



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI January 4, 2022**

Mayor

D. Lynn Spruill

Vice Mayor

Roy A. Perkins

Board of Aldermen

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

City Attorney

Chris Latimer

City Clerk / CFO

Lesa Hardin

Technology Director

Joel Clements, Jr.

Utilities General Manager

Terry Kemp



Police Chief

Mark Ballard

Fire Chief

Charles Yarbrough

Human Resources

Director

Navarrete Ashford

City Engineer

Edward Kemp

Court Clerk

Leigh-Anne Sallis

**Sanitation and
Environmental Services
Interim Director**

Chris Smiley

Airport Director

Rodney Lincoln

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

REGULAR MEETING OF TUESDAY, JANUARY 4, 2022
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 DECEMBER 7, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING THE SANITATION ORDINANCE AND § CHAPTER 94 – SOLID WASTE OF THE MUNICIPAL CODE OF ORDINANCES.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPOINTMENT OF CHRISTOPHER SMILEY AS THE DIRECTOR OF SANITATION AND ENVIRONMENTAL SERVICES.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE AIRPORT RESCUE GRANT OFFER, GRANT NO. 3-28-0068-027-2022 IN THE AMOUNT OF \$59,000.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF A REQUEST FOR ACKNOWLEDGEMENT BY THE CITY OF STARKVILLE THAT TEP STARKVILLE, LLC BE ALLOWED TO CONSTRUCT AN ACCESS ROAD ADJACENT AND EAST OF LA QUINTA INN INTO TEP STARKVILLE, LLC'S PROPERTY HAVING PARCEL ID#'S OF 117-25-021.00 AND 117F-00-001.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 IN THE AMOUNT OF \$169,100.00 FOR THE SPORTSPLEX PARKING LOT FOR THE ASPHALT ALTERNATE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 28, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE SOUTHEASTERN ASSOCIATION OF FIRE CHIEF'S SYMPOSIUM IN ATLANTA, GA ON JANUARY 13-15, 2022, AT NO COST OTHER THAN USE OF A CITY OWNED VEHICLE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHAYNH HORNBURGER AS A PART-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST APPROVAL OF THE PROMOTION OF LEVI THOMPSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JERRY USSHER AS A WATER OPERATIONS MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE DYLAN WHITE AS AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. CONSIDERATION OF A LICENSE AND SERVICES AGREEMENT BETWEEN TYLER TECHNOLOGIES AND THE CITY OF STARKVILLE FOR BRAZOS eCITATION SOFTWARE.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST APPROVAL FOR CORPORAL GARRETT MITTAN AND CORPORAL DYLAN PEDEN TO ATTEND BASIC UNDERCOVER OPERATIONS CLASS LOCATED IN NASHVILLE, TENNESSEE JANUARY 9TH THROUGH 13TH WITH COSTS NOT TO EXCEED \$600 EACH.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK 1,2, AND 3 FOR MAIN STREET AND LAMPKIN STREET WATER MAIN AND SANITARY SEWER IMPROVEMENTS PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY HORN FOR LUMP SUM FEE OF \$187,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 18, 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: 1-4-22
PAGE: 1 of 128

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

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

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

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 7, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen 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. Alderman Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda. There being none, 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 Beatty offered a motion, duly seconded by Alderman Brooks, to approve the December 7, 2021 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, DECEMBER 7, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

FIRST PUBLIC HEARING FOR AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES (MOBILE FOOD VENDOR/TRANSIENT VENDOR).

IX. MAYOR’S BUSINESS

A. CONSIDERATION AND APPROVAL OF MISSISSIPPI STATE / LOCAL GOVERNMENT OPIOID LITIGATION SETTLEMENT MEMORANDUM OF UNDERSTANDING.

B. 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.

X. BOARD BUSINESS

A. CONSIDERATION OF AUTHORIZING A REQUEST FOR PROPOSALS FOR A TRAFFIC STUDY FOR SOUTH MONTGOMERY FROM HIGHWAY 12 SOUTH TO THE CITY LIMITS.

B. CONSIDERATION OF APPROVAL OF THE 2022 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF SOLE CANDIDATE, GEORGE HOPPER, FOR APPOINTMENT FOR THE VACANCY ON THE STARKVILLE LANDSCAPE ADVISORY BOARD FOR A FOUR YEAR TERM TO BEGIN ON JANUARY 1, 2022.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF \$19,988.00 FROM TRIAD METALS FOR BRIDGE STEEL PILING AND CAPS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD.
2. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.
3. CONSIDERATION OF APPROVAL OF THE 2022-2025 CAPITAL IMPROVEMENT PLAN.
4. AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 30, 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.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE 4 WALLBEDS (MURPHY BEDS) FOR FIRE STATION 1 FROM THE BEST QUOTE BASED ON MATERIALS AND WARRANTY OF \$28,872.00 FROM WILDING WALLBEDS.
2. REQUEST APPROVAL TO PURCHASE 3 GARAGE DOORS FOR FIRE STATION 1 FROM THE LOWER QUOTE OF \$34,790.00 FROM S & K DOOR AND SPECIALTY CO., INC.
3. REQUEST APPROVAL TO ACCEPT THE LANDSCAPE ENHANCEMENT QUOTE FOR FIRE STATION 1 FROM THE LOWER QUOTE OF \$8,500.00 FROM FOUR SEASONS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TIMOTHY MAGAEE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JESI MARSH AND JEREMY WEAVER AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE CODY DEAN AS A INVENTORY CONTROL TECH IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ELIOT MCGREW AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.
5. REQUEST AUTHORIZATION TO HIRE STEPHEN CORBAN AS A FINANCE DIRECTOR IN THE FINANCE DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A GENERAL MANAGER (DEPARTMENT HEAD) IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO PURCHASE A 60" MOWER FROM THE LOWEST QUOTE OF \$5,935.00 FROM OKTIBBEHA COUNTY CO-OP FOR THE POLICE DEPARTMENT GUN RANGE.
- b. CONSIDERATION OF THE ACCEPTANCE OF THE FY21 DEPARTMENT OF JUSTICE COPS HIRING GRANT FOR AN AMOUNT OF \$275,209.00, WITH A CITY MATCH OF \$92,070.00, FOR THREE ADDITIONAL OFFICERS FOR A PERIOD OF 3 YEARS WITH THE CITY COMMITTING TO RETAIN THE OFFICER POSITIONS A MINIMUM OF 12 MONTHS PAST THE END OF THE GRANT.
- c. CONSIDERATION OF THE ACCEPTANCE OF FY20 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT – REALLOCATION FUNDS IN THE AMOUNT OF \$38,615.50 TO BE USED FOR POLICE EQUIPMENT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF ONE KNUCKLE BOOM LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AND TO SELL THE 2012 HOL-MAC KNUCKLE BOOM WHEN NEW ONE IS IN OPERATION.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SOUTHERN PIPE AND SUPPLY FOR 660 FT OF 6" C900 PIPE (MATERIAL ONLY) FOR THE FRONTIER DR/WESTSIDE DR LINE REPLACEMENT IN THE AMOUNT OF \$7,847.40.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR 588 FT OF 8" SDR26 SEWER PIPE (MATERIAL ONLY) FOR THE SYCAMORE ST AND EDGEWOOD DR SEWER RELAY PROJECTS IN THE AMOUNT OF \$7,391.16.
3. CONSIDERATION OF REJECTING ALL BIDS FOR THE BABYLON ROAD SEWER PROJECT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS WITH PROJECT MODIFICATIONS

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the November 12, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION AND APPROVAL OF MISSISSIPPI STATE / LOCAL GOVERNMENT OPIOID LITIGATION SETTLEMENT MEMORANDUM OF UNDERSTANDING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the "consideration and approval of the Mississippi State/Local Government Opioid litigation settlement Memorandum of Understanding" is enumerated, this consent item is thereby approved.

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center’s Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi’s only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC’s Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

FOR THE STATE:

Attorney General

**A RESOLUTION TO JOIN WITH THE STATE OF MISSISSIPPI AS A
PARTICIPANT IN THE MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID
LITIGATION MEMORANDUM OF UNDERSTANDING**

A Resolution authorizing the City of Starkville (herein referred to as this “Governmental Unit”) to join with the State of Mississippi and other local governmental units as a participant in the

*MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION
MEMORANDUM OF UNDERSTANDING*

(the “MOU”) and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*¹.

WHEREAS, the City of Starkville has suffered harm from the opioid epidemic;

WHEREAS, the City of Starkville recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and City of Starkville is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Mississippi Memorandum of Understanding (the “MOU”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, [City/County], and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

¹ Available at <https://nationalopioidsettlement.com/>

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit "A."

SECTION 3. That the Mayor of the City of Starkville is hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit "A."

SECTION 4. That outside counsel, Chris Latimer, is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the Subdivision Settlement Participation Form(s) in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*².

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch
c/o Ta'Shia Gordon
Post Office Box 220
Jackson, MS 39205

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of December 7, 2021.

(Mayor)

ATTEST:

D. Lynn Spruill

² Available at <https://nationalopioidsettlement.com/>

Potential State of Mississippi Allocations

State of Mississippi	
Potential Total Cash Value to State of Mississippi	\$ 203,244,859
Distributor Settlement	\$ 165,109,998
Johnson & Johnson Settlement	\$ 38,134,861

State Percentage	15%	\$ 30,486,729
Local Government Percentage	15%	\$ 30,486,729
Abatement Percentage	70%	\$ 142,271,401

Local Government Name	Allocation Percentage	Total Cash Value
Adams County	0.8985554216%	\$ 273,940
Alcorn County	0.0578204353%	\$ 17,628
Amite County	0.2754940940%	\$ 83,989
Amory City	0.2123558157%	\$ 64,740
Arcola Town	0.0010590102%	\$ 323
Attala County	0.4311490985%	\$ 131,443
Bay St. Louis City	0.0312282476%	\$ 9,520
Benton County	0.1967251759%	\$ 59,975
Biloxi City	0.6666667152%	\$ 203,245
Bolivar County	0.5054718916%	\$ 154,102
Brandon City	0.5588523128%	\$ 170,376
Brookhaven City	0.4698551602%	\$ 143,243
Byram City	0.0547770198%	\$ 16,700
Caledonia Town	0.0030046028%	\$ 916
Calhoun County	0.4166915949%	\$ 127,036
Canton City	0.3619915401%	\$ 110,359
Carroll County	0.2038366637%	\$ 62,143
Charleston City	0.0471842538%	\$ 14,385
Chickasaw County	0.5125617433%	\$ 156,263
Claiborne County	0.1652102095%	\$ 50,367
Clarke County	0.5130522705%	\$ 156,413
Clarksdale City	0.2782697840%	\$ 84,835
Clay County	0.1865950468%	\$ 56,887
Cleveland City	0.1379086567%	\$ 42,044
Clinton City	0.3246720021%	\$ 98,982
Coahoma County	0.4250077645%	\$ 129,571
Columbia City	0.1700487562%	\$ 51,842
Columbus City	0.7062833075%	\$ 215,323
Copiah County	0.7241150434%	\$ 220,759
Corinth City	1.5816650367%	\$ 482,198
Covington County	0.6174640329%	\$ 188,245
Desoto County	2.2522818993%	\$ 686,647

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Diamondhead City	0.0001706110%	\$	52
D'Iberville City	0.0449484740%	\$	13,703
Forrest County	3.0616578309%	\$	933,399
Franklin County	0.2581639509%	\$	78,706
Gautier City	0.1321929417%	\$	40,301
George County	1.0403945717%	\$	317,182
Greene County	0.2954899300%	\$	90,085
Greenville City	0.0843269046%	\$	25,709
Greenwood City	0.5943132978%	\$	181,187
Grenada City	0.0561118483%	\$	17,107
Grenada County	0.5273941617%	\$	160,785
Gulfport City	8.3663540145%	\$	2,550,628
Hancock County	2.4130689411%	\$	735,666
Harrison County	1.2874717830%	\$	392,508
Hattiesburg City	0.3244941241%	\$	98,928
Hernando City	0.4436375568%	\$	135,251
Hinds County	2.0952971862%	\$	638,788
Holly Springs City	0.1633561159%	\$	49,802
Holmes County	0.3335097492%	\$	101,676
Horn Lake City	0.6541187991%	\$	199,419
Humphreys County	0.1378211215%	\$	42,017
Indianola City	0.0232788997%	\$	7,097
Issaquena County	0.0176264413%	\$	5,374
Itawamba County	1.0551186447%	\$	321,671
Iuka City	0.2863702538%	\$	87,305
Jackson City	2.7023863218%	\$	823,869
Jackson County	7.6803914141%	\$	2,341,500
Jasper County	0.3935030381%	\$	119,966
Jefferson County	0.0988397371%	\$	30,133
Jefferson Davis County	0.3525640043%	\$	107,485
Jones County	2.2305784671%	\$	680,030
Jonestown	0.0093639488%	\$	2,855
Kemper County	0.2230598782%	\$	68,004
Kosciusko City	0.0409900684%	\$	12,497
Lafayette County	0.7071898743%	\$	215,599
Lamar County	1.3147234572%	\$	400,816
Lauderdale County	1.4754252762%	\$	449,809
Laurel City	0.1490470917%	\$	45,440
Lawrence County	0.3439515365%	\$	104,860
Leake County	0.5816535679%	\$	177,327
Leakesville Town	0.0098671934%	\$	3,008
Lee County	1.4806197441%	\$	451,393

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Leflore County	0.1021569890%	\$	31,144
Lincoln County	0.5759063072%	\$	175,575
Long Beach City	0.1395044390%	\$	42,530
Lowndes County	0.9420210831%	\$	287,191
Lumberton City	0.0399107435%	\$	12,167
Madison City	0.5744347258%	\$	175,126
Madison County	1.0823035941%	\$	329,959
Marion County	1.6326205690%	\$	497,733
Marshall County	0.6301070815%	\$	192,099
McComb City	1.1167372797%	\$	340,457
McLain Town	0.0044727159%	\$	1,364
Meridian City	1.1199849989%	\$	341,447
Monroe County	0.8156743334%	\$	248,672
Morton City	0.0608711179%	\$	18,558
Moss Point City	0.0032946249%	\$	1,004
Mound Bayou City	0.0141407255%	\$	4,311
Natchez City	0.1096011104%	\$	33,414
Neshoba County	1.0218759326%	\$	311,537
Nettleton City	0.0308828966%	\$	9,415
New Albany City	0.2738041701%	\$	83,474
Newton County	0.5475288979%	\$	166,924
Noxubee County	0.1854222409%	\$	56,529
Ocean Springs City	0.1200514860%	\$	36,600
Oktibbeha County	0.7901312461%	\$	240,885
Olive Branch City	1.0945524041%	\$	333,693
Oxford City	0.6023909754%	\$	183,649
Panola County	1.1292595959%	\$	344,274
Pascagoula City	0.2503734877%	\$	76,331
Pearl City	1.1995158031%	\$	365,693
Pearl River County	3.0639700802%	\$	934,104
Perry County	0.3702849175%	\$	112,888
Petal City	0.0272749619%	\$	8,315
Philadelphia City	0.1157782842%	\$	35,297
Picayune City	0.5909943943%	\$	180,175
Pike County	0.1098336566%	\$	33,485
Pontotoc County	1.1521949614%	\$	351,267
Prentiss County	0.8003205029%	\$	243,992
Quitman City	0.0882346059%	\$	26,900
Quitman County	0.2144538516%	\$	65,380
Rankin County	3.4781979735%	\$	1,060,389
Ridgeland City	0.7160173813%	\$	218,290
Scott County	0.6338900864%	\$	193,252

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Shannon Town	0.0294620194%	\$	8,982
Shubuta Town	0.0061692462%	\$	1,881
Simpson County	0.9226578124%	\$	281,288
Smith County	0.3884281464%	\$	118,419
Southaven City	1.5613575424%	\$	476,007
Starkville City	0.1009907895%	\$	30,789
Stone County	0.5665672976%	\$	172,728
Summit Town	0.0051302205%	\$	1,564
Sunflower County	0.4670675785%	\$	142,394
Tallahatchie County	0.2616428951%	\$	79,766
Tate County	1.1596143086%	\$	353,528
Tippah County	0.6694448826%	\$	204,092
Tishomingo County	1.3228148432%	\$	403,283
Tunica County	0.1794601061%	\$	54,712
Tupelo City	1.4823597116%	\$	451,923
Union County	0.4972391282%	\$	151,592
Verona City	0.0615943563%	\$	18,778
Vicksburg City	0.7361603756%	\$	224,431
Walthall County	0.4965472701%	\$	151,381
Warren County	0.5623145758%	\$	171,431
Washington County	0.9231635344%	\$	281,442
Wayne County	0.9446965207%	\$	288,007
Waynesboro City	0.0135065086%	\$	4,118
Webb Town	0.0120785295%	\$	3,682
West Point City	0.2123222881%	\$	64,730
Wiggins City	0.1732117480%	\$	52,807
Yalobusha County	0.2996115144%	\$	91,342
Yazoo City	0.2548364591%	\$	77,691
Yazoo County	0.4237566726%	\$	129,190

Estimates based on full political subdivision participation.

The numbers and percentages here were established in the multi-state settlement agreements.

5. CONSIDERATION OF AUTHORIZING A REQUEST FOR PROPOSALS FOR A TRAFFIC STUDY FOR SOUTH MONTGOMERY FROM HIGHWAY 12 SOUTH TO THE CITY LIMITS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a traffic study to determine the potential need for additional right of way or easements for infrastructure access from Highway 12 to the city limits down South Montgomery Street” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE 2022 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “consideration of the 2022 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees” is enumerated, this consent item is thereby approved.

	2022 Holiday Schedule	
New Year’s Day	1st of January	Friday, December 31, 2021
Martin Luther King Jr.	3rd Monday in January	Monday, January 17, 2022
President’s Day	3rd Monday in February	Monday, February 21, 2022
Good Friday	Friday before Easter	Friday, April 15, 2022
Memorial Day	Last Monday in May	Monday, May 30, 2022
Independence Day	4th of July	Monday, July 4, 2022
Labor Day	1st Monday in September	Monday, September 5, 2022
Veterans Day	2nd Wednesday in November	Friday, November 11, 2022
Thanksgiving Holiday	Thanksgiving Day	Thursday, November 24, 2022
Christmas Holiday	Christmas Day	Monday, Dec 26, 2022

7. CONSIDERATION OF SOLE CANDIDATE, GEORGE HOPPER, FOR APPOINTMENT FOR THE VACANCY ON THE STARKVILLE LANDSCAPE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JANUARY 1, 2022.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “appointment of George Hopper to the Starkville Landscape Advisory Board for a four-year term to begin on January 1, 2022 and expiring on December 31, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF \$19,988.00 FROM TRIAD METALS FOR BRIDGE STEEL PILING AND CAPS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the low quote from Triad Metals for bridge steel piling and caps for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road” is enumerated, this consent item is thereby approved.

Quotes Received: Triad - \$19,988.00 and Nucor Skyline - \$21,190.40

4. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

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; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PRIVATE PLACEMENT MEMORANDUM PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acting for and on behalf of the City of Starkville, Mississippi, hereby finds, determines, adjudicates, and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“Act” shall mean Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean bonds issued on a parity of lien with regard to the pledge of TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

“Additional Bonds Resolution” shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

“Annual Debt Service Requirement” shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

“Board” means the Board of Supervisors of the County.

“Bonds” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum principal amount of \$700,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of \$3,200,000.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally Recognized Bond Counsel”).

“Bond Fund” shall mean the Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project), including a Reserve Fund, if any, as created by Section 2.01 of the Bond Resolution and provided for in the Interlocal Agreement.

“Bond Payments” shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

“Bond Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase of the Bonds, attached here to as **Attachment B**.

“Bond Resolution” shall mean this resolution authorizing and directing the issuance of the Bonds.

“Bond Year” shall mean, with respect to the Bonds, the period beginning on the Closing Date and ending with the ensuing last day of September, and each one-year period thereafter during which any of the Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Bonds are retired.

“Business Day” shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

“Captured Assessed Value” shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the “current assessed value” of such property exceeds the “original assessed value,” as such terms are defined in the Act.

“Chancery Clerk” shall mean the Chancery Clerk of the County.

“City Clerk” shall mean the City Clerk of the Municipality.

“Closing Date” with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder.

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

“Counsel to the Municipality” shall mean Christopher J. Latimer, Mitchell, McNutt & Sams, Starkville, Mississippi, as Counsel to the Municipality.

“County” shall mean Oktibbeha County, Mississippi.

“County Ad Valorem TIF Revenues” shall mean 75% of the County’s additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on the Closing Date of one year and ending on the last day of September of the following year) on all Bonds then outstanding; (ii) 120% of average annual debt service on the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean, together, Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company, any affiliates or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

“Development and Reimbursement Agreement” shall mean the development and reimbursement agreement between the Municipality and the Developer dated April 17, 2013.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Fiscal Year” shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

“Governing Body” shall mean the Mayor and Board of Aldermen of the Municipality.

“Holder” or “Bondholder” or any similar term, shall mean any person who shall be the Registered Owner of any Outstanding Bonds.

“Improvement Fund” shall mean the Tax Increment Financing Improvement Fund (MSU Portion of the Cotton Mill Marketplace Project), created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Interlocal Agreement” shall mean the Tax Increment Financing Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act and Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), wherein the Municipality and the County agree to pay a portion of the Bonds from the TIF Revenues, as provided in such Interlocal Agreement. The Interlocal Agreement was approved by the Attorney General of the State, as evidenced by letter dated June 26, 2014, filed with the Secretary of State of the State, as evidenced by certificate dated July 7, 2014, and filed with the Chancery Clerk of the County on December 16, 2015.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipality” shall mean the City of Starkville, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 75% of the Municipality’s additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

“Municipal Advisor” shall mean Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor to the Municipality.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the County on April 7, 2014, and by the City on April 1, 2014.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof, unless all Bonds Outstanding are so held, Bonds which are held by or on behalf of the Municipality or any person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, other institution, or the City Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” or “Payment Dates” shall mean such dates as are set out in the Bond Purchase Agreement for the payment of principal and interest on the Bonds.

“Person” shall mean an individual, partnership, corporation, trust, or unincorporated organization and a government or agency or political subdivision thereof.

“Placement Agent” shall mean the placement agent, if any, engaged by the Municipality to facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the agreement between the Municipality and the Placement Agent, if any, pursuant to which the Placement Agent will arrange for the sale of the Bonds by the Municipality and the purchase of the Bonds by the Purchaser.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment D** hereto.

“Project” shall mean the development of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure, and related site improvements and other activities to serve the Cotton Mill Marketplace Project, located on 39.4 acres at the intersection of Highway 12 and Russell Street in the Municipality, specifically described in the TIF Plan as the MSU Portion of the Cotton Mill Marketplace Project, as described more fully in the TIF Plan.

“Purchaser” shall mean the purchaser of the Bonds.

“Record Date” shall mean, as to interest payments, the fifteenth day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the calendar month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan of 2016, City of Starkville, Mississippi*, as amended from time to time, approved by the Governing Body of the Municipality on April 4, 2006.

“Registered Owner” shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

“Representation Letter” shall mean the blanket letter of representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Fund” means the debt service reserve fund by that name created by Section 2.01 of the Bond Resolution.

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

“Subsection 148(f) Regulations” shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF District” shall mean the tax increment financing district described in the TIF Plan.

“TIF Plan” shall mean *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014*, adopted by the County on April 7, 2014, and adopted by the Municipality on April 1, 2014.

“TIF Revenues” shall mean, together, the County Ad Valorem TIF Revenues and the Municipality Ad Valorem TIF Revenues.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body of the Municipality has heretofore approved the Redevelopment Plan.

3. The Governing Body of the Municipality has heretofore on March 18, 2014, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on April 1, 2014. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 20, 2014. The Governing Body held a public hearing on the TIF Plan on April 1, 2014, and

following the public hearing, the Governing Body adopted a resolution on April 1, 2014, approving the TIF Plan.

4. The Board of the County has heretofore on March 17, 2014, adopted a resolution declaring its intention to approve the TIF Plan, pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on April 7, 2014. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 21, 2014. The Board held a public hearing on the TIF Plan on April 7, 2014, and following the public hearing, the Board adopted a resolution on April 7, 2014, approving the TIF Plan.

5. The Governing Body of the Municipality hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.

6. The TIF Plan and the above proceedings authorize the Municipality to the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

7. On April 16, 2013, the Governing Body of the Municipality adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer. The Development and Reimbursement Agreement was executed on April 17, 2013, by the Mayor and the City Clerk of the Municipality and an authorized representative of the Developer.

8. On March 20, 2014, the Governing Body of the Municipality adopted a resolution authorizing the Municipality to enter into the Interlocal Agreement with the County and to divert a sufficient portion of its Municipality Ad Valorem TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

9. On May 5, 2014, the Board of the County adopted a resolution authorizing the County to enter into the Interlocal Agreement with the Municipality and to divert a sufficient portion of its County Ad Valorem TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

10. The Interlocal Agreement by and between the County and the Municipality was approved by the Attorney General of the State, as evidenced by letter dated June 26, 2014, filed with the Secretary of State of the State, as evidenced by certificate dated July 7, 2014, and filed with the Chancery Clerk of the County on December 16, 2015.

11. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Oktibbeha County Tax Assessor dated _____, 20__, is \$_____, as of _____, 20__.

12. The Municipality is now authorized pursuant to the provisions of the Act to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds to be payable solely from the TIF Revenues as provided herein and in the Interlocal Agreement.

13. The maximum aggregate principal amount of the Bonds authorized herein is \$700,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

14. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$700,000.

15. Pursuant to the TIF Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of the Municipality Ad Valorem TIF Revenues and (b) a pledge of the County Ad Valorem TIF Revenues, all as pursuant to the Interlocal Agreement between the Municipality and the County.

16. The amount of the TIF Bonds to be issued will be based upon the TIF Revenues.

17. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Placement Agreement and/or the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, if any, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor to execute the Placement Agreement, if any, and to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$700,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than fifteen years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

18. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

19. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

20. The Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other

subordinate entities thereof will issue more than \$10,000,000 of “qualified tax-exempt obligations” (other than “private activity bonds”) in this calendar year. It is necessary to designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

21. The Private Placement Memorandum, if any, pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds.

22. The execution and distribution of the Private Placement Memorandum, if any, pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and it is necessary and appropriate for the Governing Body to authorize the execution and distribution thereof.

23. The Governing Body of the Municipality desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D**.

24. The Municipality desires to go forward with preparation for the issuance of the Bond and in connection therewith desires to affirm and/or approve the engagement of certain professionals to assist with the issuance of the Bonds by the execution of letters of engagement and disclosure attached hereto as **Attachment E**.

25. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

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

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

SECTION 1.01. AUTHORITY OF THIS RESOLUTION. The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body of the Municipality affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the City Clerk to execute letters of engagement and disclosure as necessary. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) the Placement Agent, if any; (b) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; (c) Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as Counsel to the Municipality; and (d) Government Consultants, Inc., Madison, Mississippi, to serve as Independent Registered Municipal Advisor. The Mayor and the City Clerk are authorized to execute any required letters of engagement and/or disclosure attached hereto as **Attachment E**.

SECTION 1.03. SALE OF BONDS PURSUANT TO PLACEMENT AGREEMENT AND BOND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Placement Agreement and/or the Bond Purchase Agreement.

(b) Placement Agreement. The Placement Agreement, if any, in substantially the form attached hereto as **Attachment C**, is hereby approved, and the Mayor is authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) Bond Purchase Agreement. The Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B**, is hereby approved, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$700,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than fifteen years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

ARTICLE II.

ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

SECTION 2.01. ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project). The Bond Fund is hereby created and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Debt Service Reserve Fund. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, the Municipality shall establish the Reserve Fund in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Fund shall be maintained with a qualified depository.

(b) Tax Increment Financing Improvement Fund (MSU Portion of the Cotton Mill Marketplace Project). The Improvement Fund is hereby created and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation the reimbursements to the Developer

for the moneys advanced for the Infrastructure Improvements, pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) Reserve Fund. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Fund, together with any other moneys, if any, available for such purpose, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. After the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and the funding of a Reserve Fund, if required by the Municipality or the Purchaser in the Bond Purchase Agreement, the remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund.

ARTICLE III.

AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Bond Purchase Agreement; shall be in the actual principal amount specified in the Bond Purchase Agreement; shall be in the denominations specified in the Bond Purchase Agreement; shall be numbered consecutively in numerical order from one upward; shall bear interest from the date thereof at the rates specified in the Bond Purchase Agreement, commencing on a date specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts specified in the Bond Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Bond Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals \$3,200,000 less the amount issued pursuant to the Bond Resolution and the Bond Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Bond Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Bond Purchase Agreement and according to the terms and provisions as set forth in the Bond Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(2) Interest shall cease to accrue on any of the Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the at the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be outstanding pursuant to the provisions of the Bond Resolution.

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made upon presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid and, following presentation and surrender of the Bonds as set forth in Section 3.02 hereof, principal of the Bonds shall be paid by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, validation, execution, and delivery of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the City Clerk to have printed from time to time as necessary additional Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued shall be submitted to validation pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon or accompany each of the Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.08 hereof.

SECTION 3.04. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

SECTION 3.05. TRANSFER OF BONDS. (a) Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

(b) The Municipality and the Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Bonds is

exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the fifteen days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, if any, which shall serve as paying agent, registrar and transfer agent, shall be such bank as is designated in the Bond Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

(b) So long as any of the Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent (other than the City Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the City Clerk appointed pursuant to the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible pursuant to the provisions of this Section.

SECTION 3.08. FORM OF THE BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and City Clerk, execution thereof to be conclusive evidence of such approval:

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)**

NO. R-_____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____%	_____, 20__	_____, 20__	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Starkville, Mississippi (the “Municipality”), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the “State”), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, on the maturity date stated above, upon the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the “Paying Agent”) for the \$ _____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project), of the Municipality, dated and issued _____, 20__ (the “Bonds”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to

the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution authorizing and directing the issuance of the Bonds adopted _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues as provided for in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$_____ each, or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity.

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least thirty days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate and maturity in any authorized denomination.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Starkville, Mississippi

Mayor

Attest:

City Clerk

(seal)

Registration and Validation Certificate

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on _____, 20__.

City of Starkville, Mississippi

City Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) of the City of Starkville, Mississippi.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

Assignment

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the said note on the records kept for registration thereof
with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment
must correspond with the name of the

(Authorized Signatory)

registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatsoever.

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

ARTICLE IV. SECURITY FOR THE BONDS

SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of a sufficient amount of the TIF Revenues required to pay such amounts when due. A sufficient amount of the TIF Revenues is hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, but shall be payable solely from a sufficient amount of the TIF Revenues, as provided in the Bond Resolution and in the Interlocal Agreement. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

**ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF**

SECTION 5.01. TIF REVENUES. While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article and in accordance with the provisions of the Interlocal Agreement; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) Deposit of Ad Valorem TIF Revenues. County Ad Valorem TIF Revenues received by the Municipality from the County shall be received and deposited into the Bond Fund and those moneys provided for in the Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date. Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(b) Pledge of TIF Revenues. A sufficient portion of all TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.

(c) Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

(d) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

(2) any income received from investment of moneys on deposit in the Bond Fund;

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(e) No Further Payments. No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. Provided, however the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete. Provided, however, that the investment income, if any, from assets held under the Reserve Fund, if any, shall be retained in the Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI. IMPROVEMENT FUND

SECTION 6.01. TAX INCREMENT FINANCING IMPROVEMENT FUND (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation reimbursements to the Developer for the moneys advanced for the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on the Payment Date or Payment Dates following such transfer.

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS. (a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an “arbitrage bond” pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation,

to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "fair market value."

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS; COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; and an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for persons other than governmental units.

(d) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Bonds, (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no

additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(g) The Mayor and/or City Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, and setting forth certain covenants, stipulations and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) In the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” for calendar year 2021 within the meaning and for the purposes of Section 265(b)(3) of the Code.

ARTICLE VIII. DEFAULT

SECTION 8.01. EVENT OF DEFAULT. An “Event of Default” as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for thirty days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking composition of indebtedness pursuant to any other applicable federal or state laws.

The Holders of not less than 25% of the aggregate principal amount of the outstanding Bonds may, upon an Event of Default, by suit, action, mandamus, or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act and the Bond Resolution to the extent allowed by law. The Holders of not less than 51% in aggregate principal amount of the Bonds then outstanding may appoint a trustee for the Holders of all outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in the Bonds expressed.

ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Fund, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (A) The consent of the Holders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained, or (B) the amount of the TIF Revenues during any twelve consecutive months of the eighteen months immediately preceding the delivery of the Additional Bonds will be at least equal to 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such Payment Dates as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in

case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States, or obligations the principal of and interest on which is guaranteed by the United States, and which obligations are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event the Bonds are not by their terms subject to redemption within the next succeeding sixty days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the holders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE X. MISCELLANEOUS

SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Holders

of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in the Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Bonds; or

(3) to subject to the lien of the Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of the Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of the Bond Resolution or of the Bonds or interest thereon.

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

SECTION 10.05. ALLOCATION OF MONEYS. Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT AND REGISTERED OWNERS. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Bonds, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements in the Bond Resolution contained shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Bonds.

SECTION 10.07. PRIVATE PLACEMENT MEMORANDUM. The Governing Body hereby approves the execution and distribution of a Private Placement Memorandum, if any.

SECTION 10.08. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

SECTION 10.09. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY. The City Clerk is hereby authorized and directed to request and deliver a certificate each year from the Oktibbeha County Tax Assessor while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property included in the TIF Plan, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.10. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipal and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of

the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in the Bond Resolution shall refer to such new nominees of DTC.

In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE XI.

FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS

SECTION 11.01. **FURTHER ACTION.** The Mayor and the City Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

SECTION 11.02. **REPEALING CLAUSE AND EFFECTIVE DATE.** All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty moved and Alderman Mike Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

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

City of Starkville, Mississippi

Mayor D. Lynn Spruill

ATTEST:

City Clerk Lesa Hardin

(seal)

Attachment A

Certificate of the Oktibbeha County Tax Assessor

ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR

I, Allen Morgan, Tax Assessor of Oktibbeha County, Mississippi (the "County"), do hereby certify as follows with regards to the MSU Portion of the TIF District (defined below) all as described in the *Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated, March 2014* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City").

1) The Original Assessed Value (defined below) of the MSU Portion of the TIF District as of June 2008, was \$0.0 according to its then most recently determined valuation.

The "Original Assessed Value" resulted in:

CITY TAXES:	\$ 0.0 at 19.55 mills
COUNTY TAXES:	\$ 0.0 at 50.54 mills
SCHOOL TAXES:	\$ 0.0 at 66.17 mills

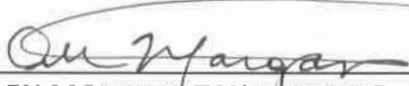
2) The Current Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is \$1,673,292 according to the most recently determined valuation, consisting of \$1,506,045 in real property and \$167,247 in personal property.

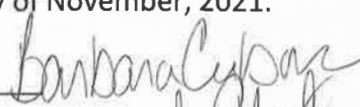
3) The Captured Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is \$1,673,292 according to the most recently determined valuation, consisting of \$1,506,045 in real property and \$167,247 in personal property.

4) The anticipated incremental increase in ad valorem taxes for the 2021 tax year (being due and payable on or before February 1, 2022) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$50,416.34 at 30.13 mills
COUNTY TAXES:	\$92,114.85 at 55.05 mills
*SCHOOL TAXES:	\$110,705.00 at 66.16 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 22 day of November, 2021.


ALLEN MORGAN, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI


Barbara Cypore
Deputy Clerk

The following definitions apply:

Captured Assessed Value: is as defined in Section 21-45-21(3) of the TIF Act and set forth below:

(3) Any amount by which the current assessed value of the real property, including personal property located thereon, described in the redevelopment plan exceeds the original assessed value shall be referred to as the “captured assessed value.” The clerk shall certify the amount of the captured assessed value to the municipality each year for the duration of the tax increment financing plan.

Current Assessed Value: as defined under Section 21-45-21(2) of the TIF Act and set forth below:

(2) Each year thereafter, the clerk and the State Tax Commission, if applicable, shall certify the amount by which the assessed value of real property, including personal property located thereon, described in the tax increment financing plan has increased or decreased from the original assessed value. These assessed values shall be, and will be referred to as, the “current assessed value.”

MSU Portion of the TIF District: the real property, including personal property located thereon, as set forth in the TIF Plan, the map attached hereto as Exhibit A, and consisting of the following tax parcels:

2014 Parcel Nos.	2021 Parcel Nos.	Owner
101D-00-316.00	101D-00-316.00	550 Russell LLC
	101D-00-316.01	550 Russell LLC
	101D-00-316.02	550 Russell LLC
	101D-00-316.04	550 Russell LLC
	101D-00-316.05	Parkman Properties LLC
	101D-00-316.06	550 Russell LLC
	101D-00-316.07	550 Russell LLC
	101D-00-316.08	550 Russell LLC
	101D-00-316.09	Dixie Family Trust
	101D-00-316.10	550 Russell LLC
	101D-00-316.11	550 Russell LLC
	101D-00-316.12	Nowell Charles
101D-00-342.00	101D-00-342.00	MSU
101D-00-410.00	101D-00-410.01	Cooley Cntr. LLC
101D-00-411.00	101D-00-411.00	Cooley Center Hotel LLC
101D-00-412.00	101D-00-412.00	Russell Street Dev. LLC
	101D-00-412.01	550 Russell LLC
101D-00-413.00	101D-00-413.00	MSU
101D-00-414.00	101D-00-414.00	MSU

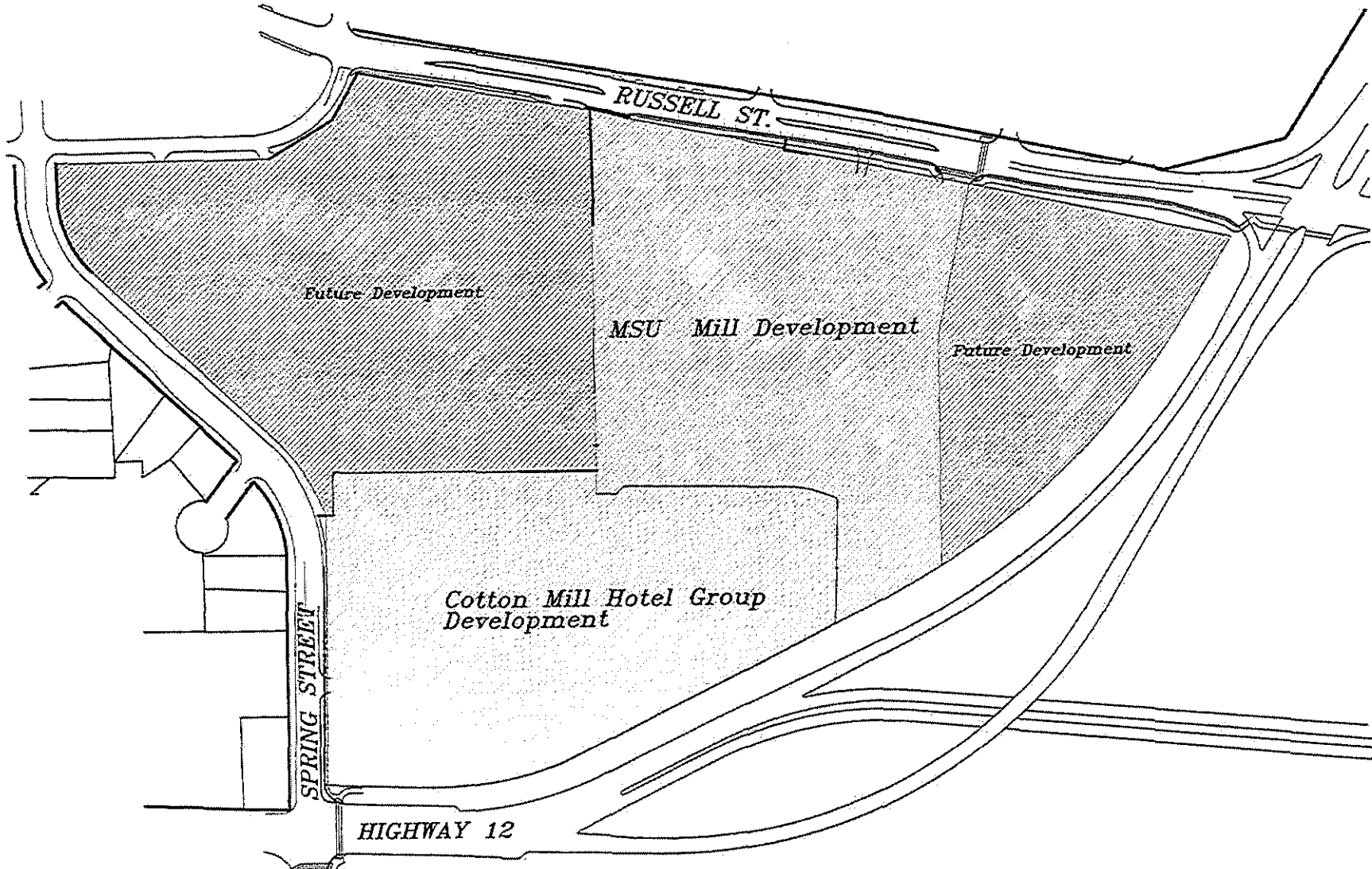
Original Assessed Value: as defined under Section 21-45-21(1) of the TIF Act and set forth below:

(1) After adoption of a redevelopment plan containing a tax increment financing plan the clerk shall certify the assessed value of the real property, including personal property located thereon, described in the tax increment financing plan. Property taxable at the time of the certification shall be included in the assessed value at its most recently determined valuation. Property exempt from taxation at the time of the request shall be included at zero unless it was taxable when the tax increment financing plan was approved, in which case its most recently determined assessed valuation before it became exempt shall be included. These assessed values shall be, and will be referred to as, the “original assessed value.”

TIF Act: shall mean Mississippi Code Annotated Section 21-45-1, et. seq., as amended from time to time.

EXHIBIT A
Assessment Certificate of
Oktoberbeha County Tax Assessor

*Tax Increment Financing District
Cotton Mill Marketplace Project*



Attachment B

Bond Purchase Agreement

CITY OF STARKVILLE, MISSISSIPPI
\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

Date: _____, 20__

BOND PURCHASE AGREEMENT

Mayor and Board of Aldermen
City Hall
110 West Main Street
Starkville, Mississippi 39759

_____, with its principal offices located in _____, _____ (the “Purchaser”), offers to enter into this Bond Purchase Agreement (the “Agreement”) with the City of Starkville, Mississippi (the “Municipality”), for the purchase of the Municipality’s \$_____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the “Bond”), which, upon the Municipality’s acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bond, adopted _____, 20__, by the Mayor and Board of Aldermen (the “Governing Body”) of the Municipality (the “Bond Resolution”); the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014* (the “TIF Plan”); or the Development and Reimbursement Agreement between the Municipality and Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the “Developer”) dated April 17, 2013 (the “Development and Reimbursement Agreement”).

1. BACKGROUND

(a) The Municipality will issue and sell its Bond. The Bond is being issued to pay or reimburse all or a portion of the costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure, and related site improvements and other activities to serve the Cotton Mill Marketplace Project, located on 39.4 acres at the intersection of Highway 12 and Russell Street, as described more fully in the TIF Plan, located in the city limits of the Municipality (the “Project”).

(b) The Bond will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the “State”), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution

(c) The Bond is a limited obligation of the Municipality payable from a sufficient amount of the TIF Revenues (as defined in the Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bond and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bond shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(e) The Bond will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(c) of this Agreement.

(f) In reliance upon the opinion of Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bond will be designated as a Qualified Tax-Exempt Obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the “Code”).

2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Bond:

(a) The Municipality is a political subdivision of the State, duly organized and existing pursuant to the laws of the State.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bond secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bond, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bond.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bond and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i)the issuance and sale of the Bond upon the terms set forth herein and in the Bond Resolution, (ii)the execution, delivery, receipt, and due performance of this Agreement and the Bond, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii)the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality’s

knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bond, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Agreement, the Bond, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default pursuant to any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Bond and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Bond in accordance with the Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bond to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bond by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality pursuant to this Agreement.

(d) As required by the Purchaser, a sufficient portion amount of the proceeds of the sale of the Bond or other legally available funds of the Municipality shall be deposited into the Reserve Fund established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

4. PURCHASE, SALE, AND DELIVERY OF THE BOND; FUNDS

(a) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set

forth, on the Closing Date (as defined herein), the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser the Bond for a purchase price of \$_____, representing the par amount thereof.

(b) The Municipality will deliver the Bond to or for the account of the Purchaser against payment of the purchase price therefor by wire transfer by the Purchaser, or by the Placement Agent on behalf of the Purchaser, of immediately available funds to the account of the Municipality at or prior to _____ p.m. on _____, 20__, or such other place, time, or date as shall be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date").

(c) The Bond may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive form."

(d) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Purchaser agrees to purchase the Bond from the Municipality and the Municipality agrees to sell the Bond to the Purchaser for a purchase price of \$_____, at the following principal amount, rate, and maturity:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%

(e) The Bond shall be in registered form; shall be dated and issued _____, 20__; shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, _____, said bank to act as paying agent, registrar and transfer agent (the "Paying Agent") for the Bond; shall bear interest from the date thereof at the rates hereinafter set forth, payable on _____ 1, 20__, and is a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity in the principal amounts and in the years listed below at a redemption price of one hundred percent (100%) of the principal amount redeemed plus accrued interest payable semiannually on _____ 1 and _____ 1 in each year, beginning _____, 20__, on the redemption date in accordance with the following schedule:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20 *		

*Final Maturity

(f) The Bond is subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the Registered Owners of the Bond to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.

(g) In connection with the purchase, sale, and delivery of the Bond, the Purchaser represents and warrants to the Municipality the following:

(1) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) [A private placement memorandum (the “Private Placement Memorandum”) has been distributed in connection with the sale and issuance of the Bond;]

(3) The Purchaser is not purchasing for more than one (1) account, and is purchasing the Bond for its own account for the purpose of investment and not with a view towards distribution or resale;

(4) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bond;

(5) The Purchaser has read and understands the Bond Documents (hereinafter described);

(6) The Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bond;

(7) The Purchaser recognizes that Bond Counsel and Christopher J. Latimer, Mitchell, McNutt & Sams, Starkville, Mississippi (the “Counsel to the Municipality”) are not responsible for any information contained in or omitted from materials regarding the Municipality and that it does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf; and

(h) While it has no present intention to resell or otherwise dispose of the Bond purchased by it, the Purchaser (or if the Bond is to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bond, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than \$100,000 each or any integral multiple of \$5,000 in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bond. The Purchaser further agrees to require any buyer or other transferee to acquire the Bond subject to the transfer restrictions set forth in this paragraph.

5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the Municipality, of the transcript of proceedings of the Governing Body of the Municipality in connection with the authorization, issuance, sale, and validation of the Bond. Such transcript shall include the Bond Resolution and the form of this Bond Purchase Agreement (collectively, the “Bond Documents”).

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bond and the obligation of the Municipality to sell the Bond to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified, or supplemented.

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of Counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bond and the Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants, and conditions required to be performed or complied with by this Agreement, the Bond and the Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants, and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified, or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7, infra, of this Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry, or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bond or the pledge of TIF Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bond, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Bond, (C) the validity or enforceability of the Bond, the Bond Resolution, or any proceedings of the Municipality taken with respect to the Bond, (D) the execution and delivery of this Agreement or the Bond, or (E) the power of the Municipality to carry out the transactions contemplated by this Agreement or the Bond;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding pursuant to the laws of the State with respect to the Bond shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this

Agreement and the transactions contemplated hereby, the Bond and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied or (2) without limiting the generality of Section 11 of this Agreement, the obligations of the Purchaser and the Municipality pursuant to this Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, the Bond, proceedings, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, if any, has the effect of requiring the offer or sale of the Bond to be registered pursuant to the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bond is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by federal, State of New York, or State authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bond or in any way contesting or affecting any authority or security for or the validity of the Bond, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bond is predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bond.

(e) Any legislation, ordinance, rule, or regulations shall be enacted or be actively considered for enactment by any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bond.

(f) A stop order, ruling regulation, or official statement by or on behalf of the Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bond, or of obligations of the general character of the Bond as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability, or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser pursuant to this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Starkville, Mississippi
Attention: City Clerk
110 West Main Street
Starkville, Mississippi 39759

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

This Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants, representations, and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Bond.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

13. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements, or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Starkville, Mississippi

Mayor

City Clerk

(seal)

Attachment C

Placement Agreement

CITY OF STARKVILLE, MISSISSIPPI
\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

Date: _____, 2021

PLACEMENT AGREEMENT

Mayor and Board of Aldermen
City Hall
110 West Main Street
Starkville MS 39759

This Placement Agreement, dated _____, 2021 (the "Placement Agreement"), is by and between the City of Starkville, Mississippi (the "Municipality") and _____, _____, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its \$ _____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the "Bond"). The Bond is being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the MSU Portion of the Cotton Mill Marketplace Project (the "Project"), as provided for in the resolution authorizing and directing the issuance of the Bond, adopted by the Mayor and Board of Aldermen (the "Governing Body") on _____, 2021 (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bond.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution, the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014* (the "TIF Plan"), or the Development and Reimbursement Agreement between the Municipality and Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer") dated April 17, 2013 (the "Development and Reimbursement Agreement").

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bond, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

(a) The Bond will be issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(b) The Bond is payable from a sufficient amount of the TIF Revenues (as defined in the Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bond and to make the payments into the Bond Fund provided for in the Bond Resolution.

(c) The Bond shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(d) The Bond will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bond for the sale and purchase of the Bond (the “Bond Purchase Agreement”).

Section 4. Placement of the Bond.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bond with qualified institutional buyers or investors (the “Purchaser” or “Purchasers”) in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) [A private placement memorandum (the “Private Placement Memorandum”) will be distributed in connection with the sale and issuance of the Bond.]

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the Closing Date (the date of issuance and delivery of the Bond to the Purchaser, as further defined in the Bond Purchase Agreement) cause the Purchaser to transfer to the Municipality the purchase price of the Bond in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bond in the event any Purchaser fails to pay the purchase price of any Bond to be

purchased by the Purchaser or in the event the Placement Agent is unable to arrange for the purchase of any of the Bond.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bond as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of \$_____.

(b) The Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bond and the preparation, execution, and delivery of this Placement Agreement, the Bond Purchase Agreement, the Bond, and any other document that may be delivered in connection herewith or therewith, including, but not limited to (i) the fees and expenses of, if applicable, Bond Counsel and Counsel to the Municipality, (ii) the fees and expenses of the Municipality and the Paying Agent (as defined in the Bond Purchase Agreement), (iii) the fees and expenses of the verification agent, if any, (iv) the fees and expenses of the Escrow Agent, if any, and (v) the cost of printing, photocopying, and delivering the Bond, and (vi) all Rating Agency fees, if any.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bond.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

(a) The Municipality is a political subdivision of the State of Mississippi (the "State"), duly organized and existing under the laws of the State.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bond secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bond, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Bond.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Placement Agreement and the issuance and sale of the Bond and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bond upon the terms set forth herein and in the Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Placement Agreement and the Bond, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bond, this Placement Agreement, the Bond Purchase Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Bond Purchase Agreement, the Bond, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

Section 9. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed thirty-five (35).

(c) The Placement Agent will obtain from each Purchaser an executed Bond Purchase Agreement in the form set forth as **Attachment _____** to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bond;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bond, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

(iv) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bond; and

(v) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of its Bond, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bond.

(d) The Municipality (as the client of _____, _____, _____) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bond. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bond, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether _____, _____, _____, has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 13. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship among the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bond hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bond. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the issuer and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bond other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within _____, _____, _____, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

City of Starkville, Mississippi

Mayor D. Lynn Spruill

City Clerk Lesa Hardin

(seal)

Attachment D

Post Issuance Compliance Procedures

**\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)
CITY OF STARKVILLE, MISSISSIPPI
PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS**

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the “Municipality” or the “Issuer”) remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the “City Clerk”) as the primary person responsible for compliance with this policy. The City Clerk will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer

agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in “Private Business Use” (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The City Clerk is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the City Clerk shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)

- c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The City Clerk is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The City Clerk will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

City of Starkville, Mississippi

City Clerk

Dated: _____, 20__

Attachment E

Letters of Disclosure and Engagement

November 2, 2021

Christopher J. Latimer, Esq,
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

**RE: \$700,000 Tax Increment Financing Revenue Bonds, Series 2021
(Cooley Center Project), for the City of Starkville, Mississippi**

Dear Chris:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Special Counsel to the Municipality with respect to the development of the tax increment financing plans related to the development of the Cooley Center, a hotel, and parking facilities in the Municipality (the "Project") and as Bond Counsel with respect to any issuance of tax increment financing revenue bonds of the Municipality related to the Project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Special Counsel and as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to road and bridge infrastructure of the Municipality and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Special Counsel, we will undertake to draft the usual documents associated with the development and approval of the redevelopment plan of the Municipality (the "Redevelopment Plan"), the tax increment financing plan for the Project (the "TIF Plan"), the creation of the tax increment financing district for the Project (the "TIF District"), the authorization, execution, and filing of the interlocal agreement for the Project (the "Interlocal Agreement"), the authorization and execution of the development and reimbursement agreement for the Project (the "Development Agreement"), and the issuance of the Bonds for the Project.

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the

source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the “Purchaser”) our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the “Closing”), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality’s counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

- (a) certificates from the Municipality’s officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;
- (b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Special Counsel for the development of the Project and as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Special Counsel and as Bond Counsel (which will primarily consist of development of the Project, drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Special Counsel and as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

November 2, 2021

Page 4

Miscellaneous

Once the initial Project is complete and the Bonds are issued, our engagement as Special Counsel and as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Special Counsel for the Project and as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

Watkins & Eager PLLC

Brad C. Davis

Accepted and Agreed to this day, December 7, 2021.

City of Starkville, Mississippi

By: _____

Mayor D. Lynn Spruill

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for construction bids for the Sportsplex drainage replacement project” is enumerated, this consent item is thereby approved.

10. AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPs, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization for the City Engineer to advertise for all construction projects, construction related materials, construction related quotes, and consultant RFPs, as needed for the four-year capital improvement projects in accordance with MS State procurement processes; and authorization for the Mayor to negotiate and execute all construction and consultant contracts” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO PURCHASE 4 WALLBEDS (MURPHY BEDS) FOR FIRE STATION 1 FROM THE BEST QUOTE BASED ON MATERIALS AND WARRANTY OF \$28,872.00 FROM WILDING WALLBEDS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 4 wallbeds (murphy beds) for Fire Station 1 for the cost of \$28,872.00 from Wilding Wallbeds the best quote (based on quality of beds and warranty) instead of the lowest quote” is enumerated, this consent item is thereby approved.

Two quotes received: \$16,560.40 – Breda Beds and \$28,872.00 – Wilding Wallbeds.

12. CONSIDERATION TO PURCHASE 3 GARAGE DOORS FOR FIRE STATION 1 FROM THE LOWER QUOTE OF \$34,790.00 FROM S & K DOOR AND SPECIALTY CO., INC.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 3 garage doors for Fire Station 1 for the amount of \$34,790.00 from S & K Door and Specialty Co., Inc., the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: \$34,790.00 - S & K Door and Specialty Co., Inc and \$43,832.61 – LDBDOORS LLC

13. CONSIDERATION TO ACCEPT THE LANDSCAPE ENHANCEMENT QUOTE FOR FIRE STATION 1 FROM THE LOWER QUOTE OF \$8,500.00 FROM FOUR SEASONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval for landscape enhancement at Fire Station 1 for the amount of \$8,500.00 from Four Seasons, the lower of two quotes” is enumerated, this consent item is thereby approved.

Quotes Received: Four Seasons - \$8,500.00 and SGK Landscapes - \$13,867.63

14. CONSIDERATION TO HIRE TIMOTHY MAGAEE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Timothy MaGae as an entry level Firefighter” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE JESI MARSH AND JEREMY WEAVER AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Jesi Marsh and Jeremy Weaver as part- time firefighters” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE CODY DEAN AS AN INVENTORY CONTROL TECH IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Cody Dean as an Inventory Control Tech in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE ELIOT MCGREW AS A PART-TIME RECEPTIONIST IN THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Eliot McGrew as a part-time Receptionist in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE STEPHEN CORBAN AS A FINANCE DIRECTOR IN THE FINANCE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Stephen Corban as a Finance Director in the Finance Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ADVERTISE FOR A GENERAL MANAGER (DEPARTMENT HEAD) IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a General Manager (Department Head) in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE A 60” MOWER FROM THE LOWEST QUOTE OF \$5,935.00 FROM OKTIBBEHA COUNTY CO-OP FOR THE POLICE DEPARTMENT GUN RANGE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase Mower at a total cost of \$5,935.30 from lower quote, Oktibbeha County Co-op, for the Police Department Gun Range” is enumerated, this consent item is thereby approved.

Quotes Received: Oktibbeha County Co-op:- \$5,935.30 and Boyle - \$6,749.00

21. CONSIDERATION OF THE ACCEPTANCE OF THE FY21 DEPARTMENT OF JUSTICE COPS HIRING GRANT FOR AN AMOUNT OF \$275,209.00, WITH A CITY MATCH OF \$92,070.00, FOR THREE ADDITIONAL OFFICERS FOR A PERIOD OF 3 YEARS WITH THE CITY COMMITTING TO RETAIN THE OFFICER POSITIONS A MINIMUM OF 12 MONTHS PAST THE END OF THE GRANT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the FY21 Department of Justice COPS Hiring Grant for an amount of \$275,209.00, with a City match of \$92,070.00, for three additional officers for a period of 3 years with the City committing to retain the officer positions a minimum of 12 months past the end of the grant” is enumerated, this consent item is thereby approved. The Grant Agreement follows this page.

22. CONSIDERATION OF THE ACCEPTANCE OF FY20 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT – REALLOCATION FUNDS IN THE AMOUNT OF \$38,615.50 TO BE USED FOR POLICE EQUIPMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the FY20 Mississippi Department of Homeland Security Grant – Reallocation Funds in the amount of \$38,615.50 to be used for police equipment” is enumerated, this consent item is thereby approved. The Award Agreement follows the COPS Grant.

23. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF ONE KNUCKLE BOOM LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AND TO SELL THE 2012 HOL-MAC KNUCKLE BOOM WHEN NEW ONE IS IN OPERATION.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval for consideration to advertise for the purchase of one Knuckle Boom Loader for the Sanitation & Environmental Services Department and to sell the 2012 Hol-Mac Knuckle Boom” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM SOUTHERN PIPE AND SUPPLY FOR 660 FT OF 6” C900 PIPE (MATERIAL ONLY) FOR THE FRONTIER DR/WESTSIDE DR LINE REPLACEMENT IN THE AMOUNT OF \$7,847.40.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest quote from Southern Pipe and Supply for 660ft of 6” C900 pipe (material only) for the Frontier Dr/Westside Dr line replacement in the amount of \$7,847.40” is enumerated, this consent item is thereby approved.

3 Quotes Received: Southern Pipe - \$7,847.40, G&C Supply Co. - \$8,540.40 and Ferguson - \$9,075.00

25. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR 588 FT OF 8” SDR26 SEWER PIPE (MATERIAL ONLY) FOR THE SYCAMORE ST AND EDGEWOOD DR SEWER RELAY PROJECTS IN THE AMOUNT OF \$7,391.16.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest quote from Ferguson for 588ft of 8” SDR26 sewer pipe (material only) for the Sycamore St and Edgewood Drive sewer relay projects in the amount of \$7,391.16” is enumerated, this consent item is thereby approved.

2 Quotes Received: Ferguson - \$7,391.16 and Southern Pipe - \$7,535.28

- Home
- Entity Profile
- Entity Users
- Entity Documents
- Applications
- Awards**
- Monitoring
- Federal Forms

[Privacy Policy](#)

Funded Award

(15JCOPS-21-GG-03435-UHPX)

PENDING-AWARD EXTERNAL ASSIGNEE

Actions

Entity Legal Name: () Doing Business As: ()

Solicitation Title: FY 21 COPS Office Hiring Program Solicitation Solicitation Category: N/A
Project Title: FY21 COPS Hiring Program (CHP) Federal Award Amount \$276,209.00
Project Period: 10/1/21 - 9/30/26 Unpaid Balance: —
Managing Office: COPS DUNS: 782430557
DOJ Grant Manager: MONIQUE BOLTON COPS ORI: —
Grant Award Administrator:— TIN: 646001082
FAW Case ID FAW-167014

Assignments

View all

Task	Assigned to	
— Assign Missing Contributors	CJ Christopher Jackson	Begin
— Programmatic	Funded Awards	
— Legal	Funded Award	
— Audit And Assessment	Funded Award	
— Financial	Funded Awards COPS	
— Leadership	Funded Award	

[View Application](#)

Case details

Last updated by
Virtual Assistant (4d ago)
Created by
Agent(System-Queue-ServiceLevel.ProcessEvent)
(4d ago)

DOJ Grant Manager
MONIQUE BOLTON

Phone
800-421-6770

Email
monique.bolton@usdoj.gov

Participants (5)

- CJ Christopher Jackson OrganizationAdministrator
- MB MONIQUE BOLTON GrantManager
- MB Mark Ballard AuthorizeRep
- CJ Christopher Jackson ApplicationSubmitter
- LS Lynn Spruill AuthorizeRep2

FUNDED AWARD INITI... ACTI... INITIATE C... PROGRAMMATIC C... FINANCIAL C... UFMS ...

Funded Award Information

Award Package	Award Conditions	Award Details	Award Attachments	Performance Management	Funding Balance and Availability	Federal Financial Report (FFR)	Grant Award Modification (GAM)
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Award Letter

November 18, 2021

Dear Mark Ballard,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by STARKVILLE, CITY OF for an award under the funding opportunity entitled 2021 FY 21 COPS Office Hiring Program Solicitation . The approved award amount is \$276,209.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or

Under the direction of the Attorney General, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs), and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

STARKVILLE, CITY OF

DUNS Number

782430557

ORI Number

—

Street 1

110 W MAIN ST

Street 2

—

City

STARKVILLE

State/U.S. Territory

Mississippi

Zip/Postal Code

39759

Country

United States

County/Parish

—

Province

—

Award Details

Federal Award Date

11/18/21

Award Type

Initial

Award Number

15JCOPS-21-GG-03435-UHPX

Supplement Number

00

Federal Award Amount

\$276,209.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.710

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. - 10381 et seq.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 FY 21 COPS Office Hiring Program Solicitation

Awarding Agency

COPS

Application Number

GRANT13395751

Grant Manager Name	Phone Number	E-mail Address
MONIQUE BOLTON	800-421-6770	monique.bolton@usdoj.gov

Project Title

FY21 COPS Hiring Program (CHP)

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2026

Project Description

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 10/27/21 10:48 PM

Comments

No Items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$368,279.26	\$0.00	\$368,279.26	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	
Other Costs	\$0.00	\$0.00	\$0.00	
Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$368,279.26	-\$0.26	\$368,279.00	
Federal Funds:			\$276,209.00	75.00%
Match Amount:			\$92,070.00	25.00%
Program Income:			\$0.00	0.00%

Budget Detail Summary View

Budget Category

Sworn Officer

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position Title
Sworn Officer

Position Description

Enforce laws and ordinances of the municipality, Provide service and assistance to the public in non-law enforcement situations, Respond to calls and complaints involving criminal and non-criminal incidents, Administer first aid at the scene of an accident, Conduct preliminary and/or follow-up investigations, Interview witnesses and gathering evidence and information, Direct traffic Issue traffic and parking citations; speaking to school, civic, and church groups, Operate motor vehicles, Write and file reports, and Perform related tasks as assigned

- > Salary
- > Fringe Benefits
- > Summary Totals

Position Title

Position Description

- > Salary
- > Fringe Benefits
- > Summary Totals

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Other Award Documents

State: MS

Legal Name: STARKVILLE, CITY OF

Approved Problem Focus Area: Violent Crime Problems - Gun Violence

3 Full-Time Officers Funded

3 New Hires

0 Rehires Previously Laid Off

0 Rehires Scheduled for Lay Off

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 1

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

 2

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

 4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

 5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
- 2 C.F.R. § 200.340.

 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2021 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

 7

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

 8

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

 9

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

10

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

- a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

13

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

14

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

15

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

16

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116-260, Division E, Title VII, Section 742.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

21

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

22

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

23

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

24

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

25

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date, whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

26

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

- Your agency's MOU must contain the following information;

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

27

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application;

Your agency will address its specific priority crime problem throughout the entire CHP award period;

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

33

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

34

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds. During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I—

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval		
Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	10/28/21 2:31 PM

Authorized Representative _____



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

SUBRECIPIENT GRANT AWARD

Subrecipient:

CITY OF STARKVILLE POLICE DEPARTMENT

(Generator, Portable Light Tower, Metal Detector Wand, 10x10 tent, 40- Barricades, 12 Battle Dress Uniforms, 12 First Aid Trauma Kits, 16 Ensemble Gear Storage, 12 Gloves, 12 Optic Thermal Imaging/Light Amplification, 12 Patrol Optics)

Project Title(s):

FY'20 Homeland Security Grant Program-Reallocation Funds

Grant Period:

10/01/21 – 09/30/22

Date of Award:

10/01/2021

Total Amount of Award:

\$38,615.50

Grant No.:

20LE347

In accordance with the provisions of Federal Fiscal Year 2020 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

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

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

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

ACCEPTANCE FOR THE SUBRECIPIENT

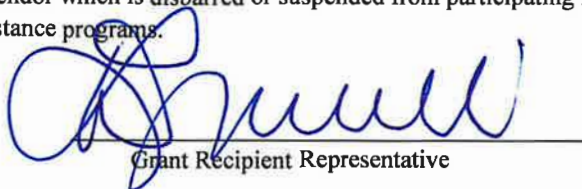

Signature of Official Authorized to Sign

Signature of Acting MOHS Director

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

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

12-7-2021
Date

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.
2. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.
7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.


Signature of the Chief Executive Officer

12.7.2021
Date

26. CONSIDERATION TO REJECT ALL BIDS FOR THE BABYLON ROAD SEWER PROJECT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS WITH PROJECT MODIFICATIONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids received for the Babylon Road Sewer project and authorization to re-advertise for bids with project modifications” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill shared a video of the Clydesdale’s recent Christmas visit to Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Terry Kemp for his years of service to the City of Starkville.

Alderman Beatty noted he looked forward to working with Terry Kemp the next few months as he had in the past and that he will be difficult to replace.

Alderman Perkins noted that while he would like to see Terry Kemp stay on, he understood his desire to retire. He thanked him for his contribution to the City and willingness to always work with the Board and citizens.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the City look at Womack Street to see if more lighting can be added. He asked also that ADA safety be considered in any redesign of Main Street.

Luke Richards, an MSU Senior with the Montgomery Leadership Program, asked for assistance with locating a public space that could be renovated for his Capstone Project.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Daniel Havelin, City Planner, presented the following proposed amendments to the UDC:

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.
17.6	Added Rental Housing Code
18	Adding and Updating Definitions

The Unified Development Code was adopted in December of 2019 and last amended on April 20, 2021.

Mayor Spruill opened the Public Hearing.

Dave Hood, Dave's Dark Horse Tavern, expressed his concerns regarding the newly proposed changes to the sign Ordinance.

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

PUBLIC HEARING FOR AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES (MOBILE FOOD VENDOR/TRANSIENT VENDOR).

Odie Avery, Assistant City Planner, presented the following summary of the proposed amendments to Chapter 30 of the Code of Ordinances:

“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.

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

27. CONSIDERATION OF APPROVAL OF THE 2022-2025 CAPITAL IMPROVEMENT PLAN.

Alderman Perkins, duly seconded by Alderman Vaughn, offered a motion approving the 2022-2025 Capital Improvement Plan as presented. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: 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 plan appears on the following page.

2022-2025 Capital Improvement Plan

Roadway Overlays, Drainage Improvements, Traffic Signal Upgrades,
Sidewalks and Trails, Grant Match



Prepared by:

City of Starkville
Engineering Department

Date: December 2021

Capital Improvement Plan and Funding Allocation





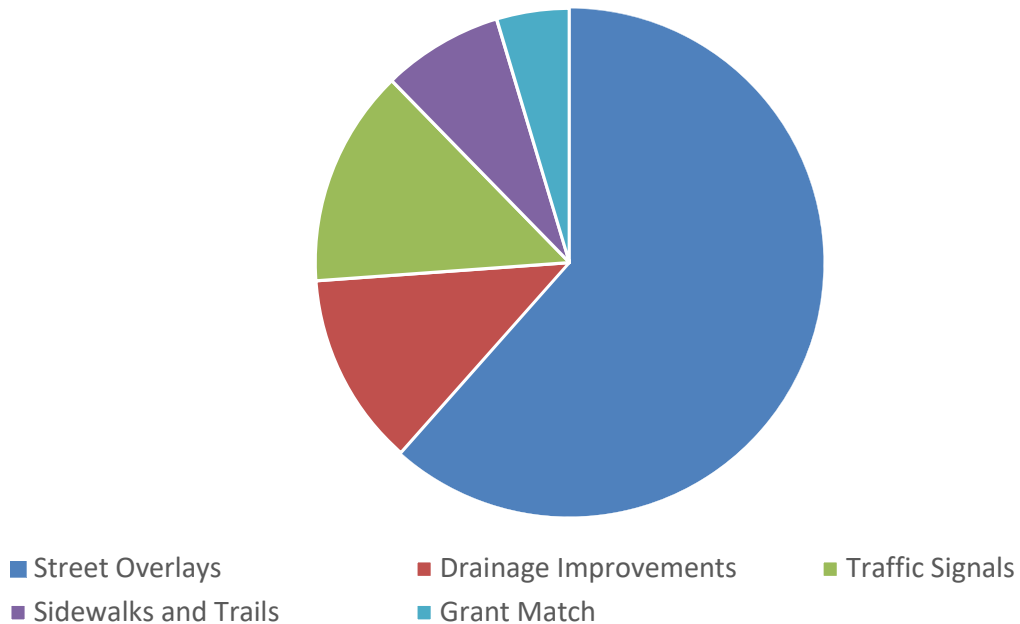
CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

4 YEAR PROJECT LIST ALLOCATION AND OVERALL BUDGET

12/3/2021

PROJECT CATEGORY	ALLOCATION	
Street Overlay Projects- \$1 Million per year for 4 years	\$4,000,000.00	62%
Drainage Improvement Projects- \$200,000 per year for 4 years	\$800,000.00	12%
Traffic Signal and Detection Upgrades- \$225,000 per year for 4 years	\$900,000.00	14%
Sidewalk and Trail Projects- \$125,000 per year for 4 years	\$500,000.00	8%
Local Match for Grant funded projects- \$75,000 per year for 4 years	\$300,000.00	5%
	\$6,500,000.00	100%

4 Year Project List Allocation



Roadway Overlays



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THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE 2022 - 2025 STREET IMPROVEMENT PROGRAM

12/3/2021												
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1												
Garrard	Babylon - Hwy 25 Multiple Base Failures		-	-	Leveling & Patching only	150	0	\$38,939	\$0	-	\$38,939	
Garrard	Reed	Jackson	5264	25	Patching, Overlay, Striping	121	1206	\$21,252	\$126,665	\$25,000	\$172,917	
Hollywood	Stark	Cul-de-sac	487	45	Patching, Overlay, Striping	20	201	\$5,206	\$21,093	\$4,870	\$31,169	
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	135	1351	\$23,563	\$141,873	\$50,250	\$215,686	
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay	32	320	\$7,104	\$33,580	-	\$40,684	
Oak Ridge	Shadowood	Dead End	962	33	Patching, Overlay	29	291	\$6,644	\$30,556	-	\$37,200	
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay	30	303	\$6,833	\$31,801	-	\$38,634	
University	OWP Bridge	Hwy 12 Bridge	3498	40	Patching, Milling, Overlay, Striping	128	1283	\$22,469	\$134,673	\$50,000	\$293,688	
Wedgewood	Montgomery	Dead End	680	24	Patching, Overlay	15	150	\$21,500	\$15,708	-	\$37,208	
Milling Existing roadways (approx. 40%)			13630	Sq. Yd.	-	-	-	-	-	-	\$88,597	
			Total	3.16	miles						\$9,947	
											\$39,789	
											Subtotal Priority 1	\$1,044,458

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2											
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	95	954	\$17,220	\$100,135	\$25,000	\$142,354
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay	23	229	\$5,647	\$23,995	-	\$29,642
Francis	Canna	Dead End	480	28	Patching, Overlay	12	123	\$3,966	\$12,936	-	\$16,902
Gillespie	Russell	Montgomery	1508	28	Patching, Overlay, Striping	39	387	\$8,177	\$40,641	\$15,080	\$63,898
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay	25	246	\$5,929	\$25,849	-	\$31,778
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	77	766	\$14,230	\$80,465	\$25,000	\$119,695
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	131	1308	\$22,869	\$137,301	\$28,530	\$188,699
Montgomery	Laurel Hill	Shadowood	2328	24	Patching, Overlay, Striping	51	512	\$10,174	\$53,777	\$23,280	\$87,230
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	49	493	\$9,869	\$51,775	\$13,120	\$74,764
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay	51	513	\$10,192	\$53,900	-	\$64,092
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay	39	388	\$8,185	\$40,695	-	\$48,880
Milling Existing roadways (approx. 40%)			15268	Sq. Yd.	-	-	-	-	-	-	\$99,243
		Total	3.80	miles	Testing 1.0%						\$9,672
					Contingency 4%						\$38,687
										Subtotal Priority 2	\$1,015,537

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3											
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	86	856	\$15,659	\$89,865	\$23,940	\$129,463
Alfred Perkins	Long	Dead End	1130	28	Patching, Overlay	29	290	\$6,629	\$30,454	-	\$37,082
Chelsea	Huntington	Dead End	958	28	Patching, Overlay	25	246	\$5,924	\$25,818	-	\$31,742
Crossgate	Hwy 12	Prev. Overlay (Boulevard)	1022	28	Patching, Overlay	26	262	\$6,186	\$27,543	-	\$33,729
Helen	Lynn	Lynn	1300	28	Patching, Overlay	33	334	\$7,325	\$35,035	-	\$42,360
Hospital	Hiwassee	Jackson	2816	36	Patching, Overlay, Striping	93	929	\$16,831	\$97,574	\$28,160	\$142,565
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	189	1887	\$32,114	\$198,129	\$76,240	\$306,483
Magnolia/ Honeysuckle	Linden	Dead End	495	28	Patching, Overlay	13	127	\$4,028	\$13,340	-	\$17,368
Mimosa	Banyan	Cul-de-sac	450	28	Patching, Overlay	12	116	\$3,843	\$12,128	-	\$15,971
Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	49	486	\$9,750	\$50,989	\$25,000	\$91,626
Tomlinson	Prev. overlay	Clements	943	28	Patching, Overlay	24	242	\$5,863	\$25,414	-	\$31,277
Milling Existing roadways (approx. 40%)			12702	Sq. Yd.	-	-	-	-	-	-	\$82,561
		Total	3.98	miles	Testing 1.0%						\$9,622
					Contingency 4%						\$38,489
										Subtotal Priority 3	\$1,010,337

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THE CITY OF STARKVILLE

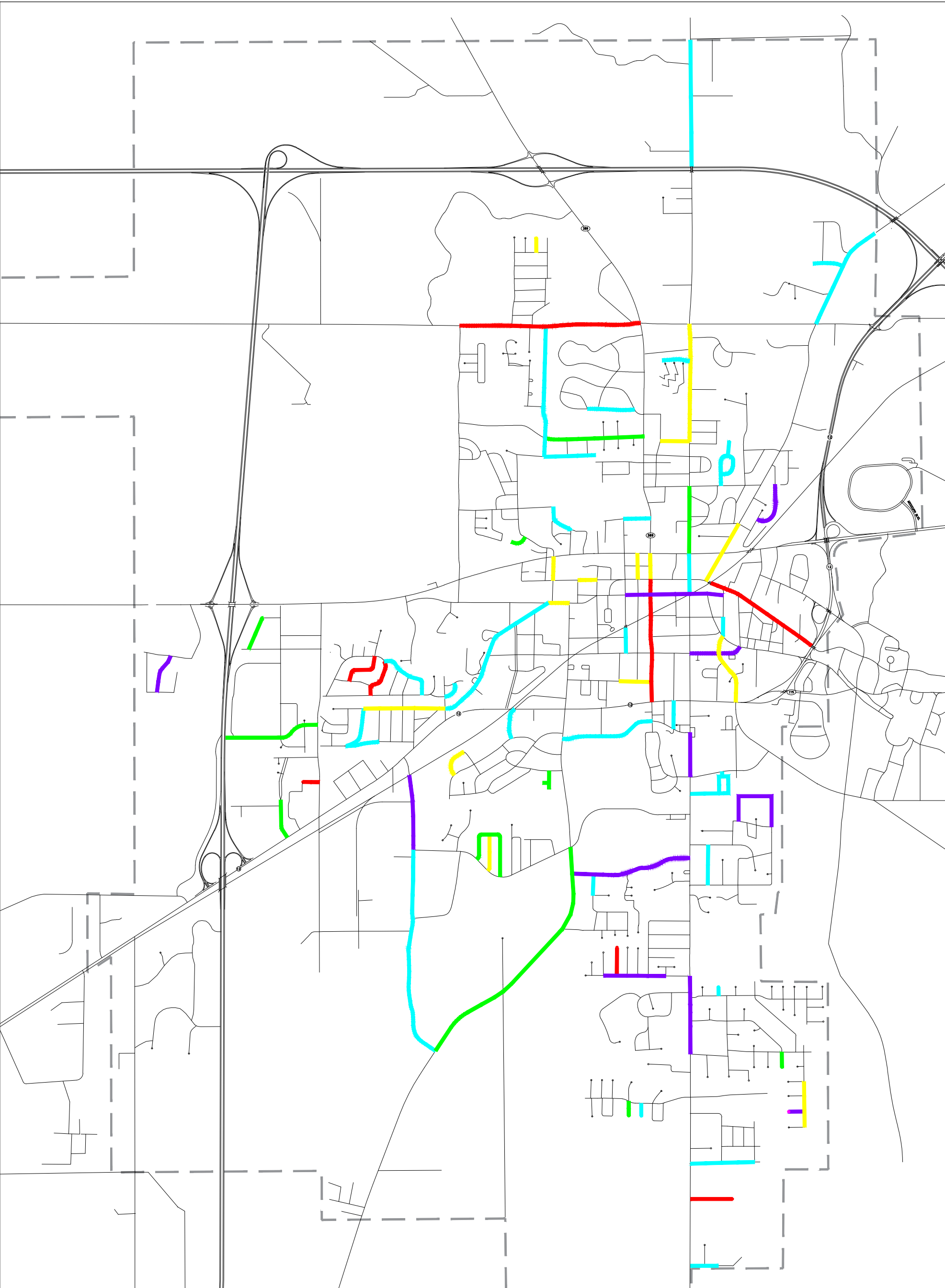
ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4												
Banyan	Multiple Base Failures		-	-	Leveling & Patching only	150	0	\$23,939	\$0	-	\$23,939	
Canna	Claudia	Dead End	1516	28	Patching, Overlay	39	389	\$8,210	\$40,856	-	\$49,066	
Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	34	343	\$7,477	\$36,036	-	\$43,513	
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	20	198	\$5,160	\$20,790	\$7,200	\$33,150	
Greta Lane	Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$19,151	\$0	-	\$19,151	
Inca	Mohawk	Dead End	530	25	Patching, Overlay	12	121	\$3,938	\$12,753	-	\$16,691	
Jackson	Main	Hwy 182	740	46	Patching, Overlay, Striping	31	312	\$6,980	\$32,764	\$7,400	\$47,143	
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	15	154	\$4,457	\$16,166	\$6,460	\$27,083	
Lafayette	Main	Hwy 182	740	40	Patching, Overlay, Striping	27	271	\$6,330	\$28,490	\$7,400	\$42,220	
Lake Pointe	Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$19,151	\$0	-	\$19,151	
Logan	Lynn	Helen	1091	28	Patching, Overlay	28	280	\$6,469	\$29,402	-	\$35,871	
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	110	1098	\$19,527	\$115,315	\$25,000	\$159,842	
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	24	239	\$5,818	\$25,121	\$8,700	\$39,639	
Pin Oak	Ave of Patriots	Ponderosa	2325	26	Patching, Overlay	55	554	\$10,843	\$58,183	-	\$69,026	
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	81	815	\$15,002	\$85,547	\$20,200	\$120,749	
Stowood	Multiple Base Failures		-	-	Leveling & Patching only	130	0	\$20,747	-	-	\$20,747	
Walnut	Chestnut	Peach	1014	26	Patching, Overlay	24	242	\$5,857	\$25,375	-	\$31,232	
West Main	Cushman	Raymond	564	26	Patching, Overlay	13	134	\$4,145	\$14,114	-	\$18,259	
Wood	Jackson	Washington	905	19	Patching, Overlay, Striping	16	158	\$4,515	\$16,550	\$9,050	\$30,116	
Milling Existing roadways (approx. 40%)			18299	Sq. Yd.	-	-	-	-	-	-	\$118,941	
			Total	3.38	miles						\$9,655	
											\$38,621	
											Subtotal Priority 4	\$1,013,808

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5											
Carver	Hiwassee	Dead End (east)	1408	28	Patching, Overlay	36	361	\$7,767	\$37,946	-	\$45,713
Curry	Jackson	D.L. Connor	800	21	Patching, Overlay	15	154	\$4,458	\$16,170	-	\$20,628
Fairway	Montgomery	Bridge	700	25	Patching, Overlay	16	160	\$4,560	\$16,844	-	\$21,404
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	27	275	\$6,383	\$28,840	\$13,620	\$48,844
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	23	234	\$5,728	\$24,525	-	\$30,252
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	129	1291	\$22,596	\$135,510	\$37,050	\$195,157
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	127	1268	\$22,237	\$133,148	\$25,000	\$180,386
Kenswick Ct	Huntington Dr.	Cul-de-sac	345	28	Patching, Overlay	9	89	\$3,413	\$9,298		\$12,711
King Richard	Locksley	Montgomery	1750	28	Patching, Overlay	45	449	\$9,168	\$47,163	-	\$56,331
Lakeview	Overstreet	Dead End	735	28	Patching, Overlay	19	189	\$5,011	\$19,808	-	\$24,819
Lionheart	King Edward	King Edward	534	28	Patching, Overlay	14	137	\$4,187	\$14,391	-	\$18,579
Maple	Ponderosa	Aspen	1681	28	Patching, Overlay	43	431	\$8,886	\$45,303	-	\$54,189
Montgomery	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	23	230	\$5,671	\$24,154	\$25,000	\$54,825
Oak Apple St.	Greenbriar	Cul-de-sac	219	28	Patching, Overlay	6	56	\$2,897	\$5,902	-	\$8,799
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	68	682	\$12,884	\$71,610	\$29,760	\$114,254
Overstreet	Critz	Overstreet	1812	28	Patching, Overlay	47	465	\$9,422	\$48,833	-	\$58,256
Patton	Avenue of Patriots	Henry	593	28	Patching, Overlay	15	152	\$4,429	\$15,981	-	\$20,410
Pilcher	Henderson	Prev overlay (Mosley)	1287	28	Patching, Overlay	33	330	\$7,272	\$34,685	-	\$41,956
Plum	McArthur	Spruce	2315	28	Patching, Overlay	59	594	\$11,483	\$62,389	-	\$73,872
Ponderosa	Pin Oak	Maple	1075	28	Patching, Overlay	28	276	\$6,403	\$28,971	-	\$35,375
Robinhood	Nottingham	Sherwood	1125	28	Patching, Overlay	29	289	\$6,608	\$30,319	-	\$36,927
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	78	781	\$14,457	\$81,959	\$35,480	\$131,896
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	19	193	\$5,080	\$20,266	-	\$25,347
Starr	Academy	Carpenter Place	620	28	Patching, Overlay, Striping	16	159	\$4,540	\$16,709	\$6,200	\$27,449
Turnberry	Montgomery	Royal Troon	1800	28	Patching, Overlay	46	462	\$9,373	\$48,510	-	\$57,883
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	19	194	\$5,092	\$20,345	-	\$25,438
Walden Way	Old West Point	Dead End	900	28	Patching, Overlay	23	231	\$5,687	\$24,255	-	\$29,942
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	120	1203	\$21,192	\$126,270	\$43,730	\$191,192
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	21	207	\$5,297	\$21,695	\$8,050	\$35,042
Windsor	Seville	Arrow	1340	20	Patching, Overlay	25	246	\$5,921	\$25,795	-	\$31,716
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	75	746	\$13,902	\$78,309	\$27,120	\$119,331
Milling Existing roadways (approx. 40%)			29200	Sq. Yd.	-	-	-	-	-	-	\$189,799
		Total	9.37	miles	Testing 1.0%						\$20,187
					Contingency 4%						\$80,749
										Subtotal Priority 5	\$2,119,656



LEGEND

- PRIORITY 1
- PRIORITY 2
- PRIORITY 3
- PRIORITY 4
- PRIORITY 5

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

REVISIONS:

SHEET NUMBER#:
CI.0

21042

**2022 - 2025 STREET IMPROVEMENT PROGRAM
STARKVILLE, MS**

PROPOSED PRIORITIZED IMPROVEMENTS



**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN

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

Drainage Improvements





DATE: JUNE 2021
 DESIGNED BY: CAB
 DRAWN BY: CAB
 CHECKED BY: ECK
 Q.C. BY: WBS
 SCALE: 1" = 200'
 PROJECT #: 19043

REVISIONS:

NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS STARKVILLE, MS **CONCEPTUAL IMPROVEMENTS**

SHEET NUMBER#:
C1.0



**HISTORIC
 STARKVILLE**
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE, ENGINEERING DEPT.
 110 W. MAIN STREET, STARKVILLE, MS 39759
 P: 662-323-2525 F: 662-323-1143



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

18043- NORTHSIDE DRIVE RIPRAP LINED CHANNEL

Cost Estimate for Proposed Improvements

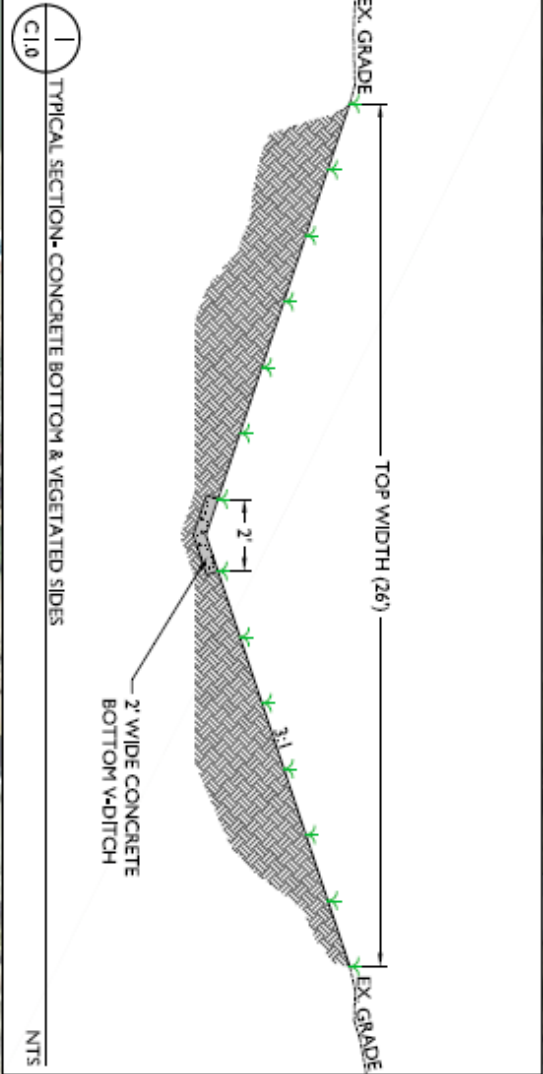
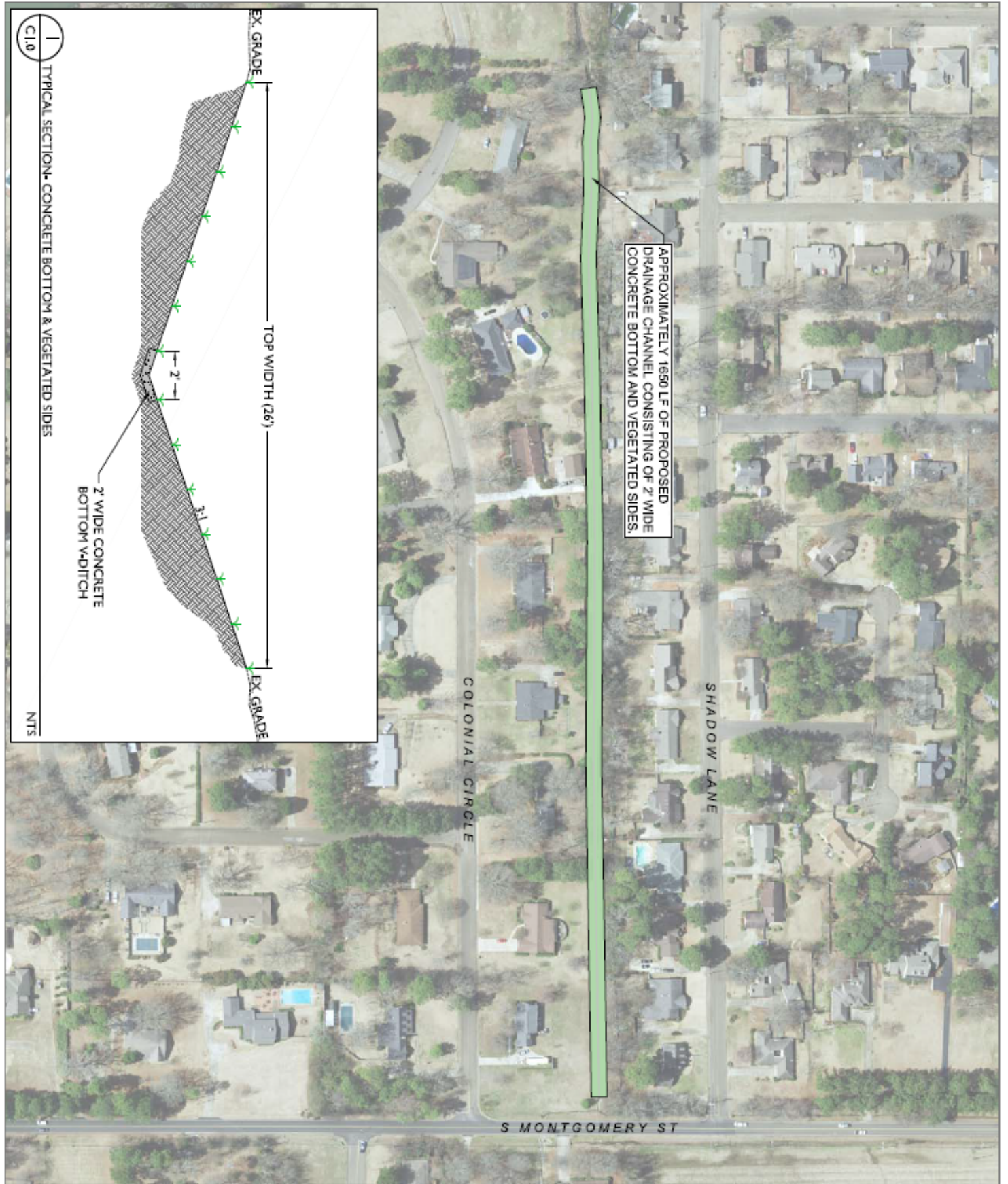
June 2021

Description	Quantity	Unit	Unit Price	Extension
Mobilization (~8%)	1.0	LS	\$ 14,500.00	\$ 14,500.00
Erosion Control	1.0	LS	\$ 3,000.00	\$ 3,000.00
Channel Shaping & Grading	4680.2	SY	\$ 6.00	\$ 28,100.00
Geotextile Fabric	4680.2	SY	\$ 2.50	\$ 11,700.00
200# Riprap	2527.3	TON	\$ 50.00	\$ 126,400.00

Subtotal = \$ 183,700.00

Contingency (15%) = \$ 27,555.00

Projected Total = \$ 211,255.00



DATE: DECEMBER 2021
 DESIGNED BY: CAB
 DRAWN BY: CAB
 CHECKED BY: ECK
 Q.C. BY: WBS
 SCALE: 1" = 20'
 PROJECT #: 18028

SHEET NUMBER:
C1.0

REVISIONS:

COLONIAL CIRCLE
DRAINAGE IMPROVEMENTS
 STARKVILLE, MS
 CONCEPTUAL IMPROVEMENTS



HISTORIC STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE ENGINEERING DEPT.
 180 W. MAIN STREET, STARKVILLE, MS 39759
 P: 662-323-2525 F: 662-323-4843



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

COST ESTIMATE

18028- Colonial Hills Drainage Improvements

September 2021

Pay Item	Quantity	Unit	Unit Price	Extension
Mobilization (~8%)	1.0	LS	\$16,000.00	\$16,000.00
Lawn Irrigation Repair	1.0	LS	\$10,000.00	\$10,000.00
Clearing, Grubbing, & Tree Removal	1.0	LS	\$5,000.00	\$5,000.00
Removal & Disposal of Ex. 36" Pipes	3,280.0	LF	\$6.00	\$19,680.00
Excess Excavation (LVM)	3,305.6	CY	\$15.00	\$49,584.20
Shaping & Grading	4,974.3	SY	\$6.00	\$29,846.06
Soil Stabilization Matting	4,609.9	SY	\$4.00	\$18,439.59
Establishment of Permanent Vegetation via Hydroseed	0.95	AC	\$2,500.00	\$2,381.15
Concrete Channel Bottom	3,280.0	SF	\$15.00	\$49,200.00
Bedding Material for Concrete Channel Bottom	40.5	CY	\$30.00	\$1,214.81
Erosion Control	1.0	LS	\$5,000.00	\$5,000.00

Subtotal =	\$207,000
Engineering Design (2%)=	\$4,140
Contingency (10%) =	\$20,700
Estimated Total =	\$232,000

Traffic Signal Upgrades



AG Job No.: 902E3001Date: August 9, 2021Job: Traffic Signal Renovations and ReplacementsLocation: Starkville, Mississippi

Detailed Estimate of Probable Cost - Summary of Traffic Signal Projects

Signal #	Main Street & Side Street	Priority	Work Required	Cost
1	Louisville & Academy	1	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
5	Louisville & Lynn	2	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$250,000.00
48	Louisville & Yellow Jacket	3	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
29	University & Montgomery	4	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
32	Main & Washington	5	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
31	Main & Lafayette	6	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
30	Main & Jackson	7	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
4	Montgomery & Lynn	8	Replace with new Mast Arms & add Radar Detection	\$200,000.00
27C	Lampkin & Jackson	9	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
27A	Lampkin & Washington	10	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
38	Hwy 182 & Jackson	11	Add Radar Detection - No Advance Detection	\$40,000.00
39	Hwy 182 & Montgomery	12	Add Radar Detection - No Advance Detection	\$40,000.00
40	Hwy 182 & Old West Point	13	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
37	Hwy 182 & Washington	14	Add Radar Detection - No Advance Detection	\$40,000.00
35	Hwy 182 & Long	15	Add Radar Detection - No Advance Detection	\$40,000.00
42	Hwy 182 & Mississippi Boulevard	16	Add Radar Detection - With Advance Detection	\$70,000.00
41	Hwy 182 & Hwy 12 Off Ramp	17	Add Radar Detection - With Advance Detection	\$70,000.00
36	Hwy 182 & School	18	Add Radar Detection - No Advance Detection	\$40,000.00
8	Locksley & Blackjack	19	Add Radar Detection - With Advance Detection	\$70,000.00
47	Russell & Lampkin	20	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
22	Spring & Gillespie	21	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00

Project Completed in Main Street Project

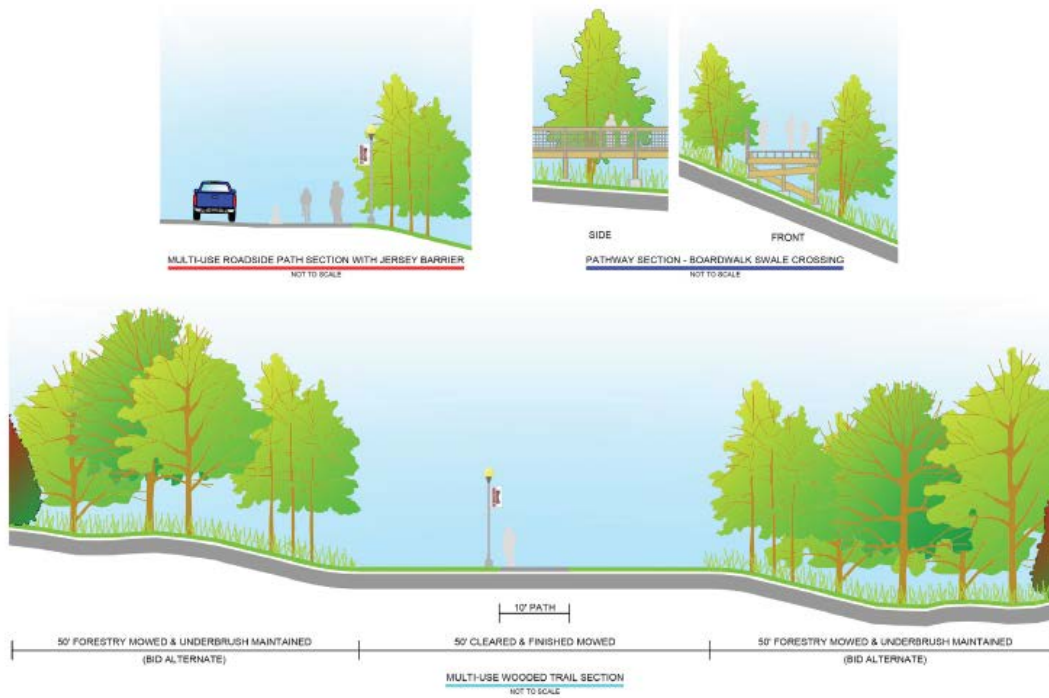
Project Completed in Hwy 182 BUILD Project

Grant Match





Proposed College View Connector Plan



Proposed CollegeView Connector Sections

Budget and Schedule:

Budget

Construction			Total
Earthwork		\$	166,650.00
Roadside		\$	28,000.00
Incidentals		\$	729,100.00
Other (Staking, Traffic, Mobilization)		\$	157,037.50
Construction Total		\$	1,080,787.50
Other			
Professional Fees	8%	\$	86,463.00
Construction Engineering & Inspection	15%	\$	162,118.13
Testing	5%	\$	54,039.38
Contingency	5%	\$	54,039.38
Other Total		\$	356,659.88
TOTAL ESTIMATED COST		\$	1,437,447.38
Federal Share	80%	\$	1,149,957.90
Local Share	20%	\$	287,489.48

Schedule

Mississippi Department of Transportation (MDOT) Award Announcement	1-Jan-21
Professional Selection	1-Feb-21
Plans, Specifications, and Estimate to MDOT	1-Dec-21
MDOT Advertisement Approval	31-Jan-22
Advertisement, Bidding, and Contracting	1-Feb-22
Contractor Notice to Proceed	1-May-22
Constuction Completion	31-Oct-22
Project Closeout	31-Dec-22

Spring Street Connector Project

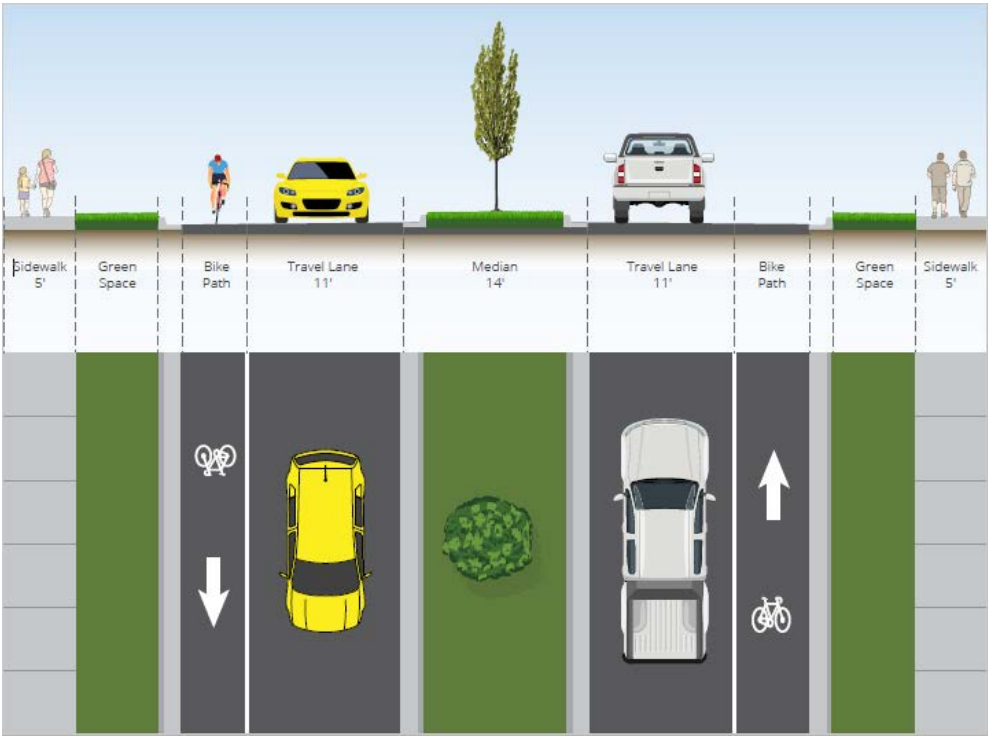


Cost Estimate

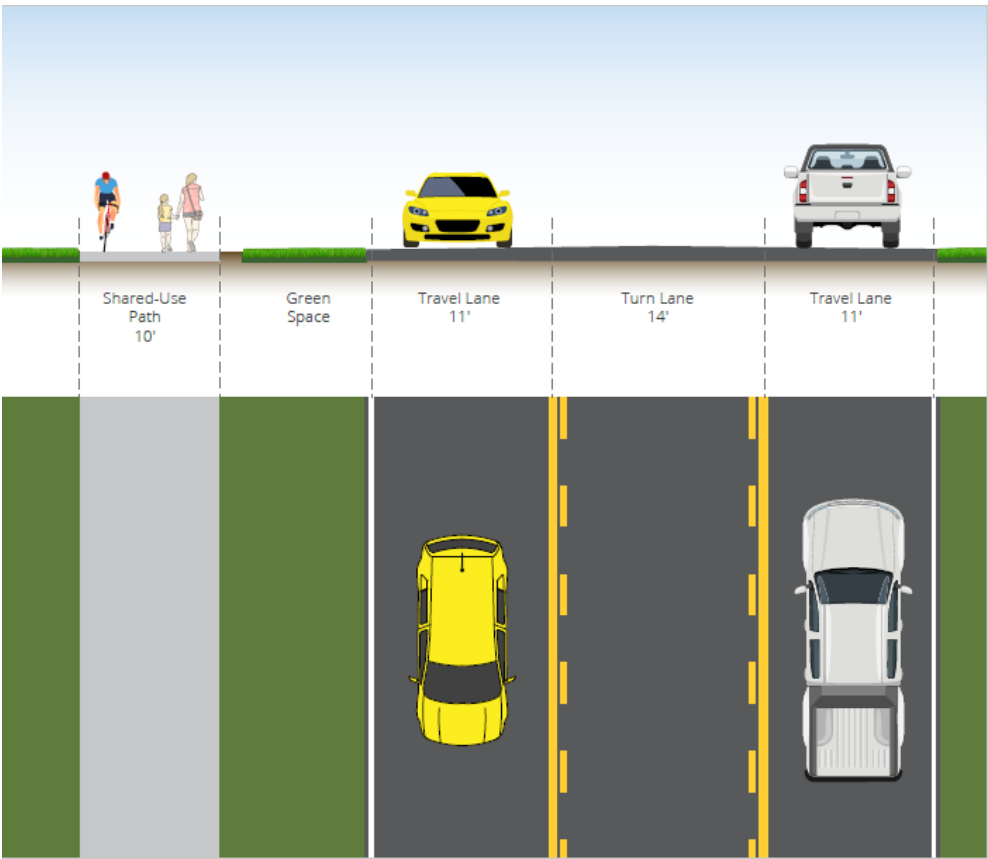
Project Location and Description	Total Project	Design (12%)	Construction	Construction Engineering (10%)	Testing (5%)	Contingency (10%)
Spring Street Bid (north of Highway 12)	\$2,537,152.31	\$239,730.93	\$1,816,143.38	\$199,775.77	\$99,887.89	\$181,614.34
Spring Street Bid (south of Highway 12)	\$422,727.73	\$39,942.78	\$302,596.80	\$33,285.65	\$16,642.82	\$30,259.68
Total for All Bids	\$2,959,880.04	\$279,673.70	\$2,118,740.18	\$233,061.42	\$116,530.71	\$211,874.02

Federal Share (80%)	\$2,367,904.03
Local Share (20%)	\$591,976.01

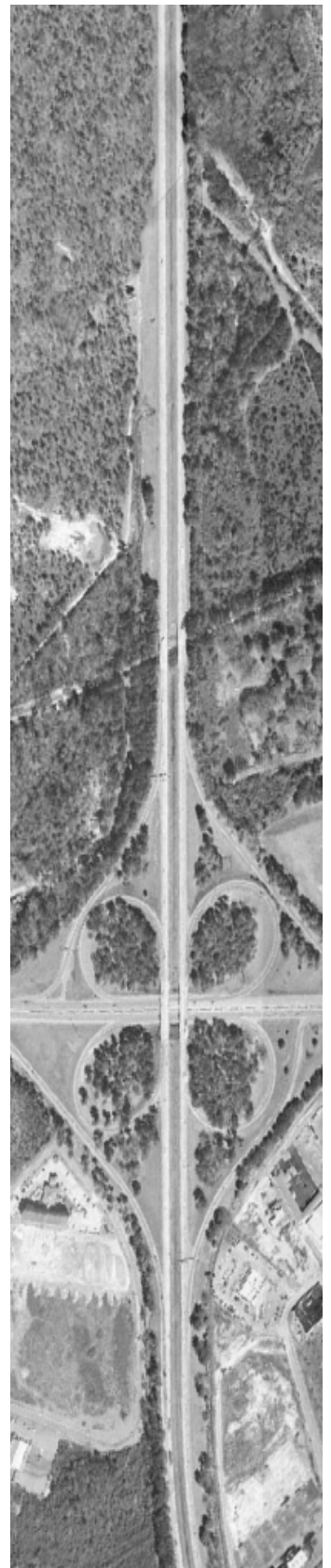
Spring Street Connector Project- north of Highway 12



Spring Street Connector Project- south of Highway 12



Appendix A: Starkville Street Maintenance Program Policy and Thoroughfare Map



STARKVILLE STREET MAINTENANCE PROGRAM POLICY

The Mayor and the Board of Aldermen believe that the city has an obligation to its residents and visitors to provide the safest and most enjoyable experience possible when engaging in business or leisure or travel within our city limits.

The most visible statement of the overall pride in a city comes from its visual impact based on cleanliness and landscaping and quality of the streets. The adoption of this street maintenance policy will in conjunction with the approval of the Complete Streets policy (2017) and the Unified Development Code (2020) and a regional master transportation plan (2021) complete a comprehensive methodology for the future of the street development and maintenance in the City of Starkville.

It is the intent of this policy to provide both an aspirational and achievable goal for maintaining streets through sound fiscal planning and strategic criteria. The specific, timely and financial treatment of street infrastructure has not been subject to a policy directive from the elected body until now.

The Board of Aldermen recognizes that those streets that are most impactful within the city limits are the ones that are most frequently traveled and that are representative of our community by their location and placement of entrances to nodes of business and entertainment. To that end it is the goal of this policy to emphasize that significance and to provide for the overlay and treatment of all roads based on a number of factors outlined in the following narrative and charts.

Overview

The City of Starkville has a comprehensive roadway network of more than 175 miles of streets. The Engineering and Street Department is responsible for the planning, programming and execution of the City's street maintenance program. This entails maintaining all public roadways within the City's jurisdiction limits but does not include private streets, private alleys, state routes maintained by MDOT or roads maintained by Oktibbeha County and Mississippi State University.

The Street Maintenance Program provides the City with an effective strategy to protect the public investment on all public streets and thoroughfares. This program consists of minor reconstruction, resurfacing, overlaying, and other preventative measures of public streets to preserve and extend the life of the pavement. These maintenance measures prevent the City from paying higher costs for more extensive street repairs in the future and helps to extend the life expectancy of the pavement.

This policy will provide guidance for future infrastructure investment prioritization and strategies.

Policy and Program Goals

The City of Starkville's pavement maintenance program and policy goals are to:

- Maintain the road system to provide a safe and functional condition.
- Perform preventative maintenance to streets to delay the need for more costly surface treatments.
- Perform asphalt overlays to rehabilitate streets and extend street service life.
- Implement a long range maintenance strategy that can be consistently funded
- Prioritize roadways based on use, functionality and impact to the community

- Support a program that includes overlay of entire streets rather than partial street overlays whenever possible and when not fiscally possible by identifiable segments leaving the least negative visual impact from partial or segmented overlay projects

Thoroughfare Map and Classification

The City of Starkville will adopt and periodically update the Thoroughfare map which will classify roadways into different categories based on roadway type, use, traffic volumes and vehicle use types. The classification of roadways and their corresponding definitions are:

Principal Arterials. These roadways serve major activity centers, are the highest traffic volume corridors (with the exception of Interstates), have the longest trip demands, carry a high proportion of total urban travel on a minimum amount of mileage and interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban areas and movements through urban areas. Examples of this type of roadway are Highway 12 and Highway 25.

Minor Arterials. Minor Arterials provide service for trips of moderate length at a somewhat lower level of travel mobility, distribute traffic to smaller geographic areas, provide more land access than Principal Arterials without penetrating identifiable neighborhoods and offer connectivity to the higher Arterial system. Examples of this type of roadway are Stark Road, South Montgomery Street, and Garrard Road.

Collector Streets. These facilities provide both land service and traffic movement functions. Collectors serve as intermediate feeders between arterials and local streets and primarily accommodate short distance trips. Since collector streets are not intended to accommodate long through trips, they are generally not continuous for any great length. Examples of this type of roadway are Gillespie Street, Hiwassee Drive, Critz Street.

Local Streets. Consists of all roads not defined as arterials or collectors. Local streets typically support direct access to homes and are generally designed for slow speeds. Examples of this type of roadway are neighborhood streets and low traffic roads.

Based on the October 2020 Thoroughfare Map, the City has approximately the following amounts of roadways based on classification:

Roadway Type	Street Length		Lane Mile Length*	
Principal Arterials**	36.2	Miles	144.8	Miles
Minor Arterials	29.6	Miles	69.3	Miles
Collector Streets	17.9	Miles	35.8	Miles
Local Streets	81.4	Miles	162.9	Miles
Private/ Non-City Owned Streets	11.2	Miles	22.4	Miles
Total	176.3	Miles	435.2	Miles

* A lane mile is a mile of roadway in a single driving lane. The total lane mileage of a highway is found by multiplying the centerline mileage of a road by the number of lanes it has.

** All Principal Arterials located within the City of Starkville are owned and maintained by the Mississippi Department of Transportation.

Pavement Maintenance Strategies

The City will employ various pavement maintenance strategies to maximize the service life of roads with minimal maintenance cost while maintaining and improving traffic safety. These strategies will depend on the roadway type, condition and anticipated loads. Some of those methods are described below.

Maintenance Overlay. One or more layers of hot mix asphalt placed over an existing pavement to restore or increase its load carrying capacity.

Full-Depth Patching. Removal and replacement of a failed segment of pavement to the level of the subgrade or lower in order to restore structural integrity

Milling. Process which removes several inches of existing asphalt which is then replaced with a new layer of asphalt. This treatment is generally used where existing grades need to be maintained such as curb and gutter streets.

Crack Filling. The placement of asphalt or other elastic materials into medium and larger cracks to prevent the intrusion of water and incompressible material.

Slurry Seal. A mixture of emulsified asphalt and fine aggregate used to fill cracks, restore surface texture, and protect aging asphalt surfaces.

Fog Seal. A light application of asphalt emulsion diluted with water and without the addition of any aggregate applied to the surface of asphalt pavements. Fog seals renew aged surfaces, and seal small cracks and surface voids. Research shows that the addition of fog seals to new pavements extends their initial life.

Pavement Maintenance Prioritization

Recommendation of pavement maintenance of streets or street segments is done through a process involving analysis, testing, and engineering staff experience rather than age of roadway.

Prioritize based on condition. Streets are not always prioritized on a “worst first” basis. The pavement maintenance policy’s objective is to keep street segments from falling into the reconstruction category, which typically costs four to five times more per lane mile than rehabilitation. By providing maintenance to a street before it significantly deteriorates, 10 to 20 years of useful life can be added to a street at a substantial cost savings over reconstruction. Once a street has deteriorated to the point that it must be reconstructed, the opportunity for preventive street maintenance is lost. For these reasons, streets that are categorized as overlay projects receive the highest priority for corrective treatment. Reconstruction projects typically require substantial investment and are typically prioritized through Capital Improvement funds.

Further, it is understood that City roadways are constructed differently based on age, methods and materials utilized at the time of construction. The roadway performance over time is directly related to the type and quality of construction. Therefore, pavement testing and analysis should be performed in conjunction with roadway prioritization and maintenance strategies.

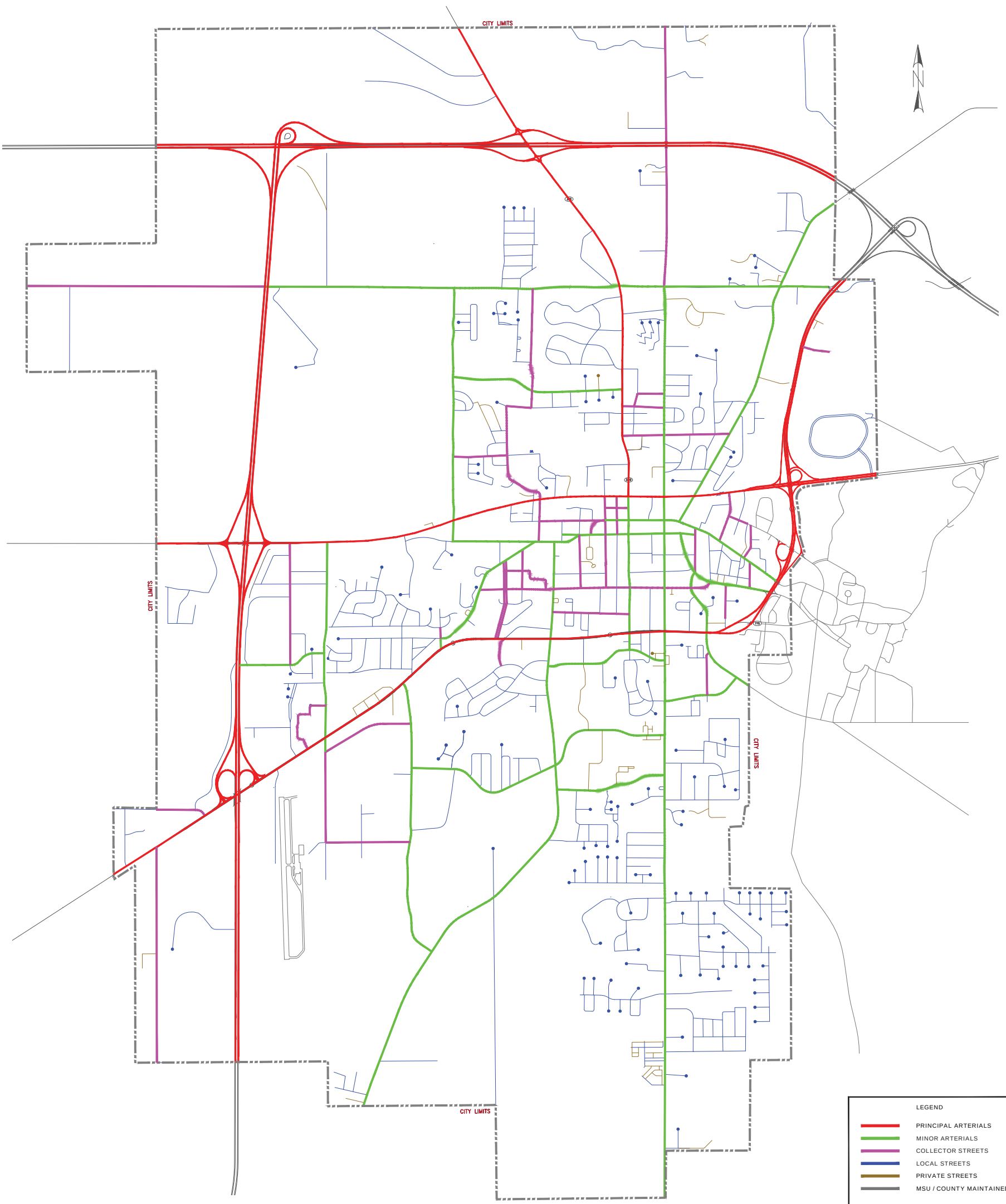
Prioritize based on classification. Roadways that experience the largest amount of traffic incur the most frequent and often the highest loads. These higher classification roadways are used by businesses, the largest number of residents as well as visitors to the community and therefore, should be maintained to a higher level than the lower classification roadways. Frequency of pavement maintenance and the resulting estimated mileage improvement per year should be as follows:

Roadway Type	Overlay Frequency		Lane Miles/ Year		Est. Length/ Year	
Minor Arterials	10	Years	6.9	L. Miles	3.0	Miles
Collector Streets	15	Years	2.4	L. Miles	1.2	Miles
Local Streets	20	Years	8.1	L. Miles	4.1	Miles
Total			17.5	L. Miles	8.2	Miles

Pavement Maintenance Program Funding

In order to develop a proposed funding level needed to complete the pavement maintenance program, several assumptions must be made estimating the projected costs of asphalt, repairs, milling, and striping. These costs should be updated regularly based on current construction prices.

Estimated Roadway asphalt overlay yearly cost	\$ 1,098,688
Estimated Roadway asphalt repair yearly cost	\$ 252,698
Estimated Roadway milling yearly cost	\$ 164,803
Estimated Roadway striping yearly cost	\$ 279,500
Subtotal Yearly Pavement Maintenance	\$ 1,795,690



CITY OF STARKVILLE, MISSISSIPPI

THOROUGHFARE MAP

NOVEMBER 2020

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 30, 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	\$ 254,711.94
Airport Fund	015	27,736.21
Sanitation	022	15,204.02
Computer Assessments	107	175.00
Industrial Park Bond	303	10,733.54
Public Improv Bonds - 2018	319	19,630.54
BUILD Grant	377	4,780.97
Park Bond - 2020	380	548,013.16
Trust & Agency	610	36,668.13
Economic Dev, Tourism	630	123,571.16
Payroll	681	10,629.83
Sub Total Before Utilities		\$1,051,854.50
Utilities Dept.	SED	417,161.29
Total Claims	Total	\$1,469,015.79

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until December 21, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK

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

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, December 17, 2021 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Attorney Chris Latimer was 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 Henry Minor of Kimley-Horn who presented and discussed the proposed master plan designs for the parks.

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

SIGNED AND SEALED THIS THE 4TH DAY OF JANUARY, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



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

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

The public and media are invited to attend.

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



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

December 17, 2021

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF THE MASTER PLAN DESIGNS FOR THE PARKS BY
HENRY MINOR OF KIMLEY-HORN.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE DECEMBER 21, 2021,
RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: January 4, 2022
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**
- **ARTICLE I. - IN GENERAL**
- **Secs. 94-1—94-25. - Reserved.**
- **ARTICLE II. - COLLECTION**
- **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

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 two or more units under one roof.

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 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.

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 marked recycling bags or stationary recycling containers provided by the City of Starkville or its contractor for residential or commercial recycling use.

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".

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.).

(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.

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 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 seven-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 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.

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

Residential containers. Each resident may 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. 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.

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.

(c) *Use of city-owned containers.* The city may furnish refuse containers owned by the city to all commercial and multi-unit dwelling unit 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.

(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.

- (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 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 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.

(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 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 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 any recommendations for consideration to the board of aldermen.

(Ord. No. 2011-3, § 5, 8-2-11)

- **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 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.

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 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.

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.

- (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.

(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 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.

(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.

(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.

(Ord. No. 2011-3, § 7, 8-2-11)

- **Sec. 94-33. - Prohibited acts.**

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) 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 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.**

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.
- (i) (h) Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department. 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.
- (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 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.
- (k) Any solid waste not placed for collection in conformance with the provisions of this article will not be removed by the city.
- (l) Landscape and yard maintenance solid waste placed at curbside shall be limited to 20 cubic yards of material, during one week.
- (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)

- **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.
- (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. 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 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 solid waste containers.**

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

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 04, 2022
Page: 1

SUBJECT:

Consideration of the hiring of Christopher Smiley as a Sanitation Director in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Salary of \$75,000.00 (\$36.06 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Calvin Ware who retired in April.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Christopher Smiley as a Sanitation Director in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: January 4, 2022
PAGE: 1

SUBJECT: Request Approval to Accept the Airport Rescue Grant Offer, Grant No. 3-28-0068-027-2022 in the Amount of \$59,000

AMOUNT & SOURCE OF FUNDING: 100% from the FAA Airport Rescue Grant

FISCAL NOTE: Application submitted on July 7, 2021

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Accept the Airport Rescue Grant Offer, Grant No. 3-28-0068-027-2022 in the Amount of \$59,000



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

FAA JAN ADO
Jackson Airports District
Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

Airport Rescue Grant Transmittal Letter

December 8, 2021

The Honorable Lynn Spruill
Mayor of Starkville
City of Starkville
Starkville, Mississippi

Dear Mayor Spruill:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-28-0068-027-2022 for George M Bryan Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 6, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Black", written in a cursive style.

Rans Black
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 8, 2021

Airport/Planning Area George M Bryan Airport

Airport Rescue Grant No. 3-28-0068-027-2022

Unique Entity Identifier 095707444

TO: City of Starkville, Mississippi

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 7, 2021, for a grant of Federal funds at or associated with the George M Bryan Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the George M Bryan Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to George M Bryan incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:
 - \$59,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 6, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 8, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 8, 2021

City of Starkville, Mississippi

(Name of Sponsor)



Lynn Spruill (Dec 8, 2021 14:23 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Lynn Spruill

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Starkville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 7, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: January 4, 2022
PAGE: Page 1 of 4

SUBJECT:

Discussion of a request for acknowledgement by the City of Starkville that TEP Starkville, LLC be allowed to construct an access road into TEP Starkville, LLC's property having Parcel ID#'s of 117-25-021.00 and 117F-00-001.00.

SUMMARY:

TEP Starkville, LLC purchased the former City lagoon several years ago which is a 20.34 AC parcel located just east of the La Quinta Hotel and Walk-ons development. Currently, the property does not have public roadway access so the owner is proposing to build a public roadway connecting the eastern terminus of Market Street to their south property line through an adjacent property. TEP Starkville, LLC has negotiated with the adjacent property owner to build a public roadway meeting City standards within a 50' strip of right-of-way which is being proposed to be dedicated to the City once construction is complete and the City has approved and inspected the roadway. The property is located east of Veteran's Memorial Dr. (Hwy 12) and south of MS Hwy 82, and more specifically located adjacent to and east of the La Quinta Inn, on the property that previously served as the City of Starkville sewer lagoon (abandoned).

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:



GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 York Avenue, Memphis, TN 38104
(662) 312-9672

December 27, 2021

Daniel Havelin, AICP, PLA
City Planner, City of Starkville
110 West Main Street
Starkville, MS 39759

RE: Public Road Acknowledgment Request
The Row Development – TEP Starkville
Starkville, MS

Dear Daniel:

On behalf of TEP Starkville, LLC, we are requesting acknowledgement by the City of Starkville that we be allowed to construct an access road into TEP Starkville, LLC's property having Parcel ID#'s of 117-25-021.00 and 117F-00-001.00. The property is located east of Veteran's Memorial Dr. (Hwy 12) and south of MS Hwy 82, and more specifically located adjacent to and east of the La Quinta Inn, on the property that previously served as the City of Starkville sewer lagoon (abandoned).

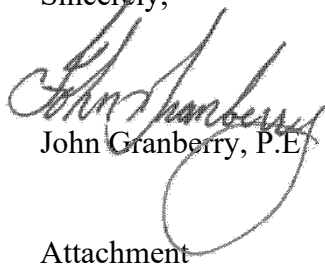
TEP Starkville has previously submitted and acquired approval of a Site Plan (The Row) in January of 2019; however, since that time very little has taken place in the way of developing The Row and the property. As shown on those Site Plans, our access into the property was to be from the south and from a proposed access road that will connect to the existing Market Street (adjacent to and south of the Neighborhood Walmart). The access road will extend from the end of Market Street to the north (behind/east of Neighborhood Walmart) to TEP Starkville's southern property line, more specifically the southeast corner of the property. This section of the access road is currently what TEP Starkville is planning to construct, and is what they are requesting acknowledgment by the City that, in the event the access road is constructed in accordance with the City of Starkville's standards and regulations, the City would accept this section of the road as a public road.

TEP Starkville understands that acceptance of the road by the City would be subject to substantial completion of the future Site Plan construction. In the event the road is completed and the Site Plan construction has not been completed and TEP Starkville does want the City to accept the road, TEP Starkville shall guarantee the structure and condition of the road for a period of five (5) years after acceptance of the road by the City. Said guarantee shall be held in place by way of a Letter of Credit, cashier's check, or applicable Bond in favor of the City. Also, if construction were to take place after the five (5) year warranty period and the roadway is used as the construction entrance to TEP Starkville's development, TEP Starkville will provide an additional warranty bond for damages to the road that may occur and are caused by construction traffic from our site development.

The design and layout for this access road have not changed from the original approval of The Row Site Plan, and the typical section of the proposed access road is a 2 lane, divided median roadway with an 8' wide sidewalk located on one side of the road. We know that the request of this letter (acknowledgement by the City of potential acceptance of a public road) is not approval of the road and or construction plans or allows for any construction activities to take place on the property; therefore, if the City does approve our request, we will submit more detailed construction plans for approval.

Attached is an "Access Road Exhibit" which shows the location of the road and the typical section of the road, as planned. If any other information is needed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John Granberry", is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

John Granberry, P.E.

Attachment



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:1/4/2022
PAGE: 1

SUBJECT: Consideration of approval of Change Order #3 in the amount of \$169,100.00 for the Sportsplex parking lot for the asphalt alternate.

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

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering Department

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

This change order is adding the alternate bid amount to the construction contract in the amount of \$196,100. The Board approved accepting the alternate on 12/21/21 and the work has been completed.

SUGGESTED MOTION: Move for approval of Change Order #3 in the amount of \$169,100.00 for the Sportsplex parking lot for the asphalt alternate.

Change Order

No. 3

Date of Issuance: 1/4/22 Effective Date: 1/4/22

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:

Addition of Alternate B2.2 to contract

Reason for Change Order: City decided to add this alternate to contract after rejecting bids for asphalt pavement.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 3:

\$8,736.74

Contract Price prior to this Change Order:

\$860,036.74

Increase of this Change Order:

\$169,100.00

Contract Price incorporating Change Order:

\$1,029,136.74

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. 3:

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): 1/22/22

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

Contract Times with all approved Change Orders:

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

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

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 01/04/2022
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 January 04, 2022 is \$1,741,238.07
Of which the claims amount for Starkville Utilities is \$413,778.81

**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.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 12/23/2021 - 12/29/2021

Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
ACTIVE SOLUTIONS, LLC	2029	2029	REED ROAD CAMERA	001-000-160-698	4,577.38
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-000-054-208	45.48
CADENCE /ELAN VISA	53320586	53320586	INDEED ADVERTISING	001-000-053-206	64.40
CADENCE /ELAN VISA	53320586	53320586	INDEED ADVERTISING	001-000-054-205	64.41
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-000-053-206	7,055.70
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-000-053-206	6,058.00
WALMART- CAPITAL ONE	INV0034241	INV0034241	REFRESHMENATS FOR FF GRA	001-000-160-697	26.06
CADENCE /ELAN VISA	54175316	54175316	INDEED ADVERTISING	001-000-053-206	255.50
CADENCE /ELAN VISA	54175316	54175316	INDEED ADVERTISING	001-000-054-205	255.51
Outstanding Total:					18,402.44
Department 000 - UNDESIGNATED Total:					18,402.44
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
MS MUNICIPAL LEAGUE	33721	33721	MML MID WINTER CONFERE	001-100-610-350	135.00
MS MUNICIPAL LEAGUE	33721	33721	MML MID WINTER CONFERE	001-100-610-350	135.00
MS MUNICIPAL LEAGUE	33721	33721	MML MID WINTER CONFERE	001-100-610-350	135.00
MS MUNICIPAL LEAGUE	33721	33721	MML MID WINTER CONFERE	001-100-610-350	135.00
Outstanding Total:					540.00
Department 100 - BOARD OF ALDERMEN Total:					540.00
Department: 110 - MUNICIPAL COURT					
Outstanding					
AMAZON CAPITAL SERVICES, I	1DVQ-CFHH-4YDK	1DVQ-CFHH-4YDK	PAPER, TONER, OFFICE SUPPLI	001-110-501-200	299.14
TYLER TECHNOLOGIES	025355634	025355634	COURT ANNUAL FEE	001-110-918-805	2,083.33
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-110-491-135	250.00
CANON FINANCIAL SERVICES,	27799004	27799004	CONTRACT/USAGE	001-110-604-330	127.35
CANON FINANCIAL SERVICES,	27799009	27799009	CONTRACT/USAGE	001-110-604-330	104.74
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-110-604-330	690.00
JEREMY FORTNEY	INV0034248	INV0034248	COURT OBLIGATIONS	001-110-600-301	129.92
SCOTTIE THOMAS MONTGOM	INV0034249	INV0034249	COURT OBLIGATIONS & MILE	001-110-600-301	628.16
Outstanding Total:					4,312.64
Department 110 - MUNICIPAL COURT Total:					4,312.64
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-111-604-330	142.48
Outstanding Total:					142.48
Department 111 - YOUTH COURT Total:					142.48
Department: 120 - MAYORS OFFICE					
Outstanding					
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-120-604-330	90.95
MS MUNICIPAL LEAGUE	33721	33721	MML MID WINTER CONFERE	001-120-610-350	135.00
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-120-491-135	50.00
CANON FINANCIAL SERVICES,	27799008	27799008	CONTRACT/USAGE	001-120-604-330	86.89
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-120-604-330	10.00
Outstanding Total:					372.84
Department 120 - MAYORS OFFICE Total:					372.84
Department: 123 - IT					
Outstanding					
TYLER TECHNOLOGIES	130124076	130124076	SERVER MAINTENANCE	001-123-918-805	8,256.46

Expense Approval Report

Post Dates: 12/23/2021 - 12/29/2021

Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-123-604-330	90.95
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-123-491-135	550.00
CANON FINANCIAL SERVICES,	27798999	27798999	CONTRACT/USAGE	001-123-604-330	113.00
Outstanding Total:					9,010.41
Department 123 - IT Total:					9,010.41

Department: 142 - CITY CLERKS OFFICE

Outstanding

MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-142-491-135	500.00
Outstanding Total:					500.00
Department 142 - CITY CLERKS OFFICE Total:					500.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

FEDEX	9-610-30156	9-610-30156	LATE FEE	001-145-691-550	7.76
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-145-604-330	45.48
SULLIVAN'S OFFICE SUPPLY, IN	68762	68762	NAMEPLATE CINDY PERKINS	001-145-501-200	18.95
CANON FINANCIAL SERVICES,	27798998	27798998	CONTRACT/USAGE	001-145-604-330	486.30
CANON FINANCIAL SERVICES,	27799004	27799004	CONTRACT/USAGE	001-145-604-330	127.34
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-145-604-330	180.00
Outstanding Total:					865.83
Department 145 - OTHER ADMINISTRATIVE Total:					865.83

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSUR	1194302	1194302	KENNETH WATKINS BOND RE	001-159-620-371	250.00
REYNOLDS/RENASANT INSUR	1194303	1194303	THOMAS ROBERSON BOND R	001-159-620-371	250.00
REYNOLDS/RENASANT INSUR	1197872	1197872	BOND RENEWAL	001-159-620-371	175.00
Outstanding Total:					675.00
Department 159 - BONDING-CITY EMPLOYEES Total:					675.00

Department: 180 - HUMAN RESOURCES

Outstanding

FEDEX	1513-2518-1	1513-2518-1	PAYROLL SERVICES	001-180-691-505	72.32
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-180-491-135	300.00
CANON FINANCIAL SERVICES,	27798999	27798999	CONTRACT/USAGE	001-180-604-330	112.99
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-180-604-330	10.00
Outstanding Total:					495.31
Department 180 - HUMAN RESOURCES Total:					495.31

Department: 190 - CITY PLANNER

Outstanding

MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-190-491-135	350.00
CANON FINANCIAL SERVICES,	27799008	27799008	CONTRACT/USAGE	001-190-604-330	86.88
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-190-604-330	20.00
CADENCE /ELAN VISA	60164292	60164292	LAND ARCH IN STATE RENEWA	001-190-690-553	206.96
Outstanding Total:					663.84
Department 190 - CITY PLANNER Total:					663.84

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

BRISLIN, INC	211016	211016	LABOR/MILEAGE	001-192-630-403	445.50
BRISLIN, INC	211211	211211	LABOR/MILEAGE	001-192-630-403	196.40
LOWE'S	INV0034232	INV0034232	SCREWS/NUTS 6QT CONTAIN	001-192-630-410	15.08
NORTHEAST EXTERMIN- CITY	INV0034224	INV0034224	PEST CONTROL	001-192-600-338	45.00
ATMOS ENERGY	INV0034281	INV0034281	MONTHLY CHARGES	001-192-625-380	1,559.17
CINTAS	4105073026	4105073026	SUPPLIES	001-192-510-220	69.11
CINTAS	4105073048	4105073048	SUPPLIES	001-192-510-220	67.84
PETTY CASH VOUCHERS	INV0034244	INV0034244	TRASH BAGS	001-192-510-220	8.97
CINTAS	4105914612	4105914612	SUPPLIES	001-192-510-220	11.97
CINTAS	4105914619	4105914619	SUPPLIES	001-192-510-220	14.71

Expense Approval Report

Post Dates: 12/23/2021 - 12/29/2021

Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
JAN-PRO OF MS	866489	866489	JANUARY JANITORIAL SERVICE	001-192-600-338	1,619.00
Outstanding Total:					4,052.75
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,052.75
Department: 197 - ENGINEERING					
Outstanding					
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-197-491-135	1,250.00
CANON FINANCIAL SERVICES,	27799008	27799008	CONTRACT/USAGE	001-197-604-330	86.89
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-197-604-330	40.00
Outstanding Total:					1,376.89
Department 197 - ENGINEERING Total:					1,376.89
Department: 201 - POLICE DEPARTMENT					
Outstanding					
MID-SOUTH UNIFORM & SUP	621870	621870	POLICE DUTY EQUIPMENT	001-201-730-544	4,255.80
STARKVILLE COUNSELING ASS	INV0034273	INV0034273	EVALUATION & INDIVIDUAL T	001-201-600-300	50.00
WALTMON FRAME AND BODY	14508	14508	SHOP REPAIRS AND MAINTEN	001-201-630-360	2,086.05
TYLER DAVIS	INV0034227	INV0034227	CLOTHING ALLOWANCE REIM	001-201-535-233	500.00
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-201-604-330	90.95
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-201-604-330	45.46
SPECIALTY ORTHOPEDIC GRO	INV0034274	INV0034274	PRISONER MEDICAL EXPENSE	001-201-541-240	2,943.00
ARMY NAVY PAWN SHOP	113021AC	113021AC	UNIFORMS	001-201-535-233	1,070.00
POLLAN & ASSOC. PA	21720	21720	UNIFORMS	001-201-535-233	495.92
AT&T-NCIC MONITOR LINE	3133520407	3133520407	DPS NCIC MONTHLY CHARGES	001-201-604-330	222.45
AT&T VPN SERVICE	9808906600	9808906600	VPN PHONE USAGE 11.1-11.3	001-201-604-330	205.61
MAXXSOUTH BROADBAND	INV0034229	INV0034229	WIRELESS MODEM 12.6-1.5.2	001-201-604-330	79.06
RAYMOND'S AUTO REPAIR	4417	4417	SHOP REPAIRS & MAINTENAN	001-201-630-360	1,085.00
MID-SOUTH UNIFORM & SUP	623911	623911	UNIFORMS	001-201-535-233	210.00
DPS CRIME LAB	90112463	90112463	PROFESSIONAL SERVICES NAR	001-201-600-300	840.00
PARKER MADEEN	138377	138377	REIMBURSE CPL MADEEN VET	001-201-600-300	349.00
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-201-491-135	30,700.00
CADENCE /ELAN VISA	INV0034230	INV0034230	ROOMS FOR POLICE TRAININ	001-201-690-552	365.04
R&M TIRES	1135716	1135716	SHOP REPAIRS AND MAINTEN	001-201-630-360	414.98
IVY AUTO PARTS, LLC.	676753	676753	BATTERY	001-201-630-360	126.96
IVY AUTO PARTS, LLC.	676794	676794	BATTERY	001-201-630-360	126.96
GOLDEN TRIANGLE PLANNIN	11314	11314	GPS MAPPING	001-201-556-251	60.00
HOLOSUN TECHNOLOGIES, IN	74146	74146	SUPPLIES	001-201-730-550	2,792.88
R&M TIRES	1135782	1135782	OIL CHANGE AND TIRE ROTATI	001-201-630-360	105.50
PARKER CDJR*	126857	126857	OIL CHANGE	001-201-630-360	70.65
AMAZON CAPITAL SERVICES, I	14VL-QT1L-QGX7	14VL-QT1L-QGX7	OFFICE SUPPLIES	001-201-501-200	198.18
LONDON BRIDGE TRADING C	254085	254085	SUPPLIES	001-201-730-550	1,972.84
MID-SOUTH UNIFORM & SUP	624024	624024	UNIFORMS	001-201-535-233	3,731.24
MID-SOUTH UNIFORM & SUP	624055	624055	UNIFORMS	001-201-535-233	1,869.74
WALMART- CAPITAL ONE	INV0034228	INV0034228	OFFICE SUPPLIES	001-201-501-200	42.82
EAST MISSISSIPPI LUMBER CO	INV0034231	INV0034231	SUPPLIES	001-201-556-251	17.58
CANON FINANCIAL SERVICES,	27799002	27799002	CONTRACT/USAGE	001-201-635-369	400.00
CANON FINANCIAL SERVICES,	27799003	27799003	CONTRACT/USAGE	001-201-635-369	56.37
CANON FINANCIAL SERVICES,	27799005	27799005	CONTRACT/USAGE	001-201-635-369	258.07
CANON FINANCIAL SERVICES,	27799007	27799007	MONTHLY ADMIN PHONES A	001-201-604-330	99.21
ARMY NAVY PAWN SHOP	17333	17333	SUPPLIES	001-201-556-251	87.00
WILD HEDGEHOG LLC	19647	19647	SUPPLIES	001-201-730-550	1,958.00
MID-SOUTH UNIFORM & SUP	624239	624239	UNIFORMS	001-201-535-233	3,731.24
CAPITOL HARDWARE COMPA	0129081-IN	0129081-IN	SUPPLIES	001-201-501-200	93.50
TWISTED GRAPHIX, LLC	1249	1249	SHOP REPAIRS AND MAINTEN	001-201-630-360	250.00
TWISTED GRAPHIX, LLC	1250	1250	SHOP REPAIRS AND MAINTEN	001-201-630-360	1,176.00
SULLIVAN'S OFFICE SUPPLY, IN	69229	69229	SUPPLIES	001-201-501-200	31.83
AT&T-NCIC MONITOR LINE	INV0034276	INV0034276	NCIC MONITORING	001-201-604-330	41.66
R&M TIRES	1135889	1135889	REPAIRS & MAINTENANCE	001-201-630-360	26.97
ACCURATE LAW ENFORCEME	20-1681	20-1681	SUPPLIES	001-201-556-251	2,423.00
APPLIED CONCEPTS, INC.-STAL	394827	394827	POLICE SUPPLIES	001-201-556-251	2,264.75
SHEPS CLEANERS-POLICE ACC	46435	46435	UNIFORMS	001-201-535-233	27.00

Expense Approval Report

Post Dates: 12/23/2021 - 12/29/2021

Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
SHEPS CLEANERS-POLICE ACC	46922	46922	UNIFORMS	001-201-535-233	18.00
PAFFORD EMERGENCY MEDIC	6112138068	6112138068	PRISONER TRANSPORT MARQ	001-201-541-240	1,574.00
SKD TACTIAL LLC	46369	46369	12 PAIR TACTICAL GLOVES	001-201-730-550	344.00
NORTHEAST EXTERMINATING	INV0034245	INV0034245	DEC 2021 BLDG SPRAYED	001-201-600-300	50.00
ATMOS ENERGY	INV0034281	INV0034281	MONTHLY CHARGES	001-201-625-380	5,016.20
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-201-604-330	40.00
ACCURATE LAW ENFORCEME	20-1688	20-1688	SUPPLIES	001-201-556-251	1,218.60
MAGNOLIA BOTTLED WATER	49539	49539	SUPPLIES (6) 5 GAL	001-201-501-200	48.00
STARKVILLE NARCOTICS	INV0034233	INV0034233	VARIOUS INFORMANT FEES	001-201-600-304	2,255.00
FUELMAN / FLEETCOR	INV0034260	INV0034260	12.13.21-12.19.21	001-201-525-231	3,174.13
SPECIALTY ORTHOPEDIC GRO	INV0034275	INV0034275	PRISONER MEDICAL EXPENSE	001-201-541-240	75.01
VILLAGE ANIMAL HOSPITAL, P	#1	#1	IN HOUSE LABS KOJACK	001-201-600-300	299.50
HOLOSUN TECHNOLOGIES, IN	74211	74211	PISTOL OPTICS	001-201-730-550	3,152.28
DOLAN CONSULTING GROUP,	L2203-1221-0355-0357	L2203-1221-0355-0357	TRAINING	001-201-690-552	195.00
DOLAN CONSULTING GROUP,	L2203-1221-0356-0358	L2203-1221-0356-0358	TRAINING	001-201-690-552	95.00
DOLAN CONSULTING GROUP,	L2203-1221-0357-0359	L2203-1221-0357-0359	TRAINING	001-201-690-552	95.00
DOLAN CONSULTING GROUP,	L2203-1221-0358-0360	L2203-1221-0358-0360	TRAINING	001-201-690-552	95.00
DOLAN CONSULTING GROUP,	L2203-1221-0359-0361	L2203-1221-0359-0361	TRAINING	001-201-690-552	95.00
DOLAN CONSULTING GROUP,	L2203-1221-0360-0362	L2203-1221-0360-0362	TRAINING	001-201-690-552	95.00
BOARDTOWN ENGRAVING	112221A	112221A	AWARDS PLAQUES (14)	001-201-600-300	490.00
M.T.O.A	INV0034247	INV0034247	TRAINING	001-201-690-552	900.00
FUELMAN / FLEETCOR	INV0034259	INV0034259	12.20.21-12.26.21	001-201-525-231	2,387.97
				Outstanding Total:	91,760.96

Department 201 - POLICE DEPARTMENT Total: 91,760.96

Department: 261 - FIRE DEPARTMENT

Outstanding

SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	001-261-604-330	570.22
UNIVERSITY SCREENPRINT	4277	4277	HOODIES	001-261-535-233	1,184.50
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-261-491-135	33,855.46
JEROME CLARK	INV0034242	INV0034242	MEAL/FIRE CHIEF CONFERENC	001-261-600-390	14.58
TYLER A. DAVIS	INV0034283	INV0034283	HOTEL/MEALS/MILEAGE FOR	001-261-600-390	995.93
CANON FINANCIAL SERVICES,	27799001	27799001	COPIER CHARGES	001-261-604-330	238.64
LOWE'S-FIRE	INV0034250	INV0034250	SUPPLIES	001-261-555-250	46.16
QUILL CORPORATION	21678733	21678733	OFFICE SUPPLIES	001-261-501-200	6.69
QUILL CORPORATION	21687347	21687347	OFFICE SUPPLIES	001-261-501-200	250.98
QUILL CORPORATION	21688359	21688359	OFFICE SUPPLIES	001-261-501-200	154.92
QUILL CORPORATION	21689714	21689714	OFFICE SUPPLIES	001-261-501-200	52.47
STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	001-261-625-380	914.52
GALLS INC	020017434	020017434	BOOTS	001-261-535-233	246.40
O'REILLY AUTO PARTS	0997-229661	0997-229661	SUPPLIES	001-261-630-360	29.46
ATMOS ENERGY	INV0034281	INV0034281	MONTHLY CHARGES	001-261-625-380	939.84
ATMOS ENERGY	INV0034281	INV0034281	MONTHLY CHARGES	001-261-625-380	309.35
LOWE'S-FIRE	INV0034239	INV0034239	100 FT 3/4 IN CONTRACTOR	001-261-555-250	61.74
FUELMAN / FLEETCOR	INV0034260	INV0034260	12.13.21-12.19.21	001-261-525-231	675.26
CADENCE /ELAN VISA	127714	127714	NREMT RECERTIFICATION	001-261-600-390	585.00
POWERSTROKE EQUIPMENT S	6281	6281	REPAIR HONDA GENERATOR	001-261-630-360	224.48
MAXXSOUTH BROADBAND	INV0034264	INV0034264	8282411010005495 1.1.22-1.	001-261-625-380	188.42
MAXXSOUTH BROADBAND	INV0034265	INV0034265	8282411010005230 1.1.22-1.	001-261-625-380	316.14
WALMART- CAPITAL ONE	INV0034262	INV0034262	TV & MOUNT FOR ST 4	001-261-558-269	398.00
WALMART- CAPITAL ONE	INV0034263	INV0034263	MOUNT FOR TV ST 4	001-261-558-269	44.88
INTERSTATE BATTERY OF CNT	301856	301856	BATTERY FD2	001-261-630-360	140.95
FUELMAN / FLEETCOR	INV0034259	INV0034259	12.20.21-12.26.21	001-261-525-231	612.24
				Outstanding Total:	43,057.23

Department 261 - FIRE DEPARTMENT Total: 43,057.23

Department: 281 - BUILDING/CODES OFFICE

Outstanding

MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-281-491-135	673.85
CANON FINANCIAL SERVICES,	27799008	27799008	CONTRACT/USAGE	001-281-604-330	86.88

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Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
QUADIENT FINANCE USA, INC.	INV0034271	INV0034271	7900044080691508 POSTAGE	001-281-604-330	10.00
Outstanding Total:					770.73
Department 281 - BUILDING/CODES OFFICE Total:					770.73

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	001-290-625-380	128.86
PRECISION COMMUNICATION	18199	18199	3RD PAYMENT OF 3 YEAR CON	001-290-630-400	9,338.60
FOUR COUNTY ELECTRIC POW	INV0034278	INV0034278	MONTHLY CHARGES	001-290-625-380	105.00
Outstanding Total:					9,572.46
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					9,572.46

Department: 301 - STREET DEPARTMENT

Outstanding

AMAZON CAPITAL SERVICES, I	13PK-XYLF-WGYP	13PK-XYLF-WGYP	HON DESK CHAIR	001-301-555-250	659.94
BELL BUILDING SUPPLY, INC.	333001	333001	SUPPLIES	001-301-555-250	33.65
BELL BUILDING SUPPLY, INC.	333000	333000	SUPPLIES	001-301-555-250	186.98
COLUMBUS RUBBER & GASKE	637683-001	637683-001	HOSE FOR EQUIPMENT	001-301-630-400	232.74
AMAZON CAPITAL SERVICES, I	INV0034243	INV0034243	NETGEAR 5 PORT ETHERNET	001-301-555-250	21.98
COLUMBUS RUBBER & GASKE	638126-001	638126-001	HYDRAULIC HOSE	001-301-630-400	91.58
MESHA SANDERS	INV0034246	INV0034246	CDL ROAD TEST DONNIE SCAL	001-301-691-550	300.00
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-301-491-135	8,000.00
CADENCE /ELAN VISA	INV0034257	INV0034257	STORAGE CABINET	001-301-555-250	1,567.95
FASTENAL COMPANY	MSSTA99616	MSSTA99616	BLADES	001-301-560-270	679.95
CINTAS	5087694763	5087694763	RESTOCK 1ST AID CABINET GL	001-301-555-250	150.84
STARKVILLE AUTO PARTS	5151-149043	5151-149043	SHOP SUPPLIES	001-301-555-250	62.52
OKTIBBEHA COUNTY COOPER	INV0034256	INV0034256	JACKY & BIB OVERALLS	001-301-555-250	209.33
KIMBALL MIDWEST	9464533	9464533	SUPPLIES	001-301-555-250	14.83
KIMBALL MIDWEST	9467900	9467900	SUPPLIES	001-301-555-250	1,577.72
CUSTOM PRODUCTS CORPOR	INV0034258	INV0034258	CITY LIMITS SIGNS	001-301-565-272	628.04
MSU FACILITIES MANAGEME	INV0034272	INV0034272	UTILITY CHARGE	001-301-625-380	38.77
STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	001-301-625-380	381.90
STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	001-301-625-380	18.78
AMAZON CAPITAL SERVICES, I	1HFQ-DJP9-QTCV	1HFQ-DJP9-QTCV	FLOOR CORD COVER CABLE R	001-301-555-250	62.33
COLD MIX, INC	16855	16855	COLD MIX	001-301-560-270	2,591.70
CINTAS	4105073039	4105073039	SUPPLIES	001-301-555-250	74.63
FUELMAN / FLEETCOR	INV0034260	INV0034260	12.13.21-12.19.21	001-301-525-231	649.86
GATEWAY TIRE & SERVICE CE	1018-154874	1018-154874	REPLACE TIRES TRUCK #713	001-301-630-360	941.12
FUELMAN / FLEETCOR	INV0034259	INV0034259	12.20.21-12.26.21	001-301-525-231	678.25
CINTAS	4105914655	4105914655	SUPPLIES	001-301-555-250	35.00
FOUR COUNTY ELECTRIC POW	INV0034278	INV0034278	MONTHLY CHARGES	001-301-625-380	384.60
Outstanding Total:					20,274.99
Department 301 - STREET DEPARTMENT Total:					20,274.99

Department: 360 - ANIMAL CONTROL

Outstanding

MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	001-360-491-135	1,025.00
Outstanding Total:					1,025.00
Department 360 - ANIMAL CONTROL Total:					1,025.00

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

SPORTS FACILITIES COMPANIE	9094	9094	CORNERSTONE ADVERTISING	001-550-600-300	2,957.50
HOLLIS MASONARY LLC	#1	#1	REMOVAL OF DOUBLE DOOR	001-550-630-426	3,750.00
CASHFLOW LEASE	184685	184685	JOHN DEERE MOWER	001-550-820-874	4,489.00
CANON FINANCIAL SERVICES,	27799000	27799000	CONTRACT/USAGE	001-550-600-330	355.28
MAXXSOUTH BROADBAND	INV0034279	INV0034279	8282411010659622 12.20.21-	001-550-600-330	218.63
ATMOS ENERGY	INV0034281	INV0034281	MONTHLY CHARGES	001-550-600-340	375.43
FUELMAN / FLEETCOR	INV0034260	INV0034260	12.13.21-12.19.21	001-550-525-231	145.84
FUELMAN / FLEETCOR	INV0034259	INV0034259	12.20.21-12.26.21	001-550-525-231	64.25

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Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
SECURITY SOLUTIONS	223109	223109	QTRLY CAMERA MONITORING	001-550-600-300	690.00
Outstanding Total:					13,045.93
Department 550 - PARKS AND REC DEPARTMENT Total:					13,045.93

Department: 600 - CAPITAL PROJECTS

Outstanding

SECURITY SOLUTIONS	29796122021	29796122021	MOVE TV & USB CABLE EXTE	001-600-901-815	800.00
PHILLIPS CONTRACTING COM	INV0034237	INV0034237	OLD WEST POINT BRIDGE PAY	001-600-912-806	203,443.90
ELEVATOR SAFETY INSPECTIO	MS-3186	MS-3186	INSPECTIONS	001-600-901-812	460.00
Outstanding Total:					204,703.90
Department 600 - CAPITAL PROJECTS Total:					204,703.90
Fund 001 - GENERAL FUND Total:					425,621.63

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

NFPA	2794369	2794369	ANNUAL RENEWAL CHARLES Y	003-560-501-200	1,520.50
INTERNATIONAL CODE COUN	1001436673	1001436673	SPRINKLER INSTALLATION/FIR	003-560-501-200	246.00
Outstanding Total:					1,766.50
Department 560 - RESTRICTED FIRE FUND Total:					1,766.50
Fund 003 - RESTRICTED FIRE FUND Total:					1,766.50

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

ROBERT SMITH	INV0034234	INV0034234	AVIATION OIL	015-505-691-550	67.50
KENNEDY NEAL	INV0034238	INV0034238	MILEAGE TO MAA CONFEREN	015-505-610-350	309.13
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	015-505-604-330	158.14
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	015-505-491-135	2,476.00
REBEL SERVICES, LLC	6941	6941	JET A NOZZEL HANDLE TOP LI	015-505-630-400	191.18
STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	015-505-625-380	1,895.48
WALMART- CAPITAL ONE	INV0034235	INV0034235	SUPPLIES	015-505-541-237	55.05
OKTIBBEHA COUNTY COOPER	INV0034269	INV0034269	T POST	015-505-501-198	49.90
RODNEY LINCOLN	INV0034270	INV0034270	GOLFCART STARTER AND BAT	015-505-630-400	158.95
RSINET	6321	6321	DATA SERVICE OCT-DEC 2021	015-505-600-338	180.00
Outstanding Total:					5,541.33
Department 505 - AIRPORT Total:					5,541.33
Fund 015 - AIRPORT FUND Total:					5,541.33

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

THE STUDIO KITCHEN BATH &	INV0034255	INV0034255	WOOD CUSTOM CABINET	016-515-730-650	745.00
Outstanding Total:					745.00
Department 515 - RESTRICTED PROJECTS Total:					745.00
Fund 016 - RESTRICTED AIRPORT Total:					745.00

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

WASTE PRO	0000228175	0000228175	OCT & NOV	022-322-600-431	2,100.00
SOUTHERN TELECOMMUNICA	INV0034277	INV0034277	NOVEMBER	022-322-604-330	45.48
SGK LANDSCAPES, LLC	ST28626	ST28626	MEDIAN MAINTENANCE LOUI	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST28627	ST28627	MONTHLY LANDSCAPING MAI	022-322-600-338	1,654.20
MS MUNICIPAL WORKER'S CO	0290WC2021-3	0290WC2021-3	POLICY 10.1.21-10.1.22	022-322-491-135	24,500.00
STARKVILLE AUTO PARTS	5151148876	5151148876	DEF FLUID 15W40 OIL	022-322-525-231	625.85
CANNON FORD LINCOLN	12593	12593	MISC DIAGNOSTIC	022-322-630-255	155.25
GATEWAY TIRE & SERVICE CE	1018-154326	1018-154326	TIRES TRUCK #127	022-322-630-255	689.24
STARKVILLE AUTO PARTS	5151-149032	5151-149032	12G-12FIX 12G-12MJ HYDRA	022-322-525-231	174.66
OKTIBBEHA COUNTY COOPER	INV0034266	INV0034266	EDGER BLADE	022-322-555-254	35.90
GATEWAY TIRE & SERVICE CE	1018-154513	1018-154513	TIRE TRUCK #41	022-322-630-360	453.64

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Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0034280	INV0034280	11.03.21-12.3.21	022-322-625-380	1,656.39
TERRY'S GARAGE & REPAIRS, L	5693	5693	MAINTENANCE TRUCK #42	022-322-630-360	407.28
OKTIBBEHA COUNTY COOPER	INV0034267	INV0034267	QUICK LINK	022-322-555-250	29.94
OKTIBBEHA COUNTY COOPER	INV0034268	INV0034268	HITCH PIN	022-322-555-250	6.93
FUELMAN / FLEETCOR	INV0034260	INV0034260	12.13.21-12.19.21	022-322-525-231	3,598.41
GATEWAY TIRE & SERVICE CE	1018-154763	1018-154763	TIRE TRUCK #43	022-322-630-360	364.67
GATEWAY TIRE & SERVICE CE	1018-154783	1018-154783	TIRE TRUCK #91	022-322-630-252	387.02
O'REILLY AUTO PARTS	0997-230499	0997-230499	MOTOR OIL	022-322-525-231	131.76
FUELMAN / FLEETCOR	INV0034259	INV0034259	12.20.21-12.26.21	022-322-525-231	3,106.31
Outstanding Total:					40,841.38
Department 322 - SANITATION DEPARTMENT Total:					40,841.38
Fund 022 - ENVIRONMENTAL SERVICES Total:					40,841.38

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025361720	025361720	MONTHLY FEE WEBSITE MAIN	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1076196	1076196	OCEDA SPEC BLDG	303-600-600-309	789.97
OKT COUNTY SUPERVISORS	127224	127224	CULTRAL RESOURCES SURVEY	303-600-600-309	495.00
Outstanding Total:					1,284.97
Department 600 - CAPITAL PROJECTS Total:					1,284.97
Fund 303 - INDUSTRIAL PARK BOND Total:					1,284.97

Fund: 309 - AMERICAN RELIEF FUND

Department: 316 - AMERICAN RECOVERY REINVESTMENT

Outstanding

KIMLEY HORN	115326002-1021	115326002-1021	MASTER PLANS	309-316-912-852	10,600.00
KIMLEY HORN	115326002-1121	115326002-1121	PARKS MASTER PLAN	309-316-912-852	28,900.00
Outstanding Total:					39,500.00
Department 316 - AMERICAN RECOVERY REINVESTMENT Total:					39,500.00
Fund 309 - AMERICAN RELIEF FUND Total:					39,500.00

Fund: 310 - LINKAGE TAP PROJECT

Department: 000 - UNDESIGNATED

Outstanding

GARVER, LLC	2 FINAL	2 FINAL	PROJECT NO STP-0420-00(024	310-000-051-311	601.82
GARVER, LLC	2 FINAL	2 FINAL	PROJECT NO STP-0420-00(024	310-000-051-702	7,221.81
GARVER, LLC	2 FINAL	2 FINAL	PROJECT NO STP-0420-00(024	310-000-053-312	601.82
Outstanding Total:					8,425.45
Department 000 - UNDESIGNATED Total:					8,425.45

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

GARVER, LLC	2 FINAL	2 FINAL	PROJECT NO STP-0420-00(024	310-653-903-852	601.82
Outstanding Total:					601.82
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					601.82
Fund 310 - LINKAGE TAP PROJECT Total:					9,027.27

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

T&M STEEL ERECTORS, INC.	INV0034251	INV0034251	CORNERSTONE PHASE 3 #006	380-551-907-945	510,798.59
T&M STEEL ERECTORS, INC.	INV0034252	INV0034252	CORNERSTONE PHASE 2 #009	380-551-907-945	205,045.72

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Vendor Name	Payable Number	Payable Number	Description (Item)	Account Number	Amount
SOUTHERN ELECTRIC CORP O	INV0034253	INV0034253	CORNERSTONE #009	380-551-907-943	79,301.60
				Outstanding Total:	795,145.91
			Department 551 - PARK & REC TOURISM Total:		795,145.91
			Fund 380 - PARK BONDS 2020 Total:		795,145.91

Fund: 681 - PAYROLL

Department: 000 - UNDESIGNATED

Outstanding

METLIFE	INV0034282	INV0034282	DECEMBER 2021	681-000-115-717	7,810.27
				Outstanding Total:	7,810.27
			Department 000 - UNDESIGNATED Total:		7,810.27
			Fund 681 - PAYROLL Total:		7,810.27
			Grand Total:		1,327,459.26

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	425,621.63	0.00
003 - RESTRICTED FIRE FUND	1,766.50	0.00
015 - AIRPORT FUND	5,541.33	0.00
016 - RESTRICTED AIRPORT	745.00	0.00
022 - ENVIRONMENTAL SERVICES	40,841.38	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	1,284.97	0.00
309 - AMERICAN RELIEF FUND	39,500.00	0.00
310 - LINKAGE TAP PROJECT	9,027.27	0.00
380 - PARK BONDS 2020	795,145.91	0.00
681 - PAYROLL	7,810.27	0.00
Grand Total:	1,327,459.26	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	13,433.60	0.00
001-000-054-205	DUE FROM STARKVILLE E	319.92	0.00
001-000-054-208	DUE FROM PARKS & REC	45.48	0.00
001-000-160-697	DONATION FIRE	26.06	0.00
001-000-160-698	DONATION POLICE	4,577.38	0.00
001-100-610-350	TRAVEL / TRAINING	540.00	0.00
001-110-491-135	WORKER'S COMPENSATI	250.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	299.14	0.00
001-110-600-301	PROFESSIONAL SERVICE	758.08	0.00
001-110-604-330	POSTAGE / COMMUNICA	922.09	0.00
001-110-918-805	EQUIP & SOFTWARE	2,083.33	0.00
001-111-604-330	COMMUNICATIONS	142.48	0.00
001-120-491-135	WORKER'S COMPENSATI	50.00	0.00
001-120-604-330	COMMUNICATIONS	187.84	0.00
001-120-610-350	TRAVEL AND CONFEREN	135.00	0.00
001-123-491-135	WORKER'S COMPENSATI	550.00	0.00
001-123-604-330	COMMUNICATIONS	203.95	0.00
001-123-918-805	EQUIPMENT & PYMTS	8,256.46	0.00
001-142-491-135	WORKER'S COMPENSATI	500.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	18.95	0.00
001-145-604-330	POSTAGE/COPIER/PHON	839.12	0.00
001-145-691-550	MISCELLANEOUS	7.76	0.00
001-159-620-371	BONDING-CITY EMPLOY	675.00	0.00
001-180-491-135	WORKER'S COMPENSATI	300.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	122.99	0.00
001-180-691-505	PERSONNEL / KRONOS S	72.32	0.00
001-190-491-135	WORKER'S COMPENSATI	350.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	106.88	0.00
001-190-690-553	TRAINING	206.96	0.00
001-192-510-220	SUPPLIES	172.60	0.00
001-192-600-338	CONTRACT SERVICES	1,664.00	0.00
001-192-625-380	UTILITIES	1,559.17	0.00
001-192-630-403	REPAIRS TO BUILDING &	641.90	0.00
001-192-630-410	CITY HALL 2ND FLOOR S	15.08	0.00
001-197-491-135	WORKER'S COMPENSATI	1,250.00	0.00
001-197-604-330	COMMUNICATIONS	126.89	0.00
001-201-491-135	WORKER'S COMPENSATI	30,700.00	0.00
001-201-501-200	OFFICE SUPPLIES	414.33	0.00
001-201-525-231	GAS & OIL	5,562.10	0.00
001-201-535-233	UNIFORMS	11,653.14	0.00
001-201-541-240	PRISONER MEDICAL EXP	4,592.01	0.00
001-201-556-251	POLICE SUPPLIES	6,070.93	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-300	PROFESSIONAL SERVICE	2,078.50	0.00
001-201-600-304	INFORMANT FEES	2,255.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	824.40	0.00
001-201-625-380	UTILITIES	5,016.20	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	5,469.07	0.00
001-201-635-369	COPIER RENTAL	714.44	0.00
001-201-690-552	POLICE TRAINING/EDUC	1,935.04	0.00
001-201-730-544	JAG "5K" GRANT 20LB23	4,255.80	0.00
001-201-730-550	HOMELAND SECURITY G	10,220.00	0.00
001-261-491-135	WORKER'S COMPENSATI	33,855.46	0.00
001-261-501-200	OFFICE SUPPLIES	465.06	0.00
001-261-525-231	GAS & OIL	1,287.50	0.00
001-261-535-233	UNIFORMS	1,430.90	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	107.90	0.00
001-261-558-269	BUILDING MAINTENANC	442.88	0.00
001-261-600-390	FIRE TRAINING	1,595.51	0.00
001-261-604-330	PHONES/CABLE/INTERN	808.86	0.00
001-261-625-380	UTILITIES	2,668.27	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	394.89	0.00
001-281-491-135	WORKER'S COMPENSATI	673.85	0.00
001-281-604-330	COPIER/PHONES/IPADS/	96.88	0.00
001-290-625-380	UTILITIES / CODE RED	233.86	0.00
001-290-630-400	MAINT CONTRACT & RE	9,338.60	0.00
001-301-491-135	WORKER'S COMPENSATI	8,000.00	0.00
001-301-525-231	GAS & OIL	1,328.11	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	4,657.70	0.00
001-301-560-270	CONSTRUCTION MATERI	3,271.65	0.00
001-301-565-272	STREETS SIGNS & PAINT	628.04	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	824.05	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	941.12	0.00
001-301-630-400	EQUIPMENT REPAIR &	324.32	0.00
001-301-691-550	MISCELLANEOUS	300.00	0.00
001-360-491-135	WORKER'S COMPENSATI	1,025.00	0.00
001-550-525-231	GAS & OIL	210.09	0.00
001-550-600-300	PROFESSIONAL SERVICE	3,647.50	0.00
001-550-600-330	PHONES/COPIERS/POST	573.91	0.00
001-550-600-340	UTILITIES	375.43	0.00
001-550-630-426	BUILDING MAINT/REPAI	3,750.00	0.00
001-550-820-874	2019 MOWER PAYMENT	4,489.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	460.00	0.00
001-600-901-815	CITY HALL BUILDING - 20	800.00	0.00
001-600-912-806	ERBR 53-420(01) OLD W	203,443.90	0.00
003-560-501-200	CODE REBATE SUPPLIES	1,766.50	0.00
015-505-491-135	WORKER'S COMPENSATI	2,476.00	0.00
015-505-501-198	BUILDING REPAIRS & M	49.90	0.00
015-505-541-237	OPERATING SUPPLIES	55.05	0.00
015-505-600-338	CONTRACT & LEGAL SER	180.00	0.00
015-505-604-330	CELL PHONE/POSTAGE	158.14	0.00
015-505-610-350	TRAVEL/CONFERENCE	309.13	0.00
015-505-625-380	UTILITIES	1,895.48	0.00
015-505-630-400	EQUIPMENT REPAIR &	350.13	0.00
015-505-691-550	MISCELLANEOUS	67.50	0.00
016-515-730-650	2020 CARES ACT GRANT	745.00	0.00
022-322-491-135	WORKER'S COMPENSATI	24,500.00	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	7,636.99	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	36.87	0.00
022-322-555-254	SUPPLIES & SMALL TOOL	35.90	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-600-431	CONTRACT RECYCLING C	2,100.00	0.00
022-322-604-330	COMMUNICATIONS	45.48	0.00
022-322-625-380	UTILITIES	1,656.39	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	387.02	0.00
022-322-630-255	VEHICLE REPAIRS & MAI	844.49	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	1,225.59	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	1,284.97	0.00
309-316-912-852	PLAN DEVELOPMENT SE	39,500.00	0.00
310-000-051-311	DUE FROM OKTIBBEHA	601.82	0.00
310-000-051-702	DUE FROM FEDERAL GR	7,221.81	0.00
310-000-053-312	DUE FROM MSU	601.82	0.00
310-653-903-852	GRANT REIMBURSED EX	601.82	0.00
380-551-907-943	LIGHTING	79,301.60	0.00
380-551-907-945	CORNERSTONE - PHASE	715,844.31	0.00
681-000-115-717	METLIFE	7,810.27	0.00
Grand Total:		1,327,459.26	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,327,459.26	0.00
Grand Total:	1,327,459.26	0.00



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: 01/05/22 ACCOUNT 23200

PAGE 1
RUN DATE 12/28/21 12:00 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	134	ATWELL & GENT, P.A.									
10298	12/23/21	0	Engineering Services		01/05/22	2990.58	.00	ACH			
			VENDOR TOTAL:			2990.58					
VENDOR:	139	ACC BUSINESS									
213478193-12/21	12/28/21	0	Internet services		01/05/22	1364.92	.00	ACH			
			VENDOR TOTAL:			1364.92					
VENDOR:	280	CFM									
INV05732558	12/22/21	0	Tax Forms		01/05/22	243.81	.00	CHK			
			VENDOR TOTAL:			243.81					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
12/22/21	12/28/21	0	Storage unit rental		01/05/22	115.00	.00	ACH			
			VENDOR TOTAL:			115.00					
VENDOR:	321	COLE'S AUTO REPAIR									
20064	12/22/21	10114	Repairs		01/05/22	969.34	.00	CHK			
			VENDOR TOTAL:			969.34					
VENDOR:	455	EXELL WATER & COFFEE, INC.									
583471	12/22/21	10119	Water		01/05/22	22.58	.00	ACH			
583473	12/22/21	10119	Water		01/05/22	31.58	.00	ACH			
			VENDOR TOTAL:			54.16					
VENDOR:	616	FUELMAN									
NP61281740	12/22/21	0	Fuel		01/05/22	2313.05	.00	CHK			
NP61303682	12/28/21	0	Fuel		01/05/22	1421.17	.00	CHK			
			VENDOR TOTAL:			3734.22					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE									
STMT11/30/21	12/22/21	10120	Right of Way Clearing		01/05/22	512.46	.00	ACH			
			VENDOR TOTAL:			512.46					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/05/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1010	JT RAY COMPANY								
211216-01 & 02	12/22/21	0 Copier service		01/05/22	176.20	.00	ACH			
				VENDOR TOTAL:	176.20					
VENDOR:	1205	LOWE'S								
909683	12/22/21	10121 Supplies		01/05/22	16.61	.00	CHK			
				VENDOR TOTAL:	16.61					
VENDOR:	1319	MONTS PAPER & PACKAGING								
397532	12/22/21	0 Checks		01/05/22	286.74	.00	ACH			
				VENDOR TOTAL:	286.74					
VENDOR:	1394	NARRATIVE 12 LLC								
12/27/21	12/28/21	0 Consulting		01/05/22	4980.00	.00	ACH			
				VENDOR TOTAL:	4980.00					
VENDOR:	1400	NESCO								
S2499096.001	12/21/21	10109 Materials		01/05/22	983.03	.00	ACH			
S2500092.001	12/22/21	10109 Materials		01/05/22	282.60	.00	ACH			
				VENDOR TOTAL:	1265.63					
VENDOR:	1800	RACKLEY OIL, INC.								
000565782	12/22/21	10111 DEF		01/05/22	45.96	.00	ACH			
				VENDOR TOTAL:	45.96					
VENDOR:	1818	UNITED RENTALS, INC.								
195787262-004	12/22/21	10124 Equipment Rental		01/05/22	1767.00	.00	ACH			
195787262-006	12/23/21	10122 Equipment Rental		01/05/22	1767.00	.00	ACH			
200929257-001	12/22/21	10083 Equipment Rental		01/05/22	1716.00	.00	ACH			
				VENDOR TOTAL:	5250.00					
VENDOR:	1887	S & S LINE SERVICE INC								
2363-2364	12/22/21	0 ROW Clearing		01/05/22	5874.80	.00	ACH			
2365-2366	12/28/21	0 ROW Clearing		01/05/22	4406.10	.00	ACH			

STARKVILLE UTILITIES
PRG. ACTPAYIT

ACCOUNTS PAYABLE LISTING
FOR: 01/05/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1910 STARKVILLE ELEC-UTILITY BILL											
DEC 2021	12/23/21	0	Utility bills		1024.44		.00	DFT			
VENDOR TOTAL:					1024.44						
VENDOR: 1927 STAPLES BUSINESS CREDIT											
12/25/21	STMT	12/28/21	0 Office Supplies		498.55		.00	CHK			
VENDOR TOTAL:					498.55						
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS											
NOV 2021	12/22/21	0	Phone bill		365.30		.00	CHK			
VENDOR TOTAL:					365.30						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
INV0042644	12/22/21	0	Job Advertisements		50.00		.00	ACH			
VENDOR TOTAL:					50.00						
VENDOR: 2300 WALMART COMMUNITY BRC											
12/19/21	STMT	12/28/21	0 Supplies		687.85		.00	CHK			
VENDOR TOTAL:					687.85						
VENDOR: 99009767 ORLANDO SMITH											
12/14/21	MEALS	12/23/21	0 Travel expense		68.46		.00	ACH			
VENDOR TOTAL:					68.46						
GRAND TOTAL:					34981.13						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE												
INV-2142, 2143	12/22/21	0	Contractor		01/05/22	407.95	.00	ACH				
VENDOR TOTAL:						407.95						
VENDOR: 14 ADS SECURITY												
16106027	12/28/21	0	Security monitoring		01/05/22	65.94	.00	ACH				
VENDOR TOTAL:						65.94						
VENDOR: 76 APAC MISSISSIPPI, INC.												
40000115045	12/21/21	6548	Asphalt		01/04/22	458.24	.00	ACH				
VENDOR TOTAL:						458.24						
VENDOR: 124 ATMOS ENERGY												
320752962-12/21	12/28/21	0	Utility bill		01/05/22	56.43	.00	ACH				
VENDOR TOTAL:						56.43						
VENDOR: 186 BRENNTAG MID-SOUTH												
BMS	12/21/21	6526	Chemicals		01/05/22	1631.50	.00	ACH				
BMS21676	12/21/21	6539	Chemicals		01/05/22	2711.00	.00	ACH				
BMS27507	12/21/21	6526	Chemicals		01/05/22	361.50	.00	ACH				
VENDOR TOTAL:						4704.00						
VENDOR: 194 AUTOZONE												
0426257149	12/21/21	6594	Maintenance		01/05/22	95.75	.00	ACH				
VENDOR TOTAL:						95.75						
VENDOR: 267 COLUMBUS FENCE COMPANY, LLC												
26048	12/21/21	10002	Fence		01/05/22	550.00	.00	ACH				
VENDOR TOTAL:						550.00						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY												
3115600-000-000	12/21/21	6554	Materials		01/05/22	81.00	.00	CHK				
3115600-001-000	12/21/21	6554	Materials		01/05/22	1160.00	.00	CHK				
3115689-000-000	12/21/21	6574	Materials		01/05/22	696.00	.00	CHK				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
3115729-000-000	12/21/21		6576 Materials	INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR TOTAL:						5038.00					
VENDOR:	400	IVY AUTO PARTS									
377332	12/21/21		6581 Maintenance		01/05/22	500.97	.00	ACH			
677475	12/21/21		6585 Maintenance		01/05/22	227.94	.00	ACH			
VENDOR TOTAL:						728.91					
VENDOR:	455	EXELL WATER & COFFEE, INC.									
583475	12/23/21		5201 Water		01/05/22	22.58	.00	ACH			
VENDOR TOTAL:						22.58					
VENDOR:	498	PUMPELLY OIL ACQUISITION LLC									
OCT0377-FC	12/22/21		0 Chemicals		01/05/22	16.76	.00	ACH			
VENDOR TOTAL:						16.76					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
0728023	12/21/21		6570 Materials		01/05/22	7391.16	.00	CHK			
1407939-1	12/21/21		6395 Materials		01/05/22	326.20	.00	CHK			
VENDOR TOTAL:						7717.36					
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			
1018-154549	12/21/21		6584 Maintenance		01/05/22	786.36	.00	CHK			
1018-154729	12/21/21		6595 Maintenance		01/05/22	18.87	.00	CHK			
1018-154793	12/22/21		5193 Maintenance		01/05/22	215.16	.00	CHK			
VENDOR TOTAL:						1100.46					
VENDOR:	765	HYDRA SERVICE, INC.									
154516	12/22/21		5196 Pump Rental		01/05/22	5358.00	.00	ACH			
154529	12/22/21		5198 Pump Rental		01/05/22	437.00	.00	ACH			
154563	12/22/21		5197 Supplies		01/05/22	1166.00	.00	ACH			
VENDOR TOTAL:						6961.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
1262,63,65,67	12/28/21	0 Water & Sewer repairs		01/05/22	11660.00	.00	ACH			
		VENDOR TOTAL:			11660.00					
VENDOR:	1010	JT RAY CO								
211216-0005	12/22/21	0 Copier service		01/05/22	47.91	.00	ACH			
		VENDOR TOTAL:			47.91					
VENDOR:	1035	KANSAS CITY SOUTHERN								
1600094757	12/28/21	0 Annual Billing		01/05/22	75.00	.00	ACH			
		VENDOR TOTAL:			75.00					
VENDOR:	1311	MAGNOLIA PUMP & EQUIPMENT								
2152	12/22/21	5165 Pump		01/05/22	7996.23	.00	CHK			
		VENDOR TOTAL:			7996.23					
VENDOR:	1320	MS RURAL WATER ASSOCIATION								
12/13/21	12/22/21	0 Annual membership dues		01/05/22	1275.00	.00	CHK			
		VENDOR TOTAL:			1275.00					
VENDOR:	1400	NESCO								
S2499409.001	12/21/21	5190 Maintenance		01/05/22	133.10	.00	ACH			
		VENDOR TOTAL:			133.10					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
742745	12/21/21	6582 Landscape Repair		01/05/22	90.36	.00	ACH			
742748	12/21/21	6582 Landscape Repair		01/05/22	48.50	.00	ACH			
744516	12/22/21	6558 Safety Gear		01/05/22	42.69	.00	ACH			
		VENDOR TOTAL:			181.55					
VENDOR:	1537	PERFORMANCE AUTOMOTIVE								
8269	12/21/21	6573 Repair		01/05/22	1916.00	.00	ACH			
		VENDOR TOTAL:			1916.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-149065	12/21/21	6580	Maintenance		01/05/22	38.48	.00	CHK			
			VENDOR TOTAL:			38.48					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
DEC 2021	12/23/21	0	Utility bills		01/05/22	63949.61	.00	DFT			
			VENDOR TOTAL:			63949.61					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-1121	12/22/21	0	Due to Elec Dept-146.10		01/05/22	79101.14	.00	ACH			
			VENDOR TOTAL:			79101.14					
VENDOR:	1917	RONNIE JONES CONST, INC.									
20211944	12/21/21	6575	Limestone		01/05/22	893.20	.00	ACH			
			VENDOR TOTAL:			893.20					
VENDOR:	1920	CANNON FORD LINCOLN OF STARK									
204066	12/21/21	6579	Repairs		01/05/22	355.29	.00	ACH			
204126	12/22/21	6590	Maintenance		01/05/22	14.20	.00	ACH			
204131	12/22/21	6593	Maintenance		01/05/22	16.87	.00	ACH			
			VENDOR TOTAL:			386.36					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
6029500-00	12/21/21	6504	Materials		01/05/22	701.76	.00	ACH			
6029500-001	12/21/21	6504	Materials		01/05/22	710.10	.00	ACH			
6076898-00	12/21/21	6504	Materials		01/05/22	757.60	.00	ACH			
			VENDOR TOTAL:			2169.46					
VENDOR:	1947	SUNCOAST INFRASTRUCTURE, INC									
PHASE1 - RFC#6	12/22/21	0	Green Oaks Sewer-Phase 1		01/05/22	96574.50	.00	ACH			
PHASE1 - RFC#7	12/23/21	0	Green Oaks Sewer-Phase 1		01/05/22	13795.88	.00	ACH			
PHASE2 - RFC#8	12/22/21	0	Green Oaks Sewer-Phase 2		01/05/22	81180.42	.00	ACH			
PHASE2 - RFC#9	12/23/21	0	Green Oaks Sewer-Phase 2		01/05/22	23289.23	.00	ACH			
			VENDOR TOTAL:			214840.03					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/05/22 ACCOUNT 23110

UNPAID INVOICES

RUN DATE 12/28/21 11:57 AM

PAGE 5

INVOICE DATE PO NBR DESCRIPTION

VENDOR: 2104 UPS

24W1X6501 12/22/21 0 Postage
24W1X6511 12/23/21 0 Postage

VENDOR TOTAL: 252.13

VENDOR: 2202 WAYPOINT ANALYTICAL

1063512 12/21/21 6549 Testing
1063679 12/21/21 6549 Testing

VENDOR TOTAL: 504.00

VENDOR: 2310 WATERS TRUCK & TRACTOR INC

01P100887 12/21/21 6572 Maintenance

VENDOR TOTAL: 76.23

VENDOR: 99009825 DERRICK WARE

12/17/21 12/22/21 0 License renewal

VENDOR TOTAL: 360.00

GRAND TOTAL: 413778.81

INVOICE AMOUNT TAX PMT PAID PAID/VOID CHECK/
AMOUNT DATE DATE ACH SEQ

31.25 .00 CHK
220.88 .00 CHK

252.00 .00 ACH
252.00 .00 ACH

76.23 .00 ACH

360.00 .00 ACH



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: Jan. 4, 2022
PAGE: 1

SUBJECT: Request permission for Fire Chief Yarbrough to attend the Southeastern Association of Fire Chief's Symposium in Atlanta, GA on January 13-15, 2022. There is no cost to attend this Symposium, other than use of a city owned vehicle.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

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

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051.

SUGGESTED MOTION: Request approval for Fire Chief Yarbrough to attend the Southeastern Association of Fire Chief's Symposium in Atlanta, GA on January 13-15, 2022. There is no cost to attend this Symposium, other than use of a city owned vehicle.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: January 04, 2022

Page: 1

SUBJECT:

Request authorization to hire Chaynh Hornburger as a part-time Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid for actual hours worked not to exceed an average of twenty (20) hours per week at \$11.00 per hour.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Edward Schultz who resigned.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Elizabeth Sallis, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Elizabeth Sallis, Municipal Court Clerk
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Chaynh Hornburger as a part-time Deputy Court Clerk in the Municipal Court Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: January 04, 2022

Page: 1

SUBJECT:

Request approval of the promotion of Levi Thompson to the rank of Sergeant in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Levi Thompson - Non-Exempt, Rate of \$37,206 (\$13.50 per hour) based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Nick Pearson who resigned.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief

Nav Ashford, COO/ Human Resources Director

SUGGESTED MOTION:

Move approval of the promotion of Levi Thompson to the rank of Sergeant in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 04, 2022
Page: 1

SUBJECT:

Request authorization to hire Jerry Ussher as a Water Operations Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 16, Non-Exempt - \$64,000 (\$30.77 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Scott Osborne who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Jerry Ussher as a Water Operations Manager in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 04, 2022
Page: 1

SUBJECT:

Request authorization to Dylan White as an Airport Operations Manager in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, exempt annual salary of \$48,500 (\$23.31 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 015-505-430-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Courtney Cox who resigned.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Dylan White as an Airport Operations Manager in the Starkville Airport Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IT
AGENDA DATE: 01-04-22
PAGE: 1**

SUBJECT: Consideration of a license and services agreement between Tyler Technologies and the City of Starkville for Brazos eCitation software.

AMOUNT & SOURCE OF FUNDING: \$65,757 initial cost to be moved from unrestricted ending balance as well as \$9,057 in annual fees

**REQUESTING
DEPARTMENTS:** IT, Court and Police

**DIRECTOR'S
AUTHORIZATION:** Joel Clements

FOR MORE INFORMATION CONTACT:

Joel Clements, Mark Ballard or Chris Latimer

AUTHORIZATION HISTORY:

SUGGESTED MOTION:



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Starkville, Mississippi.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Hosting Services”** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the

Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
 - 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
 - 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:
 - (i) receive the lowest priority under our Support Call Process;
 - (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
 - (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
 - (iv) be charged for a minimum of two (2) hours of support services for every support call; and

- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate,

direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. Hosting Services are provided on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the

Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-**

CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|-------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |
| | Schedule 2: Support Call Process |
| Exhibit D | Statement of Work |

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Starkville, Mississippi
101 E Lampkin Street
Starkville, MS 39759
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY FOR:
City of Starkville, MS

PRESENTED BY:
Mark Lepley

7/13/2021





INVESTMENT SUMMARY

Tyler Software	\$ 38,757
Services	\$ 25,500
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	\$ 1,500
Total One-Time Cost	\$ 65,757
Annual Recurring Fees/SaaS	\$ 3,014
Tyler Software Maintenance	\$ 9,043



Quoted By: Mark Lepley
 Quote Expiration: 1/8/22
 Quote Name: Brazos eCitation (50 laptops and 2 tablets)

Sales Quotation For:
 City of Starkville
 101 E Lampkin St
 Starkville, MS 39759-2944
 Phone: +1 (662) 323-2525

Shipping Address:
 City of Starkville
 101 E Lampkin St

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
Interface				
Interface: Incode Public Safety Records Mgmt System	\$ 0	\$ 0	\$ 0	\$ 0
Device Level Interface for Incode Public Safety Mobile	\$ 0	\$ 0	\$ 0	\$ 0
Interface: Tyler Incode Court Case Mgmt System	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
License				
REF License - MDC or TABLET [52]	\$ 39,000	\$ 3,900	\$ 35,100	\$ 8,190
Total	\$ 39,000	\$ 3,900	\$ 35,100	\$ 8,190
Task				
Task: Code Enforcement	\$ 4,063	\$ 406	\$ 3,657	\$ 853
Total	\$ 4,063	\$ 406	\$ 3,657	\$ 853
TOTAL	\$ 43,063	\$ 4,306	\$ 38,757	\$ 9,043

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 3,014	\$ 0	\$ 3,014
TOTAL				\$ 3,014

Services				
Description	Quantity	Unit Price	Discount	Total Maintenance
Brazos				
Training	1	\$ 3,000	\$ 0	\$ 3,000
Set-Up & Configuration for hardware platform - TABLETS	1	\$ 2,500	\$ 0	\$ 2,500
Set Up Fees - Third Party Hardware	50	\$ 50	\$ 0	\$ 2,500
Set Up & Config	1	\$ 14,500	\$ 0	\$ 14,500
Brazos Project Management	1	\$ 3,000	\$ 0	\$ 3,000
TOTAL			\$ 25,500	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 38,757	\$ 9,043
Total Annual	\$ 0	\$ 3,014
Total Tyler Services	\$ 25,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 64,257	\$ 12,057
Travel	\$ 1,500	

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Quote includes the following:

- Annual maintenance and hosting fees waived in year 1
- Brazos laptop configuration (For squad units)
- Brazos tablet configuration (For motor units)
- Brazos administrative website (Unlimited users)
- Brazos licenses (Laptop: 50 and Motors: 2)
- eCitation task
- Code enforcement task
- Traffic and local ordinance citations
- Warning citations (Standard)
- Incode Court integration
- Incode device level integration
- Incode RMS integration
- Hardware setup and barcode asset tags (50 existing Brother 8inch thermal printers)
- All related services to manage, implement and train-the-trainers



Exhibit B

Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon delivery of the Tyler Software.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

2.1 *Professional Services:* Professional services are invoiced as delivered.

2.2 *Requested Modifications to the Tyler Software:* Any requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Hosting Fees. Year 1 hosting fees for the Tyler Software as set forth on the Investment Summary are waived for one (1) year from the Effective Date. Subsequent annual hosting fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for any Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for any Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services:* Third Party Services fees are invoiced upon delivery.

4.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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City of Starkville

SOW from Tyler Technologies, Inc.

12/13/2021

Presented to:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Starkville Police (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Starkville Police and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Starkville Police’s complexity and organizational needs.

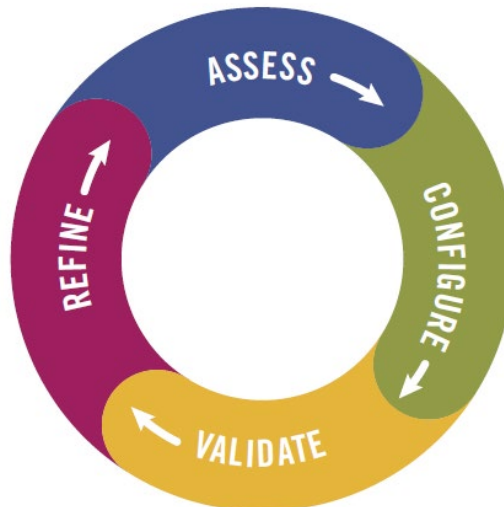


Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



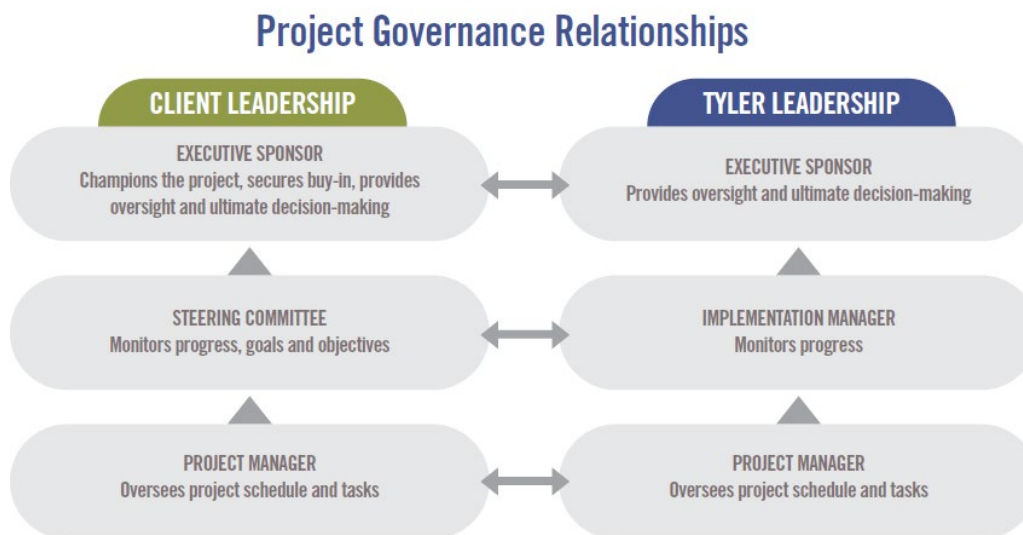
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Starkville Police collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Starkville Police Steering Committee become the escalation points to triage responses prior to escalation to the Starkville Police and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Starkville Police and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

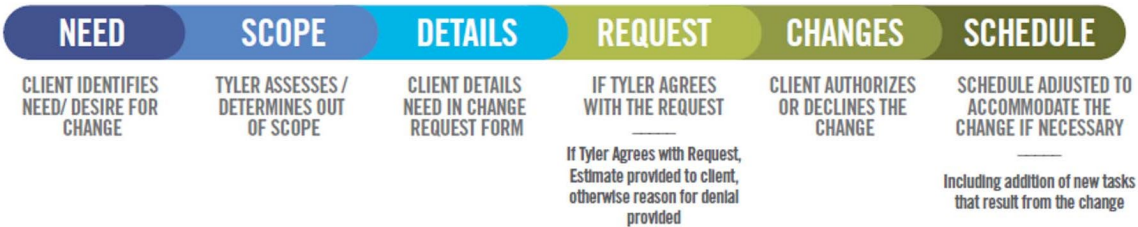
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Starkville Police; for example, the Starkville Police may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Starkville Police, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Starkville Police will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Starkville Police). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Starkville Police office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Starkville Police will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Starkville Police feedback and approval on Project deliverables will be critical to the success of the Project. The Starkville Police project manager will strive to gain deliverable and decision approvals from all authorized Starkville Police representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Starkville Police department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Starkville Police shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Starkville Police does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Starkville Police does not agree the Deliverable or Control Point meets requirements, the Starkville Police shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Starkville Police shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Starkville Police does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Starkville Police and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Starkville Police, but are roles defined within the Project. It is common for individual resources on both the Tyler and Starkville Police project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Starkville Police 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Starkville Police 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Starkville Police management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Starkville Police, the Tyler Project Manager provides regular updates to the Starkville Police Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Starkville Police project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Starkville Police project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Starkville Police and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Starkville Police any items that may impact the outcomes of the Project.
- Collaborates with the Starkville Police 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Starkville Police 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Starkville Police and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Starkville Police through software validation process following configuration.
- Assists during Go-Live process and provides support until the Starkville Police transitions to Client Services.
- Facilitates training sessions and discussions with the Starkville Police and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Starkville Police Roles & Responsibilities

Starkville Police resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Starkville Police Executive Sponsor

The Starkville Police executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Starkville Police steering committee, project manager(s), and functional leads to make critical business decisions for the Starkville Police.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Starkville Police Steering Committee

The Starkville Police steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Starkville Police project manager and Project through participation in regular internal meetings. The Starkville Police steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Starkville Police steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Starkville Police Policies
 - Needs of other client projects



5.2.3 Starkville Police Project Manager

The Starkville Police shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Starkville Police Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Starkville Police project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Starkville Police project manager(s) are responsible for reporting to the Starkville Police steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Starkville Police project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Starkville Police and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Starkville Police staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Starkville Police resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Starkville Police technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Starkville Police Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Starkville Police project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Starkville Police resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Starkville Police Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Starkville Police business processes and requirements.



- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Starkville Police staff during and after implementation.

5.2.6 Starkville Police End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Starkville Police Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Starkville Police third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 Starkville Police Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Starkville Police's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Starkville Police and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Starkville Police Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.



- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



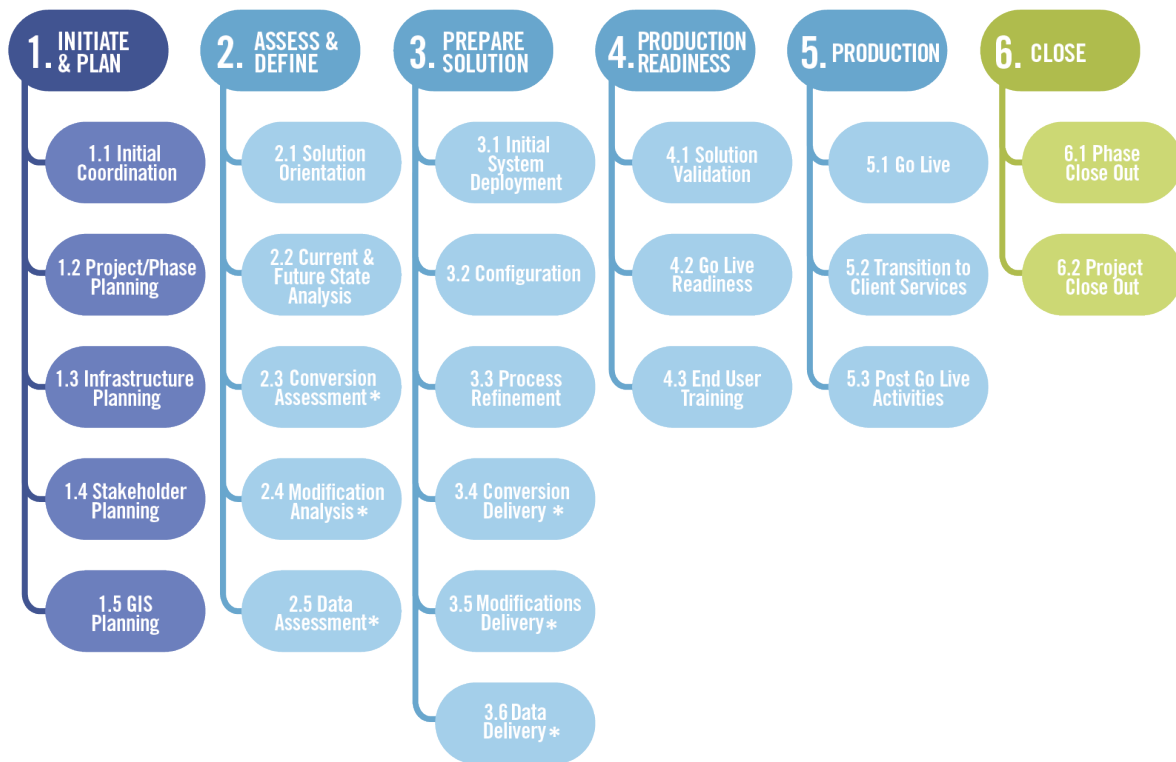
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Starkville Police.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Starkville Police with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Starkville Police gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Starkville Police's team. During this step, Tyler will work with the Starkville Police to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Starkville Police project team.

STAGE 1	Initial Coordination																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Starkville Policeproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Starkville Police		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Starkville Police provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Starkville Police has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Starkville Police to install License Software. The Starkville Police is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Starkville Police's infrastructure meets Tyler's application requirements.
- Ensure the Starkville Police's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Starkville Police



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Starkville Police Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Starkville Police team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	Starkville Police



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Starkville Police
- Stakeholder meeting complete



6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Starkville Police business processes. This information will be used to identify and define business processes utilized with Tyler software. The Starkville Police collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Starkville Police team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Starkville Police team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Starkville Police for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Starkville Police and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The



options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Starkville Police will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Starkville Police's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Starkville Police									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Starkville Policecurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:



- Starkville Police attendees possess sufficient knowledge and authority to make future state decisions.
- The Starkville Police is responsible for any documentation of current state business processes.
- The Starkville Police can effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Starkville Police against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Starkville Police can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Starkville Police



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Starkville Police Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Starkville Police Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Starkville Police will provide network access for Tyler modules, printers, and Internet access to all applicable Starkville Police and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Starkville Police to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Starkville Police collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the Starkville Police Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Starkville Police									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Starkville Police configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Starkville Police is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Starkville Police users on how to execute processes in the system to prepare them for the validation of the software. The Starkville Police collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the Starkville Police understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Starkville Police Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Starkville Police-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	



	Completed Starkville Police-specific process documentation (completed by Starkville Police)	
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Work package assumptions:

- None

6.3.4 Intentionally left blank.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Starkville Police team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Starkville Police to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Starkville Police verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Starkville Police organization is ready to move forward with go-live and training (if applicable).



STAGE 4	Solution Validation																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Starkville Police updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Starkville Police will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Starkville Police has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Starkville Police will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.



STAGE 4	Go-Live Readiness																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Starkville Police

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Starkville Police users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Starkville Police specific business process documentation. Starkville Police-led training labs using Starkville Police specific business process documentation if created by the Starkville Police can be added to the regular training curriculum, enhancing the training experiences of the end users.



Objectives:

- End users are trained on how to use the software prior to go-live.
- The Starkville Police is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Starkville Police-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Starkville Police signoff that training was delivered

Work package assumptions:

- The Starkville Police project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Starkville Police as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Starkville Police departments.
- The Starkville Police will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.



- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Starkville Police will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Starkville Police to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Starkville Police and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with the Starkville Police during Go-Live activities. The Starkville Police transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Starkville Police data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production			A	C	R						I	C		C			C



environment, if applicable																		
Proof final converted data, if applicable			C	C	C						A	R		C				
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C	

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Starkville Police confirms data is available in production environment

Work package assumptions:

- The Starkville Police will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Starkville Police business processes required for Go-Live are fully documented and tested.
- The Starkville Police Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Starkville Police Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Starkville Police teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Starkville Police onto the Tyler Client Services team, who provides the Starkville Police with assistance following Go-Live, officially transitioning the Starkville Police to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Starkville Police teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Starkville Police



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Starkville Police to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Starkville Police



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Starkville Police transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Starkville Police for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Starkville Police teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Starkville Police
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Starkville Police may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Starkville Police teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Starkville Police								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Starkville Police and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Starkville Police acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Starkville Police will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Starkville Police Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Starkville Police project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Starkville Police is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Starkville Police to make process changes.
- The Starkville Police is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Starkville Police is responsible for managing Organizational Change. Impacted Starkville Police resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of



change is ensuring that impacted Starkville Police resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Starkville Police resources will participate in scheduled activities as assigned in the Project Schedule.
- The Starkville Police team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Starkville Police will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Starkville Police will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Starkville Police makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Starkville Police will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Starkville Police will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Intentionally left blank.

7.5 Facilities

- The Starkville Police will provide dedicated space for Tyler staff to work with Starkville Police resources for both on-site and remote sessions. If Phases overlap, Starkville Police will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Starkville Police will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. No Conversion - Intentionally left blank.



10. Additional Appendices

10.1 Brazos eCitation Appendix

10.1.1 Items included in Project

CMS - Tyler Incode

RMS - IPS

Device Level - IPS

10.1.2 Brazos eCitation Key Project Assumptions

- The Starkville Police and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The Starkville Police will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The Starkville Police will provide work space for Tyler Services for work completed on Starkville Police premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- The Starkville Police will maintain primary responsibility for the scheduling of Starkville Police employees and facilities in support of project activities.
- The Starkville Police shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The Starkville Police will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
 - 72.32.135.120 (syncsvc.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.125 (syncsvc2.Brazos eCitationtech.com) (ports 80 and 443)
 - 98.129.131.213 (Reports2014.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.124 (www.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.122 (my.Brazos eCitationtech.com) (ports 80 and 443)
 - 207.182.213.55 (Brazos eCitationsupport.tylertech.com) (ports 80 and 443)
- The Starkville Police will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- The Starkville Police is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The Starkville Police has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The Starkville Police has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the Starkville Police has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the Starkville Police will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.



- The Starkville Police will deploy initially on 50 MDT's and 2 PDA.
- Deployment of the Tyler Brazos eCitation ECS for the Starkville Police will utilize the existing Tyler hosted server environment.
- All Starkville Police personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

10.1.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- **Undocumented requirements.** Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- **Post System Acknowledgement Configuration.** System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The Starkville Police may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.



11. Project Timeline

11.1 Intentionally left blank.





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: JANUARY 4, 2022
PAGE: 1 of 1**

SUBJECT: Request approval for Corporal Garrett Mittan and Corporal Dylan Peden to attend Basic Undercover Operations class located in Nashville, Tennessee January 9th through 13th ; at a cost of \$495.00 for the hotel. The class is free of charge.

AMOUNT & SOURCE OF FUNDING:

Basic Undercover Operations training	\$ 0
Room @ \$99 per night (Hotel Preston)	\$495.00

LINE ITEM

Training 001-201-690-552

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for Corporal Garrett Mittan and Corporal Dylan Peden to attend Basic Undercover Operations class located in Nashville, Tennessee January 9th through 13th ; at a cost of \$495.00 for the hotel. The class is free of charge.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

To: Chain of Command

From: *Garrett Mittan* Cpl. Garrett Mittan *Dylan Peden* Cpl. Dylan Peden

Ref: Hotel Rooms for Training

Date: December 20, 2021

To Chain of Command,

I, Corporal Mittan and Corporal Peden, are requesting the ability to attend Basic Undercover Operations class at Nashville Tennessee which Cpl. Jarvis and I are already registered for. Since Jarvis is already in another course for the same days. We respectfully request Cpl. Peden be put into his place. Meals and lodging are not provided. We are also requesting ^{one}~~two~~ hotel rooms at the Hotel Preston at 733 Briley Pkwy, Nashville, TN 37217. This hotel room \$90.00 a night per hotel room. The class is located in 545 Marriott Dr #850, Nashville, TN 37214. This class will be held January 10-14, 2022. Both officers will need their hotel rooms for the night of the 9th, 10th, 11th, 12th, and 13th of January 2022. Officers will return back to their assigned ~~duties~~ the night of January 14th 2022. Thank you in advance for this opportunity.

Cpl. Garrett Mittan S-28

Cpl. Dylan Peden S-53

MAE

HS

MB

This course was approved by chain. The dates got changed. Free course. Darius SIS

Basic Undercover Operations

Classes

7480

**Regional Organized Crime
Information Center TN Nashville,
Tennessee**
01/10/22 - 01/14/22

7513

**Regional Counterdrug Training
Academy MS NAS Meridian,
Mississippi**
03/07/22 - 03/11/22

[Click to Register](#)

7523

Hawaii HIDTA HI Honolulu, Hawaii
03/14/22 - 03/18/22

[Click to Register](#)

7378

**Angelina College Law
Enforcement Academy TX Lufkin,
Texas**
04/12/21 - 04/16/21

7392

**Police Training Institute WI
Ripon, Wisconsin**
07/19/21 - 07/23/21

7429

**Camp Shelby MS Hattiesburg,
Mississippi**
09/07/21 - 09/10/21

7441

**Colorado Springs Police
Department Sand Creek Division
CO Colorado Springs, Colorado**
09/27/21 - 10/01/21

Description

Length: 5 Days (40 Hours)

Designed For: This course is designed for all active sworn and certified state or local law enforcement officers.

Prerequisites: None

Description: This course is designed to teach the importance of mental toughness, officer survival, report writing, audio/video surveillance, drug informant management, and courtroom presentation. Students will learn the skills necessary to work in an undercover capacity for any environment including but not limited to human trafficking, illegal weapons, and illicit drugs. Students will learn to penetrate national/transnational criminal organizations (TOC) to eventually disrupt their operations and networks, limit their access to funding, reduce their assets, and raise the cost of doing business.

Course Objectives:

- Technical equipment
- Evidence
- Report writing
- Drug recognition/testing
- CI Management to include buys
- Case presentation
- Courtroom testimony
- Rips
- Reverses
- Buy walks
- Vice operations
- Arrest/search warrants
- Surviving critical incidents

Requirements:

- Weapon(s), holster(s) and any props that you would use in an undercover situation.
- No ammunition needed for the weapon(s) portion.
- Appropriate, casual street attire should be worn and have various clothing styles available, keeping in mind weapon concealment options.
- Concealable body armor



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

AGENDA ITEM NO:
AGENDA DATE: January 4, 2022
PAGE: 1

SUBJECT: Request approval to accept the lowest and best bids received for January 1, 2022 through June 30, 2022 source of supply listing for Starkville Utilities – Electric Division and Water Division.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best bids received for January 1, 2022 through June 30, 2022 source of supply listing for the Electric Division and Water Division.

Item Description	LOW BID		1st Alternate		2nd Alternate	
Cross Arms and Equipment Brackets						
F'glass 15" Vertical Single Phase Pin Ins Bracket						
2" x 18" Maclean G1HDA118DV1 or Hughes CF830A-18 or Chance 1SBH18V1 or Eq.	Stuart C. Irby	\$56.26	GRESKO Utility Supply, Inc.	\$76.65	Anixter Inc. / WESCO	\$78.40
F'glass Vertical Two Phase Pin Ins Bracket						
2" x 48" Maclean G2HDA248DV1, Chance 2SBH48VV1 or Hughes CF861A-48 or Eq.	Stuart C. Irby	\$127.13	GRESKO Utility Supply, Inc.	\$133.00	Anixter Inc. / WESCO	\$137.00
Wooden Cross Arms						
3 3/4" x 4 3/4" x 8 ft.	GRESKO Utility Supply, Inc.	\$54.00	Stuart C. Irby	\$57.23	Border States	\$58.00
3 3/4" x 4 3/4" x 10 ft.	GRESKO Utility Supply, Inc.	\$68.00	Stuart C. Irby	\$71.06	Border States	\$72.95
Braceless Deadend Crossarm Assemblies						
5 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 2000 Series Beam, Eye Nuts Front and Back Side, 2 Deadend Drilled Positions, Gray Color, Pupi Part # DA2000-060-E2-SPX2 Only	Anixter Inc. / WESCO	\$127.00	Border States	\$183.50	Stuart C. Irby	\$216.25
8 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 2500 Series Beam, Eye Nuts Front and Back Side, 2 Deadend Drilled Positions, Gray Color, Pupi Part # DA2500-096-E3-B7X2 Only	Anixter Inc. / WESCO	\$185.00	Border States	\$277.65	Stuart C. Irby	\$284.64
10 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 3000 Series Beam, Eye Nuts Front and Back Side, 4 Deadend Drilled Positions, Gray Color, Pupi Part # DA3000-120-F4-B9X2 Only	Anixter Inc. / WESCO	\$225.00	Border States	\$365.90	Stuart C. Irby	\$386.75
Braceless Tangent Arms						
5 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 04 Drill Spec, Gray, Part # TB2000-060-SPX2 or Eq.	GRESKO Utility Supply, Inc.	\$112.00	Anixter Inc. / WESCO	\$116.50	Stuart C. Irby	\$124.96
8 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 04 Drill Spec, Gray, Part # TB3000-096-04X2 or Eq.	Anixter Inc. / WESCO	\$33.40	GRESKO Utility Supply, Inc.	\$169.00	Stuart C. Irby	\$189.40
10 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 05 Drill Spec, Gray, Part # TB3000-120-05X2 or Eq.	Stuart C. Irby	\$228.82	Border States	\$251.16	GRESKO Utility Supply, Inc.	\$291.00
0" Three Phase Cutout/Arrestor Bracket						
Fiberglass 0 degree 3-phase cutout/arrestor bracket, Maclean G3MA024818DCB, Hughes CF670-48-18 or Hubbell 3SBM4818CTB or Eq.	GRESKO Utility Supply, Inc.	\$86.00	Stuart C. Irby	\$117.40	Border States	\$233.76
0" Single Phase Cutout/Arrestor Bracket						
Fiberglass 0 degree 1-phase cutout/arrestor bracket, Maclean G1MA0118DCB, Hughes CF667B-18, Aluma-Form F1CA-MV-H18-S1-H or Hubbell 1SBM18CTB or Eq.	GRESKO Utility Supply, Inc.	\$29.00	Stuart C. Irby	\$32.35	Border States	\$68.76
Cross Strap for Cutout/Arrestor Bracket						
Cross Strap for Cutout/Arrestor Bracket, Chance C2060190, Hughes CF759 or Eq.	Border States	\$19.92	Stuart C. Irby	\$21.47	NO	BID
Primary / Secondary Hardware						
Aluminum Straight Line Spring-Loaded D.E. Clamp, Type ADEZ, Anderson or Eq.						
ADEZ-70-N 4 to 4/0 ACSR	Stuart C. Irby	\$14.87	Border States	\$15.12	GRESKO Utility Supply, Inc.	\$19.55
ADEZ-116-N 336.4 to 954 ACSR	Anixter Inc. / WESCO	\$23.87	Border States	\$24.20	Stuart C. Irby	\$26.94
Aluminum Angle Suspension Clamp, Anderson or Eq.						
AAC - 301 0.198 to 0.732 in.	GRESKO Utility Supply, Inc.	\$11.50	Stuart C. Irby	\$12.25	Anixter Inc. / WESCO	\$12.30
HAS - 118 - C 0.70 to 1.18 in.	Anixter Inc. / WESCO	\$33.65	Stuart C. Irby	\$36.45	GRESKO Utility Supply, Inc.	\$39.00
Aluminum Mechanical Stirrup, Type AHLs, Anderson, Richards or Eq.						
AHLS - 024019 - E or HLAS-4/0 (4 to 4/0 ACSR)	Anixter Inc. / WESCO	\$16.20	GRESKO Utility Supply, Inc.	\$17.00	Border States	\$20.42
AHLS-954022-E or ASC-1000 (336.4 to 954 ACSR)	GRESKO Utility Supply, Inc.	\$43.00	Anixter Inc. / WESCO	\$50.75	Border States	\$52.28
Bronze Hot Line Clamp, Anderson, Richards or Eq.						
BC - 2/0 or BHLC-100 0.128 to 0.414 in.	GRESKO Utility Supply, Inc.	\$7.75	Stuart C. Irby	\$10.16	Anixter Inc. / WESCO	\$10.70
Aluminum Hot Line Clamp, Anderson, Richards or Eq.						
S1530AGP or AHL300TN 0.157 to 0.905 in.	Stuart C. Irby	\$14.81	Anixter Inc. / WESCO	\$14.85	Border States	\$15.91
S1545AGP 0.939 to 1.490 in.	GRESKO Utility Supply, Inc.	\$46.00	Stuart C. Irby	\$49.16	Border States	\$50.65
Clevis Type Suspension Insulators, Porcelain Products or Eq.						
ANSI Class 52-9A, Lapp 6815-70E or RUS Approved EQ.	Stuart C. Irby	\$10.89	Border States	\$13.26	NO	BID
Silicone Rubber Insulators						
Distribution Deadend Insulator, Silicone Housing with Fiberglass Core. 35 kV, ANSI 52-4 Clevis and Tongue End Fittings, Maclean Power Systems DS-35M, OR ALUMA-FORM DEI-35, or RUS Approved Equivalent. Housing Must be Silicone Rubber - NO EPDM	TransArmour Power	\$13.80	GRESKO Utility Supply, Inc.	\$15.85	Anixter Inc. / WESCO	\$17.20
Pin Insulators, F Neck, 1" Thread 15KV, ANSI Class 55-4.						
ANSI Class 55-4, NGK-Locke Cat # HRAP - 1/5, Porcelain Products Cat # 366-S or RUS Approved Eq.	Stuart C. Irby	\$3.92	GRESKO Utility Supply, Inc.	\$5.60	Border States	\$12.39
Transformer Mounting Bracket, Chance or Eq.						
Chance Cat # DT6C1	GRESKO Utility Supply, Inc.	\$190.00	Anixter Inc. / WESCO	\$198.20	Stuart C. Irby	\$206.07
Chance Cat # DT7C1	Border States	\$276.39	GRESKO Utility Supply, Inc.	\$350.00	Anixter Inc. / WESCO	\$361.75
Conduit Standoff Brackets						
Pelco Cat # SP-6060-12-PNC	NO	BID	NO	BID	NO	BID
Pelco Cat # SP-6060-24-PNC	NO	BID	NO	BID	NO	BID
Aluma-Form # 9-CSO-12	GRESKO Utility Supply, Inc.	\$40.95	Anixter Inc. / WESCO	\$43.40	Stuart C. Irby	\$45.88
Aluma-Form # 9-CSO-24	GRESKO Utility Supply, Inc.	\$44.85	Anixter Inc. / WESCO	\$47.40	Stuart C. Irby	\$50.24
Conduit Strap Kits, Chance or Eq.						
Cat # CSTK - 2; 2 inch strap	GRESKO Utility Supply, Inc.	\$4.40	Anixter Inc. / WESCO	\$4.65	Stuart C. Irby	\$4.92
Cat # CSTK - 3; 3 inch strap	GRESKO Utility Supply, Inc.	\$5.20	Anixter Inc. / WESCO	\$5.48	Stuart C. Irby	\$5.81
Cat # CSTK - 4; 4 inch strap	GRESKO Utility Supply, Inc.	\$5.55	Anixter Inc. / WESCO	\$5.85	Stuart C. Irby	\$6.19
Cat # CSTK - 6; 6 inch strap	GRESKO Utility Supply, Inc.	\$8.60	Anixter Inc. / WESCO	\$9.07	Stuart C. Irby	\$9.61

Item Description	LOW BID		1st Alternate		2nd Alternate	
General Use Bronze Connectors						
Anderson/Fargo Vise Type Ground Clamp, Cat # GC - 207	Stuart C. Irby	\$5.72	GRESKO Utility Supply, Inc.	\$7.50	Border States	\$8.14
Anderson/Fargo Bronze Parallel Groove Clamp, Cat # LC - 1602 or Dossier CU40-17	GRESKO Utility Supply, Inc.	\$17.15	Stuart C. Irby	\$22.76	Border States	\$32.36
Anderson/Fargo Bronze Terminal, 2-Hole Flat to Cable 1/0 - 500 Range, Cat # SWL - 050 - B2 or Dossier TCV50-2N	Stuart C. Irby	\$41.27	Border States	\$43.77	GRESKO Utility Supply, Inc.	\$46.00
Anderson/Fargo Bronze Terminal with 90 Degree Angle, 2-Hole Flat to Cable 1/0 - 500 Range, Cat # SWL - 050 - B2-Y90 or Dossier TCV450-2N-90.	Stuart C. Irby	\$70.17	GRESKO Utility Supply, Inc.	\$72.90	Border States	\$80.21
Aluminum Overhead Line Automatic Splice, Full Tension, MacClean VIP or Hubbell Surefit Only						
4 - 2 ACSR - MACLEAN #7652AP-VIP OR HPS GLSF4042A	GRESKO Utility Supply, Inc.	\$6.15	Anixter Inc. / WESCO	\$7.45	Border States	\$10.29
1/0 ACSR - MACLEAN #7653-VIP OR HPS GLSF4076A	Anixter Inc. / WESCO	\$8.10	GRESKO Utility Supply, Inc.	\$8.55	Stuart C. Irby	\$8.75
3/0 - 4/0 ACSR - MACLEAN #7656AP-VIP OR HPS GLSF4098	Anixter Inc. / WESCO	\$18.25	GRESKO Utility Supply, Inc.	\$19.15	Stuart C. Irby	\$19.76
336.4 KCML ACSR - MACLEAN #7658AP-VIP OR HPS GLSF411	GRESKO Utility Supply, Inc.	\$23.50	Stuart C. Irby	\$24.94	Border States	\$32.48
477 KCML ACSR - MACLEAN #7659-VIP OR HPS GLSF413	Anixter Inc. / WESCO	\$25.80	GRESKO Utility Supply, Inc.	\$26.40	Stuart C. Irby	\$27.96
Impact Aluminum Taps for ACSR; Impact Brand Only.						
795 - 795 #602121	Stuart C. Irby	\$38.07	GRESKO Utility Supply, Inc.	\$62.99	Anixter Inc. / WESCO	\$64.45
795 - 336.4 - #602121-6	Stuart C. Irby	\$30.77	GRESKO Utility Supply, Inc.	\$61.60	Anixter Inc. / WESCO	\$63.00
477 - 477 #1-602031-3	Stuart C. Irby	\$15.78	GRESKO Utility Supply, Inc.	\$29.07	Anixter Inc. / WESCO	\$29.75
477 - 336.4 #1-602031-4	Stuart C. Irby	\$15.78	GRESKO Utility Supply, Inc.	\$29.67	Anixter Inc. / WESCO	\$30.35
477 - 4/0 #1-602031-6	Stuart C. Irby	\$15.78	GRESKO Utility Supply, Inc.	\$29.67	Anixter Inc. / WESCO	\$30.35
477 - 1/0 #602031-9	Stuart C. Irby	\$17.40	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$30.35
336.4 - 336.4 #602007	Stuart C. Irby	\$15.46	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$24.30
336.4 - 4/0 #602004	Stuart C. Irby	\$15.89	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$24.30
336.4 - 1/0 #602001	Stuart C. Irby	\$15.46	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$24.30
336.4 - 2/0 #602002	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$24.30	Stuart C. Irby	\$33.73
336.4 - 1/0 Copper #602001	Stuart C. Irby	\$15.46	GRESKO Utility Supply, Inc.	\$23.73	Anixter Inc. / WESCO	\$24.30
4/0 - 4/0 #600466	Stuart C. Irby	\$3.73	GRESKO Utility Supply, Inc.	\$4.71	Anixter Inc. / WESCO	\$4.82
4/0 - 1/0 #600458	Stuart C. Irby	\$3.71	GRESKO Utility Supply, Inc.	\$4.71	Anixter Inc. / WESCO	\$4.82
1/0 - 1/0 #600403	Stuart C. Irby	\$3.73	GRESKO Utility Supply, Inc.	\$4.71	Anixter Inc. / WESCO	\$4.82
4/0 - #2 #600411	Stuart C. Irby	\$3.73	GRESKO Utility Supply, Inc.	\$4.71	Anixter Inc. / WESCO	\$4.82
Shells, Yellow	Stuart C. Irby	\$1.57	GRESKO Utility Supply, Inc.	\$2.80	Anixter Inc. / WESCO	\$2.87
Shells, Blue	Stuart C. Irby	\$1.57	GRESKO Utility Supply, Inc.	\$2.80	Anixter Inc. / WESCO	\$2.87
Burndy Dieless Hypress Range Taking Conn & Accessories						
Hyplug Type YA-A Uninsulated Compression Terminal, Cat# YA2CA9 Only	Stuart C. Irby	\$6.86	Anixter Inc. / WESCO	\$6.98	Border States	\$7.65
Hyplug Type YA-A Uninsulated Compression Terminal, Cat# YA2BA5 Only	Stuart C. Irby	\$8.11	Anixter Inc. / WESCO	\$8.27	Border States	\$9.09
Hyplug Type YA-A Uninsulated Compression Terminal, Cat# YA3AA3 Only	Stuart C. Irby	\$22.67	Anixter Inc. / WESCO	\$23.15	Border States	\$25.43
Hyplug Type YA-A Uninsulated Compression Terminal, Cat# YA3AA5 Only	Stuart C. Irby	\$18.66	Anixter Inc. / WESCO	\$19.00	Border States	\$20.90
Hyplug Type YA-A Uninsulated Compression Terminal, Cat# YA4AA3 Only	Stuart C. Irby	\$30.76	Anixter Inc. / WESCO	\$31.35	Border States	\$34.45
Hylink Uninsulated Compression Splice, Cat# YS2CA1 Only	Stuart C. Irby	\$3.29	Anixter Inc. / WESCO	\$3.35	Border States	\$3.68
Hylink Uninsulated Compression Splice, Cat# YS2BA1 Only	Stuart C. Irby	\$7.27	Anixter Inc. / WESCO	\$7.40	Border States	\$8.14
Hylink Uninsulated Compression Splice, Cat# YS3A1 Only	Stuart C. Irby	\$11.57	Anixter Inc. / WESCO	\$11.80	Border States	\$12.98
Hylink Uninsulated Compression Splice, Cat# YS3BA1 Only	Stuart C. Irby	\$27.37	Anixter Inc. / WESCO	\$27.90	Border States	\$30.68
Hylink Uninsulated Compression Splice, Cat# YS4A1 Only	Stuart C. Irby	\$30.30	Anixter Inc. / WESCO	\$30.90	Border States	\$33.95
Hystack Terminal Stacking Adapter, Cat# ASA250U Only	Stuart C. Irby	\$9.04	Border States	\$9.36	NO	BID
Hystack Terminal Stacking Adapter, Cat# ASA800U Only	Stuart C. Irby	\$5.14	Anixter Inc. / WESCO	\$5.25	Border States	\$5.36
Hystack Terminal Stacking Adapter, Cat# ASA1000U Only	Stuart C. Irby	\$13.45	Border States	\$13.95	NO	BID
Hyplug Pin Terminal, Cat# AYP2 Only	Border States	\$5.85	Stuart C. Irby	\$5.93	Anixter Inc. / WESCO	\$6.05
Hyplug Pin Terminal, Cat# AYP04/0 Only	Stuart C. Irby	\$14.95	Anixter Inc. / WESCO	\$15.25	Border States	\$15.66
Hyplug Pin Terminal, Cat# AYP0500 Only	Border States	\$20.04	Stuart C. Irby	\$21.87	Anixter Inc. / WESCO	\$22.30
Hyplug Pin Terminal, Cat# AYP750 Only	Anixter Inc. / WESCO	\$33.50	Border States	\$34.41	Stuart C. Irby	\$35.24
URD Transformer Secondary Connector						
Universal Stud Mount Disconnectable Secondary Connector, Accepts both 5/8" and 1" Transformer Studs, #12-350MCM Conductor, Homac Part #ZVW4023EZSL, Homac Only	NO	BID	NO	BID	NO	BID
Pole Top Pin						
Pole Top Pin, 20 Inch, 1 Inch Insulator Nylon Threads, Joslyn Cat #J740Z, Hubbell Cat # 2199P, or EQ.	TransArmour Power	\$7.01	GRESKO Utility Supply, Inc.	\$12.20	Anixter Inc. / WESCO	\$13.27
Ridge Pin, (Pole Top Pin), Fiberglass, 1 Inch Insulator, Chance RPH211 OR Joslyn 7781-621 or Eq.	GRESKO Utility Supply, Inc.	\$65.00	Stuart C. Irby	\$72.60	Border States	\$79.44
Pole Banding Systems						
ALUMNA-FORM BOLT-A-BAND STANDARD LENGTH SINGLE BAND, 5/8" HARDWARE, 72" LENGTH PART #BAR-5872 ONLY.	GRESKO Utility Supply, Inc.	\$44.40	Anixter Inc. / WESCO	\$46.95	Stuart C. Irby	\$49.75
ALUMNA-FORM BOLT-A-BAND STANDARD LENGTH DOUBLE BAND, 5/8" HARDWARE, 72" LENGTH PART #BAR-5872-2 ONLY.	GRESKO Utility Supply, Inc.	\$54.80	Anixter Inc. / WESCO	\$57.95	Stuart C. Irby	\$61.41
All Purpose Mounting Bracket						
Aluma-Form All Purpose Mounting Bracket, Heavy-Cuty Mount with Grade 5, 5/8 x 3 Bolt, Part HDBB-1511-H3H Only.	GRESKO Utility Supply, Inc.	\$14.40	Anixter Inc. / WESCO	\$15.25	Stuart C. Irby	\$16.16

Item Description	LOW BID		1st Alternate		2nd Alternate	
Guy Wire And Related Equipment						
Fiberglass Guy Strain Insulator, 15,000 Lb or Greater.						
Maclean Cat # GC1E - 15 - 144, Hubbell GS16144CP or Alum-Form FGS16-144CT	TransArmour Power	\$18.83	Stuart C. Irby	\$34.24	GRESKO Utility Supply, Inc.	\$34.75
Maclean Cat # GC1E - 15 - 12, Hubbell GS16012CP or Alum-Form FGS16-12CT	Anixter Inc. / WESCO	\$11.90	GRESKO Utility Supply, Inc.	\$12.10	Stuart C. Irby	\$13.57
Anchor Helix Assembly						
Single Helix 10 in Diameter for 3/4 in Rod, 1-3/8 in Core. Chance Cat # E1021633 or MacLean MDS-D104-6	TransArmour Power	\$30.28	GRESKO Utility Supply, Inc.	\$42.00	Anixter Inc. / WESCO	\$43.35
Twin Helix 10 in Diameter for 3/4 in Rod, 1-3/8 in Core. Chance Cat # E1021637 or MacLean MDS-D104-2-6	TransArmour Power	\$55.65	GRESKO Utility Supply, Inc.	\$97.15	Anixter Inc. / WESCO	\$98.10
Chance Pisa or MacLean, 3/4 in. X 7 ft. Rod & Twineye Nut. Chance Cat # E1020044 or MacLean MDS D75D	TransArmour Power	\$23.90	Anixter Inc. / WESCO	\$25.55	GRESKO Utility Supply, Inc.	\$27.25
Bust Expanding Anchor						
Chance Bust Expanding Anchor, Galvanized. Cat # 88135G.	Anixter Inc. / WESCO	\$31.65	GRESKO Utility Supply, Inc.	\$37.95	Border States	\$58.75
Chance Galvanized Bust Anchor Rod 3/4 in. X 8 ft. with Twineye Adapter. Cat # 5358	Anixter Inc. / WESCO	\$29.30	GRESKO Utility Supply, Inc.	\$42.00	Stuart C. Irby	\$42.40
Guy Wire, Galvanized Steel						
3/8 Siemens Martin Grade, Coils per FT	Stuart C. Irby	\$0.52	GRESKO Utility Supply, Inc.	\$0.55	Border States	\$0.60
7/16 High Strength Grade, Coils per FT	Stuart C. Irby	\$0.77	GRESKO Utility Supply, Inc.	\$0.84	Border States	\$0.96
Banded Guy Attachment with Clevis						
Aluma-Form heavy Duty Banded Guy Attachment with Clevis. Part BGA-S20 Only.	GRESKO Utility Supply, Inc.	\$88.35	Anixter Inc. / WESCO	\$93.40	Stuart C. Irby	\$98.99
Conductor & Communications Cable						
#6 Duplex, Shepherd, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	\$0.35	NO	BID	NO	BID
#4 Triplex, Periwinkle, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	\$0.73	NO	BID	NO	BID
#1/0 Triplex, Neritina, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	\$1.40	NO	BID	NO	BID
#4/0 Triplex, Zuzara, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	\$2.69	NO	BID	NO	BID
#1/0 Quadruplex, Costena, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	\$1.96	NO	BID	NO	BID
#4/0 Quadruplex, Appaloosa, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	\$3.18	NO	BID	NO	BID
#336.4 kcmil Quadruplex, Gelding, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
#2 ACSR, Sparrow, Packaged on Reels. Per FT.	Border States	\$0.29	NO	BID	NO	BID
#1/0 ACSR, Raven, Packaged on Reels. Per FT.	Border States	\$0.44	NO	BID	NO	BID
#4/0 ACSR, Penguin, Packaged on Reels. Per FT.	Border States	\$0.83	NO	BID	NO	BID
#336.4 ACSR, Merlin, Packaged on Reels. Per FT.	Border States	\$1.09	NO	BID	NO	BID
#477 ACSR, Pelican, Packaged on Reels. Per FT.	Border States	\$2.41	NO	BID	NO	BID
3-Layer 15 kV ACSR Tree Wire. 1/0 AWG, 6/1 Stranding. Southwire or Hendrix. Packaged on Reels. Bidder shall specify standard reel length.	NO	BID	NO	BID	NO	BID
3-Layer 15 kV ACSR Tree Wire. 477 kcmil, 18/1 Stranding. Southwire or Hendrix. Packaged on Reels. Bidder shall specify standard reel length.	NO	BID	NO	BID	NO	BID
#6 Underground Duplex, Clafin, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
#4 Underground Triplex, Vassar, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
#4/0 Underground Triplex, Sweetbriar, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	Border States	\$2.24	NO	BID	NO	BID
4/0 Underground Triplex, Sweetbriar Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
#350 Underground Triplex, Wesleyan, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels.	Border States	\$3.64	NO	BID	NO	BID
350 kcmil Underground Triplex, Wesleyan Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
#4/0 Underground Quadruplex, Wake Forest, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
4/0 Underground Quadruplex, Wake Forest Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
350 Underground Quadruplex, Slippery Rock, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
350 kcmil Underground Quadruplex, Slippery Rock Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 1/0 Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper Full Neutral Consisting of 16 - #14 Strands, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Okonite or Kerite Only. Price per Foot.	T&C Specialty Distributors, Inc.	\$3.05	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 750 kcmil Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper 1/3 Neutral, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Okonite or Kerite Only. Price per Foot.	T&C Specialty Distributors, Inc.	\$8.77	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 750 kcmil Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper 1/3 Neutral, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Okonite or Kerite Only. Price per Foot. 1400 ft reels only. (Reel Deposit Included in Price)	T&C Specialty Distributors, Inc.	\$8.77	NO	BID	NO	BID
#6 Insulated Soft Drawn Riser Wire, Solid Copper Wire. Packaged on Small Spools. Per FT.	Border States	\$0.96	NO	BID	NO	BID
#4 Bare Soft Drawn Solid Copper Wire. Per FT.	Border States	\$1.32	NO	BID	NO	BID
#6 Bare Soft Drawn Solid Copper Wire. Per FT.	Border States	\$0.80	NO	BID	NO	BID
AFL, ADSS Cable, Mini-Span 424, 60 Fiber, Part#AE0609C520A44 Only.	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Underground Equipment						
S&C Vista Underground 4-Way Switchgear, Model 422, S&C 934222R1-P412-S313, S&C Only.	Stuart C. Irby	\$57,413.90	NO	BID	NO	BID
S&C Vista Underground 5-Way Switchgear, Model 523, S&C 935232R1-P613-S192, S&C Only.	Stuart C. Irby	\$77,368.42	NO	BID	NO	BID
Load Break Bushing Insert, 200 A, 15 kV, Cooper LBI 215, or Elastimold 1601A4.	TransArmour Power	\$20.50	GRESKO Utility Supply, Inc.	\$23.75	Anixter Inc. / WESCO	\$31.70
Load Break Elbow Connector with Jacket Seal, 200 Amp, 15 kV, with Capacitive Test Point, 1/0 Stranded Conductor, Cooper LEJ215CC06T.	GRESKO Utility Supply, Inc.	\$32.85	NO	BID	NO	BID
Horizontal Load Break Portable Feedthru, 200 Amp, 15 kV, Cooper LPF215H or Elastimold 164FT.	GRESKO Utility Supply, Inc.	\$85.20	Anixter Inc. / WESCO	\$111.10	Stuart C. Irby	\$117.77
Rotatable Loadbreak Feedthru Insert, 200 A, 15kV Class. Cooper LF1215 or Elastimold 1602A3R.	GRESKO Utility Supply, Inc.	\$116.35	TransArmour Power	\$129.60	Border States	\$226.16
Insulated Protective Cap. 15 kV Class. Cooper LPC215 or Elastimold 160DRG.	GRESKO Utility Supply, Inc.	\$22.60	TransArmour Power	\$26.90	Anixter Inc. / WESCO	\$28.15
600 Amp Deadbreak Connector, 25 kV Class, BOL-T only, 750 kcmil Aluminum Conductor with CopperTop Compression Connector. Part # Cooper BT625FF25C1 or Elastimold K675LR-M5380.	GRESKO Utility Supply, Inc.	\$229.90	TransArmour Power	\$237.50	Anixter Inc. / WESCO	\$289.25
600 Amp Loadbreak Reducing Tap Plug For use With BOL-T, 25 kV Class, With Copper Stud in Individual Box. Cooper BLRTP625C or Elastimold K675RTP.	GRESKO Utility Supply, Inc.	\$135.85	Stuart C. Irby	\$536.14	NO	BID
Polywater Type HP Multipurpose Cleaner/Degreaser. 16Oz. Aerosol Can. Cat # HPY-12.	Stuart C. Irby	\$9.53	Border States	\$11.30	NO	BID
Polywater Cable Lubricant J-640 or Eq. in 5 Gallon Pails.	Stuart C. Irby	\$60.28	Border States	\$85.90	NO	BID
Polywater Cable Lubricant J. One Quart Front End Pack. Packaged 12 Per Case. Catalog #J-27. Price per Case.	Stuart C. Irby	\$6.40	Border States	\$9.47	NO	BID
URD Cable Termination, Cold Applied, Jacketed Concentric Neutral Cable						
Raychem 841360-000 TFI-151E-1/0	Stuart C. Irby	\$21.60	Anixter Inc. / WESCO	\$31.48	NO	BID
Raychem 050920-000 TFI-153E	Anixter Inc. / WESCO	\$51.30	NO	BID	NO	BID
URD Cable Splice, Jacketed Concentric Neutral Cable, Raychem Only.						
1/0 URD Primary Heat Shrink Splice Without Connector. Part # HVS-1511S-J.	Anixter Inc. / WESCO	\$117.50	NO	BID	NO	BID
750 kcmil URD Primary Heat Shrink Splice Without Connector. Part # HVS-1514S-J.	Anixter Inc. / WESCO	\$285.25	NO	BID	NO	BID
Loadbreak Junctions						
Loadbreak Junction, 200 A, 15 kV Class, Cooper Cat# LJ215C4U or Elastimold 164J4-5.	GRESKO Utility Supply, Inc.	\$118.25	Anixter Inc. / WESCO	\$157.70	Stuart C. Irby	\$167.18
Fiberglass Secondary Pedestal with 350 kcmil Connectors. Pencil Only.						
Secondary Pedestal with 350 kcmil Connectors. Pencil Only. Pencil Catalog # AG18HDX-135	Border States	\$382.00	NO	BID	NO	BID
Underground Equipment Continued						
Fiberglass Box Pads For Single Phase Transformers. Nordic or Eq. Nordic Catalog # CBP-37-43-15A-MG-22X24	NO	BID	NO	BID	NO	BID
Fibercrete Box Pad 94" x 80" for use with 4-Way Vista Swgr. Concast Part # FC-69-83-36-V Only.	Stuart C. Irby	\$1,659.76	NO	BID	NO	BID
Fibercrete Box Pad 117" x 80" for use with 5-Way Vista Swgr. Concast Part # FC-69-106-36-V Only.	Stuart C. Irby	\$3,305.60	NO	BID	NO	BID
Fibercrete Box Pad with 6" x 53" Opening for use with 3-Phase Sectionalizing Cabinet. Concast Part# FC-19-65-20-0653. Concast Only.	Stuart C. Irby	\$337.77	NO	BID	NO	BID
Fibercrete Box Pad with 18" x 80" Opening for use with 3-Phase Sectionalizing Cabinet. Concast Part# FC-23-85-32-1880. Concast Only.	Stuart C. Irby	\$783.07	NO	BID	NO	BID
Sectionalizing Cabinet, 3-Phase, 200 A, 15 kV Class, Mild Steel, with Three 4-Position 200 Amp Loadbreak Junctions Installed. Howard Industries Cat# 4560-227470-400. Howard Industries Only.	Howard Industries, Inc.	\$5,050.00	NO	BID	NO	BID
Sectionalizing Cabinet, 3-Phase, 200 A, 15 kV Class, Mild Steel, without Loadbreak Junctions. Howard Industries Cat# 4584-227470-400. Howard Industries Only.	Howard Industries, Inc.	\$3,333.00	NO	BID	NO	BID
Sectionalizing Cabinet, 1-Phase, 200 A, 15 kV Class, Mild Steel, with One 4-Position 200 Amp Loadbreak Junctions Installed. Howard Industries Cat# 4530-227470-200. Price of Cabinet to Include Mild Steel Mounting Plate Part# 0062-189904-001. Howard Industries Only.	Howard Industries, Inc.	\$2,362.00	NO	BID	NO	BID
Conduit and Fittings						
High Density Polyethylene Conduit, 2 in. Nominal Size, 2.375 in. Outside Diameter with 13.5 SDR, Black With Red Trisripe, 40 Ft. Lengths, Smooth Wall. Carlon or Eq. Per Ft.	NO	BID	NO	BID	NO	BID
High Density Polyethylene Conduit, 3 in. Nominal Size, 3.5 in. Outside Diameter with 13.5 SDR, Black With Red Trisripe, 40 Ft. Lengths, Smooth Wall. Carlon or Eq. Per Ft.	NO	BID	NO	BID	NO	BID
Schedule 40 PVC, 2 in. 20 ft. Sections. Per Ft.	NO	BID	NO	BID	NO	BID
Schedule 40 PVC, 3 in. 20 ft. Sections. Per Ft.	NO	BID	NO	BID	NO	BID
Champion Fiberglass, 90 x 36 in Elbow, 3 in. Nominal, with Bonded On Deep Couplings. Part 30A-SW-92-P-2D	NO	BID	NO	BID	NO	BID
Champion Fiberglass, 90 x 24 in Elbow, 2 in. Nominal, with Bonded On Deep Couplings. Part 20A-SW-91-P-2D	NO	BID	NO	BID	NO	BID
Bondut Conduit Adhesive Kit with Dispensing Tool. Kit Contains 2 Adhesive Cartridges, 8 Mixing Nozzles, 1 Strip of Sanding Cloth, 8 TR-1 Cleaning Wipes and 1 Dispensing Tool. Bondut Cat # BT-KITG or Eq.	NO	BID	NO	BID	NO	BID
3M, Type MB-3 Crossarm Mounting Bracket for URD Cable Range 0.80-1.25 in.	NO	BID	NO	BID	NO	BID
3M, Type MB-6 Crossarm Mounting Bracket for URD Cable Range 1.80-2.40 in.	NO	BID	NO	BID	NO	BID
Ditch Witch Bore Gel Bentonite 50 Lb Bags	NO	BID	NO	BID	NO	BID
Ditch Witch EZ Mud. 5 Gallon Pails.	NO	BID	NO	BID	NO	BID
Ditch Witch Con Det Wetting Agent. 5 Gallon Pails.	NO	BID	NO	BID	NO	BID
Concrete						
Ready Mixed Concrete, Consisting of Portland Cement, Fine and Coarse Aggregate, Water and Approved Admixtures, Combined, Mixed, Transported and Placed at the Owner's Jobsite, including Furnishing Labor, Materials, Equipment and Incidentals as Required to Provide Concrete to the SED Jobsites inside the City Limits of Starkville. Concrete Mix shall have a Minimum Specified 280Day Compressive Strength of 2500 PSI and a Water-Cement Ratio By Weight of 0.50 to 0.60. Proportion and Design Mixes to Result in Concrete Slump at the Point of Placement as Directed by the Owner. Slump at the Point of Placement shall be 4 in. to 6 in. for Concrete that is to be Mechanically Vibrated, and 5 in. to 7 in. for Concrete that is to be Placed Without Consolidation. Supplier shall Comply with the Requirements of ASTM C94 "Standard for Ready-Mixed Concrete". Price per Cubic Yard.	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Protective Equipment and Capacitor Equipment						
S&C Positrol Fuse Links "QR" Speed						
1 Amp	Stuart C. Irby	\$7.23	NO	BID	NO	BID
3 Amp	Stuart C. Irby	\$7.23	NO	BID	NO	BID
5 Amp	Stuart C. Irby	\$7.23	NO	BID	NO	BID
7 Amp	Stuart C. Irby	\$7.23	NO	BID	NO	BID
10 Amp	Stuart C. Irby	\$7.83	NO	BID	NO	BID
15 Amp	Stuart C. Irby	\$7.83	NO	BID	NO	BID
20 Amp	Stuart C. Irby	\$7.83	NO	BID	NO	BID
25 Amp	Stuart C. Irby	\$8.37	NO	BID	NO	BID
30 Amp	Stuart C. Irby	\$8.37	NO	BID	NO	BID
40 Amp	Stuart C. Irby	\$8.37	NO	BID	NO	BID
50 Amp	Stuart C. Irby	\$9.88	NO	BID	NO	BID
60 Amp	Stuart C. Irby	\$11.96	NO	BID	NO	BID
75 Amp	Stuart C. Irby	\$11.96	NO	BID	NO	BID
100 Amp	Stuart C. Irby	\$14.91	NO	BID	NO	BID
125 Amp	Stuart C. Irby	\$17.06	NO	BID	NO	BID
150 Amp	Stuart C. Irby	\$24.11	NO	BID	NO	BID
Cooper Power Systems "D" Link Fuse. FLD3-(insert amp)						
1 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
2 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
3 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
5 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
7 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
10 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
15 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
20 Amp	GRESKO Utility Supply, Inc.	\$5.75	NO	BID	NO	BID
Other Protective Equipment						
Cooper Power Systems Companion II Backup Current-Limiting Fuse, 8.3 kV, 25 k Current Rating with Spline Stud and Eyebolt Terminal. Cooper FAH8KV25KBGR1 Only.	GRESKO Utility Supply, Inc.	\$51.80	TransArmour Power	\$74.90	NO	BID
Loadbuster Disconnect, 25 kV, 600 A Continuous, S&C Catalog # 4943R9ED2.	Border States	\$288.00	Stuart C. Irby	\$336.58	NO	BID
FUSE CUTOFF, 15 kV, 100 AMP CONTINUOUS, 16kA ASYMMETRICAL INTERRUPTING, PARALLEL-GROOVE CONNECTORS AND EXTENDED MOUNTING BRACKET. BODY MUST BE SILICONE RUBBER - NO EPDM. ALUMA-FORM CSG-15-100A-110-CX-16KA ORABB X1JCLNLM11 OR S&C EQ QR COOPER EQ	GRESKO Utility Supply, Inc.	\$85.40	Anixter Inc. / WESCO	\$87.35	Border States	\$170.25
Fuse Tube Including Cap & Arc Shortening Rod, 14.4 kV, 100 Amp, S&C Catalog # 89531R10, ABB 7194C60G02MP, or Aluma-Form CFH15-100-16KA or Cooper or En	Anixter Inc. / WESCO	\$42.60	GRESKO Utility Supply, Inc.	\$45.75	Stuart C. Irby	\$47.86
Fuse Tube, 14.4 kV, 200 A, S&C Catalog # 89571R11, or ABB 7194C60G19 OR Cooper Eq.	Anixter Inc. / WESCO	\$59.80	Stuart C. Irby	\$64.83	NO	BID
Splice Disconnect Blade, 14.4 kV, 300 Amp, S&C Catalog # 89621R10 or ABB 7194C60G04 or ALUMAFORM CSB15-300A or En.	Stuart C. Irby	\$54.99	Anixter Inc. / WESCO	\$64.85	GRESKO Utility Supply, Inc.	\$71.00
Loadbreak Cutoff, 15/27 kV, 100 Amp Continuous, Porcelain, ABB Catalog # Y2NCBNAQ12 - ABB only.	NO	BID	NO	BID	NO	BID
Loadbreak Cutoff, 15/27 kV, 100 Amp Continuous, Silicone Rubber, ABB Catalog # Y2JCLNOA12 - ABB only.	NO	BID	NO	BID	NO	BID
Elbow Surge Arrester, 10 kV, 8.4 kV MCOV, 36 in. Lead Wire. Cooper 3238018C10M or Ohio Brass 6115090036 or Elastimod 215ELA10	GRESKO Utility Supply, Inc.	\$65.50	TransArmour Power	\$94.95	Stuart C. Irby	\$97.24
Parking Stand Surge Arrester, 10 kV, 8.4 kV MCOV. Cooper Part # 3237686C10M or Elastimod 167PSA10.	Anixter Inc. / WESCO	\$205.70	TransArmour Power	\$206.25	Border States	\$213.86
Heavy Duty Distribution Class Arrester, 10 kV, 8.4 kV MCOV. With Isolator, Wildlife Protector and NEMA X-Arm Bracket. Cooper UHS1005-0A1A-1BIA or Ohio Brass 2137097324 Only	GRESKO Utility Supply, Inc.	\$31.00	TransArmour Power	\$33.18	Border States	\$40.34
Hubbell Protecta Lite Suspension Distribution Class Arrester, 13.8 kV, 8.4 kV MCOV with Fargo Hot Line Clamp GH202AD and 90 Inch #4 AWG Tinned Copper Rope Lay Conductor Lead. Hubbell Catalog #602009-B0-X4-005 Only	Border States	\$179.11	NO	BID	NO	BID
3-Phase Air Break Switch. 25 kV, 600 A, Insulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Upright Hookstick Operated With Extra Mounting Clearance And Lightning Arrester Mounting. S&C Cat. # 147443R4-H-A2P1.	Stuart C. Irby	\$5,358.81	NO	BID	NO	BID
3-Phase Air Break Switch. 15 kV, 600 A, Insulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Vertical Hookstick Operated. S&C Cat. # 147532R4-H	Stuart C. Irby	\$4,118.20	NO	BID	NO	BID
3-Phase Air Break Switch. 14.4 kV, 900 A, Insulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Tiered Outboard Hookstick Operated With Pole Bank and J-Boils S&C Cat. # 147832R4-H2-P1	Stuart C. Irby	\$4,466.99	NO	BID	NO	BID
New 3-Phase Recloser, 800 Amp Cont., 12.5 kA Interrupting, Solid Dielectric, 15 kV Class Vacuum Recloser with SEL-651RA Control. 14 Pin Control Cable. Equipped with 3 Low Energy Analog Voltage Sensors. Recloser outfitted with 2 Hole Pads, "L" Shaped Pole Mount Center Bracket, Lightning Arrester Brackets and 40 ft. 14 Pin Control Cable. G&W Electric VIP378ER-12S Only. SEL Part # 0651RA01XBAE1A3311BXXX	Power Connections, Inc	\$19,119.00	NO	BID	NO	BID
Schweitzer Engineering Laboratories, Inc., SEL-651RA Recloser Control for use with G&W Viper or Cooper VVE. Part Number 0651RA01XBAXAE1A3311BXXX. Schweitzer Engineering Laboratories, Inc. only.	Power Connections, Inc	\$4,872.03	NO	BID	NO	BID
Schweitzer Engineering Laboratories, Inc., SEL-C510, 40 Ft. Recloser 14 Pin Control Cable, 14-Pin Male to Female Amphibol Connector.	Power Connections, Inc	\$412.00	NO	BID	NO	BID
SEL Overhead Autoranger FCI with 4 Hr Permanent Fault Reset & 16 Hr Temporary Fault Reset Time. SEL Part# AR360-4-16.	Power Connections, Inc	\$230.00	NO	BID	NO	BID
SEL Underground Autoranger FCI with 4 Hr Permanent Fault Reset Time. No Battery with Integral Display. SEL Part# 1ARUJ4Y2.	Power Connections, Inc	\$126.00	NO	BID	NO	BID
SEL Underground Autoranger FCI with 4 Hr Permanent Fault Reset Time. With Battery & 10 ft Remote Fiber Optic Display. SEL Part# 1BARURZ4LEY2..	Power Connections, Inc	\$178.46	NO	BID	NO	BID
New G&W Viper Single Phase Recloser, Polemount "L" Config., with Arrester Brackets, NEMA 2-Hole Lugs, Wildlife Protectors, SEL-Kestrel Control, 40 ft Cable. G&W VIP178ER-12-SP Only. SEL 0351RS022XB1E11X1XXX Control.	Power Connections, Inc	\$6,862.00	NO	BID	NO	BID
Chance Loadbreak Electronic Resettable Sectionalizer, 15 kV, 50 Amp, 2-Count, Parallel Grove C.amps, NEMA Bracket, Chance C750-152PB only.	Stuart C. Irby	\$1,121.24	Border States	\$1,134.90	NO	BID
Chance Loadbreak Electronic Resettable Sectionalizer, 15 kV, 70 Amp, 2-Count, Parallel Grove C.amps, NEMA Bracket, Chance C750-162PB only.	Stuart C. Irby	\$1,121.24	Border States	\$1,134.90	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Capacitors Equipment & Relays						
Capacitor, 50 KVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESKO Utility Supply, Inc.	\$622.00	NO	BID	NO	BID
Capacitor, 100 KVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESKO Utility Supply, Inc.	\$595.00	NO	BID	NO	BID
Capacitor, 200 KVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESKO Utility Supply, Inc.	\$730.00	NO	BID	NO	BID
Capacitor, 300 KVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESKO Utility Supply, Inc.	\$853.00	NO	BID	NO	BID
Vacuum Capacitor Switch, Type VCS-1, 95 kV BIL, 200 A Continuous, 120 VAC Operating Voltage, Standard 5-Pin Receptacle for 3-Wire Control with matching plug prewired with pigtail, with birdguards. ABB Cat # PS15-1AMBC-2121S or Edison ECSA141BA1	GRESKO Utility Supply, Inc.	\$1,350.00	NO	BID	NO	BID
SEL-RTAC, Model 35304BA0X1211X0X0000X	Power Connections, Inc	\$5,000.00	NO	BID	NO	BID
SEL-RTAC, Model 3530HA0X1211A0X0000X	Power Connections, Inc	\$8,070.00	NO	BID	NO	BID
SEL 734B Capacitor Control, Model 07340T9F1D1626EXXAD3AA000.	Power Connections, Inc	\$1,855.00	NO	BID	NO	BID
Beckwith A-6280A-STRK1 Capacitor Control with COPPER Ethernet.	Stuart C. Irby	\$2,953.01	NO	BID	NO	BID
Beckwith A-6280A-STRK1 Capacitor Control with FIBER Ethernet.	Stuart C. Irby	\$3,045.78	NO	BID	NO	BID
Beckwith B-1312-45 Neutral CT 5:0.2 Amp with 45 Ft. Cable and 3-Pin Cannon Connector.	Stuart C. Irby	\$277.11	NO	BID	NO	BID
S&C Line Post Current Sensor, 14.4 kV, S&C Only Cat # 904-001124-00	Stuart C. Irby	\$1,000.00	NO	BID	NO	BID
S&C Sensor Cable, Junction Box to Current Sensor, 20 Ft, End One Connector = None, End Two Connector = 2-Pin, S&C Only, Cat # 007-000767-03	Stuart C. Irby	\$209.88	NO	BID	NO	BID
Fusing Tape, Midsun Group Only						
E/FTP-100G, Price per Roll.	Stuart C. Irby	\$27.11	NO	BID	NO	BID
E/FTP-250G, Price per Roll.	Stuart C. Irby	\$66.87	NO	BID	NO	BID
Silicon Rubber Split Line Hose, Midsun Group Only						
E/INS-025, Price per Ft.	Stuart C. Irby	\$5.96	NO	BID	NO	BID
E/INS-50, Price per Ft.	Stuart C. Irby	\$6.33	NO	BID	NO	BID
E/INS-075, Price per Ft.	Stuart C. Irby	\$7.11	NO	BID	NO	BID
E/INS-100, Price per Ft.	Stuart C. Irby	\$7.83	NO	BID	NO	BID
Molded Bushing Products, Midsun Group Only						
E/Bush CV-LGE	Stuart C. Irby	\$75.30	NO	BID	NO	BID
E/Bush CV-Full	Stuart C. Irby	\$45.48	NO	BID	NO	BID
E/Bush CV-Small	Stuart C. Irby	\$17.77	NO	BID	NO	BID
E/Flex Barrier, 20 in Wide, Gray, Part #E/Flex BAR-EN-20" Gray.	Stuart C. Irby	\$59.64	NO	BID	NO	BID
Distribution Wildlife Covers, Midsun Only.						
E/Capacitor Cover	Stuart C. Irby	\$5.72	NO	BID	NO	BID
E/DL-LA-Recloser Cover	Stuart C. Irby	\$18.67	NO	BID	NO	BID
E/Pole Top Lightning Arrestor Cap	Stuart C. Irby	\$9.64	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Metering Equipment						
Honeywell/Elster, Single Phase, Solid State Electronic WattHour Meters, With SED Numbers in Sequence with Meters Previously Supplied. For Use with Starkville's Elster AMI System.						
Elster Energy Axis Rex2, Form 1S, Class 200, 120 Volt, with Service Disconnect and Yellow Nameplate, Catalog Number: ZFA3K000000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 2S, Class 200, 240 Volt, With Service Disconnect, No Test Links, with White Nameplate, Catalog Number: ZFCWMA00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 2S, Class 320, 240 Volt, No Test Links, with Yellow Nameplate, Catalog Number: ZFCYM00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2 Programmed for SED Solar Program, Form 2S, Class 200, 240 Volt, With Service Disconnect, No Test Links and Green Nameplate, Catalog Number: ZFCWMA00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 12S, Class 200, 120 Volt, with Service Disconnect and Yellow Nameplate, Catalog # ZF53WK00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 12S, Class 320, 120 Volt, No Test Links, with Yellow Nameplate, Catalog # ZF54K00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 4S, Class 20, 240 Volt, with Yellow Nameplate, Catalog # ZFC2M00000.	NO	BID	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 1S, Class 200, 120 Volt, With Service Disconnect, With Yellow Nameplate, Catalog Number: ZHA33A00004.	Anixter Inc. / WESCO	\$192.15	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 2S, Class 200, 240 Volt, With Service Disconnect, With No Test Links and White Nameplate, Catalog Number: ZHCW4A00004.	Anixter Inc. / WESCO	\$172.50	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 2S, Class 320, 240 Volt, No Test Links, With Yellow Nameplate, Catalog Number: ZHCY4000004.	Anixter Inc. / WESCO	\$137.25	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU Programmed for SED Solar Program, Form 2S, Class 200, 240 Volt, With Service Disconnect, With No Test Links and Green Nameplate, Catalog Number: ZHCW4A00004.	Anixter Inc. / WESCO	\$246.99	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 12S, Class 200, 120 Volt, With Service Disconnect, With No Test Links and Yellow Nameplate, Catalog Number: ZH5V3A00004.	Anixter Inc. / WESCO	\$188.20	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 12S, Class 320, 120 Volt, No Test Links and Yellow Nameplate, Catalog Number: ZH5V3000004.	Anixter Inc. / WESCO	\$234.00	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 4S, Class 20, 240 Volt, With Yellow Nameplate, Catalog Number: ZHC2A000004.	Anixter Inc. / WESCO	\$211.75	NO	BID	NO	BID
Honeywell/Elster, A3 Alpha, Solid State Electronic WattHour Meters, With SED Numbers in Sequence with Meters Previously Supplied. For Use with Starkville's Elster AMI System.						
Elster Energy Axis Alpha A3RALNQ, Form 16S, Class 320, 128K Memory, 120 - 480 Volt, With White Nameplate, Catalog Number: ZD3410P80LM.	Anixter Inc. / WESCO	\$620.75	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 - 480 Volt, With White Nameplate, Catalog Number: ZD3210P80LM.	Anixter Inc. / WESCO	\$610.50	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 - 480 Volt, 2 Relays To Cable (kyz) With Yellow Nameplate, Catalog Number: ZD3213P80LM.	Anixter Inc. / WESCO	\$659.95	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 - 480 Volt, ANSI C12.21 Protocol Ethernet Communications, With Yellow Nameplate, Catalog Number: ZD3210T60LM.	Anixter Inc. / WESCO	\$720.00	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 35S, Class 20, 128K Memory, 120 - 480 Volt, With Yellow Nameplate, Catalog Number: ZD2210P80LM.	Anixter Inc. / WESCO	\$662.25	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 3S, Single Phase, Class 20, 128K Memory, 120 Volt, With Yellow Nameplate, Catalog Number: ZDA210P80LM.	Anixter Inc. / WESCO	\$625.00	NO	BID	NO	BID
Meter Bases - "K" Base (Siemens Only)						
K4UT, Single-Phase With Lugs Cat # 9810-9546	NO	BID	NO	BID	NO	BID
K7T, Three-Phase With Lugs Cat # 9817-9506	NO	BID	NO	BID	NO	BID
Current Transformers, Secondary Type, Molded, Outdoor Padmount Mounting.						
200 : 5 RF 4.0 at 85C, 0.3 Acc. Class at 0.1 Ohms Burden. ABB Type CMV Hi-Temp. Style# 923A231G01 or G.E. JAC-QCV Cat # 750X236202.	NO	BID	NO	BID	NO	BID
500 : 5 RF 4.0 at 85C, 0.3 Acc. Class at 0.5 Ohms Burden. G.E. Encompass Model # JAB-OW. Cat # 750X136464.	NO	BID	NO	BID	NO	BID
1000:5 RF 2.0 at 85C, 0.15 Acc Class at 0.5 Ohms Burden, ABB CMV-S. ABB Style # 923A498G02.	NO	BID	NO	BID	NO	BID
1500 : 5 RF 2.0 at 85C, 0.3 Acc. Class at 0.5 Ohms Burden. G.E. Encompass Model # JAB-OW. Cat # 750X136463.	NO	BID	NO	BID	NO	BID
Current Transformers, Secondary Type, Outdoor,						
250:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.2 Ohms Burden, No Bar, Low Base, G.E. Encompass Model JCR-OW or Eq. G.E. Cat # 750X134609.	NO	BID	NO	BID	NO	BID
500:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.5 Ohms Burden, No Bar, Low Base, G.E. Encompass Model JAK-OW. Cat 750X133629.	NO	BID	NO	BID	NO	BID
600:5 Ratio, RF 2.0 at 30C, 0.15 Acc Class at 0.5 Ohms Burden, No Bar, Low Base, ABB CMF-S. ABB Style # 923A497G01.	NO	BID	NO	BID	NO	BID
1000:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.5 Ohms Burden, Window Type with Mounting Base, G.E. Encompass Model JAD-OW. Cat 750X120611.	NO	BID	NO	BID	NO	BID
Current Transformers, Primary Type, 15 KV, 110KV BIL, Outdoor, Acc Class 0.15, G.E. JKW-5A or ABB KON-11ER.						
50:5 Ratio, Rating Factor 1.5. G.E. Catalog # 755X053108.	NO	BID	NO	BID	NO	BID
150:5 Ratio, Rating Factor 1.5. G.E. Catalog # 755X053111.	NO	BID	NO	BID	NO	BID
200:5 Ratio, Rating Factor 1.5. ABB Catalog # E-923A427G01.	NO	BID	NO	BID	NO	BID
Primary Potential Transformers						
Potential Transformers, Primary Type, 15KV, Outdoor, Molded, 60:1, Two Bushing, 7200/12470 Wye, IEEE Meter Accuracy 0.15 W, X,M,Y. G.E. Type JVV-5A or Eq. Catalog # 763X03042.	NO	BID	NO	BID	NO	BID
Secondary Current and Voltage Transformer Racks						
Barfield instrument Transformer Mounting Bracket for 3 CTs or 3 VTs. Catalog # BA3CTVT-W	Border States	\$29.13	Anixter Inc. / WESCO	\$32.40	NO	BID
Primary Current and Voltage Transformer Racks						
Barfield One CT and One PT Cat # BAPMM2	Border States	\$154.66	Anixter Inc. / WESCO	\$162.25	Stuart C. Irby	\$354.55
Barfield Three CT and Three PT Cat # BAPMM6	Border States	\$500.31	Anixter Inc. / WESCO	\$560.85	Stuart C. Irby	\$1,011.40
Power Quality Equipment						
Power Monitors Revolution Power Quality Recorder	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four 24 in. Flex Current Transformers to Fit Revolution Power Quality Recorder. Cat# ECT 4/24	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four 36 in. Flex Current Transformers to Fit Revolution Power Quality Recorder. Cat# ECT 3/36	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four True Low Amp Dual Range 20/200 Amp Current Transformers To Fit Revolution Power Quality Recorder Cat # TLAR +200/4	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Lights and Lighting Equipment						
Misc. Specialty Lighting						
EATON-COOPER LIGHTING NAVION, 480 VOLT, 1A DRIVE CURRENT, 5000K LED COLOR TEMPERATURE, AF LIGHTIN ENGINE, 333-WATT 6 SQUARE, NON-DIMMING, TYPE 5 DISTRIBUTION, 20K SURGE PROTECTION, 10 YEAR WARRANTY. EATON NVN-AF-06-E-8-SWQ-7050-20K-AP-U ONLY.	GRESCO Utility Supply, Inc.	\$799.00	NO	BID	NO	BID
LED ROADWAY TO REPLACE 100W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMP WITH 7-PIN PHOTOCCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC PART #ATBMc10BLEDE15MVOLTR2P7, HOWARD LIGHTING PART #LRS1DMV24KG1P7N, GENERAL ELECTRIC ERL1008B140AGRAY, OR EATON ARCH-AF16-60-D-U-T2R-4N7-10K-AP-U ONLY.	Howard Lighting Products	\$123.95	Stuart C. Irby	\$146.14	Anixter Inc. / WESCO	\$151.65
LED ROADWAY TO REPLACE 250W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K LED COLOR TEMPERATURE WITH 7-PIN PHOTOCCELL RECEPTICAL, GRAY IN COLOR. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. GENERAL ELECTRIC PART #ERLH011B140AGRAY, HOWARD LIGHTING PART #LRM1GMV34GT1P7N, AMERICAN ELECTRIC PART #ATBMP05MVOLTR3P7, OR EATON VERD-G-A02-D-U-T3-4N7-10K-AP ONLY.	Howard Lighting Products	\$160.95	Stuart C. Irby	\$208.73	Border States	\$285.00
LED ROADWAY TO REPLACE 400W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K LED COLOR TEMPERATURE WITH 7-PIN PHOTOCCELL RECEPTICAL, GRAY IN COLOR. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. EATON VERD-M-A04-D-U-T4-4N7-10K-AP-U ONLY.	GRESCO Utility Supply, Inc.	\$440.00	NO	BID	NO	BID
LED FLOODLIGHT TO REPLACE 250W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPERATURE WITH 7-PIN PHOTOCCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC ACP0LEDPK3MVOLTWFL40KYKEBZSDP10KVIL0443PER7, GENERAL ELECTRIC EFNA0ES5405TDKBZ, EATON UFLD-A25-D-U-66-T-BZ-4N7-10K OR HOWARD UFBMD74YB2R7NA-1 ONLY.	GRESCO Utility Supply, Inc.	\$340.00	Howard Lighting Products	\$405.95	Stuart C. Irby	\$445.30
LED FLOODLIGHT TO REPLACE 400W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPERATURE WITH 7-PIN PHOTOCCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC #ACP0LEDPK3MVOLTWFL40KYKEBZSDP10KVIL0443PER7, GENERAL ELECTRIC PART #EFH1010BB65740AAT1DKBZ, EATON UFLD-A40-D-U-66-T-BZ-4N7-10K OR HOWARD UFBMD74YB2R7NA-3 ONLY.	GRESCO Utility Supply, Inc.	\$388.00	Howard Lighting Products	\$447.95	Stuart C. Irby	\$487.05
Howard Large Utility Floodlight, 120-277 Volt, 196W 80 LED, 4700K Led Color Temp, Slip Fitter Mounting, Concave Glass, NEMA 5 Optics. Howard Model #ULF4HE550UBZ ONLY.	Howard Lighting Products	\$524.55	NO	BID	NO	BID
LED INTERSTATE LIGHT, 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPERATURE WITH 7-PIN PHOTOCCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. EATON NVN-AF-06-LED-U-T4W-10K-4N7-AP ONLY.	GRESCO Utility Supply, Inc.	\$799.00	NO	BID	NO	BID
400 Watt HPS Interstate, 120 Volt Pole Mount with Photo Cell Receptacle. Ammerican Electric Cat # 285 40S CA MT1 R3 DA GY.	NO	BID	NO	BID	NO	BID
Street Light Arms						
6' Pole Mount 2" Steel	Anixter Inc. / WESCO	\$72.65	Stuart C. Irby	\$74.40	GRESCO Utility Supply, Inc.	\$78.00
10' Pole Mount 2" Steel	Anixter Inc. / WESCO	\$134.00	GRESCO Utility Supply, Inc.	\$135.00	Stuart C. Irby	\$137.23
Photo Electric Controls						
105-305 VAC, 50/60 Hz, 1000W, 1800VA DTL(Dark To Light) Part # D124-1.5-STM or Eq.	Anixter Inc. / WESCO	\$6.15	Stuart C. Irby	\$6.51	Border States	\$6.71
105-305 VAC, 50/60 Hz, 1000W, 1800VA, LED LONG LIFE PHOTOCONTROL PART DTL (DARK TO LIGHT) #DSS124N-1.5-TJJE OR HOWARD HI-LL-127-15-GN-A ONLY.	Howard Lighting Products	\$12.50	Anixter Inc. / WESCO	\$15.85	Stuart C. Irby	\$16.81
105-305 VAC, 50/60 Hz, 1000W, 1800VA, Ripley Long Life Photocontrol. Ripley Part #63501-RK Only.	GRESCO Utility Supply, Inc.	\$34.00	Stuart C. Irby	\$34.90	Border States	\$38.63
420-520 VAC, 50/60 Hz, 1000W, 1800VA, DTL(Dark To Light) Part # DX480-12A or Eq.	Anixter Inc. / WESCO	\$9.10	Stuart C. Irby	\$9.64	GRESCO Utility Supply, Inc.	\$10.25
432-528 VAC, 50/60Hz, 1000W, 1800VA, LONG LIFE PHOTOCONTROL PART RIPLEY LED #6394L OR HOWARD HI-LL-127-15-BK-A ONLY.	Howard Lighting Products	\$12.50	Stuart C. Irby	\$39.10	GRESCO Utility Supply, Inc.	\$39.95
Lamps, Street Light						
175 Watt Mercury Vapor	Howard Lighting Products	\$6.25	NO	BID	NO	BID
100 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	\$7.55	Border States	\$14.60	NO	BID
250 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	\$10.65	Border States	\$15.67	NO	BID
400 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	\$11.65	Border States	\$21.86	NO	BID
1000 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	\$42.95	NO	BID	NO	BID
1000 Watt Metal Halide	Howard Lighting Products	\$32.95	Border States	\$53.72	NO	BID
1500 Watt Metal Halide	Howard Lighting Products	\$28.95	Border States	\$41.16	NO	BID
LED NEMA Head						
LED NEMA HEAD. FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 92 OR GREATER. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. ONLY PART NUMBERS LISTED BELOW. AMERICAN ELECTRIC PART #WL1BPRMR5MPTLPKGL, HOWARD LIGHTING PART #NO2DMVD4U1P3N1, COOPER CRTK2-C018-D-U-T5R-TH-4N7-10MSP-A-10X-U97504 ONLY.	GRESCO Utility Supply, Inc.	\$101.00	Howard Lighting Products	\$119.95	Anixter Inc. / WESCO	\$145.00
Decorative Street Light						
EATON GENERATION SERIES LED POST TOP FIXTURE. CLASSICAL BASE, NON-DIMMING, 120-277V, TYPE 3 LIGHTING DISTRIBUTION PATTERN, VICTORIAN GLOBE, NOSTALGIC FINAIL, BLACK, WITH INTERNAL PHOTO-CONTROL RECEPTICAL & 10 YEAR WARRANTY. EATON CLB-080-LED-E-U-33-X-3-4-BK-4-U ONLY.	GRESCO Utility Supply, Inc.	\$945.00	NO	BID	NO	BID
HAPCO 20" YORK BASE- STRAIGHT FLUTED DECORATIVE POLE. 12" MOUNTING HEIGHT, 5" STRAIGHT FLUTED SHAFT, BLACK WITH BANNER ARM & BANNER RING. HAPCO Y0S12B5-SF0-"X ONLY.	GRESCO Utility Supply, Inc.	\$1,615.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Poles						
Wood Poles with CCA-ET & Penta Treatment						
30 ft Class 5	Baldwin Pole and Piling Co, Inc	\$128.00	NO	BID	NO	BID
40 ft Class 2	Baldwin Pole and Piling Co, Inc	\$310.00	NO	BID	NO	BID
40 ft Class 4	Baldwin Pole and Piling Co, Inc	\$233.00	NO	BID	NO	BID
45 ft Class 2	Baldwin Pole and Piling Co, Inc	\$375.00	NO	BID	NO	BID
50 ft Class 2	Baldwin Pole and Piling Co, Inc	\$465.00	NO	BID	NO	BID
55 ft Class 2	Baldwin Pole and Piling Co, Inc	\$545.00	NO	BID	NO	BID
60 ft. Class 1	Baldwin Pole and Piling Co, Inc	\$755.00	NO	BID	NO	BID
65 ft Class 1	Baldwin Pole and Piling Co, Inc	\$1,065.00	NO	BID	NO	BID
70 ft Class 1	Baldwin Pole and Piling Co, Inc	\$1,285.00	NO	BID	NO	BID
75 ft class 1	Baldwin Pole and Piling Co, Inc	\$1,525.00	NO	BID	NO	BID
80 ft class 1	Baldwin Pole and Piling Co, Inc	\$1,990.00	NO	BID	NO	BID
85 ft class 1	NO	BID	NO	BID	NO	BID
Concrete Poles - Octagonal Only						
30 ft Class 5	Baldwin Pole and Piling Co, Inc	\$1,107.00	NO	BID	NO	BID
30 ft Class 2	Baldwin Pole and Piling Co, Inc	\$1,107.00	NO	BID	NO	BID
35 ft Class 5	Baldwin Pole and Piling Co, Inc	\$1,278.00	NO	BID	NO	BID
35 ft Class 2	Baldwin Pole and Piling Co, Inc	\$1,524.00	NO	BID	NO	BID
40 ft Class 2	Baldwin Pole and Piling Co, Inc	\$1,778.00	NO	BID	NO	BID
40 ft Class H8	Baldwin Pole and Piling Co, Inc	\$3,469.00	NO	BID	NO	BID
45 ft Class 2	Baldwin Pole and Piling Co, Inc	\$2,020.00	NO	BID	NO	BID
45 ft Class H1	Baldwin Pole and Piling Co, Inc	\$2,735.00	NO	BID	NO	BID
50 ft Class 2	Baldwin Pole and Piling Co, Inc	\$2,255.00	NO	BID	NO	BID
50 ft Class H1	Baldwin Pole and Piling Co, Inc	\$2,802.00	NO	BID	NO	BID
55 ft Class 2	Baldwin Pole and Piling Co, Inc	\$2,683.00	NO	BID	NO	BID
55 ft Class H1	Baldwin Pole and Piling Co, Inc	\$3,095.00	NO	BID	NO	BID
60 ft Class 2	Baldwin Pole and Piling Co, Inc	\$2,939.00	NO	BID	NO	BID
60 ft Class H1	Baldwin Pole and Piling Co, Inc	\$3,303.00	NO	BID	NO	BID
65 ft Class 2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$3,351.00	NO	BID	NO	BID
65 ft Class H1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$3,742.00	NO	BID	NO	BID
70 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$3,915.00	NO	BID	NO	BID
70 ft Class H1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$4,064.00	NO	BID	NO	BID
70 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$5,166.00	NO	BID	NO	BID
75 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$4,262.00	NO	BID	NO	BID
75 ft Class H2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$4,807.00	NO	BID	NO	BID
75 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$5,385.00	NO	BID	NO	BID
80 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$4,446.00	NO	BID	NO	BID
80 ft Class H2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$5,334.00	NO	BID	NO	BID
80 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	\$5,800.00	NO	BID	NO	BID
Concrete Poles - Square Prestressed w/Taper						
30 ft. Lone Star LMPI Cat # 301002 or Eq.	Baldwin Pole and Piling Co, Inc	\$823.00	NO	BID	NO	BID
35 ft. Lone Star LMPI Cat # 351002 or Eq.	Baldwin Pole and Piling Co, Inc	\$951.00	NO	BID	NO	BID
Brackets - 6 ft Aluminum Street Light Brackets for Concrete Poles. Lonestar Prestress Mfg. Inc. or Eq.						
Single Arm Bracket Lone Star LMPI Cat # 966967 or Eq.	NO	BID	NO	BID	NO	BID
Double Arm Bracket Lone Star LMPI Cat # 967906 or Eq.	NO	BID	NO	BID	NO	BID
Steel Poles - 12 Sided Only						
60 ft Class 1	Border States	\$4,811.00	NO	BID	NO	BID
65 ft Class 1	Border States	\$5,393.00	NO	BID	NO	BID
70 ft Class 1	Border States	\$5,755.00	NO	BID	NO	BID
75 ft Class 1	Border States	\$6,913.00	NO	BID	NO	BID
80 ft Class 1	Border States	\$7,440.00	NO	BID	NO	BID
85 ft Class H1	Border States	\$10,428.00	NO	BID	NO	BID
90 ft Class H1	Border States	\$8,052.00	NO	BID	NO	BID
95 ft Class H1	Border States	\$8,631.00	NO	BID	NO	BID
100 ft Class H1	Border States	\$9,869.00	NO	BID	NO	BID

Item Description	Low Bid	1st Alternate	2nd Alternate
Overhead Single Phase Distribution Pole Mounted Transformers. 7200/12470Y -- 120/240 Volts.			
1 kVA	Howard Industries	\$951.00	
5 kVA	Howard Industries	\$1,098.00	
10 kVA	Howard Industries	\$1,488.00	
15 kVA	Howard Industries	\$1,750.00	
25 kVA	Howard Industries	\$2,252.00	
37.5 kVA	Howard Industries	\$2,746.00	
50 kVA	Howard Industries	\$3,578.00	
75 kVA	Howard Industries	\$5,026.00	
100 kVA	Howard Industries	\$6,322.00	
167 kVA	Howard Industries	\$10,218.00	
250 kVA	Howard Industries	\$14,563.00	
Overhead Single Phase Distribution Pole Mounted Transformers. 12470 -- 277 Volts.			
50 kVA	Howard Industries	\$3,341.00	
75 kVA	Howard Industries	\$4,538.00	
100 kVA	Howard Industries	\$5,774.00	
167 kVA	Howard Industries	\$8,740.00	
250 kVA	Howard Industries	\$11,692.00	
333 kVA	Howard Industries	\$16,179.00	
500 kVA	Howard Industries	\$24,315.00	
Overhead Single Phase Distribution Pole Mounted Transformers. 7200 -- 277 Volts.			
250 kVA	Howard Industries	\$11,668.00	
333 kVA	Howard Industries	\$16,442.00	
500 kVA	Howard Industries	\$23,825.00	
Pad Mounted Single Phase Distribution Transformers. 12470GY/7200 -- 240/120 Volts. (Results shown do not take into consideration Construction Spec 4.9)			
25 kVA	Howard Industries	\$9,035.00	
37.5 kVA	Howard Industries	\$10,414.00	
50 kVA	Howard Industries	\$11,803.00	
75 kVA	Howard Industries	\$14,648.00	
100 kVA	Howard Industries	\$17,817.00	
167 kVA	Howard Industries	\$24,782.00	
250 kVA	Howard Industries	\$3,489.00	
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 208Y/120 Volts.			
75 kVA	Howard Industries	\$13,822.00	
150 kVA	Howard Industries	\$16,915.00	
225 kVA	Howard Industries	\$20,977.00	
300 kVA	Howard Industries	\$23,782.00	
500 kVA	Howard Industries	\$32,108.00	
750 kVA	Howard Industries	\$43,102.00	
1000 kVA	Howard Industries	\$56,430.00	
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 480Y/277 Volts.			
150 kVA	Howard Industries	\$17,022.00	
300 kVA	Howard Industries	\$23,942.00	
500 kVA	Howard Industries	\$31,139.00	
750 kVA	Howard Industries	\$42,289.00	
1000 kVA	Howard Industries	\$48,345.00	
1500 kVA	Howard Industries	\$61,666.00	
2000 kVA	Howard Industries	\$76,642.00	
2500 kVA	Howard Industries	\$92,696.00	
Pad Mounted Duplex Core Three Phase Distribution Transformers. 12470Y/7200 -- 120/240 Single Phase with 240 Volts Three Phase. Open-Wye/Open-Delta.			
100-50 kVA	Howard Industries	\$30,051.00	

Item Description	Low Bid	1st Alternate	2nd Alternate
Overhead Single Phase Distribution Pole Mounted Transformers. 7200/12470Y -- 120/240 Volts.			
1 kVA	TransArmour \$489.00		
5 kVA	TransArmour \$439.00		
10 kVA	TransArmour \$491.00		
15 kVA	TransArmour \$589.00		
25 kVA	TransArmour \$631.00		
37.5 kVA	TransArmour \$743.00		
50 kVA	TransArmour \$939.00		
75 kVA	TransArmour \$1,149.00		
100 kVA	TransArmour \$1,821.00		
167 kVA	TransArmour \$3,225.00		
250 kVA	TransArmour \$3,500.00		
Overhead Single Phase Distribution Pole Mounted Transformers. 12470 -- 277 Volts.			
50 kVA	TransArmour \$949.00		
75 kVA	TransArmour \$1,149.00		
100 kVA	TransArmour \$1,821.00		
167 kVA	TransArmour \$3,225.00		
250 kVA	TransArmour \$3,500.00		
333 kVA	TransArmour \$4,675.00		
500 kVA	TransArmour \$5,900.00		
Overhead Single Phase Distribution Pole Mounted Transformers. 7200 -- 277 Volts.			
250 kVA	TransArmour \$3,500.00		
333 kVA	TransArmour \$4,675.00		
500 kVA	TransArmour \$5,900.00		
Pad Mounted Single Phase Distribution Transformers. 12470GY/7200 -- 240/120 Volts.			
25 kVA	TransArmour \$1,221.00		
37.5 kVA	TransArmour \$1,489.00		
50 kVA	TransArmour \$1,691.00		
75 kVA	TransArmour \$1,891.00		
100 kVA	TransArmour \$2,090.00		
167 kVA	TransArmour \$2,791.00		
250 kVA	TransArmour \$3,650.00		
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 208Y/120 Volts.			
75 kVA	TransArmour \$4,155.00		
150 kVA	TransArmour \$5,890.00		
225 kVA	TransArmour \$6,500.00		
300 kVA	TransArmour \$7,069.00		
500 kVA	TransArmour \$8,490.00		
750 kVA	TransArmour \$12,900.00		
1000 kVA	TransArmour \$15,410.00		
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 480Y/277 Volts.			
150 kVA	TransArmour \$5,890.00		
300 kVA	TransArmour \$7,050.00		
500 kVA	TransArmour \$8,490.00		
750 kVA	TransArmour \$12,900.00		
1000 kVA	TransArmour \$15,140.00		
1500 kVA	TransArmour \$18,310.00		
2000 kVA	TransArmour \$24,910.00		
2500 kVA	TransArmour \$30,400.00		
Pad Mounted Duplex Core Three Phase Distribution Transformers. 12470Y/7200 -- 120/240 Single Phase with 240 Volts Three Phase. Open-Wye/Open-Delta.			
100-50 kVA	TransArmour \$9,800.00		

Item Description	LOW BID	1st Alternate	2nd Alternate
Four Phase Terminal Facility and Cabinet EPAC 3108M6Z Controller, 1F-4014, 1F-4001A, Type EL702-ST P08 Mount Cabinet, EDI SSM12.	Temple, Inc.	NO	NO
Eight Phase Terminal Facility and Cabinet EPAC 3108M6Z Controller, 1F-4008, 1F-4001A, Type EL704-ST P08 Mount Cabinet, EDI SSM12.	Temple, Inc.	NO	NO
Eight Phase Terminal Facility and Cabinet EPAC 3108M6Z Controller, 1F-4008, 1F-4001A, 1F-4001B, Type EL712 Base Mount Cabinet, EDI SSM12.	Temple, Inc.	NO	NO
Priority Control Products			
Four Channel Phase Selector	Temple, Inc.	NO	NO
Two Channel Phase Selector	Temple, Inc.	NO	NO
Single Channel Single Eye Optical Detector	Temple, Inc.	NO	NO
Single Channel Double Eye Optical Detector	Temple, Inc.	NO	NO
Two Channel Double Eye Optical Detector	Temple, Inc.	NO	NO
Shelf Mounted Phase Selector Card	Temple, Inc.	NO	NO
Optical Emitter System	Temple, Inc.	NO	NO
Glance Priority Cabinet Control Unit	Temple, Inc.	NO	NO
Glance Priority Control Vehicle Unit	Temple, Inc.	NO	NO
Frame Signals (polycarbonate vehicle signals) (must be Eagle Brand W/Lumination GT-1 LEDs)			
SA101A 12" Signal Section Signal	Temple, Inc.	NO	NO
SA102D 12" Two Section Play Signal	Temple, Inc.	NO	NO
SA102E 12" Two Section Play Signal with Turn Arrows	Temple, Inc.	NO	NO
SA103A 12" Three Section Signal	Temple, Inc.	NO	NO
SA103C 12" Three Section Signal With Turn Arrows	Temple, Inc.	NO	NO
SIG104N 12" Four Section Inverted "T"	Temple, Inc.	NO	NO
SIG104N 12" Four Section Poly Head	Temple, Inc.	NO	NO
SIG105H 12" Five Section Cluster	Temple, Inc.	NO	NO
Pedestrian Signal Head (with Daylight Countdown Pedestrian Signals Included)			
12" X 12" Aluminum Head	NO	NO	NO
12" X 12" Polycarbonate Head	Temple, Inc.	NO	NO
16" X 16" Polycarbonate Head	Temple, Inc.	NO	NO
Traffic Signal Mounting Hardware (or Pelco Equivalent)			
SE5050 Tether Clamp (Tri-Stud)	Temple, Inc.	NO	NO
SE5058-06 Extended Tether Assembly	Temple, Inc.	NO	NO
Tri-Stud One Way Mounting (SE5089)	Temple, Inc.	NO	NO
Tri-Stud Two Way Mounting (SE5063+SE5081)	Temple, Inc.	NO	NO
Tri-Stud Three Way Mounting (SE5063+SE5094)	Temple, Inc.	NO	NO
Tri-Stud Four Way Mounting (SE5063+SE5097)	Temple, Inc.	NO	NO
FR1JPY Polycarbonate Side Of Pole Mount	Temple, Inc.	NO	NO
Inverted "T" Span Wire Hardware	Temple, Inc.	NO	NO
5 Section Cluster Hardware Assembly (SE-5165)	Temple, Inc.	NO	NO

Item Description		Low Bid		1st Alternate		2nd Alternate	
Backplates and Miscellaneous							
BK-1003 - Backplate For SA103A	Temple, Inc.	\$65.00	NO	BID	NO	BID	
BK-1004 - Backplate For SA104A	Temple, Inc.	\$80.00	NO	BID	NO	BID	
BK-1005 - Backplate For 5 Section Cluster	Temple, Inc.	\$132.00	NO	BID	NO	BID	
BK-2027 - Inverted "T" Back Plate	Temple, Inc.	\$140.00	NO	BID	NO	BID	
SE-2005 - Pedestrian Push Button	Temple, Inc.	\$41.00	NO	BID	NO	BID	
Two-Wire Pushbutton Station (9"x15" sign) with Special Message Prerecorded	Temple, Inc.	\$516.00	NO	BID	NO	BID	
Two-Wire Pushbutton Station Control Unit	Temple, Inc.	\$2,653.00	NO	BID	NO	BID	
Four-Wire Pushbutton Station (9"x15" with Special Message Prerecorded	NO	BID	NO	BID	NO	BID	
Four-Wire Pushbutton Station Control Unit	NO	BID	NO	BID	NO	BID	
R920 RREB Pedestrian Activated Warning System (Solar)	Temple, Inc.	\$6,514.00	NO	BID	NO	BID	
Uninterruptible Power Supply with Cabinet	Temple, Inc.	\$4,282.00	NO	BID	NO	BID	
AI-500-050 Field Communications Monitory Controller Shelf Mount	Temple, Inc.	\$2,626.00	NO	BID	NO	BID	
AI-500-080 Communications Monitory Controller Rack Mount	NO	BID	NO	BID	NO	BID	
Devices for Actuated Cabinet Assemblies							
Siemens EPAC 3108M52, 8 Phase NEMA Controller	Temple, Inc.	\$3,003.00	NO	BID	NO	BID	
Siemens EPAC 3108M60 ATC Eight Phase NEMA Controller	Temple, Inc.	\$3,690.00	NO	BID	NO	BID	
EDI SSM-6LEC - Six Channel NEMA Conflict Monitor	Temple, Inc.	\$721.00	NO	BID	NO	BID	
EDI SSM-12LEC - 12 Channel NEMA Conflict Monitor	Temple, Inc.	\$800.00	NO	BID	NO	BID	
EDI MMU16-EIP Sixteen Channel NEMA Conflict Monitor	Temple, Inc.	\$942.00	NO	BID	NO	BID	
EDI PS-175 NEMA TS-1 Rack Power Supply	Temple, Inc.	\$196.00	NO	BID	NO	BID	
PDC SSS-86-3 Load Switch	Temple, Inc.	\$24.00	NO	BID	NO	BID	
810 NEMA Two Circuit Flasher	Temple, Inc.	\$25.00	NO	BID	NO	BID	
EDI LMD-301 Single Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	\$166.00	NO	BID	NO	BID	
EDI LMD-302 Two Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	\$325.00	NO	BID	NO	BID	
EDI LMD-304 Four Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	\$325.00	NO	BID	NO	BID	
EDI Oracle-S1E Single Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	\$50.00	NO	BID	NO	BID	
EDI Oracle-S2E Two Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	\$223.00	NO	BID	NO	BID	
EDI Oracle 4H Four Channel Rack Mount LCD Inductive Loop Monitor	Temple, Inc.	\$327.00	NO	BID	NO	BID	
EP160 NEMA Panel Flasher Assembly with SPA100 Arrestor	Temple, Inc.	\$382.00	NO	BID	NO	BID	
EP160 Panel Flasher Assembly with Time Clock	Temple, Inc.	\$923.00	NO	BID	NO	BID	
AF-213 Solid State Cube Flasher	NO	BID	NO	BID	NO	BID	
Par 335 Flash Relay	Temple, Inc.	\$22.00	NO	BID	NO	BID	
EDCO Products							
SRA16C Loop Arrestor	Temple, Inc.	\$8.00	NO	BID	NO	BID	
SRA63 Remote Input Arrestor	Temple, Inc.	\$14.00	NO	BID	NO	BID	
SHP300-10 Main Line Arrestor	NO	BID	NO	BID	NO	BID	
SPA303 Load Switch Arrestor	Temple, Inc.	\$21.00	NO	BID	NO	BID	
AP340 Arrestor	Temple, Inc.	\$86.00	NO	BID	NO	BID	
Pelco Products							
AB105-24 Astro-Brac For Signs	Temple, Inc.	\$116.00	NO	BID	NO	BID	
AB105-30 Astro-Brac For Signs	Temple, Inc.	\$117.00	NO	BID	NO	BID	
B116 Astro-Brac	Temple, Inc.	\$144.00	NO	BID	NO	BID	
AB109 Astro-Brac For Five Section Signal	Temple, Inc.	\$266.00	NO	BID	NO	BID	
SP5116 Astro-Brac For Inverted "T"	Temple, Inc.	\$326.00	NO	BID	NO	BID	
AB116-4 Astro-Brac For Four Section Signal	Temple, Inc.	\$152.00	NO	BID	NO	BID	

Item Description		LOW BID		1st Alternate		2nd Alternate	
Miscellaneous Products							
Quazite PC 1212 Concrete Junction Boxes		NO	BID	NO	BID	NO	BID
TC4008 8x8x6 Pull Box		NO	BID	NO	BID	NO	BID
Quazite PC1324HA Concrete Pull Box		NO	BID	NO	BID	NO	BID
Quazite PB40581224B24 Concrete Cabinet Base		NO	BID	NO	BID	NO	BID
LED Signal Modules - must meet or exceed 2005 ITE (CE Illumination Only)							
8 in. Red Ball. (433-1110-003XL)	Temple, Inc.		\$43.00	NO	BID	NO	BID
8 in. Yellow Ball. (433-3130-901XL)	Temple, Inc.		\$49.00	NO	BID	NO	BID
8 in. Green Ball. (433-2020-001XL)	Temple, Inc.		\$48.00	NO	BID	NO	BID
12 in. Red Ball. 15 Year Warranty	Temple, Inc.		\$46.00	NO	BID	NO	BID
12 in. Yellow Ball. 15 Year Warranty	Temple, Inc.		\$50.00	NO	BID	NO	BID
12 in. Green Ball. 15 Year Warranty	Temple, Inc.		\$47.00	NO	BID	NO	BID
12 in. Red Arrow. 15 Year Warranty	Temple, Inc.		\$51.00	NO	BID	NO	BID
12 in. Yellow Arrow. 15 Year Warranty	Temple, Inc.		\$55.00	NO	BID	NO	BID
12 in. Green Arrow. (432-2324-001XOD)	Temple, Inc.		\$52.00	NO	BID	NO	BID
16" x 18" Countdown Pedestrian Signal (430-6479-001X)	Temple, Inc.		\$159.00	NO	BID	NO	BID
16" x 18" Hand and Person Pedestrian Signal (430-6450-001X)	Temple, Inc.		\$142.00	NO	BID	NO	BID
12" x 12" Countdown Pedestrian Signal (430-7773-001X)	Temple, Inc.		\$106.00	NO	BID	NO	BID
16" x 18" Hand and Person Pedestrian Signal (430-6772-001X)	Temple, Inc.		\$100.00	NO	BID	NO	BID
Cables							
Seven conductor #14CU. STD. Signal Cable	NO		BID	NO	BID	NO	BID
#138 Optical Detector Cable	Temple, Inc.		\$0.60	NO	BID	NO	BID
Type LMR240 -- TC240NMC 1/4" Superflex Coaxial 3' Jumper	NO		BID	NO	BID	NO	BID
Type LMR600 1/2" Coax (Price per Ft)	NO		BID	NO	BID	NO	BID
Technical Assistance Per Day For (1) IMSA certified Technician							
Per Day Cost To City	Temple, Inc.		\$1,250.00	NO	BID	NO	BID
Per Mile Cost To City	Temple, Inc.		\$1.00	NO	BID	NO	BID
Radio Equipment & Software							
Astron Corporation RS3A Power Supply	NO		BID	NO	BID	NO	BID
MDS9810 Spread Spectrum Radio	Temple, Inc.		\$1,835.00	NO	BID	NO	BID
Kathrein Scala TY-900 YAGI Antenna	Temple, Inc.		\$172.00	NO	BID	NO	BID
Poly Phasor IS50NX-C2 Arrester	Temple, Inc.		\$57.00	NO	BID	NO	BID
Controller to Radio Cable (Connector)	Temple, Inc.		\$47.00	NO	BID	NO	BID
Complete Intersection Radio System	Temple, Inc.		\$2,054.00	NO	BID	NO	BID
Tadics-Marc Software for Use with Eagle Controllers	Temple, Inc.		\$14,286.00	NO	BID	NO	BID

Item Description	Low Bid	1st Alternate	2nd Alternate
Solar Power Flashing Beacons			
Carmanah R247C Single Beacon Flasher	Temple, Inc.	\$2,374.00	BID
Carmanah R247C Dual Beacon Flasher	Temple, Inc.	\$3,438.00	BID
Carmanah R829 Single Beacon School Zone Flasher	Temple, Inc.	\$2,374.00	BID
Carmanah R829 Dual Beacon School Zone Flasher	Temple, Inc.	\$3,438.00	BID
Wireless Detector Equipment			
Sensys Networks, AP240, -S Access Point with Mounting Bracket	NO	BID	BID
Sensys Networks APCC-M, Access Point Module with Two APCC-ACC-1 Isolators and Two APCC-SPP Radios with Mounting Brackets	Temple, Inc.	\$3,723.00	BID
Sensys Networks RP240-BH-L-L, Long Life Repeater with Mounting Bracket	Temple, Inc.	\$1,593.00	BID
Sensys Networks, CC240, 4 Channel Contact Closure Card	Temple, Inc.	\$725.00	BID
Sensys Networks, EX240, 4 Channel Extension Card	Temple, Inc.	\$460.00	BID
Sensys Networks, VSN240-F, Flush Mounted Sensor	Temple, Inc.	\$598.00	BID
Sensys Networks, CC-ACC, Accessbox for Contact Closure Card	Temple, Inc.	\$205.00	BID
CAT5E Ethernet Patch Cable, Snagless, Black 4 ft.	Temple, Inc.	\$8.00	BID
CAT5E Ethernet Patch Cable, Snagless, Black 2 ft.	Temple, Inc.	\$6.00	BID
Fabtek 450 ML Pour-Pac Epoxy Cat # MPP-450 with M-SM-750 Large Pour Tube	Temple, Inc.	\$75.00	BID
Out of Ground Detection Equipment			
MSSEDCO Radar Intersector with Astro Brac Included	NO	BID	BID
MSSEDCO 4 Output Detector Card	NO	BID	BID
MSSEDCO ESX Unit Card	NO	BID	BID
MSSEDCO Install Kit	NO	BID	BID
ITERIS EDGE2-2N Detector Card	Temple, Inc.	\$3,375.00	BID
ITERIS CAM-RZ4 Wide Dynamic Range Camera with Bracket	Temple, Inc.	\$1,894.00	BID
ITERIS Arrester Panel	Temple, Inc.	\$85.00	BID
ITERIS Lens Adjustmane Module	Temple, Inc.	\$1,334.00	BID
ITERIS Multi Detection (Video + Radar) Detector with Mounting Bracket	Temple, Inc.	\$4,288.00	BID
ITERIS Multi Detection Card	Temple, Inc.	\$1,969.00	BID
LED Illuminated Street Name Signs			
18" x 48" Single Sided	Temple, Inc.	\$1,540.00	BID
18" x 60" Single Sided	Temple, Inc.	\$1,700.00	BID
18" x 72" Single Sided	Temple, Inc.	\$1,872.00	BID
18" x 96" Single Sided	Temple, Inc.	\$2,105.00	BID
24" x 48" Single Sided	Temple, Inc.	\$1,608.00	BID
24" x 60" Single Sided	Temple, Inc.	\$1,782.00	BID
24" x 72" Single Sided	Temple, Inc.	\$1,969.00	BID
24" x 96" Single Sided	Temple, Inc.	\$2,237.00	BID

Item Description		LOW BID		1st Alternate		2nd Alternate	
Wavetronix Radar Equipment							
SMARTSENSOR MATRIX (WX-SS-225)		Twincrest Technologies	\$3,250.00	NO	BID	NO	BID
SMARTSENSOR EXTENDED RANGE ADVANCE (WX-SS-200E)		Twincrest Technologies	\$4,100.00	NO	BID	NO	BID
CLICK 650 CABINET INTERFACE (102-0416)		Twincrest Technologies	\$2,550.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR 6 FT CABLE WITH MS CONNECTORS (WX-SS-704.006)		Twincrest Technologies	\$95.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR 1000 FT BULK SPOOL (WX-SS-705)		Twincrest Technologies	\$1,000.00	NO	BID	NO	BID
SMARTSENSOR MOUNT (WX-SS-611)		Twincrest Technologies	\$175.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR CABLE JUNCTION BOX (WX-SS-710)		Twincrest Technologies	\$160.00	NO	BID	NO	BID
HENKE ENTERPRISES, INC. 4' CABLE PART S DLCBLMM		Twincrest Technologies	\$65.00	NO	BID	NO	BID
HENKE ENTERPRISES, INC. 7-PORT S DLC HUB WITH LATCHING CONNECTORS		Twincrest Technologies	\$87.00	NO	BID	NO	BID
WAVETRONIX 1-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-1AC-650) TO INCLUDE: 1 SMARTSENSOR MATRIX SENSOR, 1 SENSOR MOUNTING BRACKET, 1 J-BOX, 1 CLICK 650		Twincrest Technologies	\$6,710.00	NO	BID	NO	BID
WAVETRONIX 2-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-2AC-650) TO INCLUDE: 2 SMARTSENSOR MATRIX SENSOR, 2 SENSOR MOUNTING BRACKET, 2 J-BOX, 1 CLICK 650		Twincrest Technologies	\$10,870.00	NO	BID	NO	BID
WAVETRONIX 3-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-3AC-650) TO INCLUDE: 3 SMARTSENSOR MATRIX SENSOR, 3 SENSOR MOUNTING BRACKET, 3 J-BOX, 1 CLICK 650		Twincrest Technologies	\$15,030.00	NO	BID	NO	BID
WAVETRONIX 4-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-4AC-650) TO INCLUDE: 4 SMARTSENSOR MATRIX SENSOR, 4 SENSOR MOUNTING BRACKET, 4 J-BOX, 1 CLICK 650		Twincrest Technologies	\$19,190.00	NO	BID	NO	BID
WAVETRONIX 1-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-1AC-656) TO INCLUDE: 1 SMARTSENSOR MATRIX SENSOR, 1 SENSOR MOUNTING BRACKET, 1 J-BOX, 1 CLICK 656		Twincrest Technologies	\$7,985.00	NO	BID	NO	BID
WAVETRONIX 2-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-2AC-656) TO INCLUDE: 2 SMARTSENSOR MATRIX SENSOR, 2 SENSOR MOUNTING BRACKET, 2 J-BOX, 1 CLICK 656		Twincrest Technologies	\$12,145.00	NO	BID	NO	BID
WAVETRONIX 3-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-3AC-656) TO INCLUDE: 3 SMARTSENSOR MATRIX SENSOR, 3 SENSOR MOUNTING BRACKET, 3 J-BOX, 1 CLICK 656		Twincrest Technologies	\$16,305.00	NO	BID	NO	BID
WAVETRONIX 4-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-4AC-656) TO INCLUDE: 4 SMARTSENSOR MATRIX SENSOR, 4 SENSOR MOUNTING BRACKET, 4 J-BOX, 1 CLICK 656		Twincrest Technologies	\$20,465.00	NO	BID	NO	BID
WAVETRONIX 5-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-5AC-656) TO INCLUDE: 5 SMARTSENSOR MATRIX SENSOR, 5 SENSOR MOUNTING BRACKET, 5 J-BOX, 1 CLICK 656		Twincrest Technologies	\$24,625.00	NO	BID	NO	BID
WAVETRONIX 6-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-6AC-656) TO INCLUDE: 6 SMARTSENSOR MATRIX SENSOR, 6 SENSOR MOUNTING BRACKET, 6 J-BOX, 1 CLICK 656		Twincrest Technologies	\$28,875.00	NO	BID	NO	BID
CLICK 656 6-SENSOR CABINET INTERFACE (102-0451)		Twincrest Technologies	\$3,825.00	NO	BID	NO	BID

Source and Supply
Bids Jan - June 2022

Product Group Bids	Central Pipe	Consolidated Pipe	Ferguson Waterworks	Southern Pipe & Supply
Meter Service Fittings	\$ 52.34 \$	74.20 \$	61.69 \$	53.46 \$
Tapping Saddles	\$ 56.49 \$	66.57 \$	58.54 \$	59.12 \$
Tapping Sleeves	\$ 526.03 \$	549.43 \$	589.25 \$	505.39 \$
Brass Fittings	\$ 13.21 \$	15.54 \$	11.67 \$	12.27 \$
Gate Valves	\$ 545.99 \$	565.55 \$	683.60 \$	550.35 \$
Couplings, Water	\$ 124.52 \$	115.40 \$	130.33 \$	104.51 \$
Repair Clamps	\$ 83.18 \$	90.64 \$	103.30 \$	79.48 \$
Hymax Couplings	\$ 313.96 \$	321.75 \$	323.40 \$	337.61 \$
Couplings Sewer	\$ 54.34 \$	63.16 \$	51.72 \$	40.47 \$
Max Adapters	N/B	N/B	102.98 \$	97.89 \$
Sewer Saddles	\$ 39.60 \$	47.15 \$	36.90 \$	34.02 \$
CTS Tubing	N/B	N/B	N/B	N/B
ADS HDPE	N/B	N/B	\$ 0.54 \$	0.58 \$
Connections, Sewer INSERTA TEE'S	N/B	N/B	\$ 99.00 \$	99.42 \$
Connections, Sewer Torque Boots	N/B	N/B	N/B	N/B

Single Bid Items	Central Pipe	Consolidated Pipe	Ferguson Waterworks	Southern Pipe & Supply
Fire Hydrant: Mueller 3 Way X 3.5 Ft. Bury	N/B	\$ 1,766.98	\$ 1,834.00	N/B
Mueller: Super Centurian A-423 12" Extension	N/B	\$ 631.08	\$ 624.00	N/B
Mueller: Super Centurian A-423 18" Extension	N/B	\$ 711.04	\$ 706.00	N/B
Concrete Meter Box, PALLET	N/B	N/B	\$ 33.00 \$	32.89 \$
Concrete Meter Box, Large, Less Lid	N/B	N/B	\$ 60.00 \$	59.89 \$
Meter Box Plastic - 10x15 Plastic Meter Box - Pallet	\$ 25.80	N/B	\$ 21.00 \$	22.50 \$
Valve box: Small	\$ 101.50 \$	48.00 \$	\$ 164.00 \$	86.67 \$
Valve box: Large	\$ 116.10 \$	68.00 \$	\$ 214.00 \$	110.07 \$
1" Valve box riser	\$ 17.50 \$	11.00 \$	\$ 26.00 \$	20.00 \$
3" Valve box riser	\$ 23.63 \$	16.00 \$	\$ 45.00 \$	34.00 \$
6" Valve box riser	\$ 50.70 \$	36.00 \$	\$ 70.00 \$	52.50 \$
Valve Body Extension	N/B	N/B	N/B	N/B

Water Meters (Prices are EA)	Central Pipe
3/4" Water Meter	\$ 155.00
1" Water Meter	\$ 300.00
1 1/2" Water Meter W/ test plug	\$ 610.00
2" Water Meter W/ test plug	\$ 867.00
Magnet	N/B
Modules (RTM)	N/B
Rebar Mounts	N/B
Lid Mounts	N/B

Water Treatment Chemicals	Allied	Brenntag	Harcros	Wofford
Potassium Permanganate	N/B	\$ 4.49	\$ 8.91	N/B
Sodium Fluoride	N/B	N/B	\$ 2.00	N/B
Soda Ash	N/B	\$ 0.41	\$ 0.56	N/B
Chlorine Gas 150 lb Cylinder	\$ 0.95	\$ 1.08	\$ N/B	N/B
Chlorine Gas 2,000lb Cylinder	\$ 1,780.00	N/B	\$ 2,400.00	N/B
Carus Chemical Company (Aqua Mag)	N/B	N/B	N/B	N/B
Mersch Co. (Aqua Gold)	N/B	N/B	N/B	N/B
Sulfur Dioxide	\$ 165.00	\$ 123.00	N/B	N/B

CITY OF STARKVILLE 2020 JUL-DEC SOURCE OF SUPPLY UNIT PRICE CONSTRUCTION BIDS STARKVILLE UTILITIES CONTACT PERSON Vincent McKenzie (662) 323 – 3133 EXT 131 PAPER COPIES OF APPLICABLE SHEETS MUST BE RETURNED TO CITY CLERK'S OFFICE Note: All items shall be bid <u>sales tax exempt</u> and <u>F.O.B. Starkville, MS</u>		Box Construction	H & H														
Bidder _____ Contact Person _____ Address _____ Contact Person Phone _____		Box Construction	H & H														
		Michael Box 662-285-7959	Mitchell Halford 662-552-0414														
"City" indicates City of Starkville. A "project" shall be defined as a single instance when the City of Starkville will hire a Source of Supply contractor to install new infrastructure in a prescribed scope of work in a geographical contiguous location. "Maintenance" shall be defined as a single instance when the City of Starkville will hire a Source of Supply contractor to perform a prescribed scope of work on existing infrastructure owned and maintained by Starkville Utilities. The amount of hours necessary to complete the work will be agreed upon before contractor is hired. The unit prices in Sections 1 through 11 shall be used for projects. Estimated quantities will be provided before a contractor is hired for a project. The prices therein shall cover <u>all labor and equipment to excavate, bed, install and backfill</u> the following infrastructure to City specifications (available upon request) at sizes and depths shown <u>Section 12 is reserved for maintenance services that will be approved on a case by case basis. An understanding of work to be performed and necessary hours to complete will be agreed upon before the contractor is hired. The City shall furnish all materials unless noted otherwise.</u> The contractor is responsible for all equipment required to load and deliver all piping, fittings, bedding material, etc. to the project from the City stockpile and returning any unused materials at the completion of the work to the City stockpile (unit prices shown below shall include these costs). Compliance with the State of Mississippi 811 statutes regarding the locations of underground utilities prior to the commencement of any work shall be the responsibility of the contractor and compensation for any damages to underground utilities as a result of the performance of any work covered by this bid shall be the responsibility of the contractor. The contractor shall carefully inspect all City provided materials and notify the City of any defects or damages prior to handling the materials. Replacement of damaged materials after being handled by the contractor shall be the responsibility of the contractor. All sites must be leveled and ready for grassing prior to approval of invoice. Any site that has large chunks of dirt, excess gravel, broken pipes, debris, or other trash will not be acceptable. In traffic areas, backfilling shall incorporate the City's approved Utility Trench Repair Standard that includes returning the trench to an acceptable driving surface as approved by the City of Starkville's Engineering Department. Contractor will not be responsible for laying asphalt after repair. In non-traffic areas, un-compacted backfill shall incorporate a sufficient "crown" to compensate for settling that may occur over the subsequent 1 month. The bid unit prices in sections 1 through 8 shall be inclusive of all labor necessary for the contractor to complete the project and provide one (1) year warranty, commencing from the time of project completion, covering: 1. Labor and equipment to correct defects in workmanship. 2. Replacement of materials where the failure is determined to be caused by the handling and installation practices of the contractor. 3. Sufficiently correcting of grades where fully settled backfill is below or above the grades of the adjacent undisturbed soils. Apparent winning bidders may be asked to submit qualification documents to the City where the City has no prior experience with the contractor's qualifications In order to submit this bid, the contractor must attach the following information to this form when submitting. 1. Board of Contracting Licensure # _____ 2. W-9 3. The contractor must obtain and maintain throughout the term of this contract, a Certificate of Insurance with the following minimum limits: <table border="0"> <tr> <td>- Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>- Damage to Rented Premises</td> <td>\$ 100,000</td> </tr> <tr> <td>- Med Exp (Any One Person)</td> <td>\$ 5,000</td> </tr> </table>				- Each Occurrence	\$1,000,000	- Damage to Rented Premises	\$ 100,000	- Med Exp (Any One Person)	\$ 5,000								
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<table border="0"> <tr> <td>- Personal and Adv Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>- General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>- Products – Comp/Op Agg</td> <td>\$1,000,000</td> </tr> </table> *Any coverage not specifically mentioned here does not imply that the City of Starkville is responsible for said coverage in any instance. Adequate insurance and the associated liability is solely the contractor's responsibility. Section 1.0: Mobilization Mobilization is to be paid once per project. Project sizes will be labeled as a "small, medium, or large" project. <table border="0"> <tr> <td>Small Project Mobilization (0' to 100' of water or sewer line)</td> <td>\$</td> <td>500.00</td> <td>\$</td> <td>200.00</td> </tr> <tr> <td colspan="5">\$ _____</td> </tr> </table>		- Personal and Adv Injury	\$1,000,000	- General Aggregate	\$2,000,000	- Products – Comp/Op Agg	\$1,000,000	Small Project Mobilization (0' to 100' of water or sewer line)	\$	500.00	\$	200.00	\$ _____				
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Large Project Mobilization (1,001' to 2,000' of water or sewer line)	\$	1,000.00	\$	600.00													
\$ _____																	

Section 2.0: Pipe Demolition & Disposal (Includes Excavation, Equipment, and Associated Haul-Off Costs)				
Diameter	Cut Depth	Length	Bid Price per LF	
0"-24"	0' – 6' Cut	N/A	\$ _____ \$	6.00 \$ 6.00
25"-48"	0' – 6' Cut	N/A	\$ _____	8.00 \$ 8.00
Larger than 48"	0' – 6' Cut	N/A	\$ _____	13.00 \$ 13.00
0"-24"	7' – 10' Cut	N/A	\$ _____	15.00 \$ 14.00
25"-48"	7' – 10' Cut	N/A	\$ _____	15.00 \$ 16.00
Larger than 48"	7' – 10' Cut	N/A	\$ _____	18.00 \$ 18.00
0"-24"	> 10' Cut	N/A	\$ _____	18.00 \$ 20.00
25"-48"	>10' Cut	N/A	\$ _____	21.00 \$ 21.00
Larger than 48"	>10' Cut	N/A	\$ _____	21.00 \$ 22.00
Section 3.0: PVC Sewer Pipe Installation (Per City of Starkville Minimum Specifications for the Installation of Sewer Lines).				
Diameter	Cut Depth	Length	Bid Price per LF	
4"	0' – 6' Cut	0' – 300'	\$ _____	9.00 \$ 9.00
4"	0' – 6' Cut	301' – 700'	\$ _____	9.00 \$ 9.00
4"	0' – 6' Cut	701' +	\$ _____	9.00 \$ 9.00
4"	6" – 10' Cut	0' – 300'	\$ _____	11.00 \$ 11.00
4"	6" – 10' Cut	301' – 700'	\$ _____	11.00 \$ 11.00
4"	6" – 10' Cut	701' +	\$ _____	11.00 \$ 11.00
4"	10' – 16' Cut	0' – 300'	\$ _____	17.00 \$ 17.00
4"	10' – 16' Cut	301' – 700'	\$ _____	17.00 \$ 17.00
4"	10' – 16' Cut	701' +	\$ _____	17.00 \$ 17.00
6"	0' – 6' Cut	0' – 300'	\$ _____	9.00 \$ 9.00
6"	0' – 6' Cut	301' – 700'	\$ _____	9.00 \$ 9.00
6"	0' – 6' Cut	701' +	\$ _____	9.00 \$ 9.00
6"	6" – 10' Cut	0' – 300'	\$ _____	11.00 \$ 11.00
6"	6" – 10' Cut	301' – 700'	\$ _____	11.00 \$ 11.00
6"	6" – 10' Cut	701' +	\$ _____	11.00 \$ 11.00
6"	10' – 16' Cut	0' – 300'	\$ _____	17.00 \$ 17.00
6"	10' – 16' Cut	301' – 700'	\$ _____	17.00 \$ 17.00
6"	10' – 16' Cut	701' +	\$ _____	17.00 \$ 17.00
8"	0' – 6' Cut	0' – 300'	\$ _____	9.50 \$ 9.50
8"	0' – 6' Cut	301' – 700'	\$ _____	9.50 \$ 9.50
8"	0' – 6' Cut	701' +	\$ _____	9.50 \$ 9.50
8"	6" – 10' Cut	0' – 300'	\$ _____	12.00 \$ 12.00
8"	6" – 10' Cut	301' – 700'	\$ _____	12.00 \$ 12.00
8"	6" – 10' Cut	701' +	\$ _____	12.00 \$ 12.00
8"	10' – 16' Cut	0' – 300'	\$ _____	17.00 \$ 17.00
8"	10' – 16' Cut	301' – 700'	\$ _____	17.00 \$ 17.00
8"	10' – 16' Cut	701' +	\$ _____	17.00 \$ 17.00
10"	0' – 6' Cut	0' – 300'	\$ _____	11.00 \$ 11.00
10"	0' – 6' Cut	301' – 700'	\$ _____	11.00 \$ 11.00
10"	0' – 6' Cut	701' +	\$ _____	11.00 \$ 11.00
10"	6" – 10' Cut	0' – 300'	\$ _____	12.00 \$ 12.00
10"	6" – 10' Cut	301' – 700'	\$ _____	12.00 \$ 12.00
10"	6" – 10' Cut	701' +	\$ _____	12.00 \$ 12.00
10"	10' – 16' Cut	0' – 300'	\$ _____	19.00 \$ 19.00
10"	10' – 16' Cut	301' – 700'	\$ _____	19.00 \$ 19.00
10"	10' – 16' Cut	701' +	\$ _____	19.00 \$ 19.00
12"	0' – 6' Cut	0' – 300'	\$ _____	11.00 \$ 11.00
12"	0' – 6' Cut	301' – 700'	\$ _____	11.00 \$ 11.00
12"	0' – 6' Cut	701' +	\$ _____	11.00 \$ 11.00
12"	6" – 10' Cut	0' – 300'	\$ _____	13.00 \$ 13.00
12"	6" – 10' Cut	301' – 700'	\$ _____	13.00 \$ 13.00
12"	6" – 10' Cut	701' +	\$ _____	13.00 \$ 13.00
12"	10' – 16' Cut	0' – 300'	\$ _____	19.00 \$ 19.00
12"	10' – 16' Cut	301' – 700'	\$ _____	19.00 \$ 19.00
12"	10' – 16' Cut	701' +	\$ _____	19.00 \$ 19.00
15"	0' – 6' Cut	0' – 300'	\$ _____	13.00 \$ 19.00
15"	0' – 6' Cut	301' – 700'	\$ _____	13.00 \$ 19.00
15"	0' – 6' Cut	701' +	\$ _____	13.00 \$ 19.00
15"	6" – 10' Cut	0' – 300'	\$ _____	15.00 \$ 15.00
15"	6" – 10' Cut	301' – 700'	\$ _____	15.00 \$ 15.00
15"	6" – 10' Cut	701' +	\$ _____	15.00 \$ 15.00
15"	10' – 16' Cut	0' – 300'	\$ _____	19.00 \$ 19.00
15"	10' – 16' Cut	301' – 700'	\$ _____	19.00 \$ 19.00
15"	10' – 16' Cut	701' +	\$ _____	19.00 \$ 19.00
18"	0' – 6' Cut	0' – 300'	\$ _____	14.00 \$ 14.00
18"	0' – 6' Cut	301' – 700'	\$ _____	14.00 \$ 14.00
18"	0' – 6' Cut	701' +	\$ _____	14.00 \$ 14.00
18"	6" – 10' Cut	0' – 300'	\$ _____	16.00 \$ 16.00
18"	6" – 10' Cut	301' – 700'	\$ _____	16.00 \$ 16.00
18"	6" – 10' Cut	701' +	\$ _____	16.00 \$ 16.00
18"	10' – 16' Cut	0' – 300'	\$ _____	19.00 \$ 19.00
18"	10' – 16' Cut	301' – 700'	\$ _____	19.00 \$ 19.00
18"	10' – 16' Cut	701' +	\$ _____	19.00 \$ 19.00
21"	0' – 6' Cut	0' – 300'	\$ _____	15.00 \$ 15.00
21"	0' – 6' Cut	301' – 700'	\$ _____	15.00 \$ 15.00
21"	0' – 6' Cut	701' +	\$ _____	15.00 \$ 15.00
21"	6" – 10' Cut	0' – 300'	\$ _____	17.00 \$ 17.00
21"	6" – 10' Cut	301' – 700'	\$ _____	17.00 \$ 17.00
21"	6" – 10' Cut	701' +	\$ _____	17.00 \$ 17.00

21"	10' – 16"Cut	0' – 300'	\$ _____	\$ 20.00	\$ 20.00
21"	10' – 16"Cut	301' – 700'	\$ _____	\$ 20.00	\$ 20.00
21"	10' – 16"Cut	701' +	\$ _____	\$ 20.00	\$ 20.00
24"	0' – 6' Cut	0' – 300'	\$ _____	\$ 18.00	\$ 18.00
24"	0' – 6' Cut	301' – 700'	\$ _____	\$ 18.00	\$ 18.00
24"	0' – 6' Cut	701' +	\$ _____	\$ 18.00	\$ 18.00
24"	6" – 10' Cut	0' – 300'	\$ _____	\$ 21.00	\$ 21.00
24"	6" – 10' Cut	301' – 700'	\$ _____	\$ 21.00	\$ 21.00
24"	6" – 10' Cut	701' +	\$ _____	\$ 21.00	\$ 21.00
24"	10' – 16"Cut	0' – 300'	\$ _____	\$ 24.00	\$ 24.00
24"	10' – 16"Cut	301' – 700'	\$ _____	\$ 24.00	\$ 24.00
24"	10' – 16"Cut	701' +	\$ _____	\$ 24.00	\$ 24.00

Section 4.0: Miscellaneous Sewer Line Installations

Bid Price (Per Each)

New manhole installation and invert construction during any number of pipeline connection and installation (per the City of Starkville Minimum Specifications for Sewer Line Installation).

0' - 6' Invert Depth	\$ 375.00	\$ 400.00
6' - 10' Invert Depth	\$ 600.00	\$ 600.00
10' - 16' Invert Depth	\$ 875.00	\$ 900.00
Manhole installation over existing line (per vertical foot)	\$ 90.00	\$ 100.00
Tying to existing manhole	\$ 400.00	\$ 300.00
4" Sewer Manhole Tap	\$ 400.00	\$ 400.00
4" Sewer Line Tap	\$ 275.00	\$ 250.00
6" Sewer Manhole Tap	\$ 600.00	\$ 600.00
6" Sewer Line Tap	\$ 300.00	\$ 300.00
8" Sewer Manhole Tap (Cored)	\$ 800.00	\$ 800.00

Welding of steel casing during open cut sewer line installations

Steel Casing Diameter	Bid (per weld)	
6" \$	35.00	\$ 30.00
8" \$	35.00	\$ 40.00
10" \$	45.00	\$ 50.00
12" \$	45.00	\$ 60.00
14" \$	50.00	\$ 70.00
16" \$	75.00	\$ 80.00
18" \$	75.00	\$ 90.00
20" \$	100.00	\$ 100.00
24" \$	100.00	\$ 120.00

Section 5.0: Water pipe and open cut steel casing installation (Per City of Starkville Minimum Specifications for the Installation of Water Lines).

Nominal depth of 36" TYPE I Bedding (per City Specs)			
Pipe Diameter	Bid (per LF)		
2" (including threaded connections) \$	4.00	\$	4.00
4" \$	4.50	\$	4.50
6" \$	5.00	\$	5.00
8" \$	5.50	\$	5.50
10" \$	6.00	\$	6.00
12" \$	6.50	\$	6.50
14" \$	7.00	\$	8.00
16" \$	7.50	\$	9.00
18" \$	8.25	\$	10.00
20" \$	11.50	\$	10.50
24" \$	12.25	\$	12.00

Nominal depth of 36" TYPE II Bedding (per City Specs)			
Pipe Diameter	Bid (per LF)		
4" \$	5.50	\$	5.50
6" \$	6.00	\$	6.00
8" \$	6.50	\$	6.50
10" \$	7.00	\$	7.00
12" \$	7.50	\$	7.50
14" \$	8.00	\$	8.00
16" \$	9.35	\$	9.00
18" \$	10.50	\$	11.00
20" \$	11.50	\$	12.00
24" \$	13.50	\$	14.00

Nominal depth of 36" TYPE II Bedding (per City Specs)			
Pipe Diameter	Bid (per LF)		
6" \$	6.50	\$	6.50
8" \$	7.00	\$	7.00
10" \$	7.50	\$	7.50
12" \$	8.50	\$	8.00
14" \$	9.50	\$	8.50
16" \$	9.50	\$	9.50
18" \$	10.50	\$	12.00
20" \$	12.50	\$	13.00

	24"	\$	15.00	\$	15.00
<u>Installation of PVC Casing During Open Cut Water Line Installation</u>					
	<u>PVC Casing Diameter</u>			<u>Bid (per LF)</u>	
	6"	\$	4.00	\$	4.50
	8"	\$	4.50	\$	5.00
	10"	\$	5.50	\$	6.00
	12"	\$	6.25	\$	7.00
	14"	\$	6.75	\$	7.50
	16"	\$	6.80	\$	8.00
	18"	\$	8.25	\$	9.00
	20"	\$	10.25	\$	11.00
	24"	\$	12.25	\$	13.00
<u>Welding of steel casing during open cut water line installations</u>					
	<u>Steel Casing Diameter</u>			<u>Bid (per weld)</u>	
	6"	\$	30.00	\$	30.00
	8"	\$	35.00	\$	40.00
	10"	\$	40.00	\$	50.00
	12"	\$	45.00	\$	60.00
	14"	\$	50.00	\$	70.00
	16"	\$	50.00	\$	80.00
	18"	\$	70.00	\$	90.00
	20"	\$	80.00	\$	100.00
	24"	\$	80.00	\$	120.00
Section 6.0: Miscellaneous Water Line and Meter Installations					
<u>Welding of steel casing during open cut water line installations</u>					
	3/4" Meter Set Only	\$	100.00	\$	100.00
	3/4" Meter Tap and Set	\$	150.00	\$	150.00
	1" Meter Set Only	\$	100.00	\$	100.00
	1" Meter Tap and Set	\$	150.00	\$	150.00
	2" Meter Set Only	\$	300.00	\$	150.00
	2" Meter Tap and Set	\$	300.00	\$	300.00
	2" Hot Tap and Valve	\$	350.00	\$	350.00
	4" Hot Tap and Valve	\$	550.00	\$	550.00
	6" Hot Tap and Valve	\$	850.00	\$	850.00
	8" Hot Tap and Valve	\$	1,000.00	\$	1,000.00
	<u>Pipe Fittings Diameter</u>				
	2" or Smaller	\$	7.00	\$	10.00
	4"	\$	15.00	\$	20.00
	6"	\$	20.00	\$	30.00
	8"	\$	25.00	\$	40.00
	10"	\$	30.00	\$	50.00
	12"	\$	35.00	\$	60.00
	14"	\$	40.00	\$	70.00
	16"	\$	45.00	\$	80.00
	18"	\$	45.00	\$	90.00
	20"	\$	50.00	\$	100.00
	24"	\$	55.00	\$	120.00
<u>Concrete Thrust Blocks</u>					
Concrete thrust blocks shall be placed on all water line bends that are equal to or greater and 22.5° contractor to supply form materials and/or steel rebar where required. City shall supply concrete.					
\$_____ per specified square foot of concrete bearing (see schedule below) area upon undisturbed trench walls as required by the specifications.					
	Minimum Bearing Area (Sq. Ft.) on Trench Wall Horizontal Bends	\$	25.00	\$	20.00
<u>Hydrants</u>					
Setting of hydrants, valves and boxes (does not include connections and thrust blocks which are bid separately) including any					
	Prepare base and set valves and valve box (less connections and thrust blocks which are bid separately) per specifications.	\$	400.00	\$	350.00
	<u>Valve Size</u>			<u>Bid Each</u>	
	2" including threaded connections	\$	150.00	\$	125.00
	4" - 6"	\$	200.00	\$	200.00
	8" - 10"	\$	200.00	\$	225.00
	12"	\$	250.00	\$	250.00
	14"	\$	250.00	\$	275.00

	16"	\$	250.00	\$	300.00
	18"	\$	300.00	\$	325.00
	20"	\$	300.00	\$	350.00
	24"	\$	350.00	\$	400.00
Section 7.0 Remove and replace Concrete driveway (City shall provide concrete. Contractor shall provide all other materials)					
G. Backfill: All driveway sections shall be backfilled immediately after the 72 hour curing period to the required					
Per linear ft. for saw-cutting, \$		\$	20.00	\$	10.00
Per square ft. removal of existing concrete flat area		\$	15.00	\$	4.50
Per linear ft. Removal of existing concrete curb and gutter		\$	20.00	\$	15.00
Per square ft. of in-place concrete flat area		\$	18.00	\$	12.00
Per linear ft. for in-place curb and gutter		\$	25.00	\$	30.00
Per linear ft. for expansion material and traffic sealant		\$	5.00	\$	6.00
Section 8.0 Asphalt Pavement Removal Per Square Yard \$					
		\$	15.00	\$	4.00
Section 9.0 Erosion Control Services.					
IMPORTANT: ALL BIDDERS FOR ANY CONSTRUCTION SERVICE IN THIS SECTION <u>MUST BID ON THIS</u>					
Broadcast grass seed and apply straw mulch (per sq yd)	\$	3.00	\$	4.00	
<u>Installation of MDOT silt fence (wood stakes)</u>					
Mobilization	\$	200.00	\$	200.00	
per LF	\$	2.50	\$	2.50	
Section 10.0 Jack and Bore Steel Encasement					
Mobilization	NB		\$	200.00	
Pit excavatoins (each)	NB		\$	200.00	
<u>10.1 For Water Lines</u>				per LF	
2"	NB	\$	30.00		
6"	NB	\$	45.00		
8"	NB	\$	55.00		
10"	NB	\$	65.00		
12"	NB	\$	70.00		
14"	NB	\$	125.00		
16"	NB	\$	125.00		
18"	NB	\$	140.00		
20"	NB	\$	170.00		
24"	NB	\$	200.00		
<u>10.2 For Sewer Lines on Grade</u>				per LF	
6"	NB	\$	55.00		
8"	NB	\$	65.00		
10"	NB	\$	75.00		
12"	NB	\$	80.00		
14"	NB	\$	135.00		
16"	NB	\$	140.00		
18"	NB	\$	150.00		
20"	NB	\$	180.00		
24"	NB	\$	220.00		
Section 11.0 Root Treatment in Sewers					
Minimu LF treated per visit	NB		NB	2000	Duke's
6"	NB		NB	1.72	
8"	NB		NB	1.72	
10"	NB		NB	1.89	
12"	NB		NB	2.06	
15"	NB		NB	2.88	
18"	NB		NB	4.14	
21"	NB		NB	5.13	
24"	NB		NB	6.56	
Note: Pay items from section 12.1 must include the name of the operators and/or helpers					
<u>12.1 Equipment and Personnel</u>					
Box blade, Tractor, and Operator (Mobilization Each)	\$	50.00	\$	50.00	
Box blade, Tractor, and Operator (Per Hour)	\$	50.00	\$	60.00	
Dump truck and Operator (6 Cy) (Mobilization Each)					
Dump truck and Operator (6 Cy) (Per Hour)					
Dump Truck and Operator (15Cy) (Mobilization Each)	\$	72.00	\$	50.00	
Dump Truck and Operator (15Cy) (Per Hour)	\$	75.00	\$	75.00	
Dump Truck and Operator (22 Cy) (Mobilization Each)			\$	50.00	
Dump Truck and Operator (22 Cy) (Per Hour)			\$	125.00	
Backhoe and Operator (Mobilization Each)	\$	100.00	\$	100.00	
Backhoe and Operator (Per Hour)	\$	125.00	\$	125.00	
Mini (<6T) Track Hoe Excavator and Operator (Mobilization Each)	\$	300.00	\$	100.00	
Mini (<6T) Track Hoe Excavator and Operator (Per Hour)	\$	150.00	\$	140.00	

Midi (6T-<10T) Track Hoe Excavator and Operator (Mobilization Each)	\$	300.00	\$	-
Midi (6T-<10T) Track Hoe Excavator and Operator (Per Hour)	\$	160.00	\$	-
Standard (10T-<45T) Track Hoe Excavator and Operator (Mobilization Each)	\$	300.00	\$	250.00
Standard (10T-<45T) Track Hoe Excavator and Operator (Per Hour)	\$	180.00	\$	180.00
Large (>45T) Track Hoe Excavator and Operator (Mobilization Each)	\$	2,500.00	\$	-
Large (>45T) Track Hoe Excavator and Operator (Per Hour)	\$	350.00	\$	-
Welding Machine and Welder (Mobilization Each)	\$	50.00	\$	50.00
Welding Machine and Welder (Per Hour)	\$	60.00	\$	60.00
D3 Dozer and operator (Mobilization Each)	\$	-	\$	-
D3 Dozer and operator (Per Hour)	\$	-	\$	-
D4 Dozer and operator (Mobilization Each)	\$	150.00	\$	150.00
D4 Dozer and operator (Per Hour)	\$	100.00	\$	100.00
D5 Dozer and operator (Mobilization Each)	\$	-		
D5 Dozer and operator (Per Hour)	\$	-		
D6 Dozer and operator (Mobilization Each)	\$	-		
D6 Dozer and operator (Per Hour)	\$	-		
Tractor, Sheep's Foot and/or Wobble Wheel and operator (Mobilization Each)	\$	-		
Tractor, Sheep's Foot and/or Wobble Wheel and operator (Per Hour)	\$	-		
Motor Grader (12G or equal) and operator (Mobilization Each)	\$	-		
Motor Grader (12G or equal) and operator (Per Hour)	\$	-		
Motorized Wobble Wheel Compactor and operator (Mobilization Each)	\$	-	\$	100.00
Motorized Wobble Wheel Compactor and operator (Per Hour)	\$	-	\$	85.00
Tractor (425 HP min.), 17 cy capacity pull scraper and operator (Mobilization Each)	\$	-		
Tractor (425 HP min.), 17 cy capacity pull scraper and operator (Per Hour)	\$	-		
Self-Contained scraper (20 cy capacity) and operator (Mobilization Each)	\$	-		
Self-Contained scraper (20 cy capacity) and operator (Per Hour)	\$	-		
Tractor (225 HP min), Operator and 15' disk. (Mobilization Each)	\$	-	\$	-
Tractor (225 HP min), Operator and 15' disk. (Per Hour)	\$	-	\$	-
Haul 22 CY/26 ton loads fill material from Columbus, MS (Mobilization Each)	\$	-	\$	100.00
Haul 22 CY/26 ton loads fill material from Columbus, MS (Per Hour)	\$	-	\$	300.00
12.2 Personnel Only		Per Hour		Per Hour
	Foreman	\$ 45.00	\$	45.00
	Skilled Craftsman	\$ 40.00	\$	35.00
	Laborer	\$ 35.00	\$	30.00



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

AGENDA ITEM NO:
AGENDA DATE: January 4, 2022
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to initiate Task 1,2, and 3 for Main Street and Lampkin Street water main and sanitary Sewer Improvements professional Engineering Services with Kimley Horn for lump sum fee of \$187,500

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to initiate Task 1,2, and 3 for Main Street and Lampkin Street water main and sanitary Sewer Improvements professional Engineering Services with Kimley Horn for lump sum fee of \$187,500

December 20, 2021

Terry N Kemp, P.E.
General Manager
Starkville Utilities
200 N. Lafayette St.
Starkville, Mississippi 39759

**Re: Main Street and Lampkin Street Water Main and Sanitary Sewer Improvements
Professional Engineering Services**

Dear Mr. Kemp:

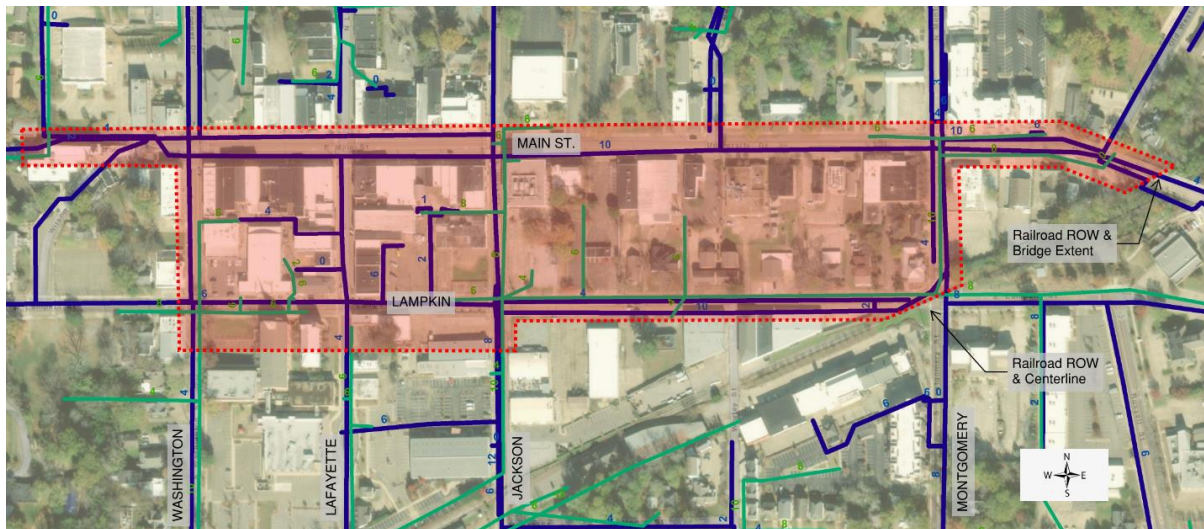
Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Agreement") to **Starkville Utilities** ("Client" or "SU") for providing professional services related to water main improvements.

PROJECT UNDERSTANDING

The Client would like to upgrade water mains located along Main Street and Lampkin Street generally between and including the intersections of Douglas L. Connor Dr. and S. Montgomery Street. The existing mains are old and in need of replacement. The design intent will include replacement of the existing mains in the same location to minimize potential conflicts with other utilities and avoid potential streetscape improvements along Main Street.

The sanitary sewer will be upgraded primarily along Lampkin to provide sufficient capacity for any redevelopment needs in the project area. This may include improvements to the collector sewers along Washington St., Jackson St., and Montgomery St.

The project limits are shown in the following image.



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Water System Hydraulic Model – Calibration

Kimley-Horn will review the existing water system hydraulic model and reference information provided by Starkville Utilities and will conduct a workshop to review the following:

- Model performance/calibration needs
- Review/Confirm water system physical parameters (tank and line sizes, etc.) and known points of isolation and metering
- Review/Confirm system operational parameters (tank, pump, etc. set points)

Kimley-Horn will develop a flow testing plan to gather data necessary to advance calibration of the uncalibrated areas within the model. Flow testing will be performed on a unit rate basis per Task 4, herein below.

The flow testing data will be used by Kimley-Horn to validate operational parameters and calibrate the hydraulic model.

Task 2: Utilities Survey

Kimley-Horn will coordinate a third-party survey to provide the location of underground and overhead utilities within the project limits (shown in the *Project Understanding*) pertinent to the replacement of the waterline, as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge.

The surveyor will not dig or pothole to obtain the location of any utility. Potholing will be coordinated with Starkville Utilities, if required.

Location of existing planimetric features lying within 15 feet each side of the centerline of existing water lines as marked by the utility provider. It is assumed that the water lines will be replaced in their current horizontal positions.

Task 3: Water and Sewer Design

Kimley-Horn will provide engineering design services set forth below:

Kick-off Meeting/Field Coordination

Kimley-Horn will conduct a project kick-off meeting to review the scope of work and confirm design parameters. This will include a site meeting with the surveyor to review the field conditions, confirm project limits, and discuss specific items required by the survey.

Preliminary Analysis

Several blocks along Main Street and Lampkin Street have two (2) parallel existing water mains. Kimley-Horn will run a scenario with the hydraulic model to determine if installation of a single water main in these areas is feasible without impacting the water supply capacity and fire flow needs. The results of this analysis will be reviewed with Starkville Utilities prior to advancing the design phase.

Design Phases

Kimley-Horn will design improvements for water and sewer in three (3) phases – Schematic design, Detailed design, and Construction Documents. A design submittal will be transmitted to Starkville Utilities at the end of each design phase and following Kimley-Horn's internal quality control review. A design review meeting will be conducted with Starkville Utilities to receive and review comments prior to Kimley-Horn proceeding with the subsequent design phase.

The Schematic design review will include a review of the design survey and schematic alignment to coordinate any supplemental field investigation needed. The Construction Documents review will establish the schedule for advertisement and bidding.

Kimley-Horn will prepare a preliminary opinion of probable construction cost (OPCC) for the recommended improvements. This will be prepared for the schematic design submittal and updated for each phase of design.

Advertisement and Bidding

Once the Construction Documents have been approved by Starkville Utilities, Kimley-Horn will provide the following advertising and bidding services.

- Prepare a Notice to Bidders for publication by the Client. The Client will be responsible for publication of the notice. Kimley-Horn will be responsible for distribution of bidding documents to prospective contractors, suppliers and plan rooms.
- Coordinate a pre-bid conference to be conducted in Starkville (location TBD) to answer questions about the project.
- Provide support to Client's staff during the advertisement phase of the project, answer questions from bidders, issue interpretations of the contract documents and prepare necessary addenda for the project. Addenda will be reviewed and approved by the Client prior to issuance.
- Attend the bid opening for the project, assist in the review and tabulation of the bids received, evaluate the apparent low bidder(s) and make a recommendation regarding the possible award of the contract.

Task 4: Flow Testing – Calibration (Field)

Kimley-Horn will conduct flow tests to gather field data for calibration of the hydraulic model. Flow tests will be conducted at pre-determined locations in the water distribution system. The tests will be conducted by opening a fire hydrant and flowing the hydrant for approximately fifteen minutes. Pressure sensors installed on other fire hydrants in the vicinity of the flowing hydrant will monitor and record the residual pressure in the system.

Task 5: Hydraulic Model Training/SOPs

Kimley-Horn will coordinate a Bentley hydraulic modeling training workshop for Starkville Utilities personnel. Following the Bentley training workshop, Kimley-Horn will conduct in-person review and training session using the calibrated Starkville hydraulic model for those who participated in the Bentley workshop. Kimley-Horn will develop a standard operational protocol (SOP) for scenario development and model updates to provide trained Starkville Utilities' personnel.

Deliverables

Kimley-Horn deliver a hydraulic network model to Starkville Utilities and will coordinate hydraulic model software training for Starkville Utilities personnel.

Kimley-Horn will provide stamped construction documents of the water and sewer improvements.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates or include by amendment. Additional services we can provide include, but are not limited to, the following:

- CCTV of sanitary sewers (to be coordinated with Starkville Utilities if required)
- Potholing of existing utilities
- Geotechnical subsurface evaluation
- GPR and/or supplemental survey services
- Construction observations and administration

INFORMATION PROVIDED BY THE CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS for water and sewer, including lines, valves, manholes, etc.
- Hydraulic model and testing information previously conducted (*already obtained*)

SCHEDULE

Upon notice to proceed, Kimley-Horn will work expeditiously to complete the tasks described herein.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Water System Hydraulic Model – Calibration	\$ 19,400
Task 2 – Utility Survey	\$ 23,600
Task 3 – Water and Sewer Engineering Design	\$ 144,500
Total Lump Sum Fee	\$ 187,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



Kimley-Horn will perform the services in Tasks 4 - 5 on a unit price basis. Task 4 – Flow Testing – will be performed at a unit rate of \$850 per flow test with the maximum fee shown below. The maximum is based on ten (10) flow tests being needed. Task 5 – Hydraulic Model Training/SOPs – is based on an hourly labor fee. Labor fee will be billed on an hourly basis according to our then-current rates.

Task 4 – Flow Testing – Calibration (Field)	\$ 8,500 (NTE)
Task 5 – Hydraulic Model Training/SOPs	\$ 5,400 (NTE)
Maximum Unit/Labor Fee	\$ 13,900

Kimley-Horn will not exceed the total maximum unit/labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Master Services Agreement made and entered into as of _____ ("Effective Date") by and between **Starkville Utilities** and **Kimley-Horn & Associates, Inc.**

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

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons provide a purchase order in accordance with the Master Agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kirk Mills, P.E.
Sr. Project Manager



Elizabeth Johnson, P.E.
Authorized Signer

ACCEPTED:

CLIENT

BY: _____

TITLE: _____

DATE: _____