118.77 SF
131. Step charge for "waterfall" carpet installation	14.00 EA
132. Carpet	154.75 SF
133. R&R Carpet pad	118.77 SF
134. Detach & Reset Baseboard - 4 1/4"	10.20 LF
135. Paint baseboard - two coats	0.00 LF

Walls & Ceiling

136. Seal the walls shellac - one coat	593.05 SF
137. R&R 1/2" drywall - hung, taped, floated, ready for paint	679.44 SF
138. Tape joint for new to existing drywall - per LF	51.64 LF
139. Texture drywall - light hand texture	86.38 SF
140. R&R Batt insulation - 10" - R30 - paper / foil faced	679.44 SF
141. Seal/prime then paint the walls and ceiling twice (3 coats)	679.44 SF
142. Apply anti-microbial agent to the walls and ceiling	679.44 SF
143. Detach & Reset Heat/AC register - Mechanically attached	1.00 EA
144. Fluorescent light fixture - 2' & 4' - Detach & reset	1.00 EA

NOTES:

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Bedroom 4

Height: 8'

533.87 SF Walls	162.50 SF Ceiling
696.38 SF Walls & Ceiling	162.50 SF Floor
18.06 SY Flooring	66.39 LF Floor Perimeter
68.56 LF Ceil. Perimeter	

Door

2' 2" X 6' 8"

Opens into HALLWAY

DESCRIPTION

QTY

145. Content Manipulation charge - per hour	2.00 HR
Floors	
146. Clean floor	162.50 SF
147. R&R Baseboard - 3 1/4"	66.39 LF
148. Paint baseboard - two coats	66.39 LF
149. R&R Quarter round - 3/4"	66.39 LF
150. Seal & paint trim - two coats	66.39 LF
Walls & Ceiling	
151. R&R Batt insulation - 10" - R30 - paper / foil faced	696.38 SF
152. R&R 1/2" drywall - hung, taped, floated, ready for paint	696.38 SF
153. Tape joint for new to existing drywall - per LF	68.56 LF
154. Seal/prime then paint the walls and ceiling twice (3 coats)	696.38 SF
155. Ceiling fan - Detach & reset	1.00 EA
156. Light fixture - Detach & reset	1.00 EA
157. R&R Outlet or switch cover	3.00 EA
158. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
159. R&R Wood door frame & trim (for a 2" x 4" wall)	18.00 LF

NOTES:

Labor Minimums Applied

DESCRIPTION

QTY

160. Cabinetry labor minimum	1.00 EA
161. Finish hardware labor minimum	1.00 EA

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CONTINUED - Labor Minimums Applied

DESCRIPTION

QTY

NOTES:

Grand Total Areas:

5,219.27 SF Walls	1,412.61 SF Ceiling	6,631.89 SF Walls and Ceiling
1,474.15 SF Floor	163.79 SY Flooring	649.53 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	716.25 LF Ceil. Perimeter
1,474.15 Floor Area	1,598.50 Total Area	4,326.88 Interior Wall Area
2,573.06 Exterior Wall Area	319.56 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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1 1-FD bathroom ceiling staining

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2 2-FD moisture reading in hall ceiling

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3 3-FD moisture reading on ceiling in stairway

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4 4-FD RH reading in stairway

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5 5-FD return on fur down

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6 6-FD moisture reading of furdown

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7 7-FD hallway ceiling damage

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8 8-FD stairway drywall damage

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9 9-FD RH level break room

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10 10-FD moisture reading in drywall
from roof leak

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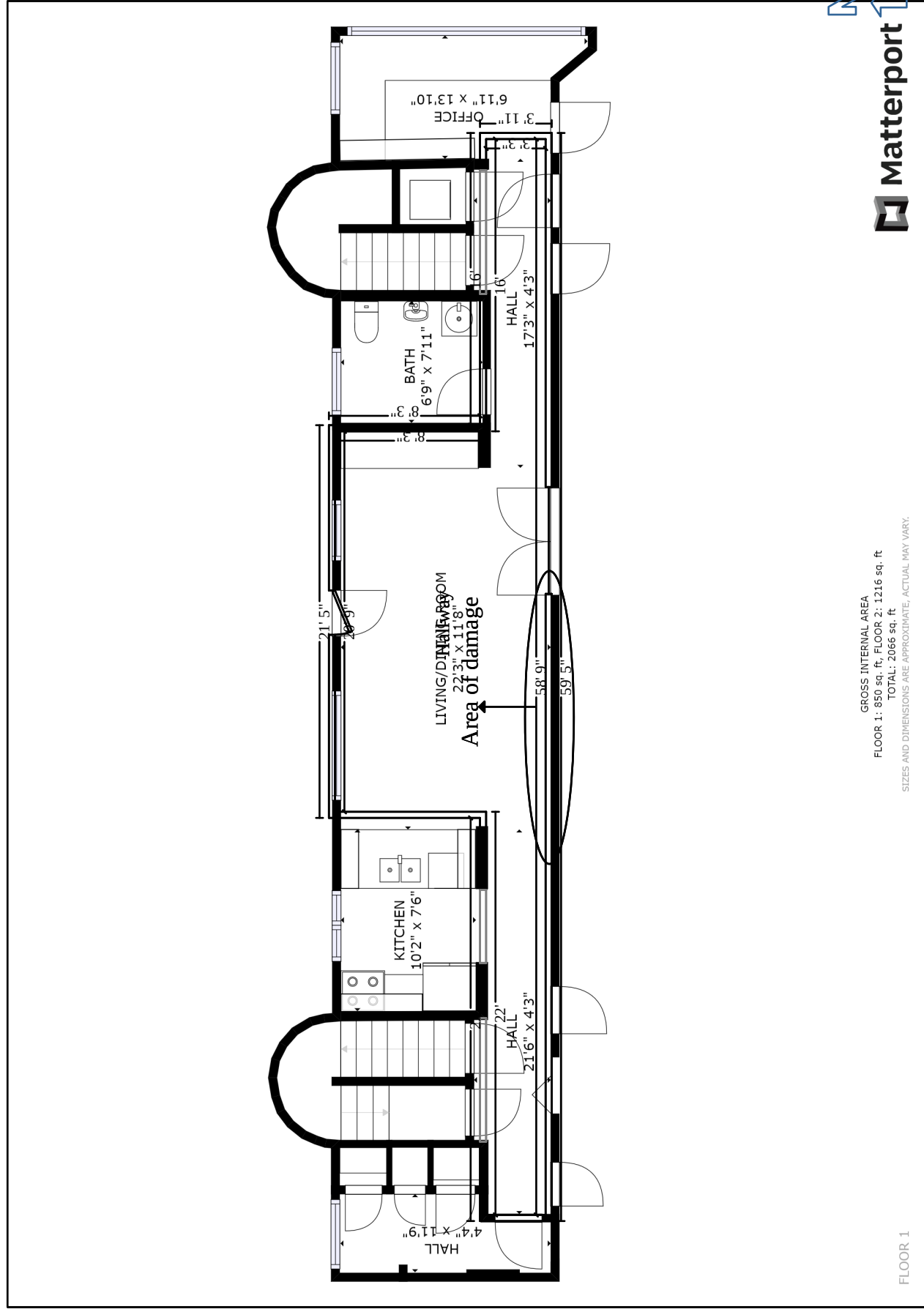


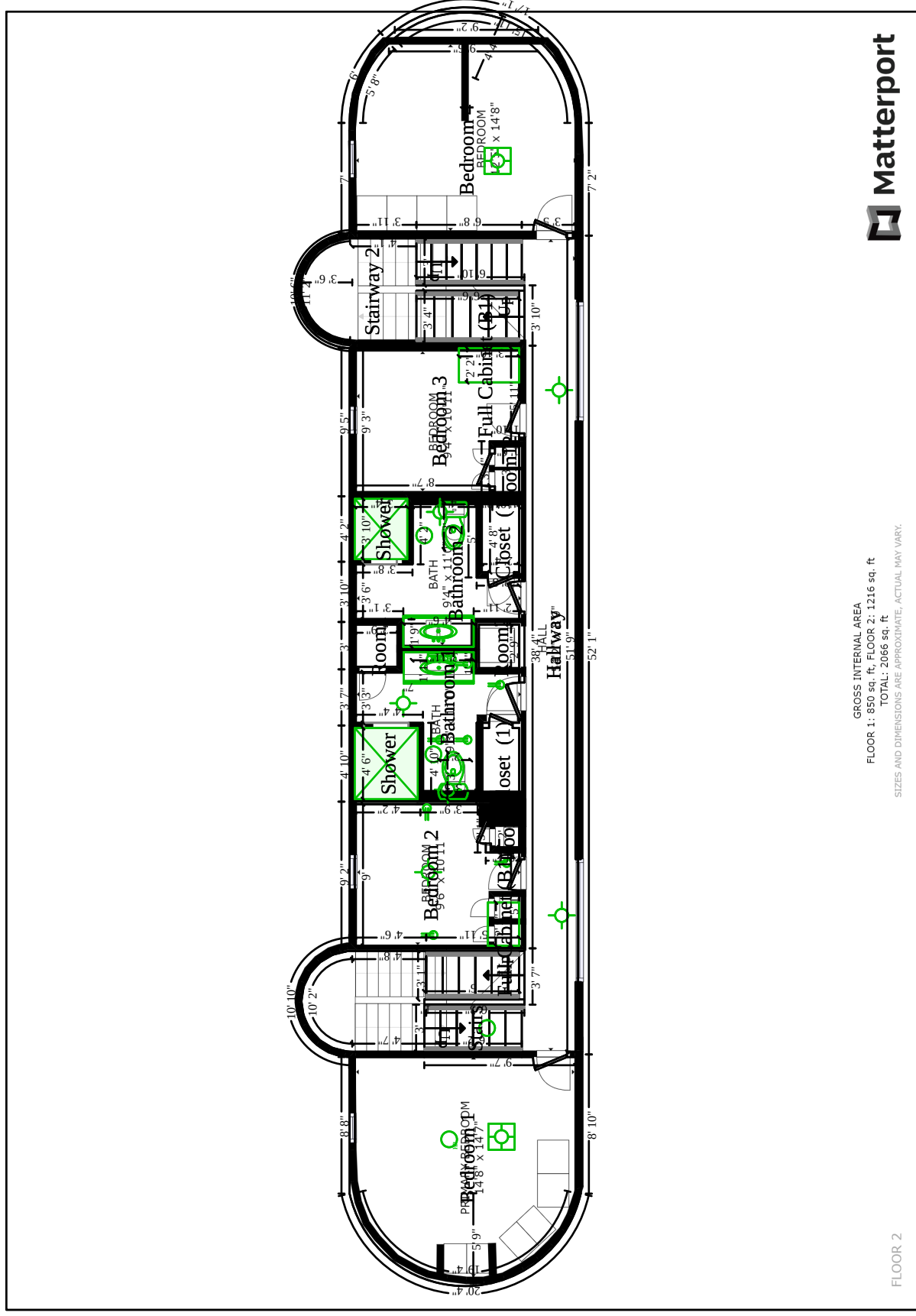
11 11-FD break room moisture reading

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12 12-FD base board moisture reading





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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 21, 2021
Page: 1

SUBJECT:

Request authorization to hire LeAnn Bates, Jacquez Hardy and Cage Palmer as an entry level Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

LeAnn Bates- Base Salary of \$30,316 (\$11.00 per hour) for entry level based on 2756 hours.

Jacquez Hardy- Base Salary of \$30,316 (\$11.00 per hour) for entry level based on 2756 hours.

Cage Palmer- 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 Austin Mask, Jonathan Lindsey, and Carl Griffin 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 LeAnn Bates, Jacquez Hardy and Cage Palmer as an entry level Firefighters in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 21, 2021
Page: 1

SUBJECT:

Request authorization to hire Joshua Lanier and Aubrey Long as Apprentice Lineman in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Joshua Lanier - Non Exempt, 42,224 (\$20.30 per hour) based on 2080 hours.

Aubrey Long - Non Exempt, 42,224 (\$20.30 per hour) based on 2080 hours.

FISCAL NOTE:

Paid 100% by Electric Division of Starkville Utilities; Salaries expense allocated based on Electric Job Work Orders

AUTHORIZATION HISTORY:

These are replacement positions previously held by Augester Hollins and Chris Norris who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Joshua Lanier and Aubrey Long as Apprentice Lineman in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 21, 2021

Page: 1

SUBJECT:

Request authorization to hire Princeton Henderson and Robert Eguire as Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Princeton Henderson - non-exempt salary of \$42,014.44 (\$18.79 per hour) based on 2236 hours per year.

Robert Eguire - non-exempt salary of \$42,014.44 (\$18.79 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

These position will be funded through a grant. See information below passed by the Board on 12/7/2021.

Award for FY21 Department of Justice COPS Hiring Grant. The Starkville Police Department requests permission to enter into the grant agreement for the FY21 Department of Justice COPS Hiring Grant. The grant is a three year 75/25 reimbursable grant for the hiring of additional police officers. Federal funds of \$275,209.00 and a local match of \$92,070.00 for a total project award of \$368,279.00. The grant will pay for three additional officers for a period of 3 years.

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 Princeton Henderson and Robert Eguire as Police Officers in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 21, 2021
Page: 1

SUBJECT:

Request authorization to hire Steven McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Steven McMorris - Annual Salary of \$27,185.60 (\$13.07 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Kendrick Bishop who resigned.

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

SUGGESTED MOTION

Move approval to hire Steven McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 21, 2021
Page: 1

SUBJECT:

Request authorization to hire Nicholas Pearson as a part- time firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Nicholas Pearson - Non-Exempt rate of \$12.00 per hour based on 1378 (part-time) hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Matthew Schober 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 Nicholas Pearson as a part- time firefighter in the Starkville Fire Department.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Sanitation
AGENDA DATE: December 21, 2021
Page: 1

SUBJECT:

Request authorization to purchase 10 six and 10 eight cubic yard standard duty front load containers from Wastequip, the best quote based on quality and durability.

AMOUNT & SOURCE OF FUNDING:

Experience with Wastequip containers has shown them to remain in good condition years longer than other containers.

022-322-918-805

FISCAL NOTE:

2 Quotes Received: Plum Container	\$23,900
Wastequip	\$30,790

AUTHORIZATION HISTORY:

These containers will be needed for the added properties on the annexation.

REQUESTING DEPARTMENT:

Sanitation Department

FOR MORE INFORMATION CONTACT:

Chris Smiley, Interim Sanitation & Environmental Services Director

SUGGESTED MOTION

Move approval to accept the higher quote from Wastequip for \$30, 790 because of quality and durability of the containers.



1261 W. Industrial Park Rd. NW, Brookhaven,
MS, 39601

PHONE: 601-835-0922 FAX: 601-835-5036

WQ-10216687

Sell To:

Contact Name	Chris Smiley	Ship To Name	City of Starkville
Bill To Name	City of Starkville	Ship To	110 West Main St.
Bill To	110 West Main St. Starkville, MS 39759-2944 USA		Starkville, MS 39759-2944 USA
Email	c.smiley@cityofstarkville.org		
Phone	(662) 418-2969		

Quote Information

Salesperson	Steve Hurtt	Created Date	12/13/2021
Salesperson Email	shurtt@wastequip.com	Expiration Date	1/8/2022
Salesperson Phone	(469) 853-7729	Quote Number	WQ-10216687
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Container - MS - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Maroon-color 67	Color: Custom - Pantone # required	10.00	\$1,300.00	\$13,000.00
Container - MS - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Maroon-color 67	Color: Custom - Pantone # required	10.00	\$1,560.00	\$15,600.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$28,600.00
Shipping Terms	FOB Origin	Shipping	\$2,190.00
		Tax	\$0.00
		Grand Total	\$30,790.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may



1302 E Industrial Access Rd I West Point, MS 39773

sales@plumcreeket.com

662-327-4183

PRICE QUOTE

City of Starkville

Chris Smiley – c.smiley@cityofstarkville.org

662-418-2969

PLUM Front Load Containers – Flat or Slant Style

December 8, 2021

Quantity	Item	Price Each	Total Price
10	8 Cu Yd Front Load Container	\$1,395.00	\$13,950.00
10	6 Cu Yd Front Load Container	\$995.00	\$9,950.00
	<i>FOB: West Point, MS</i>		

Estimated Lead Time: 8-10 weeks

Front Load Container Specifications:

- 10 Gage Steel Floor, 12 Gage Steel Walls
- Two 3" x 5" x 3" Structural Floor Channel with Caps Extend from Front to Back of Container
- Heavy Duty Fork Pockets with Reinforcement on Top and Bottom, Fully Welded
- Sliding Steel Door on Sides with Heavy Duty Stop
- Rounded Bumper Pads
- Primed and Painted to Match Current Color Scheme

Terms: Payment Due at Delivery or Net 15 Days - subject to credit approval. *Pricing based on full truckload quantity.* Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. Unless otherwise specified, prices firm for an acceptance period of (10) ten days from the date of issuance of this quote. Price subject to change prior to shipping. *Due to the high volatility within the steel industry a steel surcharge may apply. Any necessary surcharge will have customer approval before production begins.*

Thank you for the opportunity!

Jennifer White

Jennifer White

Plum Creek Environmental

(662) 295-5303 Cell

(662) 327-4183 Office

jwhite@plumcreeket.com



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

AGENDA ITEM NO:
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request authorization to purchase warehouse racking and lockers for the new water warehouse addition in the amount of \$17,043.72

AMOUNT & SOURCE OF FUNDING: 2021 Budget

2 Quotes Received	Uline	\$17,043.72
	Global	\$21,651.19

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 purchase warehouse racking and lockers for the new water warehouse addition in the amount of \$17,043.72

REVIEW AND SUBMIT

ADDRESS SHIPPING PAYMENT **REVIEW AND SUBMIT**

[Submit Order](#)

Billing Address	Shipping Address Change	Shipping Change	Payment Change
STARKVILLE UTILITIES PO BOX 927 STARKVILLE, MS 39760-0927 Uline Account #: 17640673 Order Placed by: Colby McClain	STARKVILLE UTILITIES 605 DR MLK JR DRIVE EAST STARKVILLE, MS 39759	Motor Freight - Averitt Express Delivery Time: 1 day Ships: Today Delivers on: 12/10/2021 Ships From: BRASELTON, GA Add Freight Options Add Special Instructions	Bill me (net 30 account) Add PO# Add Priority code

Order Notes

UPS Ground is not available for this order. Certain item(s) exceed UPS Ground size, weight, or hazardous material restrictions.

Model #	Description	Unit Cost	Qty	Ext. Cost	Tax Tax All
H-8322GR	Gear Locker with Door - 1 Wide, Unassembled, 24" Wide, 18" Deep, Gray	\$520.00 / EA	12	\$6,240.00	☐
H-6193	2 Shelf Pallet Rack Starter Unit - 120 x 42 x 120"	\$695.00 / EA	1	\$695.00	☐
H-6193-ADD	Add-On Unit for 2 Shelf Pallet Rack - 120 x 42 x 120"	\$515.00 / EA	3	\$1,545.00	☐
H-5717	2 Shelf Pallet Rack Starter Unit - 96 x 42 x 120"	\$595.00 / EA	2	\$1,190.00	☐
H-5717-ADD	Add-On Unit for 2 Shelf Pallet Rack - 96 x 42 x 120"	\$430.00 / EA	1	\$430.00	☐
H-7466	2 Shelf Pallet Rack Starter Unit - 108 x 36 x 120"	\$615.00 / EA	4	\$2,460.00	☐
H-7466-ADD	Add-On Unit for 2 Shelf Pallet Rack - 108 x 36 x 120"	\$460.00 / EA	4	\$1,840.00	☐
H-6235	Additional Beams for Pallet Racks - 108"	\$155.00 / EA	12	\$1,860.00	☐

You qualify for a free item! [Select here.](#)

[Edit Cart](#)

[Pricing Request \(pdf\)](#)

Subtotal = \$16,260.00
 Tax = \$0.00
 Shipping/Handling = \$783.72
Total = \$17,043.72

An order confirmation will be sent to CMCCCLAIN@STARKVILLEUTILITIES.COM

☒ Email me a shipping confirmation.

☐ Email me a reorder reminder on 1/8/2022



[Submit Order](#)

Subtotal (39 Items)
C **\$18,377.20**

Global Industrial

39759

Ship Method: GROUND

Item(s): \$18,377.20

Shipping: \$3,273.99

Total does not include tax

Total: \$21,651.19

Shopping Cart



Global Industrial™ Welded Security Gear Locker W/Door, Foot Locker & Legs, 24\"Wx18\"Dx72\"H, Gray
WC238343GY

\$697.00

▼ 12 ▲

Delivery to 39759: Expected delivery on or before Mon, Jan 10 with standard shipping.
Please Note: This item cannot be returned.



Global Industrial™ Tear Drop Pallet Rack Starter 120\"W x 42\"D x 120\"H
WC796598N

\$686.00

▼ 1 ▲

Delivery to 39759: Expected delivery on or before Wed, Dec 15 with standard shipping.



Global Industrial™ Tear Drop Pallet Rack Add-On 120\"W x 42\"D x 120\"H
WC796599N

\$562.00

▼ 3 ▲

Delivery to 39759: Expected delivery on or before Wed, Dec 15 with standard shipping.



Global Industrial™ Tear Drop Pallet Rack Starter 96\"W x 42\"D x 120\"H
WC796592N

\$595.00

▼ 2 ▲

Delivery to 39759: Expected delivery on or before Wed, Mar 09 with standard shipping.



Global Industrial™ Tear Drop Pallet Rack Add-On 96\"W x 42\"D x 120\"H
WC796595N

\$544.00

▼ 1 ▲

Add 1 more for discount!

Delivery to 39759: Expected delivery on or before Mon, Jan 03 with standard shipping.



Global Industrial™ Tear Drop Pallet Rack Starter 108\"W x 42\"D x 120\"H
WC796596N

\$636.00

▼ 4 ▲

Delivery to 39759: Expected delivery on or before Wed, Dec 15 with standard shipping.



Global Industrial™ Tear Drop Pallet Rack Add-On 108\"W x 42\"D x 120\"H
WC796597N

\$453.95

▼ 4 ▲

Delivery to 39759: Expected delivery on or before Wed, Dec 15 with standard shipping.



Global Industrial™ Unslotted Steel Pallet Rack Beam, 108\"L x 5-1/8\"H, 6270 Lb. Cap., Set Of 2
WC245975

\$128.95

▼ 12 ▲

Delivery to 39759: Expected delivery on or before Wed, Dec 15 with standard shipping.



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

AGENDA ITEM NO:
AGENDA DATE: December 21, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Rutherford Contracting LLC for the removal of 6 trees on Sycamore Street in the amount of \$8,800.00

AMOUNT & SOURCE OF FUNDING: 2021 Budget

2 Quotes Received	Rutherford	\$8,800.00
	Wilson's	\$11,681.00

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 Rutherford Contracting LLC for the removal of 6 trees on Sycamore Street in the amount of \$8,800.00



Purchase Requisition Form

W.E. CONNECT

Requestor Vernest McKenzie

Date 12-07-21

Job # _____

Vendor Rutherford Contractors

Vendor Contact (Name) Carl Rutherford

Phone#/Email _____

CHECK ALL APPLICABLE BOXES

- ☐ Electric Division ☒ Water Division
- ☐ 600 - Water Distribution ☐ 700 - Wastewater Treatment ☐ 800 - Water Treatment ☒ 900 - Sewer Collection/Rehab

- ☐ Material/Supplies ☐ Source of Supply ☐ Capital Project ☐ Quotes Attached
- ☐ Tools ☐ Service(s) ☐ Equipment Purchase ☐ Equipment Rental

Brief Description

Tree Removals @ Sycamore Swampy Swamp ~~Swamp~~ replacement

#	Vendor / Mfg #	Material Description	Qty	UOM	\$ Per	\$ Totals
1		Tree Removals	1	LS	\$8,800	\$8,800
2						
3						
4						
5						
6						
7						
8						
TOTAL:						\$0.00

Approvals

Print

Sign

Date

Print

Sign

Date

PO# _____

\$8,800



Starkville Utilities

507 Sycamore Street
Starkville, Mississippi 39759

Quote #734

From Rutherford Contracting LLC

662-251-9191

Carl@RutherfordContractingLLC.com

POB 581

Columbus, MS 39703

Client Phone 662-323-3133

Bill To 200 Lafayette St

Starkville, MS 39759

Sent On 11/16/2021

PRODUCT / SERVICE	DESCRIPTION
Tree Removal	Remove 6 trees in back yard along fence. Rutherford Contracting LLC is not responsible for replacing the fence or providing temporary fencing. Remove additional large oak on opposite end of the project.
Stump Grinding	Grind stumps from above line item. No stump cleanup included on this line item.

Total

\$8,800.00

* Non-taxable

This quote is valid for the next 30 days. Payment by debit/credit card is subject to 3% transaction fee.

Signature: _____ **Date:** _____



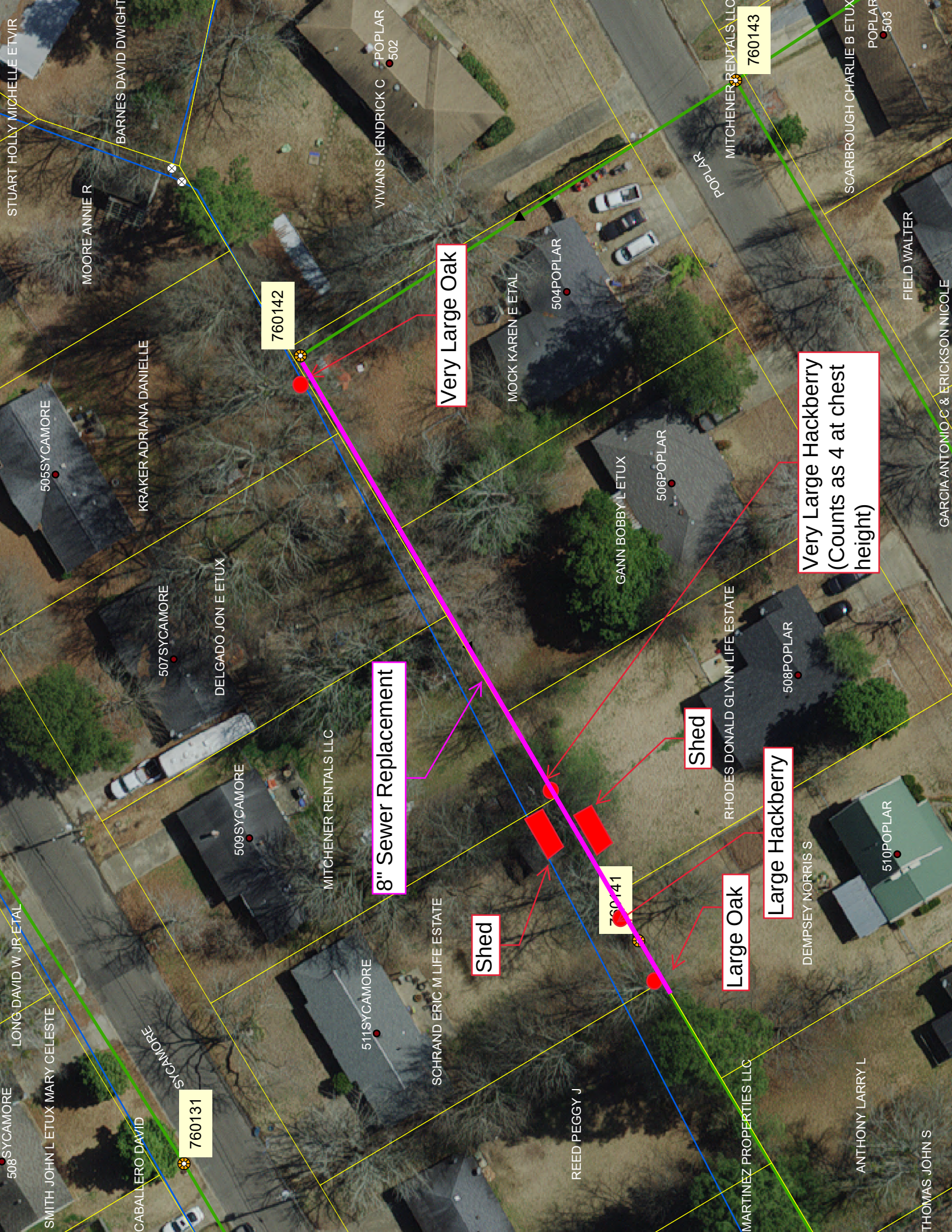
Property: Sycamore St. Project

Contact: Starkville Utilities
Attn: Vincent McKenzie

Job Descriptions: Cut and remove the trees, grind the stumps, with total clean up.

We Appreciate your business! Estimate Total: \$11,681.00
Please contact us if we can serve you in any way.

Wilson's Tree Service LLC.
wilsonstreeserviceinc@gmail.com
662-722-0646
www.wilsonstreeserviceinc.com



STUART HOLLY MICHELLE ET VIR

BARNES DAVID DWIGHT

MOORE ANNIE R

505 SYCAMORE

KRAKER ADRIANA DANIELLE

507 SYCAMORE

DELGADO JON E ET UX

509 SYCAMORE

MITCHENER RENTALS LLC

511 SYCAMORE

SCHRAND ERIC M LIFE ESTATE

REED PEGGY J

MARTINEZ PROPERTIES LLC

ANTHONY LARRY L

THOMAS JOHN S

VIVIANS KENDRICK C POPLAR 502

MOCK KAREN E ET AL 504 POPLAR

GANN BOBBY L ET UX 506 POPLAR

RHODES DONALD GLYNN LIFE ESTATE 508 POPLAR

DEMPSEY NORRIS S 510 POPLAR

POPLAR 503

SCARBROUGH CHARLIE B ET UX

FIELD WALTER

GARCIA ANTONIO C & ERICKSON NICOLE

760142

760141

760143

Very Large Oak

8" Sewer Replacement

Shed

Shed

Very Large Hackberry (Counts as 4 at chest height)

Large Hackberry

Large Oak

760131

CITY OF STARKVILLE POLICY
GOVERNING WORK UNDERTAKEN
WHEN OPERATING WITHIN DEDICATED EASEMENTS

WHEREAS, the right of the City of Starkville to use land across which its utilities extend necessarily includes the right to exercise all incidents necessary for the full benefit and enjoyment of that easement, one of which is ready accessibility to the utility line for maintenance and repair, and that the erection or creation of any obstructions on or over a utility right of way constitutes an unwarranted interference with the rights of the City of Starkville; and

WHEREAS, the City of Starkville has the burden of maintenance and repair to its system, including but not limited to clearing trees from interfering with utility lines, with respect to utilities located within dedicated easements; and

WHEREAS, because of said burden of maintenance and repair, the City of Starkville has an implied secondary easement to enter the servient property to perform necessary maintenance and repair, with full rights of ingress and egress to its utility facilities with or without notice to, or permission from, the landowner; and

WHEREAS, dedicated easements run with the land and the rights and obligations that accompany them have already been acquired when the City exercises its rights to maintain and repair.

WHEREFORE, the City adopts the following policy:

1. Underground operations. The City of Starkville, when working underground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such underground operations shall not create additional maintenance obligations to the easement territory by the City.
2. Above-ground operations. The City of Starkville, when working above-ground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such above-ground operations shall not create additional maintenance obligations to the easement territory by the City.

This Policy balances the rights and expectations of property owners with the rights and obligations of the City of Starkville to maintain and repair equipment within dedicated easements in a manner so that its services remain dependable, the equipment is safe and functioning, and the public is well-served.